



MASILONYANA LOCAL MUNICIPALITY

PROJECT DOCUMENT

CONTRACT NO.: 2024/02/001.

**APPOINTMENT OF SERVICE PROVIDER FOR THE REFURBISHMENT OF MASILO
SPORTS COMPLEX (FENCING)**

A tender for Category 4CE/GB or higher CIDB Registered Contractors

**Tender closing date: 23 February 2023
Closing Time: 12h00**

NAME OF TENDERER:

TENDERED AMOUNT:

TIME OF COMPLETION:(weeks)

ISSUED BY:

**Masilonyana Local Municipality
47 Le Roux Street
PO Box 8
Theunissen
9410**

(i)

PART A INVITATION TO BID

| | | | | | |
|---|--|---------------|--|---|-------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE <i>(Masilonyana Local Municipality)</i> | | | | | |
| BID NUMBER: | 2024/02/001 | CLOSING DATE: | 23 February 2024 | CLOSING TIME: | 12h00 |
| DESCRIPTION | BRANDFORT/MAJWEMASWEU: REFURBISHMENT OF SEWER HOUSE CONNECTIONS FOR 220 UNITS IN MOUNTAIN VIEW | | | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7). | | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT <i>(STREET ADDRESS)</i> | | | | | |
| MASILONYANA LOCAL MUNICIPALITY | | | | | |
| 47 LE ROUX STREET | | | | | |
| THEUNISSEN | | | | | |
| 9410 | | | | | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| TAX COMPLIANCE STATUS | TCS PIN: | | OR | CSD No: | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3] | |
| TOTAL NUMBER OF ITEMS OFFERED | | | TOTAL BID PRICE | R | |
| SIGNATURE OF BIDDER | ..... |  | DATE | | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | | |
| DEPARTMENT | SCM Department | | CONTACT PERSON | Mr P. Tshabalala | |
| CONTACT PERSON | Ms K.Kotsamere | | TELEPHONE NUMBER | 064 501 2707 | |
| TELEPHONE NUMBER | 078 400 6122 | | FACSIMILE NUMBER | | |
| FACSIMILE NUMBER | | | E-MAIL ADDRESS | tshabap@gmail.com | |
| E-MAIL ADDRESS | kea@masilonyana.co.za | | | | |

Contractor
1091 (ENG_ACES 06/2023)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(ii)

PART B

TERMS AND CONDITIONS FOR BIDDING

| |
|--|
| 1. BID SUBMISSION: |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE |
| 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 2. TAX COMPLIANCE REQUIREMENTS |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA . |
| 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. |
| 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. |
| 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. |
| 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS |
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE. |

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:.....

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

DATE:.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LIST OF PROJECT DOCUMENTS

The Tender Documents for this Contract comprise the following:

- 1: *General Conditions of Contract for Construction Works*, Third Edition, 2015, issued by South African Institution of Civil Engineering (SAICE), which the Tenderer shall purchase himself.
- 2: The SANS *Standardized Specification for Civil Engineering Construction*, prepared by Standards South Africa, which the Tenderer shall purchase himself.
- 3: The Project Document, containing the Tender Notice, Conditions of Tender, Tender Data, Returnable Schedules, General Conditions of Contract, Contract Data, Project Specifications, Pricing Instructions, Bills of Quantity, Form of Offer and Site Information, is issued by the Employer. The Employer's Form of Acceptance and any correspondence from the selected Tenderer, Performance Security and all Addenda issued during the period of tender will also form part of this document once a successful tenderer has been appointed.
4. Book of Tender Drawings (Separately Issued).

1 and 2 are available from the following organisations (as applicable):

- CESA, PO Box 68482, Bryanston, 2021. Tel: 011 463 2022 Fax: 011 463 7383, Email: general@cesa.co.za
- SAICE, Private Bag X200, Halfway House, 1685. Tel: 011 805 5947/8, Email: civilinfo@saice.org.za
- SAFCEC
- South African Bureau of Standards

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MASILONYANA LOCAL MUNICIPALITY

CONTRACT NO: 2024/02/001.

FOR

APPOINTMENT OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF MASILO SPORTS COMPLEX (FENCING)

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| PART T2: | RETURNABLE DOCUMENTS | T2.1 - T2.56 | Yellow |
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Contractor

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Witness 2

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MASILONYANA LOCAL MUNICIPALITY

CONTRACT NO: 2024/02/001.

FOR

APPOINTMENT OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF MASILO SPORTS
COMPLEX (FENCING)

THE TENDER

PART T1 TENDERING PROCEDURES T1.1 – T1.23

PART T2 RETURNABLE DOCUMENTS T2.1 – T2.55

Annexure C: Standard Conditions of Tender (as published in Government Gazette No 42622 of
8 August 2019)

Contractor
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Witness 1

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Employer

Witness 1

Witness 2

MASILONYANA LOCAL MUNICIPALITY

CONTRACT NO: 2024/02/001

FOR

APPOINTMENT OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF MASILO SPORTS COMPLEX
(FENCING)

PART T1 TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER..... T1.2

T1.2 TENDER DATA..... T1.4

Annex C: Standard Conditions of Tender (as published in Government Gazette No 42622
of 8 August 2019)

Contractor
1091 (ENG_ACES 06/2023)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MASILONYANA LOCAL MUNICIPALITY

CONTRACT NO: 2024/02/001

FOR

APPOINTMENT OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF MASILO SPORTS COMPLEX (FENCING)

T1.1 TENDER NOTICE AND INVITATION TO TENDER

BID INVITATION: APPOINTMENT OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF MASILO SPORTS COMPLEX (FENCING)

Bid Reference Number: 2024/02/001

1. INTRODUCTION

Masilonyana Local Municipality invites bids from qualifying service providers for **APPOINTMENT OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF MASILO SPORTS COMPLEX (FENCING)** as recommended by the bid specification committee.

1.1. BRIEFING SESSION

A compulsory briefing session will be held as follows:

Date: 16 February 2024
Time: 12:00 o'clock (mid-day)
Venue: Theunissen Town Hall.

1.2. CLOSING DETAILS (TENDER BOX)

Date: 23 February 2024
Time: 12:00 (mid-day) on the municipal clock
Venue: Theunissen Municipal Main Building

1.3. OTHER ADMINISTRATIVE DETAILS

Bid Documentation available at: **E-Tender Portal (National Treasury Website)** www.etender.co.za

Bidding Enquiries: Me. K Kotsamere
Supply Chain Management (SCM) Unit
Tel: 078 400 6122
Fax: N/A
Email: kea@masilonyana.co.za

Technical Enquiries: Mr P. Tshabalala
Infrastructure Department
Tel: 064 501 2707
Fax: N/A
Email: tshabap@gmail.com

Any Dispute
LED Coordinator
Mr. X.J Mkhombeni
Tel: 078 079 2910
Email: mkhombeni@masilonyana.co.za

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Instruction with the depositing of tenders:

Address tenders to:
Municipal Manager
47 Le roux Street
Theunissen
9410

Tenders should be placed in the Tender Box

SPECIAL CONDITIONS OF A TENDER:

- The tender will be evaluated using 80/20 preference points system.
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations, 2022, the general conditions of contract (GCC) and, if applicable, any other special conditions of contract.
- Tender will be evaluated using a two stage bidding process; functionality and preference point system
- Must be registered on Central Supplier Database Web (CSD Treasury).
- Tender documents will be for sale for cash at R590.10
- Tender documents will be available on the date of the briefing session at Masilonyana Local Municipality Finance Directorate.
- Tenders must be enclosed in a sealed envelope clearly stating the tender number.
- All prices quoted must be VAT inclusive, except in the case of non-VAT vendors.
- No tender document will be accepted if not properly sealed and marked.
- The general conditions of contract will be applicable to this tender,
- Bids not signed by the bidder will be rejected,
- No rectification/correction fluid may be used on the document.
- Bids received after closing TIME and/ or DATE will NOT be considered;
- The highest points or any bid will not necessary be accepted, and the Municipality reserves the right to sub-divide the contract and/or accept any portion of any bid thereof;
- Masilonyana Local Municipality reserves the right not to make any appointment.
- Tenders must be delivered personally and be placed in the Masilonyana Local Municipality's tender box. No emailed or faxed tenders will be accepted.
- No bids will be considered from persons in the service of the state.
- There will be a compulsory briefing session for this project.
- Please note that should you not receive any correspondence from the Municipality regarding your bid within three months after the closing date of this advertisement, you should regard your bid unsuccessful.

THE FOLLOWING DOCUMENTS SHOULD BE SUBMITTED AS PART OF RETURNABLES FOR YOUR BID

- Certified copy of Company registration certificate (CK), not older than 3 months
- Tax compliance status pin/Valid Tax Clearance
- Certified copy of Identity documents of directors/owners/members/shareholders, not older than 3months
- Latest and valid municipal rates and taxes that is not more than 90 days outstanding (In cases of a lease agreement must attach lease agreement accompanied by latest and valid municipal rates and taxes that is not more than 90 days outstanding).
- CIDB grading of 4CE/GB and potential emerging enterprise who satisfy criteria stated in the Tender Data may submit tender.
- Central Supplier Database (CSD) Registration Report or MAAA Number
- Valid BBBEE sworn affidavit, original or certified copy of BBBEE certificate.
- Successful bidder to allocate 30% of the total value of the project to local SMME's.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MASILONYANA LOCAL MUNICIPALITY

CONTRACT NO: 2024/02/001

FOR

APPOINTMENT OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF MASILO SPORTS COMPLEX (FENCING)

T1.2 TENDER DATA

The Conditions of Tender are the Standard Conditions of Tender as published in Annex C of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 423 Government Gazette No 42622 of 8 August 2019. A copy is attached directly after this section.

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

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

C.1.1 The Employer is: Masilonyana Local Municipality

Postal Address
P.O Box 8
Theunissen
9410

Physical Address
47 Le Roux Street
Theunissen
9410

C.1.2 The Tender Documents issued by the Employer comprise:

THE TENDER

Part T1 Tendering procedures

T1.1 Tender Notice and Invitation to Tender
T1.2 Tender Data

Part T2 Returnable documents

T2.1 List of returnable documents
T2.2 Returnable schedules

THE CONTRACT

Part C1 Agreements and Contract Data

C1.1 Form of Offer and Acceptance
C1.2 Contract Data
C1.3 Performance Guarantee
C1.4 Agreement in terms of Occupational Health and Safety Act, 1993

Part C2 Pricing Data

C2.1 Pricing Instructions
C2.2 Bill of Quantities

Part C3 Scope of Work

C3 Scope of Work

Part C4 Site Information

C4 Site Information

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part C5 Appendices**C5 Appendices****C.1.4**

Add the following:

"Tenderers shall note that verbal information given by the Employer's agent during clarification meetings, site visits or at any time prior to the award of the Contract will not be regarded as binding on the Employer. Only information issued formally in writing in terms of either an Addendum (C.3.2) or a Clarification of a Tender Offer (C.3.10) will be considered as amending the Tender Documents.

C.2.1

Only those tenderers who are registered with the cidb, or are capable of being so 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 4CE/GB Or Higher class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the cidb;
2. the lead partner has a contractor grading designation in the 4CE/GB Or Higher class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status.
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4CE/GB Or Higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

C.2.7

The arrangements for a compulsory clarification meeting are stated in the Tender Notice and Invitation to Tender:

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

C.2.12

No alternative offer will be accepted.

