



NEWCASTLE MUNICIPALITY
TECHNICAL SERVICES – WATER SERVICES
TENDER NO.: A011 – 2022/2023

**PANEL OF CONTRACTORS FOR THE EXTENTION/ MAINTENANCE OF WATER AND
SEWER RETICULATION NETWORK/PROJECTS ON AN “AS AND WHEN REQUIRED
BASIS” FOR 3 YEARS**

SUBMISSION OF BID DOCUMENT DEADLINE

Date: Thursday, 25 August 2022
Time: 12h00
Venue: Municipal Civic Centre Offices (Rates Hall)
Tower Block Building, 37 Murchison Street, 1st Floor
Newcastle, 2940

Name of the Tenderer	
CSD Master Registration number	
CIDB CRS number	
Physical Address	
Contact Person(s)	
Phone Number(s)	
E-Mail Address	
Total Tender Amount (VAT Inclusive)	

Sealed bid document must be deposited in the Tender Box provided at the Municipal Civic Centre (Rates Hall), 37 Murchison Street, Newcastle by no later than **12h00** on **25 August 2022** where bids will be opened in public. Please be advised that the name, address and contact details should be written at the back of the envelope.

NEWCASTLEMUNICIPALITY

**PANEL OF CONTRACTORS FOR THE EXTENTION/ MAINTENANCE OF WATER AND SEWER
RETICULATION NETWORK/PROJECTS ON AN “AS AND WHEN REQUIRED BASIS” FOR 3
YEARS**

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NEWCASTLE MUNICIPALITY

**PANEL OF CONTRACTORS FOR THE EXTENTION/ MAINTENANCE OF WATER AND SEWER
RETICULATION NETWORK/PROJECTS ON AN “AS AND WHEN REQUIRED BASIS” FOR 3
YEARS**

PART T1: TENDERING PROCEDURES

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T1.1 MBD 1: INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NEWCASTLE MUNICIPALITY					
Bid Number	A011 -2022/23	Closing Date	25 August 2022	Closing Time	12h00
Description	PANEL OF CONTRACTORS FOR THE EXTENTION/ MAINTENANCE OF WATER AND SEWER RETICULATION NETWORK/PROJECTS ON AN "AS AND WHEN REQUIRED BASIS" FOR 3 YEARS				
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

FIRST (1st) FLOOR OF THE NEWCASTLE MUNICIPALITY MUNICIPAL CIVIC CENTRE OFFICES (RATES HALL) 37 MURCHISON STREET NEWCASTLE 2940
--

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: <input type="text"/>
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)
Signature of Bidder		Date:			

Capacity under which this bid is signed:

ENQUIRIES MAY BE DIRECTED TO:

Bidding Procedure Enquiries		Technical enquiries
Contact person	Mr S Vilakazi/ Mrs D Marais	Mr M Nsele
Telephone number	034 328 7818 / 034 328 7769	034 328 7935
E-mail address	Sabelo.Vilakazi@newcastle.gov.za	Malibongwe.Nsele@newcastle.gov.za

**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:

NEWCASTLE MUNICIPALITY



BID NO A011-2022/2023

**PANEL OF CONTRACTORS FOR THE EXTENTION/ MAINTENANCE OF WATER AND SEWER
RETICULATION NETWORK/PROJECTS ON AN “AS AND WHEN REQUIRED BASIS” FOR 3
YEARS**

The Newcastle Municipality invites Contractors to form part of the above – mentioned panel where shortlisted contractors will be invited as and when required over the term of contract.

Tenderers should have an estimated CIDB contractor grading of at least **3CE or higher**.

Tender documents will be available from the office of the Strategic Executive Director: Budget and Treasury Office, Municipal Civic Centre Tower Block – Room B218, 37 Murchison Street, Newcastle, 2940 during office hours between 08h00 to 15h00 as from 25 July 2022 until 19 August 2022

A non-refundable document fee of R 300.00 payable in cash or by bank guaranteed cheque made out in favour of the Newcastle Municipality is required on collection of the Bid documents. **Alternatively the document may be downloaded free of charge from the National Treasury website (www.etenders.gov.za), or Municipal website @ www.newcastle.gov.za**

Banking Details - The Newcastle Municipality, Nedbank – Account No: 1162 6600 66, Br Code: 133 724 (the proof of payment must reflect the bid number and bidder’s name as reference)

Procurement enquiries: Sabelo Vilakazi / Dalene Marais **Telephone no.:** 034 328 7818/ 034 328 7769

Technical enquiries: Malibongwe Nsele **Telephone no.:** 034 328 7935

Multiple contractors would be appointed onto this panel arrangement, therefore preferential scoring system would only be effected when sourcing quotations from the existing panel of contractors and the award will be made to highest point scoring tenderer subject to objective criteria.

The Council reserves the right to accept all, some, or none of the bids submitted, either wholly or in part and it is not obliged to accept the lowest bid.

Completed bid documents complying with the conditions of bid must be sealed and endorsed “Bid no: **A011-2022/2023 - PANEL OF CONTRACTORS FOR THE EXTENTION/ MAINTENANCE OF WATER AND SEWER RETICULATION NETWORK/PROJECTS ON AN “AS AND WHEN REQUIRED BASIS” FOR 3 YEARS** bearing the name and address of the bidder at the back of the envelope to be deposited in the official bid box provided in the foyer of Newcastle Municipality – Municipal Civic Offices (rates hall), 37 Murchison Street, 1st floor, Newcastle by no later than 12:00 on **Thursday, 25 August 2022** where bids will be opened in public. Late quotations or tenders received by way of facsimile or e-mail will under no circumstances be considered.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Document.

Minimum Local Content Requirements

Only locally produced goods, services or works or locally manufactured goods with a stipulated minimum threshold for local production and content will be considered. The applicable minimum thresholds for local content and production will be specified at quotation stage.

Prequalification Evaluation

Only tenders that comply with all administrative requirements (Acceptable tenders) will be considered during the prequalification phase and the allocation of points will be based on functionality criteria as indicated in the tender data section.

Minimum functional requirement score: Contractors that submitted acceptable tenders and that score at least **80%** on functionality will qualify to be on the panel and the utilization of contractors will be based on as and when required basis by seeking quotes on qualifying contractors.

The evaluation and adjudication of tender offers received through a quotation system that will be based on applicable terms and conditions, specifications for identified works as well as Price and Preference (please refer to MBD 6.1) from the existing panel. The financial muscles for contractors will also be tested at these stage through bank ratings, bank guarantees and financial statements.

Only prospective suppliers who are registered on the National Treasury Supplier database are legible to bid. To register on the CSD log onto www.csd.gov.za.

