



# MALUTI-A-PHOFUNG LOCAL MUNICIPALITY



**BID NO: SCM/BID11/2023/2024**

## APPOINTMENT OF A SERVICE PROVIDER CONSTRUCTION OF FOOTBRIDGES IN MONONTSA

### VOLUME 1

CLOSING DATE AND TIME: Thursday 23 November 2023 AT 10H00

TECHNICAL ENQUIRIES	BIDDING RELATED ENQUIRIES
TECHNICAL ENQUIRIES:  Mr HW Ungerer  Maluti-a-Phofung Local Municipality Private Bag X805 Witsieshoek 9870  Tel No : 076 538 1722 Email: pjhcc@lantic.net	SUPPLY CHAIN MANAGEMENT UNIT  Mr T.M. Thoabala  Maluti-a-Phofung Local Municipality Private Bag X805 Witsieshoek 9870  Tel No: 058 718 3863 / 058 718 3871 Email: thabisot@map.fs.gov.za lebohangs@map.fs.gov.za

**NAME OF BIDDER (BIDDING ENTITY):** .....

.....

**BID AMOUNT INCL VAT:** .....

**CSD NUMBER:** .....

**NOTE: NOT BID WILL BE CONSIDERED FORM PERSONS INTHE SERVICE OF THE STATE**



## LIST OF PROJECT DOCUMENTS

### The Tender Documents for this Contract comprise the following:

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

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

CESA, PO Box 68482, Bryanston, 2021. Tel: 011 463 2022 Fax: 011 463 7383, Email: [general@cesa.co.za](mailto:general@cesa.co.za)

SAICE, Private Bag X200, Halfway House, 1685. Tel: 011 805 5947/8, Email: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za)

SAFCEC

South African Bureau of Standards

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MALUTI-A-PHOFUNG LOCAL MUNICIPALITY  
APPOINTMENT OF A SERVICE PROVIDER CONSTRUCTION OF  
FOOTBRIDGES IN MONONTSA: BID NO: SCM/BID11/2023/2024



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Section T1.2 Tender data	
Section T1.2 Standard conditions of tender	Pink
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<b>PORTION 2: CONTRACT</b>	
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Section C1.3 Form of Guarantee	White
Section C1.4 Guarantee (Cash Deposit)	White
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Part C4 Site Information	Green
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<b>APPENDICES:</b>	
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END OF SECTION



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

**MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**  
**APPOINTMENT OF A SERVICE PROVIDER CONSTRUCTION OF**  
**FOOTBRIDGES IN MONONTSA: BID NO: SCM/BID11/2023/2024**



**CHECKLIST**

To be completed by all Tenderers.