C.2.13.3

Parts of each tender offer communicated on paper shall be submitted as an original, plus **NIL** copies.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C.2.13.5

C.2.15.1 The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of Tender box: Masilonyana Local Municipality Offices

Physical address: 47 Le Roux Street
Theunissen

Identification details: Tender number: 2024/02/001

Title of Tender: APPOINTMENT OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF MASILO SPORTS COMPLEX (FENCING)

C.2.13.6

C.3.5.1 A two-envelope procedure will **not** be followed.

C.2.13.9 Telephonic, facsimile or emailed tender offers will **not** be accepted.

C.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

C.2.16 The tender offer validity period is **ninety days (90)** days.

C.2.20 The Tenderer is required to submit with his Tender a letter of intent from an approved insurer undertaking to provide the Performance Guarantee to the format included in Part T2.2 of this procurement document.

C.2.22 Return all retained Tender Documents within 28 days after the expiry of the validity period.

C .2.23 Add the following:

The Tenderer is **required** to submit the following with their tender:

Please Note: All Parties in a Joint Venture are Required to Submit the Required Documents, Certified copies of previously certified documents will be regarded as invalid.

- (1) A valid Tax status Pin issued by the South African Revenue Services. All parties in the Joint Ventures (JV's) must also attach a valid Tax Status Pin issued by the South African Revenue Services.
- (2) Certified copies of Company founding statement (CK);
- (3) Certified copies of Identity Documents of all directors that appear on the CK
- (4) Joint venture agreement signed by both parties clearly indicating the lead partner of the joint venture; (if tenderer is a joint venture)
- (5) A compliant status with the Central Supplier Database drawn from the National Department of National Treasury website;
- (6) Active proof of Contractor Registration drawn from the Construction Industry Development Board website should be attached to Returnable Schedule Form B2,
- (7) Evidence of registration and proof of good standing with the compensation fund or with a licensed compensation insurer in Construction activities;
- (8) Bidder/s who fails to submit an original or certified copy of a B-BBEE Certificate/ B-BBEE Sworn Affidavit will forfeit B-BBEE points
- (9) An up-to-date Certificate of Municipal Services of the Tenderer and all its Directors with no monies due to the services authority over 90 days, or a Lease agreement including an up-to-date Certificate of Municipal Services of the leased property.
- (10) A letter of intent from an approved insurer undertaking to provide the Performance guarantee to the format included in Part T2.2 of this procurement document
- (11) Certified copies of key personnel qualifications and curriculum vitae.
- (12) Original Bank rating Certificate with bank stamp. Minimum Rating of "C" or Higher required. Not older than three (3) months.
- (12) the Tenderer has not:
 - (i) abused the Employer's Supply Chain Management System; or
 - (ii) failed to perform on any previous contract and has been given a written notice to this effect;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C.3.4 *Add the following:*

The time and location for opening of the tender offers are:

Time **12h00** on the **23 February 2024**

Location: **Masilonyana Local Municipality, 47 Le Roux Street, Theunissen (Tender Box)**

C.3.11.1 *Add the following new sub item to Item 3.11:*

The tender evaluation method for the evaluation of all responsive tender offers will be Method 4: Financial offer, quality and preferences

C3.11.2 Scoring Quality

Quality shall be scored in accordance with the specified criteria. Only bidders with a minimum score of **60/100** will proceed to the financial scoring.

The system for earning functionality points (including Categories, Criteria and the points to be awarded for specific achievements) is described below.

| CATEGORY OF FUNCTIONALITY | MAXIMUM SCORE |
|--|---------------|
| a) Company Experience | 25 |
| b) Key Personnel | 20 |
| c) Methodology/Project Plan/Technical Approach | 20 |
| d) Plant Ownership-NATIS | 15 |
| e) Location of the Company | 10 |
| f) Bank Rating | 10 |
| TOTAL POINTS (N_Q) | 100 |

As per attached evaluation Criteria on specification document

C.3.13 Tender offers will only be accepted if:

Note: All parties in a Joint Venture are required to submit the required documents

- A valid Tax status Pin issued by the South African Revenue Services. All parties in the Joint Ventures (JV's) must also attach a valid Tax Status Pin issued by the South African Revenue Services.
- Certified copies of Company founding statement (CK);
- Certified copies of Identity Documents of all directors that appear on the CK
- Joint venture agreement signed by both parties clearly indicating the lead partner of the joint venture; (if tenderer is a joint venture)
- A compliant status with the Central Supplier Database drawn from the National Department of National Treasury website;
- Active proof of Contractor Registration drawn from the Construction Industry Development Board website should be attached to Returnable Schedule Form B2,
- Evidence of registration and proof of good standing with the compensation fund or with a licensed compensation insurer in Construction activities;
- Bidder/s who fails to submit an original or certified copy of a B-BBEE Certificate/ B-BBEE Sworn Affidavit will forfeit B-BBEE points
- An up-to-date Certificate of Municipal Services of the Tenderer and all its directors with no monies due to the services authority over 90 days, or a Lease agreement including an up-to-date Certificate of Municipal Services of the leased property.
- A letter of intent from an approved insurer undertaking to provide the Performance guarantee to the format included in Part T2.2 of this procurement document

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Witness 1

Witness 2

- (k) Certified copies of key personnel qualifications and curriculum vitae.
- (l) Original Bank rating Certificate with bank stamp. Minimum Rating of "C" or Higher required. Not older than three (3) months.
- (m) the Tenderer has not:
 - (i) abused the Employer's Supply Chain Management System; or
 - (ii) failed to perform on any previous contract and has been given a written notice to this effect;

Contractor
1091 (ENG_ACES 06/2023)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C.3.17 The number of paper copies of the signed Contract to be provided by the Employer is **ONE**.

Add the following:

The additional Conditions of Tender are:

Annex C

Standard Conditions of Tender

As published in Annexure C of the cidb Standard for Uniformity for construction Procurement, notice 423 Government Gazette No 42622 of 8 August 2019

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.

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;

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- 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
- 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.

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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.

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

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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.

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.2.11 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

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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.

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.

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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 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

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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.

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 BBEE 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.

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.

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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.

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.

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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.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:

| Requirement | Qualitative interpretation of goal |
|----------------|--|
| 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

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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;
- 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.

| | | | | | |
|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <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 |

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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.

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Witness 2

Employer

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Witness 2

MASILONYANA LOCAL MUNICIPALITY

CONTRACT NO: 2024/02/001

FOR

APPOINTMENT OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF MASILO SPORTS
COMPLEX (FENCING)

PART T2 RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS..... T2.2

T2.2 RETURNABLE SCHEDULES..... T2.3

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MASILONYANA LOCAL MUNICIPALITY

CONTRACT NO: 2024/02/001

FOR

APPOINTMENT OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF MASILO SPORTS COMPLEX (FENCING)

T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents:

- 1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES
- 2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES
- 3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT
- 4 OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT
- 5 C1.1 OFFER AND ACCEPTANCE (INCLUDED IN PART C1: AGREEMENT AND CONTRACT DATA)
- 6 C1.2 CONTRACT DATA (PART 2) DATA PROVIDED BY THE CONTRACTOR (INCLUDED IN PART C1: AGREEMENT AND CONTRACT DATA)
- 7 C2.2 BILL OF QUANTITIES (INCLUDED IN PART C2: PRICING DATA)

Contractor

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Employer

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MASILONYANA LOCAL MUNICIPALITY

CONTRACT NO: 2024/02/001

FOR

APPOINTMENT OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF MASILO SPORTS COMPLEX (FENCING)

T2.2 RETURNABLE SCHEDULES

The Tenderer must complete the following returnable documents.

T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

| | | |
|-----------|--|-------|
| Form A1: | Authority for Signatory | T2.5 |
| Form A2: | Schedule of Work carried out by Tenderer | T2.8 |
| Form A3: | Proposed Key Personnel | T2.9 |
| Form A4: | Schedule of Constructional Plant..... | T2.11 |
| Form A5: | Schedule of Proposed Subcontractors | T2.13 |
| Form A6: | Financial References | T2.15 |
| Form A7: | Schedule of Current Commitments..... | T2.16 |
| Form A8: | Estimated Monthly Expenditure | T2.17 |
| Form A9: | Proposed Deviations and Qualifications by Tenderer | T2.18 |
| Form A10: | Certificate of Insurance Cover | T2.19 |
| Form A11: | Preliminary Construction Programme..... | T2.20 |
| Form A12: | Returnable Document Checklist | T2.21 |

T2.2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

| | | |
|----------|--|-------|
| Form B1: | Certificate of Tenderer's Attendance at the Site/Clarification Meeting | T2.22 |
| Form B2: | Proof of Registration with Construction Industry Development Board | T2.23 |
| Form B3: | Form Concerning Fulfilment of the Construction Regulations, 2014 | T2.24 |
| Form B4: | Record of Addenda to Tender Documents | T2.26 |
| Form B5: | Letter of Intent to provide a Performance Guarantee | T2.27 |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT

| | | |
|-----------|--|-------|
| Form C1: | Declaration that Information on Central Supplier Database Is Correct and up to date | T2.28 |
| Form C2: | Compulsory Enterprise Questionnaire | T2.29 |
| Form C3: | Tax clearance certificate requirements and application form (MBD 2)..... | T2.32 |
| Form C4: | Declaration of Interest (MBD 4) | T2.33 |
| Form C5: | Preferencing Schedules: Preference points claim form in terms of Preferential Procurement Regulations, 2022 (MBD 6.1)) | T2.37 |
| Form C6: | Local Content in terms of PPR 2022 (MBD 6.2) | T2.41 |
| Form C7: | Contract form - purchase of goods/works (MBD 7.1) | T2.46 |
| Form C8: | Declaration of Bidder's Past Supply Chain Management Practices (MBD 8)..... | T2.48 |
| Form C9: | Certificate of Independent Bid Determination (MBD 9) | T2.50 |
| Form C10: | Protection of Personal Information | T2.54 |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A1 AUTHORITY FOR SIGNATORY

Status of concern submitting tender (delete whichever is not applicable.)

COMPANY /PARTNERSHIP /ONE-PERSON BUSINESS / CLOSE CORPORATION/ JOINT VENTURE

A. COMPANIES

If the bidder is a company, a certified copy of the resolution of the Board of Directors, personally signed by the chairperson of the board, authorizing the person to sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid or contract on behalf of the company must be submitted with this Bid.

An example is shown below:

By resolution of the board of Directors on20....., Mr. / Mshas been duly authorized to sign all documents in connection with BID NO.

SIGNED ON BEHALF OF THE COMPANY:

IN HIS CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:.....

WITNESSES: 1.

2.

B. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

| Full name of partner | Residential address | Signature |
|----------------------|---------------------|-----------|
| | | |
| | | |
| | | |

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

Hereby authorize to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid / or contract on our behalf.

| | | |
|-----------|-----------|-----------|
| | | |
| Signature | Signature | Signature |

| | | |
|-------|-------|-------|
| | | |
| Date | Date | Date |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C. ONE-PERSON BUSINESS

I, the undersignhereby confirm that I am the sole owner of the business

trading as

.....
Signature

.....
date

D. CLOSE CORPORATION

If the case of a close corporation submitting a bid, a certified copy of the founding Statement of such corporation shall be included with the Bid, together with a resolution by its members authorizing a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company must be submitted with this Bid.