**MR. Z. W. MCINEKA
ACTING MUNICIPAL MANAGER**

**PANEL OF CONTRACTORS FOR THE EXTENTION/ MAINTENANCE OF WATER AND SEWER
RETICULATION NETWORK/PROJECTS ON AN “AS AND WHEN REQUIRED BASIS” FOR 3
YEARS**

T1.2: TENDER DATA

Clause	Wording (Data)
F.1.1	The employer is the NEWCASTLE MUNICIPALITY.
F.1.2	<p>The tender documents issued by the employer comprise:</p> <p>PART T1: TENDERING PROCEDURES</p> <p>T1.1: Tender Notice and Invitation to Tender</p> <p>T1.2: Tender Data</p> <p>PART T2: RETURNABLE DOCUMENTS</p> <p>T2.1: List of Returnable Documents</p> <p>T2.2: Returnable Schedules</p> <p>C1.1: Contract Data</p>

Clause	Wording (Data)
F.1.4	<p>The Employer's agent is the HOD: Technical Services Name: M Nsele</p> <p>Address: Newcastle Municipality Civic Centre Municipal Civic Centre Newcastle 2940</p> <p>Tel: (034) 328 7600 Fax: (034) 312 1570 E-mail: Malibongwe.Nsele@newcastle.gov.za</p>
F.2.1	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <ul style="list-style-type: none"> a) Availability of resources. b) Availability of skills to manage and perform the contract – including staff which satisfies EPWP requirements (if applicable). c) Financial standing and capability.
F.2.7	There will be no compulsory tender briefing.
F.2.8	Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nil) copies.
F.2.9 F.2.10	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: NEWCASTLE MUNICIPALITY CIVIC CENTER IN NEWCASTLE</p> <p>Physical address: NEWCASTLE MUNICIPALITY CIVIC CENTER, 37 MURCHISON STREET, NEWCASTLE, 2940</p> <p>Identification details: PANEL OF CONTRACTORS FOR WATER AND SEWER RETICULATION ON AN "AS AND WHEN REQUIRED BASIS"</p> <p>Closing Date 25 August 2022</p> <p>Postal address: NEWCASTLE MUNICIPALITY PRIVATE BAG X 6621, NEWCASTLE, 2940</p>
F.2.11	A two-envelope procedure will not be followed.
F.2.12	The closing time for submission of tender offers is 12:00 hours on 25 August 2022
F.2.13	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.14	The tender offer validity period is 90 days.
F.2.15	The tender shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements
F.2.16	<p>The tenderer is required to submit the following certificates with his tender:</p> <ul style="list-style-type: none"> 1) a certificate certifying that the enterprise has no undisputed commitments to a municipality or other service provider in respect of which payment is overdue by more than 30 days (if greater than R10 million incl. VAT);

Clause	Wording (Data)															
	2) particulars of any contracts awarded by an organ of state during the last five years including particulars of any material non-compliance or dispute concerning their execution over this period (if >R10 000 incl. VAT); and															
F.3.1	The time and location for opening of the tender offers are in accordance with F.2.15& F2.13.5															
F.3.2	<p>CIDB METHOD 2 SHALL BE USED TO EVALUATE BIDS</p> <p>a) Scoring financial offer:</p> <p>The financial offer will be scored using the 80/20 option:</p> <p>1) 80 where the financial value inclusive of VAT of all responsive tenders received have a value below R50 000 000 (R50 million);</p> $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>2) Preference points up to 20 shall be allocated as per B-BBEE Status Level of Contributor</p>															
	<p>Functionality:</p> <table border="1" data-bbox="379 898 1418 1843"> <thead> <tr> <th data-bbox="379 898 924 972">DESCRIPTION</th> <th data-bbox="924 898 1227 972">DOCUMENTARY EVIDENCE</th> <th data-bbox="1227 898 1418 972">POINTS ALLOCATION</th> </tr> </thead> <tbody> <tr> <td data-bbox="379 972 924 1196"> <p>1. Human Resources</p> <p>Project Manager with 7 years' experience Site Agent with 7 years' experience Foreman with 7 years' experience Bidders to submit a cv and certified copies of the qualification to claim points. Less than 7 years of experience of key personnel staff will lead to half point.</p> </td> <td data-bbox="924 972 1227 1196"> <p>Required Qualification</p> <p>B.Tech. Civil Engineering Diploma: Civil Engineering Trade test, Engineering trade</p> <p>Total</p> </td> <td data-bbox="1227 972 1418 1196"> <p>Points</p> <p>20 10 10</p> <p>40</p> </td> </tr> <tr> <td data-bbox="379 1196 924 1442"> <p>2. Experience of firm</p> <p>Experience of firm in executing similar work. Contractor to submit appointment letter and completion certificate not older than 8 years. Points allocation, 10 points per project.</p> </td> <td data-bbox="924 1196 1227 1442"> <p>Required Document for Experience</p> <p>All projects must have a minimum value of R 2 000 000, 00</p> <p>Total</p> </td> <td data-bbox="1227 1196 1418 1442"> <p>Points</p> <p>40</p> <p>40</p> </td> </tr> <tr> <td data-bbox="379 1442 924 1812"> <p>3. Plant and Equipment</p> <p>Excavators TLB Tipper truck</p> <p>Bidders to submit proof of ownership (certified copy of logbook/ copy of lease agreement accompanied with logbook from lessor) in order to qualify for points</p> </td> <td data-bbox="924 1442 1227 1812"> <p>Requirements</p> <p>Owned Leased</p> <p>Owned Leased</p> <p>Owned Leased</p> <p>Total</p> </td> <td data-bbox="1227 1442 1418 1812"> <p>Points</p> <p>10 5</p> <p>05 2.5</p> <p>05 2.5</p> <p>20</p> </td> </tr> <tr> <td colspan="2" data-bbox="379 1812 1227 1843" style="text-align: center;">GRAND TOTAL</td> <td data-bbox="1227 1812 1418 1843" style="text-align: center;">100</td> </tr> </tbody> </table> <p>Minimum functional requirement score: Contractors that submitted acceptable tenders and that score at least 80% on functionality will qualify to be on the panel and the utilization of contractors will be based on as and when required basis by seeking quotes on qualifying contractors.</p>	DESCRIPTION	DOCUMENTARY EVIDENCE	POINTS ALLOCATION	<p>1. Human Resources</p> <p>Project Manager with 7 years' experience Site Agent with 7 years' experience Foreman with 7 years' experience Bidders to submit a cv and certified copies of the qualification to claim points. Less than 7 years of experience of key personnel staff will lead to half point.</p>	<p>Required Qualification</p> <p>B.Tech. Civil Engineering Diploma: Civil Engineering Trade test, Engineering trade</p> <p>Total</p>	<p>Points</p> <p>20 10 10</p> <p>40</p>	<p>2. Experience of firm</p> <p>Experience of firm in executing similar work. Contractor to submit appointment letter and completion certificate not older than 8 years. Points allocation, 10 points per project.</p>	<p>Required Document for Experience</p> <p>All projects must have a minimum value of R 2 000 000, 00</p> <p>Total</p>	<p>Points</p> <p>40</p> <p>40</p>	<p>3. Plant and Equipment</p> <p>Excavators TLB Tipper truck</p> <p>Bidders to submit proof of ownership (certified copy of logbook/ copy of lease agreement accompanied with logbook from lessor) in order to qualify for points</p>	<p>Requirements</p> <p>Owned Leased</p> <p>Owned Leased</p> <p>Owned Leased</p> <p>Total</p>	<p>Points</p> <p>10 5</p> <p>05 2.5</p> <p>05 2.5</p> <p>20</p>	GRAND TOTAL		100
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Clause	Wording (Data)
	<p>AWARD/ALLOCATION STRATEGY</p> <p>That the technical evaluation will be done using the specified technical evaluation criteria as per the CIDB grading category.</p> <p>The contractors will only be appointed for value of work in their CIDB grading category only.</p> <p>The pricing of the tender will be on a quotation basis, however the rates on BoQ will be used for emergency works only.</p> <p>The pricing for the planned works will be based on the Requests for Quotations sent out to the panel members for various assignments periodically and the subsequent acceptance and appointment to the assignment, the Newcastle Municipality and contractors will enter into a contract.</p>
F.3.3	<p>Tender offers will only be accepted on condition that:</p> <p>a) the tenderer has in <u>his or her possession</u> an original Tax Clearance Certificate issued by the South African Revenue Services;</p>
F.3.4	<p>b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</p> <p>c) the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and</p>
F.3.5	<p>d) the tenderer has not:</p> <p>i) abused the Employer's Supply Chain Management System; or</p> <p>ii) failed to perform on any previous contract and has been given a written notice to this effect; and</p> <p>e) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially comprise the tender process.</p>
F.3.6	<p>The number of paper copies of the signed contract to be provided by the Employer is ONE (1).</p>