DESCRIPTION	OUTCOME IF NOT COMPLIED WITH	PLEASE TICK
A tax compliance verification pin on a SARS letterhead - Part T2 Section T2.1	No contract shall be awarded upon failure to submit a tax compliance verification pin on a SARS letterhead certifying that the taxes of that person to be in order or that suitable arrangements have been made with SARS	<input type="checkbox"/>
Copy of VAT Registration Certificate - Part T2 Section T2.	No contract shall be awarded upon failure to submit a VAT Registration Number. Only required if VAT Registration number is not indicated on Tax Clearance Certificate	<input type="checkbox"/>
Copy of Certificate of Incorporation (if tenderer is a Company) - Part T2 Section T2.1	Non-responsive, tender eliminated	<input type="checkbox"/>
Copy of Founding Statement (if tenderer is a Closed Corporation) - Part T2 Section T2.1	Non-responsive, tender eliminated	<input type="checkbox"/>
Copy of Partnership Agreement (if tenderer is a Partnership) - Part T2 Section T2.1	Non-responsive, tender eliminated	<input type="checkbox"/>
Certified copy of Identity Document (if tenderer is a One-man concern) - Part T2 Section T2.1	Non-responsive, tender eliminated	<input type="checkbox"/>
Joint Venture Agreement (if the tenderer is a joint venture) - Part T2 Section T2.1	Non-responsive, tender eliminated	<input type="checkbox"/>
The CIDB certificate of contractor's registration, Part T2 Section T2.1	Non-responsive, tender eliminated	<input type="checkbox"/>
Bank Details (completed in full) – Part T2 Section T2.1 & T2.2	Non-responsive, tender eliminated	<input type="checkbox"/>
Form of Offer - Part C1.1	Non-responsive, tender eliminated	<input type="checkbox"/>
Schedule of Quantities (All items in black ink) - Section C2.2	Refer to pricing Instructions	<input type="checkbox"/>
Calculation of Tender Sum - Section C2.3	Refer to pricing Instructions	<input type="checkbox"/>
Works Previously Executed - Section T2.2.6	Regarded as tender with no experience	<input type="checkbox"/>
Present Commitments - Section T2.2.7	Regarded as tender with no experience	<input type="checkbox"/>
Supervisory Personnel - Section T2.2.13	No designated personnel, possible experience risk	<input type="checkbox"/>
Labour Utilisation - Section T2.2.14	Regarded as tenderer with limited experience and understanding of contract scope	<input type="checkbox"/>
Compliance with OHSA (Act 85 of 1993) -Section T2.1 & T2.2	Regarded as a tenderer with limited ability and available resources to comply with the OHSA act	<input type="checkbox"/>
Plant and Equipment - Section T2.2.16	Regarded as tenderer with limited experience and understanding of contract scope	<input type="checkbox"/>
Subcontractors & Emerging Subcontractors -Section T2.2.17	All work to be carried out by main Contractor or joint entity	<input type="checkbox"/>
Authority of Signatory & Certified Resolution - Section T2.2.5	Non-responsive, tender eliminated	<input type="checkbox"/>
B-BBEE Level – SectionT2.2.18	Tenderer not tendering for PPPFA points	<input type="checkbox"/>
Declaration in terms of the Municipal Finance Management Act - Section T2.2.	Non-responsive, tender eliminated	<input type="checkbox"/>
Declaration of Interest - Section T2.1	Non-responsive, tender eliminated	<input type="checkbox"/>
Property Rates Clearance: Copy of latest Municipal account / lease agreement – Part T2.1	No contract shall be awarded upon failure to provide the required. information	<input type="checkbox"/>

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

MALUTI-A-PHOFUNG LOCAL MUNICIPALITY  
APPOINTMENT OF A SERVICE PROVIDER CONSTRUCTION OF  
FOOTBRIDGES IN MONONTSA: BID NO: SCM/BID11/2023/2024



Reason for non-compliance:

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Contact Details:

Office Phone No. \_\_\_\_\_

Office Fax No. \_\_\_\_\_

Office Email. \_\_\_\_\_

Cell Phone No. \_\_\_\_\_

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SIGNED ON BEHALF OF TENDERER

DATE:

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



# VOLUME 1: CONTRACT DOCUMENT

## PORTION 1: TENDER

### Part T1

### Tendering Procedures

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## TENDERING PROCEDURES

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END OF SECTION



Contractor



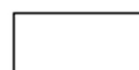
Witness 1



Witness 2



Employer



Witness 1



Witness 2



## Section T1.1

### Tender Notice and Invitation to Tender

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MALUTI-A-PHOFUNG LOCAL MUNICIPALITY  
APPOINTMENT OF A SERVICE PROVIDER CONSTRUCTION OF  
FOOTBRIDGES IN MONONTSHA: BID NO: SCM/BID11/2023/2024



NOTICE NUMBER: 16/2023  
BID NO SCM/BID11/2023/24

**APPOINTMENT OF A SERVICE PROVIDER: CONSTRUCTION OF  
FOOTBRIGES IN MONONTSHA**

Maluti-a-Phofung Municipality hereby invites Bids for Construction of footbridges in Monontsha