An example is shown below:

By resolution of the members at the meeting on the20.....at
.....Mr. / Mswhose signature appear below, has been
duly authorized to sign all documents in connection with BID NO.

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

IN HIS / HER CAPACITY AS:.....

DATE:

SIGNATURE OF SIGNATORY:.....

WITNESSES: 1.

2.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

E. JOINT VENTURE

This Returnable Schedule is to be completed by joint ventures.

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

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

| NAME OF FIRM | ADDRESS | DULY AUTHORISED SIGNATORY |
|--|---------|--|
| Lead Partner: CIDB Registration | | Signature:..... Name:..... Designation:..... |
| Firm 1: CIDB Registration | | Signature:..... Name:..... Designation:..... |
| Firm 2: CIDB Registration | | Signature:..... Name:..... Designation:..... |
| Firm 3: CIDB Registration | | Signature:..... Name:..... Designation:..... |
| Firm 3: CIDB Registration | | Signature:..... Name:..... Designation:..... |

Contractor
1091 (ENG_ACES 06/2023)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A2 SCHEDULE OF WORK CARRIED OUT BY TENDERER

The Tenderer shall list below the last three or more civil engineering contracts of a similar nature awarded to him. This information is material to the award of the Contract.

| EMPLOYER (Name, tel no) | CONSULTING ENGINEER (Name, tel no) | NATURE OF WORK | VALUE OF WORK | YEAR OF COMPLETION |
|-----------------------------------|--|-----------------------|--------------------------|-------------------------------|
| | | | | |

SIGNED ON BEHALF OF TENDERER:

Contractor
1091 (ENG_ACES 06/2023)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

[illegible]

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

| DESIGNATION | NAME AND NATIONALITY OF: (i) NOMINEE (ii) ALTERNATE | SUMMARY OF QUALIFICATIONS, EXPERIENCE AND PRESENT OCCUPATION |
|---|--|--|
| <u>SITE OFFICE</u> | | |
| Contracts Manager | | |
| Site Engineer/Agent | | |
| Site Supervisor | | |
| Construction Foreman (give designation) | | |
| Other key staff (give designation) | | |

SIGNED ON BEHALF OF TENDERER:

Contractor
1091 (ENG_ACES 06/2023)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A4 SCHEDULE OF CONSTRUCTIONAL PLANT

The Tenderer shall state below what Constructional Plant will be available for the work should he be awarded the Contract. The Contractor should attach to his offer proof of ownership of plant or lease agreement of such plant to be allocated to this Contract. The Lessor of the plant must provide proof of ownership of the plant to be allocated to this Contract.

| DESCRIPTION, SIZE, CAPACITY | NUMBER | OWNED/ HIRED |
|-----------------------------|--------|-----------------|
| | | |

SIGNED ON BEHALF OF TENDERER:

| | | | | | |
|------------|-----------|-----------|----------|-----------|-----------|
| | | | | | |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

1091 (ENG_ACES 06/2023)

| DESCRIPTION, SIZE, CAPACITY | NUMBER | OWNED/ HIRED |
|-----------------------------|--------|-----------------|
| | | |

SIGNED ON BEHALF OF TENDERER:

Contractor
1091 (ENG_ACES 06/2023)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A5 SCHEDULE OF PROPOSED SUBCONTRACTORS

The Tenderer shall, in accordance with the provisions of Conditions of Tender, list below the subcontractors he proposes to employ for part(s) of the work.

I/We hereby confirm that the works outlined in the schedule below together with the values assigned have been designated as Sub-Contracting for work in the contract. The works below will be executed by Sub-Contractors procured in line with conditions set out below:

- i. An EME or QSE.
 - ii. An EME or QSE which is at least 51% black owned by black people;
 - iii. An EME or QSE which is at least 51% owned by black people who are youth;
 - iv. An EME or QSE which is at least 51% owned by black people who are women;
 - v. An EME or QSE which is at least 51% owned by black people with disabilities;
 - vi. An EME or QSE which is at least 51% owned by black people living in rural or
2. Underdeveloped areas or townships;
- i. A co-operative which is at least 51% owned by black people;
 - ii. An EME or QSE which is at least 51% owned by black people who are military veterans;
 - iii. More than one of the categories referred to above.

NB: Tenderers not agreeing or accepting the conditions contained herein will be deemed an unacceptable tender and accordingly eliminated.

Subcontractors must be chosen from the local community through the Masilonyana Local Municipality Database. All subcontractors must be registered on National Treasury's Central Supplier Database which can be accessed on National Treasury's website.

The successful contractor must submit periodic reports to the Project Engineer as follows:

- Name of sub-contractor and BBBEE status
- Area and location of project
- Scope of work issued to the sub-contractor
- Value of the work issued (auditable)
- Assistance provided to the sub-contractor e.g. acquisition of materials, machinery and tools
- Performance of the sub-contractor

Upon completion of the project, the contractor is required to provide a final report to JW on skills acquired, description and value of work performed as well as their overall performance.

(The above information will assist the sub-contractor to improve their CIDB grading)

 Contractor

1091 (ENG_ACES 06/2023)

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

Skills transfer

It is an absolute requirement that the successful tenderer empowers the appointed sub-contractor through the transfer of skills. In this regard a skills-transfer plan must be submitted prior to commencement of the project.

This tender is subjected to the following Conditions in addition to any other conditions stipulated and made part of this tender as described hereunder. By signing this document, the tenderer agrees to comply with all conditions hereunder in the event of being successful.

| TYPE OF WORK TO BE SUBCONTRACTED | TYPE OF DISCIPLINE | VALUE OF SUBCONTRACTOR WORK (EXCLUDING VAT) |
|----------------------------------|--------------------|---|
| | | |
| TOTAL VALUE (EXCLUDING VAT) | | |

Contractor
1091 (ENG_ACES 06/2023)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A6 FINANCIAL REFERENCES**Financial Statements**

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

Details of Company's Bank Rating (To be completed by bank):

| DESCRIPTION OF BANK DETAIL | BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE |
|----------------------------|---|
| Name of bank | |
| Branch name | |
| Branch code | |
| Street address | |
| Postal address | |
| Telephone number | |
| Fax number | |
| Account number | |
| Bank Rating Level | |

ATTACH BANK RATING LETTER AND BANK CONFIRMATION LETTER ON THE BANK'S LETTERHEAD WITH STAMP

SIGNED ON BEHALF OF TENDERER:

Contractor
1091 (ENG_ACES 06/2023)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A7 SCHEDULE OF CURRENT COMMITMENTS**Notes to Tenderer:**

1. The Tenderer shall list below all Contracts currently under construction or awarded and about to commence and tenders for which offers have been submitted but awards not yet made.
2. In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
3. The lists must be restricted to not more than 20 Contracts and 20 Tenders. If a tenderer's actual commitments or potential commitments are greater than 20 each, those listed should be in descending order of expected final contract value or sum tendered.

| Table 1 Contracts awarded | | | | |
|---------------------------|---------|--|-------------------|--------------------------|
| Employer | Project | Expected total value of contract (incl. VAT) | Duration (Months) | Expected completion date |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
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| | | | | |
| | | | | |
| | | | | |
| | | | | |

| Table 2 TENDERS NOT YET AWARDED | | | | |
|---------------------------------|---------|--------------------------|----------------------------|-----------------------|
| Employer | Project | Sum Tendered (incl. VAT) | Tendered Duration (Months) | Expected commencement |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
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| | | | | |
| | | | | |
| | | | | |

SIGNED ON BEHALF OF TENDERER:

Contractor
1091 (ENG_ACES 06/2023)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A8 ESTIMATED MONTHLY EXPENDITURE

The Tenderer shall state below the estimated value of work to be completed every month, based on his preliminary programme and his tendered unit rates.

The amounts for contingencies must not be included.

| MONTH | VALUE |
|-------|------------------------|
| 1 | R |
| 2 | R |
| 3 | R |
| 4 | R |
| 5 | R |
| 6 | R |
| 7 | R |
| 8 | R |
| 9 | R |
| 10 | R |
| 11 | R |
| 12 | R |
| 13 | R |
| 14 | R |
| 15 | R |
| 16 | R |
| 17 | R |
| 18 | R |
| | COMPLETION OF CONTRACT |
| TOTAL | R |

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A9 PROPOSED DEVIATIONS AND QUALIFICATIONS BY TENDERER

The Tenderer should record any **proposed** deviations or qualifications he may wish to make to the Tender Documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule.

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

If no deviations or modifications are desired, the schedule hereunder is to be marked **NIL** and signed by the Tenderer.

| PAGE | CLAUSE OR ITEM | DESCRIPTION |
|------|----------------|-------------|
| | | |

SIGNED ON BEHALF OF TENDERER:

Contractor
1091 (ENG_ACES 06/2023)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A10 CERTIFICATE OF INSURANCE COVER**Note to Tenderer:**

In the event of the Tenderer being a joint venture/consortium, the details of the individual members must also be provided.

The Tenderer shall provide the following details of this insurance cover:

- (i) Name of Tenderer:
- (ii) Period of Validity:
- (iii) Value of Insurance:
- Insurance for Works and Contractor's equipment
 Company:
 Value:
 - Insurance for Contractor's personnel
 Company:
 Value:
 - General public liability
 Company:
 Value:
 - SASRIA
 Company:
 Value:

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A11 PRELIMINARY CONSTRUCTION PROGRAMME

Note to Tenderer:

If a tenderer wishes to submit an alternative tender then this form, appropriately completed, shall be attached to the Pricing Schedule for the alternative proposal.

The Tenderer shall attach a preliminary programme, to this Form.

This programme shall:

- be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of execution of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract;
- also indicate the point where the Tenderer intends to commence work operations and the direction in which the work will proceed;
- be in accordance with the information provided in Form A4: Schedule of Constructional Plant, Form A8: Estimated monthly expenditure, and with all other aspects of the Tender; and
- indicate planned working hours.

Details of the preliminary programme shall be appended to this Form.