RESPONSIVENESS AND EVALUATION CRITERIA

1. RESPONSIVENESS CRITERIA

The Newcastle Municipality will not consider any tender unless it meets the following responsiveness criteria:

- a) The tender must be properly received in a sealed envelope clearly indicating the description of the service and the Tender number for which the Tender is submitted.
- b) The tender must be deposited in the relevant Tender box as indicated on the notice of the Tender on or before the closing date and time of the Tender.
- c) A Valid Tax Clearance Certificate pin must be submitted with the tender on or before the closing time and date of the tender.
- d) Tender forms must be completed in full and each page must be initialled.
- e) A copy of the company registration certificate must be submitted with the tender on or before the closing time and date of the Tender.
- f) Certified ID documents of directors/members of the company
- g) A Joint Venture Agreement, where applicable, which has been properly signed by all parties must be submitted.
- h) Proof of payment of municipal rates and taxes must be submitted which is not older than 3 months/ lease agreement accompanied by landlord's municipal rates statement
- i) The tenderer must comply with the requirements of the tender and technical specifications.
- j) The tenderer must adhere to Pricing Instructions.
- k) The tenderer must attach copy of CIDB grading as obtained from the CIDB website
- l) The tenderer must comply in full and observe the requirements of the Notice to Tenderers.
- m) The tender must be registered on the government Central Supplier Data base.

2. EVALUATION OF TENDERS

All tenders received shall be evaluated in terms of the Supply Chain management Regulations, Newcastle Municipality's Supply Chain Management Policy, the Preferential Procurement Policy Framework Act, and other applicable legislations.

The Council reserves the right to accept all, some, or none of the tenders submitted – either wholly or in part – and it is not obliged to accept the lowest tender.

By submitting this tender, the tenderer authorises the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Tenderer to provide the goods and services required by the Council.

PLEASE NOTE

- 1. The Municipal Manager may cancel a contract awarded to a person if:**
 - a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
 - b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.
- 2. The Municipal Manager may reject the Tender or quote of any person if that person or any of its directors has:**
 - a) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
 - b) Failed, during the last five years, to perform satisfactory on a previous contract with The Newcastle Municipality or any other organ of State after written notice was given to that Tenderer that performance was unsatisfactory;
 - c) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
 - d) Been convicted of fraud or corruption during the past five years;
 - e) Wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - f) Been listed in the register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

**PANEL OF CONTRACTORS FOR THE EXTENTION/ MAINTENANCE OF WATER AND SEWER
RETICULATION NETWORK/PROJECTS ON AN “AS AND WHEN REQUIRED BASIS” FOR 3
YEARS**

PART T2: RETURNABLE DOCUMENTS

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T2.1 List of Returnable Documents

T2.2 Returnable Schedules

**PANEL OF CONTRACTORS FOR THE EXTENTION/ MAINTENANCE OF WATER AND SEWER
RETICULATION NETWORK/PROJECTS ON AN “AS AND WHEN REQUIRED BASIS” FOR 3
YEARS**

T2.1: LIST OF RETURNABLE DOCUMENTS

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

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)

Schedule: 1A	Compulsory Enterprise Questionnaire
Schedule 1B	Schedule of plant
Schedule :1C	Preferential procurement: B-BBEE Certificate
Schedule: 1D	Tenders experience
Schedule 1E	Schedule of Plant and Equipment available for the Contract
Schedule: 1F	Proposed Amendments and Qualifications
Schedule 1G	MBD09 Certificate of Independent Bid Determination
Schedule 1H:	Certificate of Attendance of Tender Clarification meeting
Schedule 1I:	Record of Addenda to Tender Document
Schedule 1J:	Certificate of Authority of legal Entity
Schedule 1K:	Schedule of Key Personnel
Schedule 1L:	Schedule of Sub Contractors
Schedule M:	Detailed Method Statement
Schedule 1N	Programme of Works/ Execution Programme
Schedule 1O:	Company Profile including Track Record
Schedule 1P:	Section 38 Declaration Form
Schedule 1Q:	MBD4 Declaration of Interest
Schedule 1R:	Signatory Authorization
Schedule 1S:	MBD8 Declaration of Bidder’s past Supply Chain Management Practices

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Schedule: 2A	Original Valid Tax Clearance Certificate
Schedule: 2B	Proof of payment of Municipal services
Schedule: 2C	FUNCTIONALITY DATA; Experience on similar projects
Schedule :2D	Joint Venture Agreement, if applicable
Schedule 2E	Copy of Workman’s Compensation Registration Certificate
Schedule: 2F	CIDB Registration
Schedule :2G	ID Documents
Schedule :2H	CV of Health and Safety Officer the Contractor intends to appoint in accordance with the OHSA

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)

4. OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

C1.1: Contract Data (Part 1)

C1.2: Bills of Quantities

PANEL OF CONTRACTORS FOR THE EXTENTION/ MAINTENANCE OF WATER AND SEWER RETICULATION NETWORK/PROJECTS ON AN “AS AND WHEN REQUIRED BASIS” FOR 3 YEARS”

SCHEDULE 1A: 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: Particulars of sole proprietors and partners in partnerships																			
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 33%;">Name*</th> <th style="width: 33%;">Identity number*</th> <th colspan="2" style="width: 34%;">Personal income tax number*</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> </tbody> </table>				Name*	Identity number*	Personal income tax number*													
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 of service of the state																			
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder 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:																			
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <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 </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature </td> </tr> </table>				<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 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														
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If any of the above boxes are marked, disclose the following: (insert separate page if necessary)																			
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th rowspan="2" style="width: 35%;">Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder</th> <th rowspan="2" style="width: 35%;">Name of institution, public office, board or organ of state and position held</th> <th colspan="2" style="width: 30%;">Status of service (tick appropriate column)</th> </tr> <tr> <th style="width: 15%;">current</th> <th style="width: 15%;">Within last 12 months</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				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										
Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)																	
		current	Within last 12 months																

* Insert separate page if necessary

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

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

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

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

* Insert separate page if necessary

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

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

NEWCASTLE MUNICIPALITY

**PANEL OF CONTRACTORS FOR THE EXTENTION/ MAINTENANCE OF WATER AND SEWER
RETICULATION NETWORK/PROJECTS ON AN “AS AND WHEN REQUIRED BASIS” FOR 3
YEARS.**

**SCHEDULE 1B: SCHEDULE OF PLANT AND EQUIPMENT
AVAILABLE FOR THE CONTRACT**

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

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

Quantity	Description, Size, Capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, Size, Capacity, etc.