**Requirements:**

- Bidders must submit Copy of Company Registration Certificate (CRC) Reflecting Active Members (Except for Sole Traders and Partnership).
- Bidders must be registered with Central Supplier Database (CSD), CSD number must be provided.
- Bidders are required submit their unique personal identification Number (Pin) issued by SARS to enable the Municipality to view the taxpayer's profile and tax Status
- In Bids where consortia/ joint ventures/ sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) Certificate/Pin/CSD Number
- company registration certificate reflecting active members (Except for some traders and partnerships) must be attached.
- All supplementary forms including municipal rates and taxes clearance certificate form contained in the bid documents must be completed in full or (submit a proof that the municipal rates and taxes are not in arrears for more than three months)
- CIDB Grading 4 CE or Alternatively 3 CE PE
- Copy of Company Profile must be attached
- In Bids where consortia/ joint ventures/ sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) Certificate/Pin/CSD Number.

Sealed Bids should clearly indicate: **Description of the Project and Reference  
of the Bid number APPOINTMENT OF A SERVICE PROVIDER:  
CONSTRUCTION OF FOOTBRIGES IN MONONTSHA  
SCM/BID 11/2023/24**

Closing date: **23 NOVEMBER 2023**

Compulsory Site Briefing: 10<sup>th</sup> November 2023 @ 10H00.  
Venue: Maluti-A-Phofung Municipality (Municipal  
Infrastructure Department)

Bid Box: Bid Box No. "A"  
Maluti-a-Phofung Municipality  
Setsing Business Centre  
C/O Moremoholo & Motlounng streets  
Phuthaditjhaba

Supply chain enquiries: (058) 718 3863/ (058) 718 3871 - [thabisot@map.fs.gov.za](mailto:thabisot@map.fs.gov.za)

[lebohanga@map.fs.gov.za](mailto:lebohanga@map.fs.gov.za)

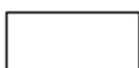
Technical Enquiries: Mr. H. W. UNGERER @ 076 538 1722- [pjhcc@lantic.n](mailto:pjhcc@lantic.n)



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

MALUTI-A-PHOFUNG LOCAL MUNICIPALITY  
APPOINTMENT OF A SERVICE PROVIDER CONSTRUCTION OF  
FOOTBRIDGES IN MONONTSA: BID NO: SCM/BID11/2023/2024



Please note:

1. **No bids will be accepted from persons in the service of the state.**
2. Bid documents will be obtainable as from Tuesday **07 November 2023** after **10h00 am** from the cashiers point , Phuthaditjhaba offices upon payment of a ..... non-refundable fee (cash or bank guaranteed in favor of Maluti-a-Phofung Municipality) or can be downloaded on E-tender portal.
3. No telegraphic, telefaxes and late Bids will be accepted.
4. Municipality is not bound to accept the lowest Bid.
5. Municipality reserve the right not to award the bid.
6. Municipal Supply Chain Management Policy and Preferential Procurement Policy Framework Act No 5 of 2000 (80/20 preferential points allocation system in line with revised Procurement Regulations of 2023 by using the balance scorecard methodology) will be applied
7. Empowerment goals as per the Municipality Preferential Procurement Policy will be allocated as follows:

- **Empowerment goal as per the Municipal Preferential Procurement Policy will be allocate as follows :**

❖ **Location based (Office Municipal Rates Statement, Lease Agreement and Affidavit for Rural Entities**

- Within Maluti-A-Phofung **04 points**
- Within Thabo Mofutsanyana District **03 points**
- With Free State Province **02 points**
- Outside Free State Province **01 points**

❖ **Gender (Woman owned Enterprises) Company Registration Documents and Identification **04 Points****

❖ **Historically Disadvantaged Persons (Any Person who had no Franchise in National elections Prior to the Introduction of the Constitution of Republic of South Africa and Discriminated on a Basis of Disability) Company Registration Documents, Identification and Doctors Report or a Complete EEA1 Form by Medical Doctors Confirmation Impairments **04 Points****