Number of sheets, appended by the Tenderer to this Form *[If NIL, enter NIL]*

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A12 RETURNABLE DOCUMENT CHECKLIST

This form has been created as an aid to ensure a tenderer's compliance with the completion of the returnable schedules.

| Reference No | Document Description | Tick if completed |
|--------------|---|-------------------|
| Form A1 | Authority for signatory | |
| Form A2 | Schedule of work carried out by Tenderer | |
| Form A3 | Proposed key personnel | |
| Form A4 | Schedule of constructional plant | |
| Form A5 | Schedule of proposed subcontractors | |
| Form A6 | Financial references | |
| Form A7 | Schedule of current commitments | |
| Form A8 | Estimated monthly expenditure | |
| Form A9 | Proposed deviations and qualifications by Tenderer | |
| Form A10 | Certificate of insurance cover | |
| Form A11 | Preliminary construction programme (for information purposes only) | |
| Form A12 | Returnable document checklist | |
| | | |
| Form B1 | Certificate of Tenderer's attendance at the Site/Clarification meeting | |
| Form B2 | Proof of registration with Construction Industry Development Board | |
| Form B3 | Form concerning fulfilment of the Construction Regulations, 2014 | |
| Form B4 | Record of Addenda of Tender Documents | |
| Form B5 | Letter of Intent to provide a Performance Guarantee | |
| | | |
| Form C1 | Declaration That Information on Central Supplier Database Is Correct and up to date | |
| Form C2 | Compulsory Enterprise Questionnaire | |
| Form C3 | Tax clearance certificate requirements and application form (MBD 2) | |
| | Declaration of Interest (MBD 4) | |
| Form C5 | Preferencing Schedules: Preference points claim form in terms of Preferential Procurement Regulations, 2022 (MBD 6.1) | |
| Form C6 | Local Content in terms of PPR 2017 (MBD 6.2) | |
| Form C7 | Contract form - purchase of goods/works (MBD 7.1) | |
| Form C8 | Declaration of Bidder's Past Supply Chain Management Practices (MBD 8) | |
| Form C9 | Certificate of Independent Bid Determination (MBD 9) | |
| Form C10 | Protection of Personal Information | |
| | | |
| Form C1.1 | Form of Offer | |
| Form C2.2 | Bills of Quantities | |

SIGNED ON BEHALF OF TENDERER:

Contractor
1091 (ENG_ACES 06/2023)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM B1 CERTIFICATE OF TENDERER'S ATTENDANCE AT THE
SITE/CLARIFICATION MEETING

This is to certify that I, ,
representative of *[Tenderer]*

.....
of *[address]*

.....
Telephone number

Fax number

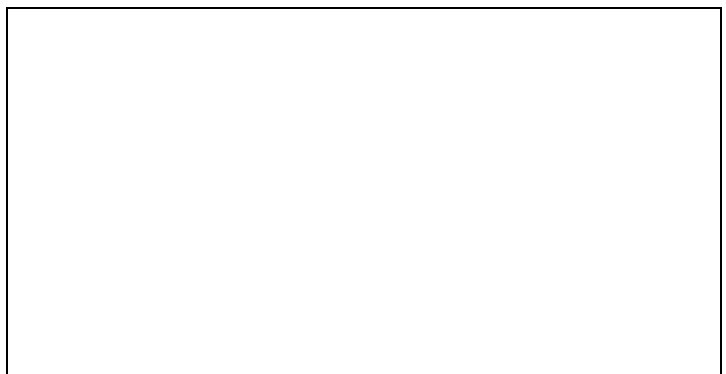
visited and examined the Site on *[date]*

in the company of *[Engineer/Engineer's Representative]*

TENDERER'S REPRESENTATIVE:

ENGINEER'S REPRESENTATIVE:

MUNICIPALITY STAMP:



**FORM B2 PROOF OF REGISTRATION WITH CONSTRUCTION INDUSTRY
DEVELOPMENT BOARD**

The Tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. (www.cidb.org.za). In the case of a joint venture, a printed copy of the Active Contractor's listing must be provided for each member of the joint venture.

Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

SIGNED ON BEHALF OF THE TENDERER:

FORM B3 FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

In terms of Regulation 5(1)(h) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), the Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her Tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

- 1 I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

| | |
|-----|--|
| YES | |
| NO | |

- 2 Proposed approach to achieve compliance with the Regulations (Tick)

| | |
|---|--|
| Own resources, competent in terms of the Regulations (refer to 3 below) | |
| Own resources, still to be hired and/or trained (until competency is achieved) | |
| Specialist subcontract resources (competent) - specify: | |

- 3 Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

.....

.....

.....

.....

.....

.....

- 4 Provide details of proposed training (if any) that will be undergone:

.....

.....

.....

.....

.....

.....

.....

- 5 Potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

.....

.....

.....

- 6 I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period.
(Tick)

| | |
|-----|--|
| YES | |
| NO | |

- 7 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, 1993 (Act No 130 of 1993)(COID).

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.

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

| | | | |
|---|-------|--------|-------|
| 1 | ..... | ID NO: | ..... |
| 2 | ..... | ID NO: | ..... |
| 3 | ..... | ID NO: | ..... |

FORM B4 RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications issued by 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:

SIGNED ON BEHALF OF TENDERER:

FORM B5 LETTER OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

It is hereby agreed that a Performance Guarantee drafted exactly as set out in the attached examples (See Section C1.3: Form of Guarantee) will be provided by the Surety named below:

Name of Surety (Bank or Insurer)

Address:

Signed:

Name:

Capacity:

On behalf of Tenderer (name of tenderer)

Date:

CONFIRMED BY Surety's Authorised representative

Signature(s):

Name (print):

Capacity

On behalf of Surety (Bank or Insurer)

Date:

**FORM C1 DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER
DATABASE IS CORRECT AND UP TO DATE**

THIS IS TO CERTIFY THAT I (name of bidder / authorized representative).....

....., WHO REPRESENTS (state name of bidder).....

.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER'S DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS QUOTATION/BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS QUOTATION/BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
NAME OF BIDDER

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:.....

FORM C2 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

| Name* | Identity number* | Personal income tax number* |
|-------|------------------|-----------------------------|
| | | |
| | | |
| | | |
| | | |

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

Section 5: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 6: Record in the service of the state

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

| | |
|--|--|
| <input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature |
|--|--|

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

*

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

*Insert separate page if necessary.

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

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

| | |
|--|--|
| <input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature |
|--|--|

*

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

*Insert separate page if necessary.

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

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

Signed: Date:

Name: Position:

Enterprise name:

FORM C3 TAX CLEARANCE CERTIFICATE REQUIREMENTS AND APPLICATION FORM

MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS AND APPLICATION FORM

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally or on the website www.sars.gov.za. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Fileers through the website www.sars.gov.za
3. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1(one) year from the date of approval.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Tax Compliance Status (TCS) Pin as of 18 April 2016
 - a. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which can be used to verify a bidder's tax status online via SARS E-filing.
 - b. The taxpayer must issue the municipality with the following:

Bidders who are not in possession of an original Tax Clearance Certificate must provide at least 2 of the 3 numbers listed below in order to verify the Tax Clearance Certificate via SARS e-filing.

| | |
|---|--|
| 1. Tax Reference Number | |
| 2. Tax Compliance Status Pin | |
| 3. Tax Clearance Certificate Number: | |

c. If a bidder is registered on the Maseleso Local Municipality Supplier's Database and the Municipality is already in possession of an original tax clearance certificate which is valid on closing date of bid, it MUST be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be needed.

6. Should a Tax Clearance Certificate not be verifiable on the SARS e-filing system, the bidder will be afforded an opportunity to submit a valid, verifiable Tax Clearance Certificate. It will result in the invalidation of the bid, should the bidder fail to provide a valid, verifiable Tax Clearance Certificate.

FORM C4 DECLARATION OF INTEREST**MBD 4****DECLARATION OF INTEREST**

| | | |
|-------|--|-----------------|
| 1. | No bid will be accepted from persons in the service of the state*. | |
| 2. | Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority. | |
| 3. | In order to give effect to the above, the following questionnaire must be completed and submitted with the bid. | |
| 3.1 | Full Name of bidder or his / her representative: | |
| 3.2 | Identity number: | |
| 3.3 | Position occupied in the Company (director, trustee, shareholder ²): | |
| 3.4 | Company Registration Number: | |
| 3.5 | Tax Reference Number: | |
| 3.6 | VAT Registration Number: | |
| 3.7 | The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below. | |
| 3.8 | Are you presently in the service of the state?* | YES / NO |
| 3.8.1 | <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder member:</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p> | |

| | | |
|--------|--|-----------------|
| 3.9 | Have you been in the service of the state for the past twelve months? | YES / NO |
| 3.9.1 | If so, furnish particulars. | |
| 3.10 | Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? | YES / NO |
| 3.10.1 | If yes, furnish the following particulars: Name of person: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars: | |
| 3.11 | Are you aware of any relationship (family, friend, other) between the bidder and any person 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 the following particulars: Name of person: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars: | |
| 3.12 | Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state? | YES / NO |
| 3.12.1 | If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member: | |

| | Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars: | | | | | | | | | | | | | | | | | | | | | |
|--|---|---|--|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| 3.13 | Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state? If yes, furnish the following particulars: 3.13.1 Name of person / director / trustee / shareholder / member: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars: | YES / NO | | | | | | | | | | | | | | | | | | | | |
| 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? If yes, furnish particulars: 3.14.1 | YES / NO | | | | | | | | | | | | | | | | | | | | |
| 4. Full details of directors / trustees / members / shareholders: THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE: | | | | | | | | | | | | | | | | | | | | | | |
| | <table border="1"> <thead> <tr> <th>Full Name</th><th>Identity Number</th><th>Individual Tax Number for each Director</th><th>State Employee Number (where applicable)</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> </tbody> </table> | Full Name | Identity Number | Individual Tax Number for each Director | State Employee Number (where applicable) | | | | | | | | | | | | | | | | | |
| Full Name | Identity Number | Individual Tax Number for each Director | State Employee Number (where applicable) | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
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| 5. | The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder. | | | | | | | | | | | | | | | | | | | | | |

Signature

Date

.....
Capacity

.....
Name of Bidder

¹MSCM 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 or 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 entity; or
- (f) an employee of Parliament or a provincial legislature.

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.

**FORM C5 PREFERENCING SCHEDULES: PREFERENCE POINTS CLAIM
FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2022**

MBD 6.1

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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 The value of this bid is estimated not **to exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

| | |
|--|------------|
| PRICE | 80 |
| B-BBEE SPECIFIC GOAL OF CONTRIBUTION | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |

| B-BBEE Status Level of Contributor | Number of Points for Preference (80/20) |
|---|--|
| 1 | 10 |
| 2 | 8 |
| 3 | 6 |
| 4 | 4 |
| 5 | 2 |
| 6 | 2 |
| 7 | 2 |
| 8 | 2 |
| Non-compliant contributor | 0 |
| Local area of supplier | Number of Points for Preference |
| | 80/20 |
| Within the boundaries of the Masilonyana municipality | 10 |
| Within the boundaries of Lejweleputswa District | 3 |
| Within the boundaries of the Free State | 2 |
| Outside of the boundaries of the Free State | 0 |

- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into

account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

(l) **“non-firm prices”** means all prices other than “firm” prices;

(m) **“person”** includes a juristic person;

(n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

(p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

(q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

(r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

(s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for BBBEE.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left[1 - \frac{P_t - P_{\min}}{P_{\min}} \right] \quad \text{or} \quad P_s = 90 \left[1 - \frac{P_t - P_{\min}}{P_{\min}} \right]$$

Where

P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 P_{\min} = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of points (80/20 system) | Number of points (90/10 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 1 | 10 | 5 |
| 2 | 8 | 4 |
| 3 | 6 | 3 |
| 4 | 4 | 2 |
| 5 | 2 | 1 |
| 6 | 2 | 1 |
| 7 | 2 | 1 |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| | | |
|---------------------------|---|---|
| 8 | 2 | 1 |
| Non-compliant contributor | 0 | 0 |

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

8.1.1. If yes, indicate:

- i) What percentage of the contract will be subcontracted%
- ii) The name of the sub-contractor iii)

The B-BBEE status level of the sub-contractor

iv) Whether the sub-contractor is an EME.