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

NEWCASTLE MUNICIPALITY

**PANEL OF CONTRACTORS FOR THE EXTENTION/ MAINTENANCE OF WATER AND SEWER
RETICULATION NETWORK/PROJECTS ON AN “AS AND WHEN REQUIRED BASIS” FOR 3
YEARS**

SCHEDULE 1C: PREFERENTIAL PROCUREMENT SCHEDULE – B-BBEE CERTIFICATE

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 B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, AS REPEALED IN 2017.

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 to be less than R50 000 000 (all applicable taxes included) and therefore the 80/20 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.

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

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and 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 an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 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

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“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;
- 2.4 **“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;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“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;
- 2.7 **“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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **“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;
- 2.11 **“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;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“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;
- 2.15 **“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;
- 2.16 **“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;
- 2.17 **“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
- 2.18 **“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 B-BBEE.
- 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 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs 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 sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 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 B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

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 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution :.....=(maximum of 10 or 20 points)
 (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 B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)
- 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? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of company/firm :
- 9.2 VAT registration 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]

5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

9.8 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 –
 - (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 audialterampartem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

.....

.....

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

PANEL OF CONTRACTORS FOR THE EXTENTION/ MAINTENANCE OF WATER AND SEWER RETICULATION NETWORK/PROJECTS ON AN “AS AND WHEN REQUIRED BASIS” FOR 3 YEARS

SCHEDULE 1D: TENDERERS EXPERIENCE

The following is a Statement of Work of similar nature recently successfully executed by myself / ourselves:

Employer: Contact Person and Telephone Number	Consulting Engineer: Contact Person and Telephone Number	Nature of Work	Value of Work (inclusive of VAT)	Date Completed or Expected to be Completed

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

PANEL OF CONTRACTORS FOR THE EXTENTION/ MAINTENANCE OF WATER AND SEWER RETICULATION NETWORK/PROJECTS ON AN “AS AND WHEN REQUIRED BASIS” FOR 3 YEARS

SCHEDULE 1E: SCHEDULE OF PLANT AND EQUIPMENT AVAILABLE FOR CONTRACT

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed _____ Date _____
Name _____ Position _____
Tenderer _____

**PANEL OF CONTRACTORS FOR THE EXTENTION/ MAINTENANCE OF WATER AND SEWER
RETICULATION NETWORK/PROJECTS ON AN “AS AND WHEN REQUIRED BASIS” FOR 3
YEARS**

SCHEDULE 1F: PROPOSED AMENDMENTS AND QUALIFICATIONS
--

This is not an invitation for amendments, deviations or alternatives, but should the Tenderer desire to make any departures from the Provisions of this Contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, unless form (a), has been completed to the satisfaction of the Employer). The Tenderer is referred to Tender Data paragraph F.2.12, where it is clearly stated that no Alternative Offers will be accepted.

I / We herewith propose the amendments, as set out in the table below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

- Notes:** (1) Amendments to the General and Special Conditions of Contract are not acceptable;
- (2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his Tender.

**PANEL OF CONTRACTORS FOR THE EXTENTION/ MAINTENANCE OF WATER AND SEWER
RETICULATION NETWORK/PROJECTS ON AN “AS AND WHEN REQUIRED BASIS” FOR 3
YEARS**

<p>SCHEDULE 1G: MBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION</p>

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 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregards the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancels a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination 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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

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

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.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

<u>Name of Bidder</u>			
<u>Signature</u>		<u>Name (print)</u>	
<u>Capacity</u>		<u>Date</u>	

PANEL OF CONTRACTORS FOR THE EXTENTION/ MAINTENANCE OF WATER AND SEWER RETICULATION NETWORK/PROJECTS ON AN “AS AND WHEN REQUIRED BASIS” FOR 3 YEARS

SCHEDULE 1H: CERTIFICATE OF ATTENDANCE OF TENDER CLARIFICATION MEETING

A. CERTIFICATE OF ATTENDANCE AT TENDER CLARIFICATION MEETING

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

..... was represented by the person(s) named below at the compulsory meeting held for all Tenderers

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the Tender and / or matters incidental to doing the Work specified in the Tender Documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the Tender.

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

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

Name:

Signature:

Capacity:

Date and Time:

PANEL OF CONTRACTORS FOR THE EXTENTION/ MAINTENANCE OF WATER AND SEWER RETICULATION NETWORK/PROJECTS ON AN “AS AND WHEN REQUIRED BASIS” FOR 3 YEARS

SCHEDULE 1I: RECORD OF ANDENDA TO TENDER DOCUMENT
--

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		

Attach additional pages if more space is required.

Signed _____ Date _____
 Name _____ Position _____
 Tenderer _____

**PANEL OF CONTRACTORS FOR THE EXTENTION/ MAINTENANCE OF WATER AND SEWER
 RETICULATION NETWORK/PROJECTS ON AN “AS AND WHEN REQUIRED BASIS” FOR 3
 YEARS**

SCHEDULE 1J: CERTIFICATE OF AUTHORITY OF LEGAL ENTITY

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

(I) Company	(II) Close Corporation	(III) Partnership	(IV) Joint Venture	(V) Sole Proprietor

(I) CERTIFICATE FOR COMPANY

I, chairperson of the Board of Directors of
, hereby confirm that by resolution of the Board (copy attached)
 taken on 20.....,

Mr/Ms, acting in the capacity of
, was authorised to sign all Documents in
 connection with this Tender and any Contract resulting from it on behalf of the Company.

Signature of Chairman:.....

Signature of Signatory:

As Witnesses:

1.....

Name in Block Letters.....

2.....

Name in Block Letters.....

Date:

II) CERTIFICATE FOR CLOSE CORPORATION

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

..... hereby authorise Mr/Ms,

acting in the capacity of, to sign all Documents in connection with the Tender for Bid No.: A011-2022/2023 and any Contract resulting from it on our behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME	ADDRESS	SIGNATURE	DATE

Note: *This Certificate is to be completed and signed by all of the key Members upon whom rests the Direction of the Affairs of the Close Corporation as a whole.*

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key Partners in the business trading as,

.....hereby authorize Mr/Ms.....

