



# NONGOMA MUNICIPALITY

## ***BID DOCUMENT FOR:***

**ADDITIONAL PANEL OF CONTRACTORS FOR INFRASTRUCTURE PROJECTS AT NONGOMA LOCAL MUNICIPALITY FOR 3 YEARS (36 MONTHS) 2022/23 TO 2024/25 FY CIDB GRADING 3-9 CE, GB AND PE**

**BID NLM 16/2022-23**

NAME OF BIDDER:	
CSD No	
SARS TCS Pin (Tenders)	
PHYSICAL ADDRESS:	
<b>TICK APPLICABLE GRADE</b>	
CE	
GB	
EP	
Telephone No:	
E-MAIL:	
CIDB Grading	

**CLOSING DATE: 19 AUGUST 2022 @ 12H00**

**Document to be submitted to:**

Nongoma Municipality  
Lot 103 Main Street  
P O Box 84  
Nongoma  
3950

**BID No. 16/2022-23: ADDITIONAL PANEL OF CONTRACTORS INFRASTRUCTURE PROJECTS AT NONGOMA LOCAL MUNICIPALITY FOR 3 YEARS (36 MONTHS) CIDB GRADING 3-9 CE, GB AND EP**

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# BID PROCEDURES

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

Umkhandlu wakwa - **NONGOMA** - Local Municipality

Tel: (035) 831 7500|Fax: (035) 831 3152|P.O. Box 84|Nongoma 3950

**TENDER NOTICE**

**Bid No.: 16/2023/23– ADDITIONAL PANEL OF CONTRACTORS FOR INFRASTRUCTURE PROJECTS AT NONGOMA LOCAL MUNICIPALITYFOR 3 YEARS (36 MONTHS 2022/23 to 2024/25 FINANCIAL YEARS) CIDB GRADING 3-9 CE, GB AND EP**

The Nongoma Municipality hereby invites suitable and experienced contractors for the establishment of the panel of contractors in the CIDB grading designation of 4 to 9 CE,GB and EP for a period of three (3) years without guarantee of work.

Bid No.	Description	Closing Date and Time
BID 16/2022/23	Bid No.: 16/2022/23 – ADDITIONAL PANEL OF CONTRACTORS FOR INFRASTRUCTURE PROJECTS AT NONGOMA LOCAL MUNICIPALITYFOR 3 YEARS (36 MONTHS 2022/23 to 2024/25 FINANCIAL YEARS) CIDB GRADING 3-9 CE, GB AND EP	19 AUGUST 2022

Bid documents will be available from municipal website([www.nongoma.gov.za](http://www.nongoma.gov.za)) download free of charge and also from the National Treasury website ([www.etenders.gov.za](http://www.etenders.gov.za)).

Preferential Procurement Policy Framework Act No.5 of 2000: Preferential Procurement Regulations 2017 and Supply Chain Management Policy of Nongoma Local Municipality will apply in the adjudication process. The evaluation of the Bid will be adjudicated according with functionality. The tender are expected to score atleast a minimum of 60 out of 80 points (75%) for functionality to be considered for further evaluation. 20 points in respect of B-BBEE status level of contribution, in-order to claim Preference points a valid originally or certified B-BBEE Status level Verification certificate or a Sworn Affidavit completed on the DTI format must be submitted to validate the claim. Mandatory Requirements/ Documentation

- Copy of CIPC Documents;
- B-BBEE Certificate;
- Notarised Joint Venture Agreement (where applicable),
- The Bidder must complete all MBD forms included in tender document;
- Proof of National Treasury (NT) Central Supplier Database Registration i.e. submit a copy of CSD
- Master Registration Number (Supplier Number)]
- A valid SARS Tax Clearance Certificate and the Tax compliance Status pin to be submitted.
- Certified ID Copies of Directors or Members (in cases of sole proprietor, partnerships and close corporation), this must have been certified within three (03) months,
- The validity period for submission must be 120 days from the closing date.
- Proof of appropriate CIDB Grading designation (3 - 9 CE,GB AND EP)

Tenderers shall be registered with the CIDB in a CE, GB and EP class for construction works and shall have a CIDB contractor grading designation of 3-9 CE, GB and EP Functionality will be evaluated as indicated below:

<b>Functionality Criteria For Grades 3 – 9 CE ,GB and EP</b>		
<b>Items</b>	<b>Criteria</b>	<b>Points</b>
<b>1.1</b>	Relevant Experience (Completed Company Traceable Experience on Projects – Past 5 years)	40
<b>1.2</b>	Schedule of Plants and Equipment	10
<b>1.3</b>	CVs and Qualifications of Key Personnel (Resources)	20
<b>1.4</b>	Locality	10
	<b>Total Points</b>	<b>80</b>

The Functionality evaluation = a maximum of 80 points. Tenders who score less than 60 points will not form part of the panel.

Completed bid documents complying with the conditions of bid must be sealed and endorsed

**BID No: Bid No.: 16/2022-23 – ADDITIONAL PANEL OF CONTRACTORS FOR INFRASTRUCTURE PROJECTS AT NONGOMA LOCAL MUNICIPALITY FOR 3 YEARS (36 MONTHS 2022/23 to 2024/25 FINANCIAL YEARS) CIDB GRADING 3-9 CE, GB AND EP.**” bearing the name and address of the bidder at the back of the envelope to be deposited in the official bid box at the reception of the Nongoma Local Municipality offices at Lot 103, Main Street, Nongoma, South Africa, 3950 Kwazulu- Natal not later than 12H00 on the dates as mentioned above, all the received Bids will be opened in public. Late quotations or tenders received by way of facsimile or e-Mail will under no circumstances be considered. Tenders that are deposited in the incorrect box or delivered to any other venue will not be considered.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Document. There will be no compulsory briefing session due to Covid-19 Pandemic. For any SCM or technical related enquiries, please contact the following persons:-

<b>SCM</b>	<b>Technical</b>
Mr K.S Manqele	Mr M.S Khumalo
(035)831 7500	035 007 0013
<a href="mailto:manqelek@nongoma.gov.za">manqelek@nongoma.gov.za</a>	khumalo.siphom@gmail.com