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:

9.2 VAT number:

9.3 Company registration number:

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

| |
|--|
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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

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

9.8 Total number of years the company/firm has been in business

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have

—

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

| | |
|-------------------------|-------|
| <p>WITNESSES</p> | |
| 1. | ..... |
| 2. | ..... |

| | |
|---|-------|
| <p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> | |
| DATE | ..... |
| ADDRESS: | ..... |
| | |
| | |

Contractor
1091 (ENG_ACES 06/2023)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

NB

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

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder entity), the
 following:

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

(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Contractor
1091 (ENG_ACES 06/2023)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM C7: CONTRACT FORM - PURCHASE OF GOODS/WORKS**MBD 7.1****CONTRACT FORM - PURCHASE OF GOODS/WORKS**

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

Contractor
1091 (ENG_ACES 06/2023)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

1. I..... in my capacity as.....
accept your bid under reference numberdated.....for
the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

Contractor
1091 (ENG_ACES 06/2023)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM C8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN
MANAGEMENT PRACTICES**

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 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 2015).
- 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 of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) 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 2015)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</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

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor
 1091 (ENG_ACES 06/2023)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM C9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**MBD 9****CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

Contractor
1091 (ENG_ACES 06/2023)

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:

Masilonyana Local Municipality

(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

Contractor
1091 (ENG_ACES 06/2023)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

 Contractor

1091 (ENG_ACES 06/2023)

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

MBD 9

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 2015 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor
1091 (ENG_ACES 06/2023)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM C10: PROTECTION OF PERSONAL INFORMATION**PROTECTION OF PERSONAL INFORMATION**

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Personal information act, No.4 of 2013. ("POPIA"):
Consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Masilonyana Local Municipality or its representative will process all information by the Respondent in terms of the requirements contemplated in Section4(1) of the POPIA:
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality;Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant tothis BID, the Responsible party is "Masilonyana Local Municipality" and the Data subject is the "Respondent". Masilonyana Local Municipality will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Masilonyana Local Municipality reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this BID and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Masilonyana Local Municipality.
5. In responding to this bid, Masilonyana Local Municipality acknowledges that it will obtain and have access to personal information of the Respondent. Masilonyana Local Municipality agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with anyapplicable law.
6. Masilonyana Local Municipality further agrees that in submitting any information or documentation requested in this BID, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Masilonyana Local Municipality and/or its authorised appointed third parties.
7. Furthermore, Masilonyana Local Municipality will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior writtenconsent from the Respondent. Similarly, Masilonyana Local Municipality requires the Respondent to process any personal information disclosed by Masilonyana Local Municipality in the bidding process in the same manner.
8. Masilonyana Local Municipality shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may beshared or accessed pursuant to this BID (physically, through a computer or any other form of electronic communication).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

9. Masilonyana Local Municipality shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request Masilonyana Local Municipality to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Masilonyana Local Municipality correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Masilonyana Local Municipality's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this BID, the Respondent is hereby consenting to the processing of their personal information for the purpose of this BID and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent below:

| | | | |
|------------|--|-----------|--|
| YES | | NO | |
|------------|--|-----------|--|

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Masilonyana Local Municipality against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this BID is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: _____

Should a Respondent have any complaints or objections to processing of its personal information, by Masilonyana Local Municipality, the Respondent can submit a complaint to the Information Regulator on <https://www.justice.gov.za/inforeg/>, click on contact us, click on complaints.IR@justice.gov.za

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MASILONYANA LOCAL MUNICIPALITY

CONTRACT NO: 2024/02/001

FOR

APPOINTMENT OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF MASILO SPORTS
COMPLEX (FENCING)

THE CONTRACT

| | | |
|---------|----------------------------------|------|
| PART C1 | AGREEMENT AND CONTRACT DATA..... | C1.1 |
| PART C2 | PRICING DATA | C2.1 |
| PART C3 | SCOPE OF WORKS..... | C3.1 |
| PART C4 | SITE INFORMATION..... | C4.1 |
| PART C5 | APPENDICES..... | C5.1 |

Contractor
1091 (ENG_ACES 06/2023)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MASILONYANA LOCAL MUNICIPALITY

CONTRACT NO: 2024/02/001

FOR

APPOINTMENT OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF MASILO SPORTS
COMPLEX (FENCING)

PART C1 AGREEMENT AND CONTRACT DATA

| | | |
|------|---|-------|
| C1.1 | FORM OF OFFER AND ACCEPTANCE | C1.2 |
| C1.2 | CONTRACT DATA..... | C1.6 |
| C1.3 | PERFORMANCE GUARANTEE (PRO FORMA) | C1.10 |
| C1.4 | AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993) | C1.13 |

Contractor
1091 (ENG_ACES 06/2023)

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MASILONYANA LOCAL MUNICIPALITY

CONTRACT NO: 2024/02/001

FOR

APPOINTMENT OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF MASILO SPORTS COMPLEX (FENCING)

C1.1 FORM OF OFFER AND ACCEPTANCE (AGREEMENT)**OFFER**

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

APPOINTMENT OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF MASILO SPORTS COMPLEX (FENCING)

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 IS

.....

..... rand *[in words]*; R..... *[in figures]*,

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

Signature(s) _____

Name(s) _____

Capacity _____

[Name and address of organisation]

Name and
signature of
witness

Date _____

CIDB Registration
number

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 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

- Part C1 Agreements and Contract Data *[which includes this Agreement]*
- Part C2 Pricing Data
- Part C3 Scope of Work
- Part C4 Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any Addenda thereto 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 the 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 the time required to submit documentation in accordance with clause 5.3.2 of the Contract Data (C1.2) 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 guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature(s) _____

Name(s) _____

Capacity _____

[Name and address of organisation]

Name and
signature of
witness

_____ Date _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 is agreed by the Parties becomes an obligation of the Contract and shall also be recorded here.
4. Any change or addition to the Tender Documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

6 Subject

Details

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FOR THE TENDERER:

Signature(s) _____

Name(s) _____

Capacity _____

*[Name and address of organisation]*Name and
signature of
witness _____ Date _____**FOR THE EMPLOYER:**

Signature(s) _____

Name(s) _____

Capacity _____

*[Name and address of organisation]*Name and
signature of
witness _____ Date _____**CONFIRMATION OF RECEIPT**

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

The..... *[day]*of *[month]*20.....*[year]*at *[place]*For the Contractor:
Signature.....
Name.....
CapacitySignature and name of witness:
Signature.....
Name

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MASILONYANA LOCAL MUNICIPALITY

CONTRACT NO: 2024/02/001
FOR

APPOINTMENT OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF MASILO SPORTS COMPLEX (FENCING)

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The *General Conditions of Contract for Construction Works*, Third Edition, 2015, published by the South African Institution of Civil Engineering, is applicable to this Contract and is obtainable from www.saice.org.za.

Copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering, Tel 011 805 5947.

CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this Contract:

Clause

- 1.1.1.13 The Defects Liability Period is 365 days.
- 1.1.1.14 The time for achieving Practical Completion is Days.
- 1.1.1.15 The name of the Employer is **Masilonyana Local Municipality**.
- 1.2.1.2 The Employer's address for receipt of communications is:

Postal Address
P.O Box 8
Theunissen
9410

Physical Address
47 Le Roux Street
Theunissen
9410

Telephone: 057 733 0106
Fax: 057 733 2217
Email:

website: www.masilonyana.fs.gov.za

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause

- 1.1.1.26 The Pricing Strategy is: Re-measurement Contract.
- 3.2.3 The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:
- 1 Clause 6.3: Variations
 - 2 Clause 5.11.1: Suspension of the Works
 - 3 Clause 5.12: Extension of Time for Practical Completion
- 5.3.1 The documentation required before commencement with Works execution are:
- Health and Safety Plan (Refer to Clause 4.3)
 Initial programme (Refer to Clause 5.6)
 Security (Refer to Clause 6.2)
 Insurance (Refer to Clause 8.6)
 Cash flow projection.
 Quality assurance plan
 Concrete mix design
- 5.3.2 The time to submit the documentation required before commencement with Works execution is fourteen (14) days.
- 5.8.1 The non-working days are Sundays.
- The special non-working days are:
- 1 Usually public holidays and (add voting days if applicable)
 - 2 The year end break commencing and ending on dates as specified by SAFCEC.
- 5.13.1 The penalty for failing to complete the Works is R 1 500.00 per day.
- 5.16.3 The latent defect period is ten (10) years for civil engineering works.
- 6.2.1 The Type of Security provided by the Contractor shall be a Performance Guarantee of 10% of the Contract Sum.
- 6.8.2 Contract Price Adjustment: Is not applicable
- 6.10.1.5 The percentage advance on materials not yet built into the Permanent Works is 80%.
- 6.10.3 Percentage retention is 10%.
 The retention money amount is limited to 10% of the Contract value.
- 8.6.1.1.2 The value of Plant and materials supplied by the Employer to be included in the insurance sum is NIL
- 8.6.1.1.3 The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 250 000
- 8.6.1.3 The limit of indemnity for liability insurance is R5 000 000 for any single claim, the number of claims to be unlimited during construction and Defects Liability Period.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause

8.6.1.5 In addition to the insurance required in terms of General Conditions of Contract Clause 8.6.11 to 8.6.1.3 the following insurance is also required:

Insurance cover against any damages or loss against production due to political unrest. The client shall not be held responsible for such damages or losses.

Existing buildings and infrastructure in the vicinity of the works likely to suffer damage as a result of the Contractor's negligence to the value of R5 000 000.00

10.7.1 The determination of disputes shall be by arbitration.

PART 2: DATA PROVIDED BY THE CONTRACTOR

1.1.1.9 The Contractor is

1.2.1.2 The Contractor's address for receipt of communications is:

Physical address:

Postal address:

.....

.....

.....

.....

.....

.....

.....

.....

Telephone:

Fax:

Email:

6.2.1 The security to be provided by the Contractor shall be a Performance Guarantee of 10% of the Contract sum (inclusive of 15% VAT) plus retention as stated in 6.10.3 of part 1

VARIATIONS TO THE CONDITIONS OF CONTRACT ARE:**Clause**

4.4.2 Liability for subcontractors

Add the following to Clause 4.4.2 after the last sentence:

"The Contractor shall not subcontract any part of the Contract without the prior written consent of the Engineer, which consent shall not be unreasonably withheld."

5.3.3 Time to instruct commencement of the Works

Add the following to Clause 5.3.3 after the last sentence:

"The Contractor shall not commence working until they have an approved project specific health and safety plan in terms of the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 and complied with the initial requirements thereof."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5.14.2 Issue of Certificate of Practical Completion

Replace "the Employer's Agent" in the second line with the following:

", the Contractor shall notify the Engineer, who shall inspect the Works and the Engineer"

5.14.4 Certificate of Completion

Replace " the Employer's Agent " in the third line of the first paragraph with:

", the Contractor shall notify the Engineer, who shall inspect the works and the Engineer"

6.2.2 *Delete Clause 6.2.2 in its entirety.*

6.10.4 Delivery, dissatisfaction with and payment of payment certificate

Replace "28 days" in the seventh line with "30 days".

6.11 Variations exceeding 15 per cent

Replace "15 per cent" in the heading, the marginal heading and the fourteenth line with "20 per cent".