Acting in the capacity of, to sign all Documents in connection with the Tender for Bid No.: A011-2022/2023 and any Contract resulting from it on our behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME	ADDRESS	SIGNATURE	DATE

Note: *This Certificate is to be completed and signed by all of the key Partners upon who rests the Direction of the Affairs of the Partnership as a whole.*

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this Tender Offer in Joint Venture and hereby authorize Mr/Ms, authorized signatory of the Company,acting in the capacity of Lead Partner, to sign all Documents in connection with the Tender Offer for Bid No.: A011-2022/2023 and any Contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the Partners to the Joint Venture.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead Partner		

Note: *This Certificate is to be completed and signed by all of the key Partners upon who rests the Direction of the Affairs of the Partnership as a whole.*

V) **CERTIFICATE FOR SOLE PROPRIETOR**

I....., hereby confirm that I am the Sole Owner of the
business trading as:.....

Signature of Sole Owner:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

PANEL OF CONTRACTORS FOR THE EXTENTION/ MAINTENANCE OF WATER AND SEWER RETICULATION NETWORK/PROJECTS ON AN “AS AND WHEN REQUIRED BASIS” FOR 3 YEARS

SCHEDULE 1K: SCHEDULE OF KEY PERSONNEL

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

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

Category of Employee	Number of Persons					
	Key Personnel, Part of the Contractor’s Organisation		Key Personnel to be imported if not available locally		Unskilled Personnel to be recruited from local community	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Technicians, Surveyors, etc.						
Artisans and other Skilled Workers						
Plant Operators						
Unskilled Workers						
Others:
.....
.....
.....
.....
.....
.....

SIGNATURE:
 (of person authorised to sign on behalf of the Tenderer)

DATE:

**PANEL OF CONTRACTORS FOR THE EXTENTION/ MAINTENANCE OF WATER AND SEWER
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SCHEDULE 1L: SCHEDULE OF SUB CONTRACTORS

As per council resolution, 30% of the project must be allocated to local

- Companies
- Sub-contractors
- Labour
- Materials supplies

We notify you that it is our intention to employ the following Subcontractors for Work in this Contract.
If we are awarded a Contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the Contract for such appointments. If there are no such requirements in the Contract, then your written acceptance of this list shall be binding between us.

	Name and address	Nature and extent of Work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			

<u>Name of Bidder</u>			
<u>Signature</u>		<u>Name (print)</u>	
<u>Capacity</u>		<u>Date</u>	

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SCHEDULE 1M: DETAILED METHOD STATEMENT

The adjudication of responsiveness of a bid also relies on the extent to which a tenderer can prove an understanding of the scope of works. The tenderer should describe below the methods and procedures he / she will employ to successfully complete the various activities as identified in the following Schedule O, Program of Works / Execution Programme.

ACTIVITY	DESCRIPTION

PANEL OF CONTRACTORS FOR THE EXTENTION/ MAINTENANCE OF WATER AND SEWER RETICULATION NETWORK/PROJECTS ON AN “AS AND WHEN REQUIRED BASIS” FOR 3 YEARS

SCHEDULE 1N: PROGRAMME OF WORKS/EXECUTION PROGRAMME

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the Work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

The Execution Programme must be based on the completion time as specified in the Contract Data. The activities identified and filled in below, are specifically to be carried forward to Schedule N, the Contractor’s Method Statement

PLEASE NOTE: the cash flow projections from the Contractor (to be submitted before commencement of the execution of the Contract) must be in accordance with this execution plan in order to ensure proper Cash flow management by the Department and to minimise delayed payments.

PROGRAMME														
ACTIVITY	WEEKS / MONTHS													

SIGNATURE:
 (Of person authorised to sign on behalf of the Tenderer)

DATE:

**PANEL OF CONTRACTORS FOR THE EXTENTION/ MAINTENANCE OF WATER AND SEWER
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SCHEDULE 10: COMPANY PROFILE INCLUDING TRACK RECORD

[A Copy of the Tenderer’s Company Profile and Track Record to be inserted here]

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**SCHEDULE 1P: SECTION 38 DECLARATION FORM/ PROOF OF GOOD STANDING
WITH MUNICIPAL ACCOUNTS**

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 38(1)(d)(i) of the Supply Chain Management Regulation, irrespective of the contract value of the bid:

NB: Please note that this declaration must be completed by ALL bidders

- i. I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:
- ii. I acknowledges that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to Newcastle Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.
- iii. I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (ii) above are in arrears for more than three (3) months, the bid will be rejected and the Newcastle Municipality may take such remedial action as is required, including the rejection of the bid and/or termination of the contract; and
- iv. The following account/s of the bidding entity has reference:

Physical Business Address(es) of the Tenderer	Municipality	Municipal Account Number

NB: If insufficient space above, please submit on a separate page

PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block,

Reason	Tick	Portfolio of evidence
Bidding entities who rent premises from a landlord		Signed copy of the lease agreement together with a letter from the landlord stating that no levies are in arrears.
Bidding entities who operate from a property owned by a director / member / partner		Municipal account statement/s of a director / member / partner
Bidding entities who operate from farms / informal settlements		A letter from their Induna/owner.
Bidding entities who operate from somebody else's property		Sworn affidavit stating the details and relationship with the property owner.
Other (Please specify)		

Attach latest municipal account statement behind this page. The portfolio of evidence must not be older than three months from the close of this tender.

SIGNED AT..... THIS..... DAY OF..... 20.....

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

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SCHEDULE 1Q: MBD4 DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1	Full Name of bidder/ Representative	
3.2	Identity Number	
3.3	Position occupied in the Company (director, trustee, shareholder²)	
3.4	Company Registration Number	
3.5	Tax Reference Number	
3.6	Vat Registration Number	

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

3.8	Are you presently in the service of the state*?	Yes	No
3.8.1	If yes, furnish particulars.		
3.9	Have you been in the service of the state for the past twelve months	Yes	No
3.9.1	If yes, furnish particulars.		

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 of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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

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

Full Name	Identity Number	State Number	Employee
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<u>Name of Bidder</u>			
<u>Signature</u>		<u>Name (print)</u>	
<u>Capacity</u>		<u>Date</u>	

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SCHEDULE 1R: SIGNATORY AUTHORIZATION

(To be completed by the Bidder)

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

(Name of Firm)

by virtue of _____ dated _____

Certified copy of resolution which is attached to this Bid.

WITNESSES

1. _____
Signature

Firm

2. _____

Address

PLEASE NOTE: Failure to complete all blank spaces on this form or attend to other details mentioned therein will render the Bid liable to rejection.

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SCHEDULE 1S: 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 to combat the abuse of the supply chain management system.
3. **The bid of any bidder may be rejected if the bidder, or any of its directors have:**
 - a) Abused the Municipality’s Supply Chain Management System or committed any improper conduct in relation to such system:
 - b) Been convicted for fraud or corruption during the past five years:
 - c) Wilfully neglected, reneged or failed to comply with any government, municipal or public sector contract during the past five years; or
 - d) Been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004).
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

ITEM	QUESTION	YES	NO
4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector?</p> <p>(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 audit alteram partem 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 Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004)?</p> <p>(The Register for Bid 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"/>

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4.2.1	If so, furnish particulars:		
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 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"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME) _____
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE 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.

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

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**SCHEDULE 2A: ORIGINAL VALID TAX CLEARANCE CERTIFICATE /
APPLICATION FOR TAX CLEARANCE**

The Tenderer must attach to this page an original Tax Clearance Certificate from the South African Revenue Services in respect of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach an original/copy of the Tax Clearance Certificate for each of the joint venture partners.