Only prospective suppliers who are registered on the National Treasury Supplier database are legible to bid. The National Treasury Central Supplier Database Summary report must be submitted. To register on the CSD log onto [www.csd.gov.za](http://www.csd.gov.za)

Mr. MM ZUNGU  
The Municipal Manager

**MBD 1  
PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:	16/2022/23	CLOSING DATE:	19 August 2022	CLOSING TIME:	12H00
DESCRIPTION	<b>Bid No.: 16/2022/23 – ADDITIONAL PANEL OF CONTRACTORS FOR INFRASTRUCTURE PROJECTS AT NONGOMA LOCAL MUNICIPALITY FOR 3 YEARS (36 MONTHS 2022/23 to 2024/25 FINANCIAL YEARS) CIDB GRADING 3-9 CE, GB AND ep</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX  
SITUATED AT (STREET ADDRESS)

<b>NONGOMA MUNICIPALITY</b>				
<b>LOT 103 MAIN STREET</b>				
<b>NONGOMA</b>				
<b>3950</b>				
<b>SUPPLIER INFORMATION</b>				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>				
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 PARTB:3 ]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....		DATE	
CAPACITY UNDER WHICH THIS BID ISSIGNED				
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	<b>SCM</b>		CONTACT PERSON	<b>M.S Khumalo</b>
CONTACT PERSON	<b>K Manqe</b>		TELEPHONE NUMBER	<b>035 831 3134</b>
TELEPHONE NUMBER	<b>035 831 7500</b>		FACSIMILE NUMBER	<b>035 831 3152</b>
FACSIMILE NUMBER			E-MAIL ADDRESS	<b>humalo.siphom@gmail.com</b>
E-MAIL ADDRESS	<b>manqelek@nongoma.gov.za</b>			

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
<b>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE</b>	
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.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
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
<b>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.</b>	

**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: .....

**T1.2. BID DATA****1. GENERAL**

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

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

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

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

**2. BID DATA APPLICABLE TO THIS BID**

**F.1.1** The Employer for this Bid is: **Nongoma Municipality**

**F.1.2 Bid Documents**

(a) **The Bid Document** consists of the following:

**BID****T1 : Bidding Procedures**

T1.1 : Bid Notice and Invitation to Bid

T1.2 : Bid Data

**T2 : Returnable Documents**

T2.1 : List of Returnable Documents

T2.2 : Returnable schedules and forms

**CONTRACT****Part 1: Agreements and Contract Data**

C1.1 : Form of Offer and Acceptance

C1.2 : Contract Data

**Part 2: Pricing Data**

C2.1 : Pricing Instructions

C2.2 : Bill of Quantities

**Part 3: Scope of Work**

C3 : Scope of Work

**Part 4: Site Information**

C4 : Site information

**F.1.4 The Employer's Agent is:**

Name : Mr MS Khumalo,  
Address : Nongoma Local Municipality Lot 103, Main Street, Nongoma, South Africa, 3950

E-mail Address : [khumalo.sipho@nongoma.gov.za](mailto:khumalo.sipho@nongoma.gov.za)

**F.2.1 Eligibility (Responsiveness of Bids)**

A Bidder will not be eligible to submit a Bid if:

- (a) the Contractor submitting the Bid is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
- (b) the Bidder does not have the legal capacity to enter into the contract;
- (c) the Contractor submitting the Bid is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;
- (d) The Bidder does not comply with the legal requirements stated in the Employer's procurement policy.
- (e) The Bidder cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract
- (f) The Bidder cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
- (g) The Bidder has fully completed the Declaration of Interest, MBD4 (Returnable)

Only those Bidders who are registered with the Construction Industry Development Board (CIDB) in a contractor-grading between **3 to 9 CE, GB and EP** as defined in the Regulations (09 June 2004 and 22 July 2005), in terms of the CIDB Act No 38 of 2000, are eligible to submit Bids for this contract.

Joint ventures are eligible to submit Bids provided that:

1. Every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the **CE ,GB and EP** class of construction work; and
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum Bided for a **3 CE,GB and EP** class of construction work.

**F.2.2 Cost of Tendering**

The employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

**F.2.7 Site visit and clarification meeting**

No compulsory site inspection visit and clarification meeting:

**F.2.10 Pricing the Bid offer**

Bidders are not required to price this tender document. Bidders will be required to price documents as and when work becomes available. When pricing tender documents the following shall apply:

- (a) Value Added Tax

The Valued Added Tax (VAT) rate shall be 15% or as otherwise provided for by legislation.

- (b) The successful Bidder shall be required to produce a VAT invoice that shall only be prepared once measurements and valuations for work done in terms of the contract offer have been agreed with the Employers agent and a certificate of payment issued.
- (c) Payment of VAT to non-VAT vendors shall be processed from the month in which the Bidders liability with the South African Revenue Services is effective.

#### **F.2.12 Alternative Bids**

No alternative bid offer will be permitted

#### **F.2.13 Submitting a Bid Offer**

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

- F.2.13.3** a) Submit only one tape bound tender document, (no emailed tenders will be accepted)  
b) Additional documentation including certificates shall be submitted in a separate, properly bound, document

**F.2.13.5** The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box the reception of the Nongoma Local Municipality offices at Lot 103, Main Street, Nongoma, South Africa, 3950 Kwazulu-Natal

#### **Identification details:**

**Bid No.: 16/2022/23 – ADDITIONAL PANEL OF CONTRACTORS FOR INFRASTRUCTURE PROJECTS AT NONGOMA LOCAL MUNICIPALITY FOR 3 YEARS (36 MONTHS 2022/23 to 2024/25 FINANCIAL YEARS) CIDB GRADING 3-9 CE, GB AND EP**

**F.2.3.5** A two-envelope procedure will not be followed.

#### **F.2.15 Closing Time**

The closing time for submission of Bid Offers is: 19 AUGUST 2022 **at 12H00** Telephonic, telegraphic, telex, electronic or e-mailed Bids will not be accepted.

#### **F.2.16 Bid validity**

The Bid Offer validity period is **120** days from the closing time for submission of Bids.