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MASILONYANA LOCAL MUNICIPALITY

CONTRACT NO:2024/02/001

FOR

APPOINTMENT OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF MASILO SPORTS COMPLEX (FENCING)

C1.3 PERFORMANCE GUARANTEE (PRO FORMA)

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Engineer" means:

"Works" means:

"Site" means:

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

"Contract Sum" means: The accepted amount inclusive of tax of R

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R.....

Amount in words:

"Expire Date" means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 3 The Guarantor hereby acknowledge that:
- 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
- 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
- 4 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
- 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2 A first written demand issued by the Employer to the guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
- 5 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7 Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 8 Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
- 10 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 11 The Guarantor chooses the physical address as stated above for the service of all notices for al purposes in connection herewith.
- 12 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 13 This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory: (1)

Capacity.....

Guarantor's signatory: (2)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MASILONYANA LOCAL MUNICIPALITY

CONTRACT NO: 2024/02/001

FOR

APPOINTMENT OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF MASILO SPORTS COMPLEX (FENCING)

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

THIS AGREEMENT made at
 on this the day of in the year
 between [*hereinafter called "the Employer"*] of the one
 part, herein represented by
 in his capacity as
 and
 [*hereinafter called "the Mandatary"*] of the other part, herein represented by

 in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, viz *CONTRACT TITLE*

.....
 and has accepted a Tender by the Mandatary for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatary have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatary with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatary shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 5.16.1 (GCC 2015) of the General Conditions of Contract [*hereinafter referred to as "the GCC"*], or
 - (b) the date of termination of the Contract in terms of Clauses 9.1, 9.2 or 9.3 (GCC 2015) of the GCC.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 3 The Mandatary declares himself to be conversant with the following:
- (a) All the requirements, regulations and standards of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
 - (iii) Section 37 : Acts or omissions by employees or mandataries, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatary and to all his subcontractors.
- 4 In addition to the requirements of Clause 8.4 (GCC 2015) of the GCC and all relevant requirements of the Contract, the Mandatary agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatary is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 The Mandatary warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
- 7 The Mandatary undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- (a) The Mandatary shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatary shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatary obtains such approval and delegates any duty in terms of Section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatary to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Mandatary and/or his employees and/or his subcontractors.

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

WITNESS 1 2

NAME 1 2
(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATARY:

WITNESS 1 2

NAME 1 2
(IN CAPITALS)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatary in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on 20,

Mr/Ms whose signature

appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL

HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993) on behalf of

.....

.....

SIGNED ON BEHALF OF THE COMPANY :

IN HIS/HER CAPACITY AS :

DATE :

SIGNATURE OF SIGNATORY :

WITNESS 1 2

NAME 1 2
(IN CAPITALS)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MASILONYANA LOCAL MUNICIPALITY

CONTRACT NO: 2024/02/001

FOR

APPOINTMENT OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF MASILO SPORTS
COMPLEX (FENCING)

PART C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS C2.2 - C2.3

C2.2 BILL OF QUANTITIES C2.4

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MASILONYANA LOCAL MUNICIPALITY

CONTRACT NO: 2024/02/001

FOR

APPOINTMENT OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF MASILO SPORTS COMPLEX (FENCING)

C2.1 PRICING INSTRUCTIONS

- 1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Scope of Work. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities¹. Should any requirement of the measurement and payment clause of the appropriate Standardised or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardised, Project, or Particular Specification as the case may be, shall prevail.
- 4 Unless stated to the contrary, items are measured net in accordance with the drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

¹ South African Institution of Civil Engineers, *The Standard System of Measurement of Civil Engineering Quantities*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 7 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

- 8 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

| | | |
|----------|---|---|
| Unit | : | The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications |
| Quantity | : | The number of units of work for each item |
| Rate | : | The payment per unit of work at which the Tenderer tenders to do the work |
| Amount | : | The quantity of an item multiplied by the tendered rate of the (same) item |
| Sum | : | An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units |

- 9 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

| | | |
|----------------------|---|-----------------------|
| mm | = | millimetre |
| m | = | metre |
| km | = | kilometre |
| km-pass | = | kilometre-pass |
| m ² | = | square metre |
| m ² -pass | = | square metre-pass |
| ha | = | hectare |
| m ³ | = | cubic metre |
| m ³ -km | = | cubic metre-kilometre |
| kW | = | kilowatt |
| kN | = | kilonewton |
| kg | = | kilogram |
| t | = | ton (1 000 kg) |
| % | = | per cent |
| MN | = | meganewton |
| MN-m | = | meganewton-metre |
| PC Sum | = | prime cost sum |
| Prov Sum | = | provisional sum |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MASILONYANA LOCAL MUNICIPALITY

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FOR

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COMPLEX (FENCING)

C2.2 BILL OF QUANTITIES

SUMMARY OF BILL OF QUANTITIES

CALCULATION OF TENDER SUM

As per attached BILL OF QUANTITIES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MASILONYANA LOCAL MUNICIPALITY

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FOR

APPOINTMENT OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF MASILO SPORTS COMPLEX (FENCING)

PART C3 SCOPE OF WORK, As per specification document attached

SDA GENERAL

SDA 1 SCOPE

REPLACE THE CONTENTS OF SUBCLAUSE 1.1, INCLUDING THE NOTES, WITH THE FOLLOWING:

"1.1 This specification covers requirements, principles and responsibilities of a general nature which are generally applicable to civil engineering construction and building works contracts, as well as the requirements for the Contractor's establishment on the Site."

SDA 2 INTERPRETATIONS

SDA 2.3 DEFINITIONS

IN THE OPENING PHRASE BETWEEN THE WORDS "specification" AND "the following", INSERT THE WORDS "the definitions given in the Conditions of Contract and".

(a) General

ADD THE FOLLOWING DEFINITIONS:

" 'General Conditions' and 'Conditions of Contract': The General Conditions of Contract specified for use with this Contract, together with the Contract Data (GCC 2015) as applicable.

'Specified': As specified in the Standardized Specifications, the Drawings or the Project Specifications. 'Specifications' shall have the corresponding meaning."

The terms "ESCOM", "ESC" and "Electricity Supply Commission" shall mean "Eskom".

The terms "GPO", "P&T", "Department of Posts and Telecommunications" and "Telkom" shall mean "Telkom SA Limited".

Except for references to the Bureau itself, and to the (official) SANS mark, the term "SANS" shall mean "SANS".

The term "Schedule of Quantities" and "Bill of Quantities" shall mean the same.

The term "Project Specification" shall mean that portion of the Scope of the Works that completes and/or amends the standardised and standard specifications.

(c) Measurement and payment

REPLACE THE DEFINITIONS FOR "Fixed charge", "Time-related charge" AND "Value-related charge" WITH THE FOLLOWING:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

" 'Fixed charge': A charge that is not subject to adjustment on account of variations in the value of the Contract Price or the time allowed in the Contract for the completion of the work.

'Time-related charge': A charge, the amount of which varies in accordance with the Time for Completion of the Works, adjusted in accordance with the provisions of the Contract.

'Value-related charge': A charge, the amount of which varies pro rata with the final value of the measured work executed and valued in accordance with the provisions of the Contract.' "

SDA 2.4 ABBREVIATIONS

(a) Abbreviations relating to standard documents

ADD THE FOLLOWING ABBREVIATION:

"CKS: SABS Co-ordinating Specification."

SDA2-8 Items in Bill of Quantities - Principle (Subclause 2.8.1)

In the fourth line of Subclause 2.8.1, after the word "specification", add: "or in the measurement and payment clause of the standard specification, particular specification or Specification Data".

Add the following paragraphs:

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

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions,
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the accommodation he may require

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

The Contractor shall be deemed to have based his tender on the technical data given in the Documents and, if in the performance of the Contract any circumstances shall differ from the said technical data, which difference causes delay or additional Cost, the Contractor shall be entitled to make a claim in accordance with Clause 10.1.1.

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the Works and of the rates and prices stated in the priced Bill of Quantities and the Schedule of Rates and Prices (if any) or in the specification, which rates and prices shall (except in so far as otherwise provided in the Contract) collectively cover full payment for the discharge of all his obligations under the Contract and all matters and things necessary for the proper completion of the Works."

SDA 3 MATERIALS

SDA 3.1 QUALITY

ADD THE FOLLOWING AT THE END OF SUBCLAUSE 3.1:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

"All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified to be in accordance with SABS Specifications shall bear the SABS mark, where such a mark is available for the type of product."

SDA 4 PLANT

SDA 4.1 SILENCING OF PLANT

REPLACE THE CONTENTS OF SUBCLAUSE 4.1 WITH THE FOLLOWING:

"The Contractor's attention is drawn to the applicable regulations pertaining to noise and hearing conservation, framed under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended.

The Contractor shall at all times and at his own cost, be responsible for implementing all necessary steps to ensure full compliance with such regulations, including but not restricted to the provision and use of suitable and effective silencing devices for pneumatic tools and other plant which would otherwise cause a noise level in excess of that specified in the said regulations.

Where appropriate, the Contractor shall further, by means of temporary barriers, effectively isolate the source of such noise in order to comply with the said regulations."

SDA4-2 CONTRACTOR'S OFFICES STORES AND SERVICES

ADD THE FOLLOWING ATE THE END OF SUBCLAUSE 4.2:

The latrine services required by the General Conditions of Contract and Clause 28 of the Construction Regulations, shall be of the chemical type and shall be readily accessible to workers at all areas of the site.

The Contractor shall make all the necessary arrangements with the relevant local authority for the disposal of the contents of the toilets on a regular basis.

The suitable first aid services required in terms of Subclause 4.2 of SANS 1200 A shall include, inter alia, a First Aid cabinet fully equipped and maintained with at least the minimum contents as listed in the Annexure (Regulation 3) to the General Safety Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), to deal with accidents and ailments which are likely to occur during the construction period.

The Contractor shall provide personal safety equipment and facilities as required by Regulation 2 of the General Safety Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

SDA 5 CONSTRUCTION

SDA5-1 Survey

SDA5-1.1 Setting out of the Works. (Subclause 5.1.1)

Before commencing any construction, the Contractor shall check the relative positions and levels of all reference pegs and bench marks and inform the Engineer of any discrepancy.

Add to Subclause 5.1.1

"The Contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provisions of all necessary instruments, appliances and labour in connection therewith.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall carefully protect and preserve all benchmarks, sight-rails, pegs and other things used in setting out the Works.

The checking of any setting-out or of any line or level by the Engineer shall not relieve the Contractor of his responsibility for the correctness thereof.

If at any time during the progress of the Works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required to do so by the Engineer, shall at his own expense rectify such error to the satisfaction of the Engineer, but if such error is based on incorrect data supplied in writing by the Engineer or if there is any delay in providing the particulars required, the Contractor shall, in respect of that delay and the Cost of such rectification, be entitled to make a claim in accordance with Clause 10.1.1."

The Contractor shall advise the Engineer of any conflict between the position of any part of the Works and an existing feature.

SDA 5.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS.

ADD THE FOLLOWING AFTER THE SECOND SENTENCE OF SUBCLAUSE 5.2:

" The Contractor shall, in connection with the Works, provide and maintain all signs, signboards, lights, barriers, barricades, fencing and watching when and where:

- a) specified in or reasonably to be inferred from the Contract, or
- b) required by any competent statutory or other authority, or
- c) required by the Engineer for the protection of the Works or for the safety or convenience of the public or others;

provided that, if the Engineer shall instruct the Contractor to provide any sign, signboard, light, barrier, barricade, fencing or watching not included in paragraphs (a), (b) or (c), such requirement shall constitute a variation by the Engineer in terms of Clause 6.4 of the General Conditions of Contract".