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<p>SCHEDULE 2B: MUNICIPAL SERVICES</p>

The tenderer must attach to this page proof of payment of services to Municipalities (local and/or district) that are not in arrears by more than 3 months

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SCHEDULE 2C: FUNCTIONALITY DATA
--

The Tenderer must attach supporting documents for evaluation for functionality

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SCHEDULE 2D: JOINT VENTURE AGREEMENTS IF APPLICABLE

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise
Mr/Ms, authorised signatory of the company
....., acting in the capacity of lead partner, to sign
all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

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SCHEDULE 2E: COPY OF WOREKMENS COMPENSATION REGISTRATION CERTIFICATE

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SCHEDULE 2: CIDB REGISTRATION

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SCHEDULE 2G: CERTIFIED ID DOCUMENTS

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**SCHEDULE 2H: CV OF HEALTH AND SAFETY OFFICER THE CONTRACTOR INTENDS TO
APPOINT IN ACCORDANCE WITH THE OHSA**

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PART C1: AGREEMENT AND CONTRACT DATA

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PART C1: AGREEMENT AND CONTRACT DATA (YELLOW COLOUR)

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C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **PANEL OF CONTRACTORS FOR THE EXTENTION/ MAINTENANCE OF WATER AND SEWER RETICULATION NETWORK/PROJECTS ON AN “AS AND WHEN REQUIRED BASIS” FOR 3 YEARS”**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

..... 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 Date
Name
Capacity
for the tenderer
(Name and
address of
Organization)
.....
Name and
signature
Of witness

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 1 to 4 above.

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer’s agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to 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 Date

Name

Capacity **for the Employer**

Name and
signature

of witness Date

SCHEDULE OF DEVIATIONS

1 Subject

Details

.....

.....

2 Subject

Details

.....

.....

3 Subject

Details

.....

.....

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

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

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C1.2: CONTRACT DATA (PART 1)

The Conditions of Contract are the General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering (SAICE). Copies of these conditions of contract may be obtained from the SAICE Tel no.: (0)11 805 5947.

The General Conditions of Contract for Construction Works make several references to the Contract Data. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

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

PART 1: DATA PROVIDED BY THE EMPLOYER

Clause	Description
C.1.1	The Employer is the NEWCASTLE MUNICIPALITY
C.1.2	The Employer’s address for receipt of communications and notices is: Telephone: 034 328 7600 Facsimile: 034 312 1570 Address (Postal): PRIVATE BAGX6621 NEWCASTLE 2940
C.1.3	The Engineer is the Technical Services Department,
C.1.4	The Engineer’s address for receipt of communications and notices is: Tel: 034 328 7600 E-mail: Malibongwe.Nsele@newcastle.gov.za Address (Postal): PRIVATE BAGX6621 NEWCASTLE 2940
C.1.5	The duration of the contract “ As and When Required”
C.1.6	The Contractor shall commence executing the Works within 14 days of the Commencement Date.
3.1.3	The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according the following Clauses in the General Conditions of Contract: 1. Issuing instructions for dealing with fossils and the like in terms of Clause 4.7. 2. Authorizing the Contractor to repair and make good excepted risks in terms of Clause 8.2.2.1. 3. Issuing a variation order in terms of Clause 6.3.

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Clause	Description
	<p>4. Granting permission to work during non-working times in terms of Clause 5.8.</p> <p>5. Approving any extension of time for completion in terms of Clause 5.12.</p> <p>6. Reducing a penalty for delay in terms of Clause 5.13.</p> <p>7. Ruling on a contractor's claim in terms of Clause 10.1</p> <p>8. Agreeing the adjustment of the sums for general items in terms of Clause 6.11.1.</p>
4.12.2	<p>Add to Clause 4.12.2:</p> <p>“The person as approved of by the Engineer in writing, shall not be replaced or removed from Site without the written approval of the Engineer.”</p>
4.12.3	<p>Add to Clause 4.12.2:</p> <p>“The Contractor's Site Agent shall be on Site at all times when work is being performed.”</p>
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <p>Health and Safety Plan (Refer to Clause 4.3)</p> <p>Initial programme (Refer to Clause 5.6)</p> <p>Security (Refer to Clause 6.2)</p> <p>Insurance (Refer to Clause 8.6)</p>
5.3.2	<p>The time to submit the documentation required before commencement with Works execution is 14 days.</p> <p>The Guarantee is to contain the wording of the Form of Guarantee document included in the GCC 2010 Appendix 3. The liability of the guarantee shall be for 10% of the Contract Price.</p>
5.4.2	<p>The access and possession of the site shall not be exclusive to the Contractor but shall be shared with various other activities such as farming, Cattle ranching operations, Soil conservation works and Civil and Building Construction.</p> <p>The Contractor shall ensure that neither his operations nor his employees shall interfere with or hinder the operations of the Employer or of other Contractors and he shall indemnify the Employer against all claims arising through default of this requirement</p>
5.5.1	<p>The time for Practical Completion of the Works is expected to be approximately 12 months.</p>
5.6.1	<p>A detailed programme for the execution of the Works shall be delivered to the Engineer within 14 working days of the Commencement Date.</p>
5.8.1	<p>Special non-working days shall be Public and the SAFCEC recommended shut down period 14 December 2017 to 9 January 2017</p> <p>The non-working days are Sundays.</p>
5.8.2	<p>Special non-working days are Public Holidays, and 23 days during the annual year end break.</p>
5.9.3	<p>Adequate notice is defined as 28 days.</p>
5.9.6	<p>Add to Clause 5.9.6:</p> <p>“Notwithstanding the requirements above, the Contractor shall provide written notice to the Engineer of any outstanding requirements in terms of Clause 5.9.3 within 3 days of the Contractor becoming aware of any possible delay to Practical Completion and/or proven</p>