**F.2.18** The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility criteria.

#### **F.2.19 Access**

Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.

**F.2.22 Return of Bid Documents**

Not applicable.

**F.2.23 Certificates**

The following certificates must be provided with the Bid:

- Valid Tax Clearance Compliance Status Pin Certificate;
- Company / CC / Trust / Partnership registration certificates;
- Certified copies of ID Certificate (s) of all directors, members and/or shareholders
- VAT Registration Certificate from South African Revenue Services (SARS)

- Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993);
- Central Supplier's Database Registration Report
- Joint Venture Agreement and Power of Attorney in case of Joint Ventures;
- Contractors CIBD Registration Certificate
- BBBEE Verification certificate/Sworn Affidavit
- Proof that payment for municipal services is up to date

#### **F.3.4 Opening of Bid Submissions**

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

Time : **12H00**  
Date : 19 AUGUST 2022

Location / Venue : Nongoma Municipality Offices, Lot 103 Main Street, Nongoma

**F.3.5** The two-envelope system will **not** apply to this Bid.

#### **F.3.11 Evaluation of Bid Offers**

**F.3.11.1** Tenders will be evaluated on functionality only, as stated in the invitation to tender and tender data.

NB: Tenders in the CIDB grading 3 – 9 CE, GB and EP, must score at least 60 points on functionality to qualify for placement into the Nongoma Local Municipality Contractors panel for a period of three (3) years without guarantee of quantum of work.

**F.3.11.2 Evaluation of Tender Offers**

The evaluation of the Bid will be adjudicated according with **functionality**. The tender are expected to score at least a minimum of 60 out of 80 points (75%) for functionality to be considered for further evaluation. 20 points in respect of B- BBEE status level of contribution: -

**Functionality**

Tenderers' experience/ability to undertake works of similar nature will be evaluated in terms of a Functionality Score Card as presented below. Only Tenderers scoring a minimum of 60 points as scored against the scorecard below shall be considered for further evaluation.

CATEGORY	PREFERENCE	MAXIMUM POINTS CLAIMABLE	
<b>Relevant Experience</b>  (Points allocated for proven track record of the tendering entity based on the previous list of 3 completed projects in the past 3 years. Signed Appointment letters, signed practical/final completion certificates are to be submitted. Failure to submit will result in zero points.)	The bidder must submit the signed positive completion certificate with appointment letter reflecting construction project with traceable contact details and name of client. Points will be allocated follows:	40	
	• A list of 4 - 5 Completed Projects, 4 - 5 signed appointment letters, 4 - 5 signed practical/final completion certificates		40
	• A list of 2 - 3 Completed Projects, 2 - 3 signed appointment letters, 2 - 3 signed practical/final completion certificates		30
	• 1 Completed Project, 1 signed appointment letter, 1 signed practical/final completion certificate		15
	• No Proof submitted		10
<b>Schedule of Plants and Equipment</b>  (Points allocated for plant and equipment as indicated in the Tender Data. Tenderers are to submit proof of ownership of plant and equipment listed or evidence of rental capacity from plant and hire suppliers in the form of registration documents, asset register or letter of confirmation of plant hire or lease agreements with plant hire suppliers ( <b>half points for lease plant</b> ). Failure to submit will result in zero points)	• List of Plant and Equipment submitted and it is 100 % adequate for grades (3-9 CE, GB, EP Works with supporting documentation	10	10
	• List of Plant and Equipment submitted with 80 % adequate for grades (3-9 CE, GB, EP) Works with supporting documentation	8	
	• List of Plant and Equipment submitted meets the minimum 60 % requirements for grades (3-9 CE, GB, EP) Works with supporting documentation	6	
	• List of Plant and Equipment with 40 % compliance submitted without supporting documentation for grades (3-9 CE, GB, EP) Works	4	
	• supporting documentation not submitted	0	
<b>Key personnel CVs</b>  (Points allocated for qualifications and experience of key personnel or resources of the tendering entity. Tenderers are to submit certificates of qualifications and CV's for Site Agent/Project managers, Foremen in line with the form in the Tender Data. Failure to submit will result in zero points)	The bidder must attach the CVs with certified copies of qualification (not older than 3 months) for the site agent and foreman.		20
	<b>Site Agent/Project Manager (10 points)</b>	10	
	• Diploma/higher qualification in Civil or Electrical Engineering with experience of 5 years and above.	10 Points	
	• Diploma/higher qualification in Civil or Electrical Engineering with experience of 3 years to less than 5 years.	05 Points	
	• Diploma/higher qualification in Civil or Electrical Engineering with experience of 1 year to less than 3 years.	01 Points	
	• Non-submission of Qualifications	00 Points	
	<b>Foreman (10 points)</b>	10	
	• CV with experience of 10 years and above in construction projects	10 points	
	• CV with experience of 5 years to less than 10 years in construction projects	05 points	
	• CV with experience of 1 year to less than 5 years in construction projects	01 points	
<b>Location of Office</b>	Locality Point (Proof of office location)		10
	Nongoma	10 points	
	Zululand	08 points	
	KwaZulu Natal	05 points	

**(DOCUMENTARY PROOF MUST BE ATTACHED) TOTAL**

**80**

The minimum number of evaluation points for quality shall be **60** points of the total evaluation points. At this stage Bids scoring points less than 60 points will not be considered further in the evaluation process.

### Disqualifying factors

1. Failure to submit any of the returnable documents
2. Unfinished Project within the specified contract period.

## F.3.11.4 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

### 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 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

#### 1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION

20

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 Lack 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 R50 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

- 3.2 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 AND QUALITY

Quality and Price shall constitute 80 points and shall be calculated as per Clause F.3.11.1

#### 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	6	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 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher 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.