All temporary signs shall be of the type and size required for rural roads, as applicable, as specified in the "Southern African Development Community Road Traffic Signs Manual" and Chapter 13, [Roadworks Signing] of the South African Road Traffic Signs Manual".

Unless the closing of streets, accesses and thoroughfares has been properly arranged, the Contractor shall accommodate and provide for through traffic, traffic at crossings and vehicular access to houses and buildings at all times. If necessary, safe ramps to mount road kerbs shall be provided where traffic is to be diverted.

SDA 5.3 PROTECTION OF EXISTING STRUCTURES

REPLACE" Machinery and Occupational Safety Act, 1983 (Act No 6 of 1983)" WITH "Occupational Health and Safety Act, 1993 (Act No 85 of 1993), as amended," AND INSERT THE FOLLOWING AFTER "(Act No. 27 of 1956)": "as amended".

SDA 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

REPLACE THE HEADING AND THE CONTENTS OF SUBCLAUSE 5.4 WITH THE FOLLOWING:

"SDA 5.4 LOCATION AND PROTECTION OF EXISTING SERVICES

SDA 5.4.1 Location of existing services

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C4 . 5

Before commencing with any work in an area, the Contractor shall ascertain the presence and actual position of all services which can reasonably be expected by an experienced and competent contractor to be present on, under, over or within the Site.

Without in any way limiting his liability in terms of the Conditions of Contract in relation to damage to property and interference with services, the Contractor shall, in collaboration with the Engineer, obtain the most up-to-date plans as are available, showing the positions of services existing in the area where he intends to work. Neither the Employer nor the Engineer offers any warranty as to the accuracy or completeness of such plans and because services can often not be reliably located from plans, the Contractor shall ascertain the actual location of services depicted on such plans by means of careful inspection of the Site.

Thereafter, the Contractor shall, by the use of appropriate methodologies, carefully expose the services at such positions as are agreed to by the Engineer, for the purposes of verifying the exact location and position of the services. Where the exposure of existing services involves excavation to expose underground services, the further requirements of subclauses 4.4 and 5.1.2.2 of SABS 1200 D (as amended) shall apply.

The aforesaid procedure shall also be followed in respect of services not shown on the plans but which may reasonably be anticipated by an experienced Contractor to be present or potentially present on the site.

All services, the positions of which have been determined as aforesaid at the critical points, shall henceforth be designated as 'known services' and their positions shall be indicated by the Contractor on a separate set of drawings, a copy of which shall be furnished to the Engineer without delay.

As soon as any service which has not been identified and located as described above is encountered on, under, over or within the site, it shall henceforth be deemed to be a known service and the aforesaid provisions pertaining to locating, verifying and recording its position on the balance of the site shall apply. The Contractor shall notify the Engineer immediately when any such service is encountered or discovered on the Site.

Whilst he is in possession of the Site, the Contractor shall be liable for all loss of or damage as may occur to

- (a) known services, anywhere along the entire lengths of their routes, as may reasonably be deduced from the actual locations at which their positions were verified as aforesaid, due cognizance being taken of such deviations in line and level which may reasonably be anticipated, and
- (b) any other service which ought reasonably to have been a known service in accordance with the provisions of this clause.

The Contractor shall also be liable for consequential damage in regard to (a) and (b), whether caused directly by the Contractor's operations or by the lack of proper protection.

No separate payment will be made to the Contractor in respect of his costs of providing, holding available on the Site and utilising the said detecting and testing equipment, nor for any costs incurred in preparing and submitting to the Engineer the Drawings as aforesaid. These costs shall be deemed included in the Contractor's other tendered rates and prices included in the Contract.

Payment to the Contractor in respect of exposing services at the positions agreed by the Engineer and as described above will be made under the payment items (if any) as may be provided for in the respective sections of the specifications pertaining to the type of work involved.

SDA 5.4.2 Protection during construction

The Contractor shall take all reasonable precautions and arrange its operations in such a manner as to prevent damage occurring to all known services during the period which the Contractor has occupation and/or possession of the Site.

Contractor

Witness 1

Witness 2

Employer

Witness 1

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Services left exposed shall be suitably protected from damage and in such a manner as will eliminate any danger arising therefrom to the public and/or workmen, all in accordance with the requirements of the prevailing legislation and related regulations.

Unless otherwise instructed by the Engineer, no services shall be left exposed after its exact position has been determined and all excavations carried out for the purpose of exposing underground services shall be promptly backfilled and compacted. In roadways, the requirements of subclause 5.9 of SABS 1200 DB should be observed. In other areas compaction is to be to 90% modified AASHTO density.

SDA 5.4.3 Alterations and repairs to existing services

Unless the contrary is clearly specified in the Contract or ordered by the Engineer, the Contractor shall not carry out alterations to existing services. When any such alterations become necessary, the Contractor shall promptly inform the Engineer, who will either make arrangements for such work to be executed by the owner of the service, or instruct the Contractor to make such arrangements himself.

Should damage occur to any existing services, the Contractor shall immediately inform the Engineer, or when this is not possible, the relevant authority, and obtain instructions as to who should carry out repairs. In urgent cases, the Contractor shall take appropriate steps to minimise damage to and interruption of the service. No repairs of telecommunication cables or electric power lines and cables shall be attempted by the Contractor.

Before the commencement of any excavation the Contractor shall confirm the name and telephone number of the relevant officials directly concerned with the known or suspected services, shall acquaint himself with the position of the control points of the services and shall have readily available the equipment necessary to shut-off and isolate any such service. The Contractor shall liaise with the relevant authorities or controlling bodies for the necessary temporary closure of any services during construction.

SDA 5.7 SAFETY

REPLACE THE CONTENTS OF SUBCLAUSE 5.7 WITH THE FOLLOWING:

"Pursuant to the provisions of the Conditions of Contract, and without in any way limiting the Contractor's obligations thereunder, the Contractor shall at his own expense (except only where specific provision (if any) is made in the Contract for the reimbursement to the Contractor in respect of particular items), provide the following:

- (a) Provide to its Employees on the site of the works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended (hereinafter referred to as the Act) at all times, and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment at all times;
- (b) Provide, install and maintain all barricades, safety signage and other measures to ensure the safety of workmen and all persons in, on and around the site, as well as the general public;
- (c) Implement on the site of the works, such procedures and systems and keep all records as may be required to ensure compliance with the requirements of the Act at all times;
- (d) Implement all necessary measures so as to ensure compliance with the Act by all subcontractors engaged by the Contractor and their employees engaged on the works;
- (e) Full compliance with all other requirements pertaining to safety as may be specified in the Contract.

The Employer and the Engineer shall be entitled, although not obliged, to make such inspections on the site as they shall deem appropriate, for the purpose of verifying the Contractor's compliance with the

Contractor

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requirements of the Act. For this purpose, the Contractor shall grant full access to the site of all parts of the site and shall co-operate fully in such inspections and shall make available for inspection all such documents and records as the Employer's and/or Engineer's representative may reasonably require.

Where any such investigations reveal, or where it comes to the Engineer's attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this clause, the Engineer shall, in accordance with the provisions of Clause 5.11.2 (GCC 2015) of the Conditions of Contract, be entitled to suspend progress on the works or any part thereof until such time as the Contractor has demonstrated to the satisfaction of the Engineer, that such breach has been rectified.

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the works or any part thereof is suspended by the Engineer in terms of this clause, and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of Clause 5.13.1 (GCC 2015) of the Conditions of Contract should the Contractor fail to complete the Works on or before the specified due completion date in consequence of the suspension.

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Engineer to act in terms of Clause 9.2.1.1 (GCC 2015) of the Conditions of Contract and for the Employer to cancel the Contract in accordance with the further provisions of the said Clause 9.2.1 (GCC 2015)."

ADD THE FOLLOWING SUBCLAUSES TO CLAUSE 5:

SDA 5.9 SITE MEETINGS

The Contractor or his authorised agent will be required to attend regular site meetings, which shall normally be held once a month on dates and at times determined by the Engineer, but in any case whenever reasonably required by the Engineer. Unless otherwise indicated in the Contract or instructed by the Engineer, such meetings shall be held at the Contractor's offices on the site. At such monthly meetings, matters such as general progress on the works, quality of work, problems, claims, payments, and safety shall be discussed, but not matters concerning the day-to-day running of the Contract.

SDA 6 TOLERANCES

ADD THE FOLLOWING SUBCLAUSE TO CLAUSE 6:

"SDA 6.4 USE OF TOLERANCES

No guarantee is given that the full specified tolerances will be available independently of each other, and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

Except where the contrary is specified, or when clearly not applicable, all quantities for measurement and payment shall be determined from the 'authorised' dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Engineer, without any allowance for the specified tolerances. Except if otherwise specified, all measurements for determining quantities for payment will be based on the 'authorised' dimensions.

If the work is constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the calculation of quantities will be based on the 'authorised' dimensions, regardless of the actual dimensions to which the work has been constructed.

When the work is not constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the Engineer may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material in excess of those calculated for the 'authorised' dimensions, and where the actual dimensions are less than the 'authorised' dimensions

Contractor

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Employer

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Witness 2

minus the tolerance allowed, quantities for payment shall be calculated based on the actual dimensions as constructed."

SDA 7 TESTING

SDA 7.1 PRINCIPLES

SDA 7.2 APPROVED LABORATORIES

REPLACE THE CONTENTS OF SUBCLAUSE 7.2 WITH THE FOLLOWING:

"Unless otherwise specified in the relevant specification or elsewhere in the Project Specification, the following shall be deemed to be approved laboratories in which design work, or testing required in terms of a specification for the purposes of acceptance by the Engineer of the quality of materials used and/or workmanship achieved, may be carried out:

- (a) Any testing laboratory certified by the South African National Accreditation Systems (SANAS) in respect of the nature and type of testing to be undertaken for the purposes of the Contract;
- (b) Any testing laboratory owned, managed or operated by the Employer or the Engineer;
- (a) Any testing laboratory established and operated on the Site by or on behalf of the Employer or the Engineer.
- (d) Any other laboratory that the Engineer approves in his absolute discretion."

SDA 8 MEASUREMENT AND PAYMENT

SDA 8.1 MEASUREMENT

SDA 8.1.1 Method of measurement, all sections of the Schedule

IN THE SECOND LINE OF SUBCLAUSE 8.1.1, AFTER THE WORDS "standardized specification or in" ADD "BETWEEN THE WORDS "specification" AND "the following", INSERT THE WORDS "the measurement and payment clause of the standard specification, particular specification or".

DELETE THE WORDS "and South West Africa".

SDA 8.1.2 Preliminary and General item or section

SDA 8.1.2.1 Contents

REPLACE THE LAST SENTENCE OF SUBCLAUSE 8.1.2.1(b) WITH THE FOLLOWING:

"Separate items will be scheduled to cover the fixed, value-related and time-related components of the Contractor's preliminary and general costs."