NEWCASTLE MUNICIPALITY TECHNICAL SERVICES DEPARTMENT

Clause	Description																																										
	additional costs that might be incurred due to the Engineer not complying with the provisions of Clause 5.9.3.”																																										
5.12.2.2	<p>Add Clause 5.12.5:</p> <p>“Extension of Time for Abnormal Rainfall (Option 1)</p> <p>Extensions of time in respect of clause 42 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:</p> $V = (N_w - N_n) + \left(\frac{R_w - R_n}{X} \right)$																																										
	<p>Where:</p> <p>V= Extension of time in calendar days in respect of the calendar month under consideration.</p> <p>N_w=Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.</p> <p>N_n=Average number of days in the relevant calendar month , as derived from existing rainfall records, as stated in the Site Information, on which a rainfall of 20 mm or more has been recorded for the calendar month.</p> <p>R_w= Actual average rainfall in mm recorded for the calendar month under consideration.</p> <p>R_n=Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.</p> <p>X=20, unless otherwise provided in the project specifications.</p> <p>Y=10, unless otherwise provided in the project specifications.</p>																																										
	<table border="1"> <thead> <tr> <th data-bbox="352 1176 555 1373">Month</th> <th data-bbox="555 1176 780 1373">Expected number of working days lost as result of normal rainfall</th> <th data-bbox="780 1176 1139 1373">Average monthly Rainfall (mm)</th> </tr> </thead> <tbody> <tr> <td data-bbox="352 1373 555 1422">January</td> <td data-bbox="555 1373 780 1422">*3</td> <td data-bbox="780 1373 1139 1422">98,4</td> </tr> <tr> <td data-bbox="352 1422 555 1471">February</td> <td data-bbox="555 1422 780 1471">3</td> <td data-bbox="780 1422 1139 1471">98,3</td> </tr> <tr> <td data-bbox="352 1471 555 1520">March</td> <td data-bbox="555 1471 780 1520">3</td> <td data-bbox="780 1471 1139 1520">61,1</td> </tr> <tr> <td data-bbox="352 1520 555 1570">April</td> <td data-bbox="555 1520 780 1570">2</td> <td data-bbox="780 1520 1139 1570">90,3</td> </tr> <tr> <td data-bbox="352 1570 555 1619">May</td> <td data-bbox="555 1570 780 1619">2</td> <td data-bbox="780 1570 1139 1619">37,5</td> </tr> <tr> <td data-bbox="352 1619 555 1668">June</td> <td data-bbox="555 1619 780 1668">0</td> <td data-bbox="780 1619 1139 1668">31,0</td> </tr> <tr> <td data-bbox="352 1668 555 1718">July</td> <td data-bbox="555 1668 780 1718">1</td> <td data-bbox="780 1668 1139 1718">42,3</td> </tr> <tr> <td data-bbox="352 1718 555 1767">August</td> <td data-bbox="555 1718 780 1767">2</td> <td data-bbox="780 1718 1139 1767">33,7</td> </tr> <tr> <td data-bbox="352 1767 555 1816">September</td> <td data-bbox="555 1767 780 1816">3</td> <td data-bbox="780 1767 1139 1816">53,2</td> </tr> <tr> <td data-bbox="352 1816 555 1865">October</td> <td data-bbox="555 1816 780 1865">3</td> <td data-bbox="780 1816 1139 1865">96,9</td> </tr> <tr> <td data-bbox="352 1865 555 1915">November</td> <td data-bbox="555 1865 780 1915">4</td> <td data-bbox="780 1865 1139 1915">117,2</td> </tr> <tr> <td data-bbox="352 1915 555 1964">December</td> <td data-bbox="555 1915 780 1964">*3</td> <td data-bbox="780 1915 1139 1964">133,5</td> </tr> <tr> <td data-bbox="352 1964 555 2016">TOTAL</td> <td data-bbox="555 1964 780 2016">28 days</td> <td data-bbox="780 1964 1139 2016">893,4</td> </tr> </tbody> </table>	Month	Expected number of working days lost as result of normal rainfall	Average monthly Rainfall (mm)	January	*3	98,4	February	3	98,3	March	3	61,1	April	2	90,3	May	2	37,5	June	0	31,0	July	1	42,3	August	2	33,7	September	3	53,2	October	3	96,9	November	4	117,2	December	*3	133,5	TOTAL	28 days	893,4
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NEWCASTLE MUNICIPALITY TECHNICAL SERVICES DEPARTMENT

Clause	Description
	<p>If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall.</p> <p>Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn. This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.</p> <p>The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.</p> <p>For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.</p>
5.13.1	The penalty for failing to complete the Works is R3500 per day per instruction order/appointment.
5.16.3	The latent defect period is 5 years.
5.17	<p>Add Clause 5.17:</p> <p>“Reporting</p> <p>The Contractor shall provide a monthly progress report for the Works showing, as a minimum, the following information to a format acceptable by the Employer:</p>
5.17.1	Detail of supervisory staff and the number of categorized classes of labour employed each day for the said period by the Contractor for execution of the Contract.
5.17.2	A detailed inventory of Plant kept on Site; full particulars given for each day of the month. Distinction shall be made between owned and hired Plant as well as Plant in working order and Plant out of order. Such inventory shall be submitted by the seventh day of the month following the month to be reported.
5.17.3	A Health and Safety report, including detailed report on complacence with regulations and of any safety incidents and “near misses”.
5.17.4	Progress of each portion of the Works.
5.17.5	All other relevant information.”
6.5.1.2.3	The percentage allowance to cover overhead charges is 15%
6.2.3	<p>Replace Clause 6.2.3 with the following:</p> <p>“If the Contractor has selected a performance guarantee as security, such performance guarantee shall be issued by a registered Commercial Bank or Insurance Company registered in terms of the Short-term Insurance Act (Act 53 of 1998). The Contractor shall ensure that</p>

NEWCASTLE MUNICIPALITY TECHNICAL SERVICES DEPARTMENT

Clause	Description
	such performance guarantee remains valid and enforceable until the Certificate of Completion is issued. The performance guarantee shall specify an expiry date not less than 84 days after the Due Completion Date, and if the Contractor has not become entitled to receive the Certificate of Completion of the Works by the date 28 days prior to the expiry date of the performance guarantee, the Contractor shall extend the validity of the performance guarantee until such time that the Works have been completed.”
6.8.2	<p>The value of certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>x =0.10 a=0.15 (Labour) b=0.35 (Equipment) c=0.35 (Materials) d=0.15 (Fuel)</p> <p>The Province wherein the larger part of the Site is located is KwaZulu Natal Province. The applicable industry to for the Producer Price Index for materials is Civil Engineering.</p> <p>The Producer Price Index for fuel is Durban. The base month is the month prior to closing of bids.</p>
6.8.3	Price adjustments for variations in the costs of special materials are allowed.
6.8.4	<p>Pricing strategy will be a re-measurement contract Work will be allocated as per instruction order. Wayleaves are contractor’s responsibility. Planned maintenance, rates will be considered for evaluation Emergency works, rates won’t be used for evaluation</p>
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%
6.10.3	The percentage advance on the amounts due to the Contractor is 10%. The limit of retention is 5% of the Contract price including allowances. A guarantee in lieu of retention is not permitted.
6.10.5	The Employer will pay no interest on retention money.
6.11	Replace clause Heading with Variations exceeding 20 percent
6.11.1	Replace the wording “greater than 15%” with “greater than 20 percent”
7.5.3	Adequate notice is defined as 3 working days.
6.10.3	The limit of retention money is 10% of the Tender offer, excluding VAT. Should the Contractor choose to provide a Retention Money Guarantee, such Guarantee shall be to the form and conditions acceptable by the Employer.
8.6.1.1.2	The value of Plant and Materials supplied by the Employer to be included in the insurance sum is R 0.00
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 1 000 000.00

NEWCASTLE MUNICIPALITY TECHNICAL SERVICES DEPARTMENT

Clause	Description
8.6.1.2	A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association is required.
8.6.1.3	The limit of indemnity for liability insurance is R 1 000 000.00
8.6.1.5	No additional insurances are required.
9.2.1.3	Add the following Clauses after Clause 9.2.1.3.7: 9.2.1.3.8 The Contractor fails to provide the required Guarantee and insurance within the prescribed time: 9.2.1.3.9 The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract. 9.2.1.3.10 An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the Contract that Benefited the Contractor.
10.5.1	This Contract does not allow for dispute resolution by a standing Adjudication Board.
10.5.3	The number of Adjudication Board Members to be appointed is three.
10.7.1	The determination of disputes shall be by arbitration.