#### F.3.13 Acceptance of Bid Offer

- F.3.13.1 Bid Offers will only be accepted on condition that:

- (a) the Bidder has submitted with his Bid a valid Tax Clearance Certificate issued by the South African Revenue Services

- (b) the Bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- (c) the Bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;
- (d) the Bidder or any of its directors is not listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- (e) the Bidder has not:
  - (i) abused the Employer's Supply Chain Management System; or
  - (ii) failed to perform on any previous contract and has been given a written notice to this effect.
- (f) the Bidder or a competent authorized representative of the Contractor who submitted the Bid has attended the compulsory clarification meeting and/or site inspection, as specified;
- (g) the Bid offer is signed by a person authorized to sign on behalf of the Bidder;
- (h) a Bidder who submitted a Bid as a Joint Venture has included an acceptable Joint Venture Agreement with his Bid.

**F.3.18 Copies of contract**

The number of paper copies of the signed contract to be provided by the Employer is: **One**.

**F.3.18a Contract Administration and Supervision**

The contract shall be administered and supervised using the General Conditions of Contract 2015 (GCC 2015)

## Annexure F: Standard Conditions of Bid

*(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)*

### F.1 General

#### F.1.1 Actions

The employer and each Bidder submitting a Bid offer shall comply with these conditions of Bid. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

#### F.1.2 Bid Documents

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

#### F.1.3 Interpretation

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

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

**F.1.3.3** For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the Bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other Bided parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the Bid process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the Bid process or the award of a contract arising from a Bid offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

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

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

#### F.1.5 The employer's right to accept or reject any Bid offer

**F.1.5.1** The employer may accept or reject any variation, deviation, Bid offer, or alternative Bid offer, and may cancel the Bid process and reject all Bid offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a Bidder for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

**F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a Bid process or the rejection of all responsive Bid offers re-issue a Bid covering substantially the same scope of work within a period of six months unless only one Bid was received and such Bid was returned unopened to the Bidder.

## **F.2 Bidder's obligations**

### **F.2.1 Eligibility**

Submit a Bid offer only if the Bidder complies with the criteria stated in the Bid data and the Bidder, or any of his principals, is not under any restriction to do business with employer.

### **F.2.2 Cost of Biding**

Accept that the employer will not compensate the Bidder for any costs incurred in the preparation and submission of a Bid offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

### **F.2.3 Check documents**

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

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

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

### **F.2.5 Reference documents**

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

### **F.2.6 Acknowledge addenda**

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

### **F.2.7 Clarification meeting**

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

### **F.2.8 Seek clarification**

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

### **F.2.9 Insurance**

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

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

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

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

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

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

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

Not make any alterations or additions to the Bid documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the Bidder. All signatories to the Bid offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

#### **F.2.12 Alternative Bid offers**

**F.2.12.1** Submit alternative Bid offers only if a main Bid offer, strictly in accordance with all the requirements of the Bid documents, is also submitted. The alternative Bid offer is to be submitted with the main Bid offer together with a schedule that compares the requirements of the Bid documents with the alternative requirements the Bidder proposes.

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

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

**F.2.13.1** Submit a Bid offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the Bid data.

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

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

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

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

**F.2.13.6** Where a two-envelope system is required in terms of the Bid data, place and seal the returnable documents listed in the Bid data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the Bid data, as well as the Bidder's name and contact address.

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

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

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

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

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

**F.2.15.1** Ensure that the employer receives the Bid offer at the address specified in the Bid data not later than the closing time stated in the Bid data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept Bid offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Bid data.

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

#### **F.2.16 Bid offer validity**

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

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the Bid data for an agreed additional period.

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

Provide clarification of a Bid offer in response to a request to do so from the employer during the evaluation of Bid offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the Bid offer is sought, offered, or permitted. The total of the prices stated by the Bidder shall be binding upon the Bidder.

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

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

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

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

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

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

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

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

#### **F.2.21 Check final draft**

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

#### **F.2.22 Return of other Bid documents**

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

#### **F.2.23 Certificates**

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

### **F.3 The employer's undertakings**

#### **F.3.1 Respond to clarification**

Respond to a request for clarification received up to five working days prior to the Bid closing time stated in the Bid Data and notify all Bidders who drew procurement documents.

#### **F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the Bid documents to each Bidder during the period from the date of the Bid Notice until seven days before the Bid closing time stated in the Bid Data. If, as a result a Bidder applies for an extension to the closing time stated in the Bid Data, the Employer may grant such extension and, will then notify it to all Bidders who drew documents.

#### **F.3.3 Return late Bid offers**

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

#### **F.3.4 Opening of Bid submissions**

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

**F.3.4.2** Announce at the opening held immediately after the opening of Bid submissions, at a venue indicated in the Bid data, the name of each Bidder whose Bid offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main Bid offer only.

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

### **F.3.5 One-envelope system**

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

**F.3.5.2** Evaluate the quality of the technical proposals offered by Bidders, then advise Bidders who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Bidders, who score in the quality evaluation above the minimum number of points for quality stated in the Bid data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Bidders whose technical proposals failed to achieve the minimum number of points for quality.

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

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

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

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

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

Determine, on opening and before detailed evaluation, whether each Bid offer properly received:

- a) meets the requirements of these Conditions of Bid,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the Bid documents.
- d) the Bidder did not make an arithmetic error in the bill of quantities of more than +10% or -10% of his Bid value

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

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the Bidder's risks and responsibilities under the contract, or
- affect the competitive position of other Bidders presenting responsive Bids, if it were to be rectified

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

### **F.3.9 Arithmetical errors**

Check responsive Bid offers for arithmetical errors, correcting them in the following manner:

- **If a Bidder makes an arithmetic error of more than  $\pm 15\%$  in the bill of quantities,**
- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a bill of quantities (or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Bidder's addition of prices, the total of the prices shall govern and the Bidder will be asked to revise selected item prices (and their rates if a bills of quantities applies) to achieve the Bided total of the prices.

Consider the rejection of a Bid offer if the Bidder does not correct or accept the correction of his arithmetical errors in the manner described above.