SDA 8.1.2.2 Tendered sums

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Except only where specific provision is made in the Specifications and/or the Schedule of Quantities for separate compensation for any of these items, the Contractor's tendered sums under items SDA 8.3 and SDA 8.4 shall collectively cover all charges for:

- Risks, costs and obligations in terms of the Conditions of Contract and of this standardized specification;
- Head-office and site overheads and supervision;

Contractor

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Employer

Witness 1

Witness 2

- Profit and financing costs;
- Expenses of a general nature not specifically related to any item or items of the permanent or temporary work;
- providing such facilities on site as may be required by the Contractor for the proper performance of the Contract and for its personnel, including, but without limitation, providing offices, storage facilities, workshops, ablutions, services such as water, electricity, sewage and rubbish disposal, access roads and all other facilities required, as well as for the maintenance and removal on completion of the works of these facilities and cleaning-up of the site of the Contractor's establishment and reinstatement to not less than its original condition;
- Providing the facilities for the Engineer and his staff as specified in the Contract and their removal from the site on completion of the Contract;
- Erection, maintenance and removal of temporary fencing and barricades;
- Dealing with water (Subclause 5.5);
- Access to works (Subclause 5.8); and
- Providing and maintaining the fire-fighting equipment, as well as training the work teams in their use."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SDA 8.2 PAYMENT

SDA 8.2.1 Fixed-charge and value-related items

REPLACE THE CONTENTS OF SUBCLAUSE 8.2.1 WITH THE FOLLOWING:

SDA 8.2.1.1 Fixed-charge items

"Payment of fixed charges in respect of item 8.3.1 will be made as follows:

- (a) EIGHTY PER CENT (80%) of the sum tendered will be paid when the facilities have been provided and approved;
- (b) The remaining TWENTY PER CENT (20%) will be paid when the works have been completed, the facilities have been removed and the site of the Contractor's establishment has been cleared and cleaned to the satisfaction of the Engineer.

No adjustment will be made to the sum tendered in respect of item 8.3.1 should the value of the works finally executed or the time for completion vary in any way from that specified in the tender.

SDA 8.2.1.2 Value-related items

Payment for the sum tendered under item 8.3.2 will be made in three separate instalments as follows:

- (a) The first instalment, which is 40% of the sum, will be paid when the Contractor has fulfilled all his obligations to date under this specification, the General Conditions of Contract and the Contract Data (GCC 2015), and when the value of work certified for payment, excluding materials on site and payments for preliminary and general items, is equal to not less than 5% of the total value of the work listed in the Schedule of Quantities.
- (b) The second instalment, which is 40% of the sum, will be made when the amount certified for payment, including retention moneys but excluding this second instalment, exceeds 50% of the tender sum.
- (c) The final payment, which is 20% of the sum, will be made when the works have been certified as completed and the Contractor has fulfilled all his obligations to date under this Specification, the General Conditions of Contract and the Contract Data (GCC 2015).

Should the value of the measured work finally completed be more or less than the tender sum, the sum tendered under item 8.3.2 will be adjusted up or down in accordance with the provisions of Clause 6.11.1 (GCC 2015) of the Conditions of Contract amended to clause 6.11 of the variation of the conditions of contract, and this adjustment will be applied to the third instalment."

SDA 8.2.2 Time-related items

REPLACE THE CONTENTS OF SUBCLAUSE 8.2.2 WITH THE FOLLOWING:

"Subject to the provisions of subclauses 8.2.4, payment under item 8.4.1 (time-related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered Contract period in months, provided always that the total of the monthly amounts so paid for the item is not out of proportion to the value of the progress of the Works as a whole."

Notwithstanding the stipulation of Subclause 8.2.2, an approved extension of time will only entitle the Contractor to payment in terms of clause 5.12.3 of GCC 2015.

SDA 8.3 SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

REPLACE THE CONTENTS OF SUBCLAUSE 8.3.1 WITH THE FOLLOWING:

"SDA 8.3.1 Fixed preliminary and general charges

Unit: sum

The sums tendered shall include full compensation for all fixed-charge preliminary and general charges as described in subclause SDA 8.1.2.2. Payment will be made as described in subclause SDA 8.2.1.1.

Payment for "operation and maintenance of facilities for the Engineer", in accordance with Subclause 8.4.2.1 will not be authorized by the Engineer until the name board has been erected and approved.

SDA 8.3.2 Value-related preliminary and general charges

Unit: sum

The sums tendered shall include full compensation for all value-related preliminary and general charges as described in subclause SDA 8.1.2.2. Payment will be made as described in subclause SDA 8.2.1.2."

SDA 8.4 SCHEDULED TIME-RELATED ITEMS

REPLACE THE CONTENTS OF SUBCLAUSE 8.4 WITH THE FOLLOWING:

"SDA 8.4.1 Time-related preliminary and general charges

Unit: sum

The sum tendered shall include full compensation for all time-related preliminary and general charges as described in subclause SDA 8.1.2.2. Payment will be made as described in subclause SDA 8.2.2."

SDA 8.5 SUMS STATED PROVISIONALLY BY THE ENGINEER

REPLACE THE CONTENTS OF SUBCLAUSE 8.5 WITH THE FOLLOWING:

"SDA 8.5.1 Works executed by the subcontractor

(a) Description of item to which Prime Cost Sum applies

Unit: Prov Sum

(b) Charge required by Contractor on subitem (a) above

Unit: %

Subitems (a) and (b) will be provided in the Schedule of Quantities for each different Subcontract included in the Contract.

The Contractor shall be reimbursed under subitem (a), in substitution of the respective Provisional Sums (if any) allowed in the Schedule of Quantities, the amounts actually paid or payable by the Contractor to the respective Nominated Subcontractors, in accordance with the provisions of Clause 6.6 of the Conditions of Contract.

The Contractor shall be paid under subitem (b), either:

(a) where the unit of measurement for subitem (b) was specified as being a percentage, the respective percentage, as stated by the Contractor in its tender, of the amount certified by the Engineer for payment under the related subitem (a), all in accordance with the provisions of Clause 6.6.1.2.1 of the Conditions of Contract, or

(b) where the unit of measurement for subitem (b) was specified as being a lump sum, an amount which is in the same proportion to the amount certified for payment under subitem (a) and the tendered lump sum is to the amount of the Provisional Sum stated under subitem (a) in accordance with the provisions of Clause 6.6.1.2.2.

The percentage or sum (as applicable) paid under subitem (b) as aforesaid, shall be deemed to include for full and final compensation to the Contractor for all costs as may be incurred and all charges and profits associated with the engagement, supervision, administration and management of the Nominated Subcontractor required of him in fulfilling its obligations under the Contract as the Principal Contractor."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

SDA 8.6 PRIME COST ITEMS

REPLACE SUBCLAUSE 8.6 WITH THE FOLLOWING:

"SDA 8.6 PRIME COST SUMS

- | | | |
|-----|---|--------------|
| (a) | Description of item to which Prime Cost Sum applies | Unit: PC Sum |
| (b) | Charge required by Contractor on subitem (a) above | Unit: % |

Subitems (a) and (b) will be provided in the Schedule of Quantities for each different item to which a Prime Cost Sum applies.

The Contractor shall be reimbursed under subitem(s) (a) in substitution of the respective Prime Cost Sums included in the Contract, the actual price(s) paid or payable by him in respect of the goods, materials or services supplied, but excluding any charges for the Contractor's labour, profit, carriage, establishment or other charges related to such goods, services or materials.

The Contractor shall be paid under subitem (b), the respective percentage, as stated by the Contractor in his tender, of the amount certified by the Engineer for payment under the related subitem (a). The percentages tendered by the Contractor for each respective subitem (b) included in the Schedule of Quantities shall be deemed to be in full and final compensation to the Contractor in respect of any charge by the Contractor for labour, carriage profit, establishment and for any other charges related to the goods, services or materials supplied under the related subitem (a).

If the Contractor shall have omitted within his tender to insert a tendered percentage under subitem (b), or tendered a zero percentage, the Contractor's tendered rate for subitem (b) shall be deemed to be zero and the Contractor shall not be entitled to any payment under subitem (b).

Note in connection with additional tests required by the Engineer:

When a PC sum is included in the Schedule of Quantities for additional tests required by the Engineer, the Contractor shall be responsible for both the cost of normal testing as described in subclause SDA 8.1.2.2 of the Project Specifications and for the cost of any additional test that indicates that the specifications have not been complied with."

SDA 8.7 DAYWORK

REPLACE THE CONTENTS OF SUBCLAUSE 8.7 WITH THE FOLLOWING:

"Measurement and payment shall be in accordance with the provisions of Clause 6.5.1.1 (GCC 2015) of the Conditions of Contract."

ADD THE FOLLOWING ITEMS:

**"SDA 8.9 COMPLIANCE WITH OHS ACT AND REGULATIONS
(INCLUDING THE CONSTRUCTION REGULATIONS 2014)** Unit: sum

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulations 2014) at all times for the full duration of the Contract, as described in C3.6.1 (for CIDB document format). The successful tenderer shall provide the Engineer with a complete breakdown of this tendered sum.

This sum will be paid to the Contractor in equal monthly amounts subject to proper/substantial compliance."

"SDA 8.10 COMMUNITY LIASON AND COMMUNITY RELATIONS Unit: month

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- a) A total amount of R 7000.00 is to be paid to the community liaison officer for the duration of the construction of this project.

Add this new clause:

"4.23 Community participation"

Community participation consists of engagement of Project Steering Committees (PSC).

A PSC will be established for the project, by the Ward Councillor.

The functions of the PSC will be to:

- Assist in monitoring the project.
- Ensure that the community provide assistance to the contractor to ensure that he can execute the contract in accordance with the specifications and within time.
- Encourage the community to participate in the Labour Intensive construction.
- Identify skills, skilled personnel and suppliers in the towns.

The PSC will not have the power to:

- Give any instructions to the contractor, except through the engineer.
 - Become involved in the daily operations of the contractor or interfere with the contract works.
- b) A monthly meeting will be held with the PSC to discuss relevant matters. The site agent and resident engineer will attend the meetings. The contractor will have to report on progress, deviations from the programme, financial matters community related aspects, general problems and co-operation at the meeting. The PSC members will not receive any remuneration for attending, and they must provide their own transport."
- c) Payment will be R250.00 per member.

This sum will be paid to the Contractor in equal monthly amounts subject to proper/substantial compliance."

"SDA 8.11 Training of Targeted Labour

- a) The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- b) The cost of the formal training of targeted labour will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.
- c) The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.
- d) The contractors shall do nothing to dissuade targeted labour from participating in the above mentioned training programmes.
- e) An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of d) above.
- f) Proof of compliance with the requirements of a) to f) above must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| | | |
|-------|--|-----------|
| (i) | Technical Training | Prov. Sum |
| (ii) | HIV/AIDS | Prov. Sum |
| (iii) | Handling cost and profit in respect subitem B12.04(i) and (ii) | |

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

MASILONYANA LOCAL MUNICIPALITY

CONTRACT NO: 2024/02/001

FOR

APPOINTMENT OF A SERVICE PROVIDER FOR THE REFURBISHMENT OF MASILO SPORTS
COMPLEX (FENCING)

PART C5 APPENDICES

Appendix A : Occupational Health and Safety Specification and Baseline Risk Assessment

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

APPENDIX A

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION AND BASELINE RISK ASSESSMENT

Contractor
1091 (ENG_ACES 06/2023)

Witness 1

Witness 2

Employer

Witness 1

Witness 2