PANEL OF CONTRACTORS FOR THE EXTENTION/ MAINTENANCE OF WATER AND SEWER RETICULATION NETWORK/PROJECTS ON AN “AS AND WHEN REQUIRED BASIS” FOR 3 YEARS.

C1.2: CONTRACT DATA (PART 2)

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	Description												
C.2.1	The Contractor is the <i>[Enter the Legal name of the Contractor].</i>												
C.2.2	The Contractor’s address for receipt of communications and notices is: Telephone: Facsimile: E-mail: Address (Postal): Address (Physical):												
C.2.3	The percentage allowance to cover all overhead charges is N/A												
C.2.4	The Works shall be completed in days/weeks/months *(delete one). <i>[State the total number of days, weeks, months or years which must include the special non-working days and the year-end break].</i> N/A												
C.2.5	The variation in cost of special materials is: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Type of Material</th> <th style="width: 20%;">Unit</th> <th style="width: 30%;">Rate or Price</th> </tr> </thead> <tbody> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Type of Material	Unit	Rate or Price
Type of Material	Unit	Rate or Price											
.....											
.....											
.....											

C1.2.3 TRANSFER OF RIGHTS

The successful tenderer should complete and submit a Transfer of Rights Form to claim for materials on site with every progress payment for the project. No payment for materials on site would be granted if this Document is not submitted with the progress payment being considered.

NEWCASTLE MUNICIPALITY TECHNICAL SERVICES DEPARTMENT

TRANSFER OF RIGHTS AND INDEMNITY (To be completed during construction by successful Tenderer only)

Claim for materials on site, Payment Certificate No. Date.....

Contract No:

For (Contract title)

I, the undersigned (name of signatory) in my
capacity as..... of (name of Contractor)

duly authorised hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor’s rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto, unto and in favour of (name of Employer) NEWCASTLE LOCAL MUNICIPALITY insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the Contractor’s sequestration or liquidation or of any defect in the Contractor’s title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.

This transfer shall become effective upon conclusion of the Contractor receiving payment from the Employer or from any other person on behalf of the Employer for the materials and goods as Materials on Site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table.

Description of Item	Unit	Quantity	Rate	Amount	Supplier
Total Value of Materials and goods					

NEWCASTLE MUNICIPALITY TECHNICAL SERVICES DEPARTMENT

Signed by:**Date:**

for and on behalf of the Contractor.

Witnessed by: **Date:**

NOTE: This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of Clause 49.1.5 of the General Conditions of Contract 2004.

NEWCASTLE MUNICIPALITY TECHNICAL SERVICES DEPARTMENT

**PANEL OF CONTRACTORS FOR THE EXTENTION/ MAINTENANCE OF WATER AND SEWER
RETICULATION NETWORK/PROJECTS ON AN “AS AND WHEN REQUIRED BASIS” FOR 3
YEARS.**

C1.3 Form of Guarantee

Contract No

WHEREAS **Newcastle Municipality** (hereinafter referred to as the Employer”) entered into, a Contract with:

.....

(Hereinafter called “the Contactor”) on the Day of 20. . . . ,

For. **PANEL OF CONTRACTORS FOR THE EXTENTION/ MAINTENANCE OF WATER AND
SEWER RETICULATION NETWORK/PROJECTS ON AN “AS AND WHEN REQUIRED BASIS”
FOR 3 YEARS**

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

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

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

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

NEWCASTLE MUNICIPALITY TECHNICAL SERVICES DEPARTMENT

5. Our total liability hereunder shall not exceed the Guaranteed Sum of
..... Rand (in words); R (in figures)

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

7. We hereby choose our address for the serving of all notices for all purposes arising here from as
.....
.....
.....

IN WITNESS WHEREOF this guarantee has been executed by us at

On this day of 20

Signature

Duly authorized to sign on behalf of

Address
.....
.....

As witnesses:

1

NEWCASTLE MUNICIPALITY TECHNICAL SERVICES DEPARTMENT

**PANEL OF CONTRACTORS FOR THE EXTENTION/ MAINTENANCE OF WATER AND SEWER
RETICULATION NETWORK/PROJECTS ON AN “AS AND WHEN REQUIRED BASIS” FOR 3
YEARS**

**C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT NO 85 OF 1993**

THIS AGREEMENT is made between **NEWCASTLE MUNICIPALITY** represented by the Chief Executive Officer

(Hereinafter called the EMPLOYER of the one part, herein represented by:

.....

in his capacity as: ;

AND:

(Hereinafter called the CONTRACTOR) of the other part, herein represented by

.....

in his capacity as:

duly authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an Agreement between the CONTRACTOR and the EMPLOYER in respect of

Bid No.: A011 – 2022/ 2023

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act Amendment Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. *The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.*
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts Sole Liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer’s CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the Contract.

NEWCASTLE MUNICIPALITY TECHNICAL SERVICES DEPARTMENT

- 4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

- 5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus, signed at For and on behalf of the CONTRACTOR

on this the day of 20.....

SIGNATURE:

.....

NAME AND SURNAME:

.....

CAPACITY:

.....

WITNESS:

1.

2.

Thus signed at for and on behalf of the EMPLOYER on this

The day of 20.....

SIGNATURE:

NAME AND SURNAME:

.....

NEWCASTLE MUNICIPALITY TECHNICAL SERVICES DEPARTMENT

CAPACITY:

WITNESS: 1.

NEWCASTLE MUNICIPALITY TECHNICAL SERVICES DEPARTMENT

**PANEL OF CONTRACTORS FOR THE EXTENTION/ MAINTENANCE OF WATER AND SEWER
RETICULATION NETWORK/PROJECTS ON AN “AS AND WHEN REQUIRED BASIS” FOR 3
YEARS**

<p>PART C2 : PRICING DATA</p>

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C2.1 Pricing Instructions

PANEL OF CONTRACTORS FOR THE EXTENTION/ MAINTENANCE OF WATER AND SEWER RETICULATION NETWORK/PROJECTS ON AN “AS AND WHEN REQUIRED BASIS” FOR 3 YEARS

C2.1: PRICING INSTRUCTIONS

1. Measurement and payment shall be in accordance with the relevant provisions of clause 8 of each of the SABS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SABS 1200-A, *General*.

2. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kiloliter
km	=	kilometer
Km-pass	=	kilometre-pass
KPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimeter
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometer
MN	=	mega newton
MN.m	=	mega newton-metre
MPa	=	mega Pascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

4. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as

well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

5. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)
6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
7. An amount or rate shall be entered against each item in the Schedule of Quantities, whether or not quantities are stated.
8. The contractor may be required to provide proof and rates breakdown where lower rates have been provided to determine if they can complete the project as required.
9. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
10. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
11. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
12. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SABS 1200 Standardised Specifications.
13. **Black Ink Only** with permanent pens “**don’t use Erasable pens**”.
14. **This bill of quantities is provisional and shall be used for valuating bids and ranking. The work shall only be undertaken on a “as and when required basis “over the 3-year period.**