### F.3.10 Clarification of a Bid offer

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

### F.3.11 Evaluation of Bid offers

#### F3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive Bid offer to a comparative offer and evaluate it using the Bid evaluation method that is indicated in the Bid Data and described below:

Method 1: Financial offer	<ol style="list-style-type: none"> <li>1) Rank Bid offers from the most favourable to the least favourable comparative offer.</li> <li>2) Recommend highest ranked Bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol>
Method 2: Financial offer and preferences	<ol style="list-style-type: none"> <li>1) Score Bid evaluation points for financial offer.</li> <li>2) Confirm that Bidders are eligible for the preferences claimed and if so, score Bid evaluation points for preferencing.</li> <li>3) Calculate total Bid evaluation points.</li> <li>4) Rank Bid offers from the highest number of Bid evaluation points to the lowest.</li> <li>5) Recommend Bidder with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol>
Method 3: Financial offer and quality	<ol style="list-style-type: none"> <li>1) Score quality, rejecting all Bid offers that fail to score the minimum number of points for quality stated in the Bid data.</li> <li>2) Score Bid evaluation points for financial offer.</li> <li>3) Calculate total Bid evaluation points.</li> <li>4) Rank Bid offers from the highest number of Bid evaluation points to the lowest.</li> <li>5) Recommend Bidder with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol>
Method 4: Financial offer, quality and preferences	<ol style="list-style-type: none"> <li>1) Score quality, rejecting all Bid offers that fail to score the minimum number of points for quality stated in the Bid data.</li> <li>2) Score Bid evaluation points for financial offer.</li> <li>3) Confirm that Bidders are eligible for the preferences claimed, and if so, score Bid evaluation points for preferencing.</li> <li>4) Calculate total Bid evaluation points.</li> <li>5) Rank Bid offers from the highest number of Bid evaluation points to the lowest.</li> <li>6) Recommend Bidder with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol>

Score financial offers, preferences and quality, as relevant, to two decimal places.

#### F.3.11.2 Scoring Financial Offers

Score the financial offers of remaining responsive Bid offers using the following formula:

$$N_{FO} = W_1 \times [1 - (P - P_m) / P_m]$$

where:

$N_{FO}$  = the number of Bid evaluation points awarded for the financial offer.

$W_1$  = the maximum possible number of Bid evaluation points awarded for the financial offer as stated in the Bid Data i.e. 80.

$P_m$  = the comparative offer of the most favourable Bid offer.

$P$  = the comparative offer of Bid offer under consideration.

**F.3.11.3 Scoring quality (functionality)**

Score quality in each of the categories stated in the Bid Data and calculate total score for quality.

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

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

**F.3.13 Acceptance of Bid offer**

**F.3.13.1** Accept Bid offer only if the Bidder satisfies the legal requirements stated in the Bid Data.

**F.3.13.2** Notify the successful Bidder of the employer's acceptance of his Bid offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the Bid data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful Bidder as described in the form of offer and acceptance.

**F.3.14 Notice to unsuccessful Bidders**

After the successful Bidder has acknowledged the employer's notice of acceptance, notify other Bidders that their Bid offers have not been accepted.

**F.3.15. Prepare contract documents**

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the Bid documents to take account of:

- a) addenda issued during the Bid period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful Bidder, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

**F.3.16 Issue final contract**

Prepare and issue the final draft of contract documents to the successful Bidder for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of Bid require the Bidder to submit, after acceptance by the employer, shall be included.

**F.3.17 Complete adjudicator's contract**

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

**F.3.18 Provide copies of the contracts**

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

**NONGOMA MUNICIPALITY****CONTRACT NO. 16/2022/23****T2.1 List of Returnable Documents**

The Bidder must complete the following returnable documents:

Bidder will be disqualified if these documents are not submitted and fully completed

- MBD1
- Contractor's Certificate of Registration with CIDB
- Tax Clearance Compliance Status Pin Certificate - MBD 2
- Declaration of Interest - MBD 4
- Preferencing Claim Form, MBD 6.1, MBD 6.2
- Central Supplier's Database Registration Report
- Certificate of Independent Bid Determination- MBD 9
- Declaration of Bidder's Past Supply Chain Management Practices - MBD 8
- Form of Offer and Acceptance
- Bribery Affidavit

**1. Returnable Schedules and other Documents Required for Tender Evaluation Purposes**

Schedule 1: Certificate of Attendance at a Bid Site Meeting

Schedule 2: Record of Addenda to Bid Documents

Schedule 3: Certificate of Authority for Joint Ventures / Close Corporation/ Partnership/ Company/ Sole Proprietor

(Certified copies of Identity Documents in the case of Sole Proprietor)

Schedule 4: Declaration of Interest, MBD 4

Schedule 5: Schedule of the Bidder's Experience

Schedule 6: Schedule of Key Personnel

Schedule 7: Format of Curriculum Vitae

Schedule 8: Proposed Amendments, Qualifications and Alternatives

Schedule 10: Schedule of Plant and Equipment

Schedule 11: Tax Clearance Certificate, MBD 2

Schedule 13: Preferencing Claim Form, MBD 6.1; MBD 6.2

Schedule 14: BBBEE Certificate (Certified Copy)/Sworn Affidavit

Schedule 15: CIDB grading certificate and number on spaces provided

Failure to submit the above information (compulsory documents) the tender will be disqualified

## **2. Returnable Schedules and Other Documents that will be Incorporated into the Contract**

Schedule 16: Declaration of Bidder's Past Supply Chain Management Practices

Schedule 17: Certificate of Independent Bid Determination, MBD 9

Schedule 19: Contractors' Health and Safety Declaration

Schedule 21: Proof of Office Location

Schedule 22: Copy of Cashed Cheque for the Company

Schedule 23: VAT Registration Certificate

Schedule 24: Proof of Purchase of Tender Documents

Schedule 25: Central Supplier's Database Registration Report

## **5. The offer portion of the C1.1 Offer and Acceptance**

### **6. C1.2 Contract Data (Part 2)**

**SCHEDULE 1.**

**CERTIFICATE OF ATTENDANCE AT A BID SITE MEETING (N/A)**

This is to certify that (*Bidder*) .....

of (*address*).....

..... was represented by the person(s) named below at the compulsory meeting held for all Bidders at **Nongoma Municipality** offices, Main Street, Creighton, for the contract number **SCMRFPXXXXXXXX** on ..... **starting at 10H00.**

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

**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: .....

**SCHEDULE 2.****RECORD OF ADDENDUM TO BID DOCUMENTS**

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this Bid offer, amending the Bid documents, have been taken into account in this Bid offer.

<b>ADD. No.</b>	<b>DATE</b>	<b>TITLE OR DETAILS</b>
1		
2		
3		
4		
5		

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

DATE: .....

**SCHEDULE 3.**

**CERTIFICATE OF AUTHORITY OF AN ENTITY**

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

<b>(I) Company</b>	<b>(II) Close Corporation</b>	<b>(III) Partnership</b>	<b>(IV) Joint Venture</b>	<b>(V) Sole Proprietor</b>

**(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 Bid 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 Bid for Contract No ..... 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 authorise Mr/Ms.....

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

with the Bid for Contract No ..... 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 Bid 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

Bid offer for Contract No .....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.**

**Attach on this page a Joint Venture agreement and a percentage split of works and scope of works to be split.**

**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:** .....

**SCHEDULE 4.****REGISTRATION CERTIFICATE OF AN ENTITY**

*Important note to Bidder: Certified Copies of Registration Certificates for Companies and IDs for Directors/Share Holders, Close Corporations and Partnerships, ID documents for Sole Proprietors, must be inserted here.*

## **SCHEDULE 5.**

### **DECLARATION OF INTEREST**

#### **MBD 4**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name of bidder or his or her representative.....
  - 3.2 Identity Number: .....
  - 3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>).....
  - 3.4 Company Registration Number: .....
  - 3.5 Tax Reference Number.....
  - 3.6 VAT Registration Number.....
  - 3.7 The names of all directors / trustees / 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**

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and wh

3.10.1 If yes, furnish particulars.

.....  
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any perso

3.11.1 If yes, furnish particulars

.....  
.....

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

3.13.1 If yes, furnish particulars.

.....  
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or

Business whether or not they are bidding for this contract .....**YES / NO**

3.14.1 If yes, furnish particulars:

.....  
.....

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

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

**SCHEDULE 6.**

**SCHEDULE OF THE BIDDER’S EXPERIENCE**

The Bidder shall enter in the spaces provided below a list of relevant Access Roads projects. This information is deemed to be material to the award of the contract and is taken into account in the calculation of the adjudication points. Failure to provide this information your document will be excluded. Attach on this page reference letters from previous employers, the letters should be in the institutions’ letter heads and completion certificates.

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 Bidder)

DATE: .....

**SCHEDULE 7.**

**KEY PERSONNEL**

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

The Bidder 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 Bidder)

DATE: .....





**The Tenderer should attach relevant qualifications.**

## **SCHEDULE 8.**

### **I. AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES**

*(This is not an invitation for amendments, deviations or alternatives but should the Bidder 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, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).*

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

#### **(a) AMENDMENTS**

<b>PAGE, CLAUSE OR ITEM NO</b>	<b>PROPOSED AMENDMENT</b>

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

#### **(b) ALTERNATIVES**

<b>PROPOSED ALTERNATIVE</b>	<b>DESCRIPTION OF ALTERNATIVE</b>

**[Notes:** (1) Individual alternative items that do not justify an alternative Bid, and an alternative offer for time for completion should be listed here.

- (2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc., and a detailed statement setting out the salient features of the proposed alternatives must accompany the Bid.
- (3) Alternative Bids involving technical modifications to the design of the works and methods of construction shall be treated separately from the main Bid offer.]

**(c) DISCOUNTS**

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

**[Note:** The Bidder must give full details of the discounts offered in a covering letter attached to his Bid, failing which, the offer will be prejudiced]

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

DATE: .....

**SCHEDULE 9.**

**SCHEDULE OF PLANT AND EQUIPMENT**

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 Bid 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 and proof of ownership

(b) Details of major equipment that will be hired, or acquired for this contract if my/our Bid is acceptable. Hired plant will score half the points for in-house plant.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required and proof of arrangement for hiring plant or equipment.

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

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

*Bidder* .....

## **SCHEDULE 10.**

### **TAX CLEARANCE COMPLIANCE STATUS PIN CERTIFICATE**

#### **MBD 2**

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

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

***[Tax Clearance Compliance Status Pin Certificate obtained from SARS to be inserted here]***

## **SCHEDULE 11.**

### **MBD 6.1**

#### **PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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, 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

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

#### **2. DEFINITIONS**

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \times \left\{ 1 - \frac{P_t - P_{min}}{P_{min}} \right\} \quad \text{80/20} \quad \text{or} \quad P_s = 90 \times \left\{ 1 - \frac{P_t - P_{min}}{P_{min}} \right\} \quad \text{90/10}$$

Where

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

$P_t$  = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (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	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

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

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: ..... = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 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 or QSE

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
Black people	√	√

Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

**8.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**
**MBD 6.2**

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

**1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8. (2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:  

$$LC = [1 - x / y] * 100$$
 Where  
 x is the imported content in Rand  
 y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
- 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Structural steel	100%
PVC pipes	100%

3. Does any portion of the goods or services offered have any imported content?

**(Tick applicable box)**

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

- Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

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

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

**IN RESPECT OF BID NO.** .....

**ISSUED BY:** (Procurement Authority / Name of Institution): .....

NB

- The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),

do hereby declare, in my capacity as .....

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

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

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

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

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

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

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

- 1. The Bidder shall complete and sign the schedule.**
- 2. Failure to comply with the instruction above shall invalidate the bid.**

## **SCHEDULE 12.**

### **BBBEE CERTIFICATE/SWORN AFFIDAVIT**

The Tenderer should insert here a BBBEE 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). Joint Ventures to insert here a consolidated BBBEE Certificate.

## **SCHEDULE 13.**

### **CIDB REGISTRATION CERTIFICATE OF AN ENTITY**

**Important note to Bidder: Bidders to attach here a certified copy of CIDB grading certificate and complete the number on the spaced provided.**

1. CIDB Registration No.....
2. CIDB Grading           .....

## **SCHEDULE 14.**

### **MBD 8**

#### **DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</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 <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></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 Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Bid Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

## **SCHEDULE 15.**

### **MBD 9**

#### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**MBD 9****CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

**MBD 9**

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
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.

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

**MBD 9**

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**SCHEDULE 17**

**CONTRACTOR'S HEALTH AND SAFETY DECLARATION**

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2003.

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

**Declaration by Bidder**

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
  - (a) From my own competent resources as detailed in 4(a) hereafter: .....\*Yes / No
  - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: .....\*Yes / No
  - (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter:.....\*Yes / No

(\* = delete whatever is not applicable)

4. Details of resources I propose:

*(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 6, and competent persons as defined in Regulations 7, 8, 10, 11, 12, 14, 15, 18, 21(1), 22, 26 and 27, as applicable to this contract)*

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS



(a) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

- (i) By whom will training be provide.....
- (ii) When will training be undertaken? .....
- (iii) List the positions to be filled by persons to be trained or hired:  
.....

(c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor.....

Qualifications or details of competency of the subcontractor: .....

5. I hereby undertake, if my Bid is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.

6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHS 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.

7. I hereby confirm that adequate provision has been made in my Bided rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30)for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.

8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHS 1993 Construction Regulations 2003, and accept that my Bid will be prejudiced and may be rejected at the discretion of the Employer.

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

DATE: .....

## **SCHEDULE 18.**

### **PROOF OF OFFICE LOCATION**

**The Tenderer's Municipality Statements or Lease Agreement or Tribunal Letter as proof of location of office to be inserted here not older than 3 months.**

## **SCHEDULE 19.**

### **VAT REGISTRATION CERTIFICATE**

**The Tenderer's VAT Registration Certificate to be inserted here.**

## **SCHEDULE 20.**

### **COPY OF CASHED CHEQUE FOR THE COMPANY**

**The Tenderer's shall insert here a copy of cashed cheque for the company or letter from the bank here.**

**SCHEDULE 21.****PROOF OF PURCHASE OF TENDER DOCUMENTS (N/A)**

The Tenderer's shall insert here proof of purchase of the tender documents in the form of an official receipt or other acceptable form of proof.

## **SCHEDULE 22.**

### **CENTRAL SUPPLIER'S DATABASE REGISTRATION REPORT**

**The Tenderer's Central Supplier's Database Registration Report to be inserted here**

# The Contract

## **Part C1: Agreement and Contract Data**

- |      |  |
|------|--|
| C1.1 | Form of Offer and Acceptance                             |
| C1.2 | Contract Data  |
|      | C1.2.1 Conditions of Contract                            |
|      | C1.2.2: Part A: Contract Data Provided by The Employer   |
|      | C1.2.2: Part B: Contract Data Provided by The Contractor |
| C1.3 | Form of Guarantee  |
| C1.4 | Agreement with Adjudicator                               |
| C1.5 | Agreement in Terms of the Occupation Health and Safety   |

## **Part C2: Pricing data**

- |      |                      |
|------|----------------------|
| C2.1 | Pricing Instructions |
|------|----------------------|

## **Part C3: Scope of Work**

- |      |               |
|------|---------------|
| C3.1 | Scope of Work |
|------|---------------|

## **Part C4: Site information**

- |    |                  |
|----|------------------|
| C4 | Site Information |
|----|------------------|

## **THE CONTRACT**

### **PART C1: AGREEMENT AND CONTRACT DATA**

#### **C1.1 Form of Offer and Acceptance**

**NONGOMA MUNICIPALITY**

**CONTRACT NUMBER Bid No. 16/2022/23**

**C1.1 Form of Offer and Acceptance**

**Offer** (To be filled by tenderer)

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Contract Number: **16/2022/23**

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:**

.....

..... **N/A** ..... Rand (in words);

R ..... **N/A**.....(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 .....

**Form of Offer and Acceptance (continued)**

**Acceptance** (To be filled by Employer)

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**      **Nongoma Municipality**  
**Lot 103 Main Street, Nongoma**

Name and signature of witness .....

Date .....



## **THE CONTRACT**

### **PART C1: AGREEMENT AND CONTRACT DATA**

#### **C1.2 Contract Data**

## **PART C1: AGREEMENT AND CONTRACT DATA**

### **C1.2 CONTRACT DATA**

#### **C1.2.1 Conditions of Contract**

## PART C1: AGREEMENT AND CONTRACT DATA

### C1.2 CONTRACT DATA

#### C1.2.1 CONDITIONS OF CONTRACT

##### GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works – Third Edition 2015", issued by the South African Institution of Civil Engineering. (Short title: "**General Conditions of Contract for Construction Work 2015**") and can be obtained from:

##### SAICE

SAICE House  
Block 19  
Thornhill Office Park  
Becker Street  
MIDRAND  
1685  
Gauteng Province  
Tel: (011) 805-5947  
Fax: (011) 805-5971.

It is agreed that the only variations from the General Conditions of Contract 2010 are those set out hereafter under "Special Conditions of Contract".

##### SPECIAL CONDITIONS OF CONTRACT

###### 1. GENERAL

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

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or sub clause in the **General Conditions of Conditions 2015**, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

###### 2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

No amendments.

**APPENDIX A:TRANSFER OF RIGHTS**

**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)  
 .....

..... 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 asMaterials 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					

**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 6.10.1.5** of the **General Conditions of Contract 2015**.

## **PART C1: AGREEMENT AND CONTRACT DATA**

### **C1.2: CONTRACT DATA**

#### **C1.2.2 PART A: Data Provided by the Employer**

#### **C1.2.2 PART B: Data Provided by the Contractor**

## C1.2.2 CONTRACT DATA (Applicable to this Contract)

### PART A: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA BY THE EMPLOYER
Clause 1.1.14: Clause 1.2.2:	<p><b>Name of Employer: Nongoma Municipality</b>  <b>Address of Employer:</b></p> <p><u>Physical:</u>            Nongoma Municipal Offices            P O Box 62            Nongoma            3263</p> <p>E-Mail: sawyerr@nongoma.gov.za</p>
Clause 1.6 & 38.1:	<p>Special non-working days are public holidays, Saturdays and Sundays; and the following statutory public holidays as declared by National or Regional Government:</p> <p>New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill including the construction industry year end break.</p>
Clause 1.6:	The year-end break commences on the first working day after 15 December and ends on the first working day after 5 January of the next year and in this contract, it starts on <b>16<sup>th</sup> December 2020</b> and ends on <b>6<sup>th</sup> January 2021</b> .
Clause 2.3:	The Engineer is required to obtain the specific approval of the Employer for the following: The Engineer requires the <b>Municipal</b> approval in order to authorise any expenditure in excess of the tender Sum plus 15% Contingencies.
Clause 7.1:	The Guarantee shall be delivered within 14 days after the Employer has informed the Contractor <i>in writing</i> that his tender has been accepted. The Form of Acceptance will however not be signed by the Employer before the receipt of a guarantee acceptable to the Employer. Deed of Guarantee is applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA BY THE EMPLOYER
Clause 6.2.1:	The time to deliver the Deed of Guarantee is within 14 Days of the Commencement Date.
Clause 6.2.1:	The Liability of the Guarantee shall be 10%.
Clause 5.3.1:	The contractor shall commence executing the work within 14 days of the Commencement date.
Clause 5.6.1:	The Contractor shall deliver his programme of work within 14 days of the Commencement date.
*	
Clause 8.6.1.2:	Special risk insurance issued by SASRIA is required.
Clause 6.8.1:	The rates and/or prices stated in the Pricing Data shall be final and binding

---

throughout the period of the Contract.

**REFERENCE****CONTRACT SPECIFIC DATA BY THE EMPLOYER**

- Clause 6.8.3: Price adjustments for variations in the costs of special materials are not allowed.
- Clause 6.10.1.5: The percentage advance on materials not yet built into the Permanent Works is: **80%**.
- Clause 6.10.3: The percentage retention on the amounts due to the Contractor is 10 % excluding contract price adjustment, contingencies and VAT.
- Clause 6.10.6.1: A Retention money guarantee is permitted limited to 50%.
- Clause 7.8.1: The Defects Liability Period is applicable to this contract and is 12 months measured from the date of the Certificate of Completion.
- Clause 10.2: Dispute Resolution shall be by Amicable settlement / Adjudication / Arbitration.
- Clause 10.3:
1. The Adjudicator shall be reimbursed at the hourly rate of R650.00 in respect of all time spent upon or in connection with the adjudication including time spent travelling.
  2. The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to.
    - (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs.
    - (b) Telegrams, telex, faxes and telephone calls.
    - (c) Postage and similar delivery charges.
    - (d) Travelling, hotel expenses and other similar disbursements.
    - (e) Room charges.
    - (f) Charges for legal advice or technical advice obtained in accordance with the Procedure.
  3. The Adjudicator shall be paid an appointment fee of R 7 500.00. This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and / or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties
  4. The Adjudicator is currently registered for Value Added Tax (VAT).
  5. Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
  6. All payments other than the appointment fee (item 3) shall become due 7 days after receipt of invoice thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

**C1.2.2: CONTRACT DATA (Applicable to this contract)**

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

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA BY THE CONTRACTOR
Clause 1.8:	<b>Name of Contractor:</b> .....
Clause 1.2.2:	<b>Address of the Contractor:</b>
	<u>Physical:</u> .....
	<u>Postal:</u> .....
	.....
	.....
	.....
	.....
	E-Mail: .....
	Telephone No: ..... Fax No: .....

Clause 6.8.3: The variation in cost of all special materials is to be provided in the Table SM 1 for special materials.

The rates and prices for the special materials shall be furnished by the Tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. The quoted price is the ruling price on the 1<sup>st</sup> of Month prior to close of tender.

**TABLE: SM1**

Special Materials	Unit*	Rate or Price for the base month
Interlocking paving bricks	.....	.....
Concrete	.....	.....
Steel Reinforcing	.....	.....

\* Indicate whether the material shall be delivered in bulk or in containers. When called upon to do so, the Contractor shall substantiate the above rates or prices with acceptable documentary evidence.

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Signed on behalf of Tenderer: .....

## **THE CONTRACT**

### **PART C1: AGREEMENT AND CONTRACT DATA**

#### **C1.4 Agreement in Terms of Occupation Health and Safety**

**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 **Nongoma Municipality** represented by the Municipal Manager:

(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

CONTRACT No: **SCMRFP10/2020/21**

**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.
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: .....

WITNESSES: 1. ....

2. ....

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

the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

## **PART C3: SCOPE OF WORK**

**NONGOMA MUNICIPALITY****TENDER NO. 16/2022/23****C3.1 DESCRIPTION AND MANAGEMENT OF THE WORKS****C3.1.1 Miscellaneous**

The Project Specifications form an integral part of the contract documents and supplement the Standard Specifications.

In the event of any discrepancy with any part of the Standard Specifications or the Bill of Quantities, the Project Specifications shall take precedence. In the event of a discrepancy between the Standard Specifications and GCC 2015 the Standard Specifications shall take precedence.

The Standard Specifications, which form part of this Contract, have been written to cover all phases of work normally required road construction projects. However, in dealing with existing services like electricity and water infrastructure certain new items not covered by the Standard Specifications are introduced and new specifications will be introduced under this section.

**C3.1.2 Employer's Objectives**

Nongoma Municipality's objectives are to build using methods which promote LABOUR INTENSIVE practices in conformance to the principles of the Expanded Public Works Program Job Creation strategy.

**C3.1.3 Scope of Works**

It will be expected of the Contractor to supply a full Construction service of works that will include the following at the time of allocation;

- Construction of new Community halls
- Rehabilitation of existing Community halls
- Resurfacing of existing roads
- Rehabilitation of gravel roads
- Establishment of new Sports facilities
- Rehabilitation of existing Sports facilities
- Upgrading of existing Sports facilities
- Electrification projects(new connections and infills or any electrical works)

**C3.1.4 Description of Site and Access**

The sites shall be located within Nongoma Municipality.

**C3.1.12.9 Occupational Health and Safety Act**

The contractor will be required to implement and monitor all aspects of the Occupational Health and Safety Act (Act 85 of 1993) and the New Construction Regulations (2003).