❖ **Rural Based Businesses (Enterprise Located and Operated by Persons from Rural Areas) Company Registration Documents and Proof of Location Provided by Municipality **04 Points****

❖ **Youth Enterprises ( Enterprise Owned by Persons Younger than 35 years) Company Registration Documents and Identification Documents **04 Points****

8. Only one submission for this bid will be considered from the bidder.
9. Failure to comply with the above mentioned conditions may invalidate your bid.
10. Should you not receive any correspondence from us within 120 days, regard your bid as unsuccessful.
11. Communication will be limited to the successful bidder.

H.A GOLIATH  
ACTING MUNICIPAL MANAGER



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

**MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**  
**APPOINTMENT OF A SERVICE PROVIDER CONSTRUCTION OF**  
**FOOTBRIDGES IN MONONTSA: BID NO: SCM/BID11/2023/2024**



**PART A: INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MALUTI-A-PHOFUNG LOCAL MUNICIPALITY</b>					
BID NUMBER:	SCM/BID11/2023/2024	CLOSING DATE:	23 November 2023	CLOSING TIME:	10:00
DESCRIPTION					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Maluti-a-Phofung Local Municipality					
Setsing Business Centre, C/O Moremoholo & Motlounge Streets					
Phuthaditjhaba, 9866					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr T.M. THOABALA		CONTACT PERSON	Mr H.W. UNGERER	
TELEPHONE NUMBER	058 718 3863		TELEPHONE NUMBER	076 538 1722	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	thabosit@map.fs.gov.za		E-MAIL ADDRESS	pjhcc@lantic.net	
<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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <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>					
1.1.1.1 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]		1.1.1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PART B

TERMS AND CONDITIONS FOR BIDDING

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

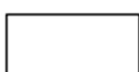
DATE: .....



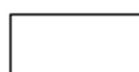
Contractor



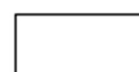
Witness 1



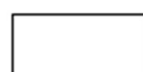
Witness 2



Employer



Witness 1



Witness 2





**Section T1.2**

**Tender Data**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MALUTI-A-PHOFUNG LOCAL MUNICIPALITY  
APPOINTMENT OF A SERVICE PROVIDER CONSTRUCTION OF  
FOOTBRIDGES IN MONONTSA: BID NO: SCM/BID11/2023/2024



The Conditions of Tender are the Standard Conditions of Tender as published in Annex F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015. A copy is attached directly after this section.

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

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

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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

MALUTI-A-PHOFUNG LOCAL MUNICIPALITY  
APPOINTMENT OF A SERVICE PROVIDER CONSTRUCTION OF  
FOOTBRIDGES IN MONONTSA: BID NO: SCM/BID11/2023/2024



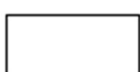
Clause		Addition or Variation to Standard Conditions of Tender
F.1.3.2	Interpretation	The Standard Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules, which are required for tender evaluation purposes, shall form part of the Contract arising from the invitation to tender.
F.1.4		<p>The Employer's agent is (also referred to as the Engineer):</p> <p>Proper Consulting Engineers (Pty) Ltd</p> <p>PO Box 26415</p> <p>LANGENHOVENPARK</p> <p>9330</p> <p>Tel No: 051 – 451 1721</p> <p>E-mail: francois@propercon.co.za, alternatively paul@propercon.co.za</p> <p>Contact person: Mr. F Saayman, alternatively Mr. P Mei</p>
2.1	Eligibility	<p>Only those tenderers who are registered with the CIDB, prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a CE class of construction work are eligible to have their tenders evaluated. For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer requires the tenderer to have a 3 CE PE/ 4 CE or higher CIDB rating.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> <li>(a) Every member of the joint venture is registered with the CIDB.</li> <li>(b) the lead partner has a contractor grading designation of 3 CE PE/ 4 CE or higher; and</li> <li>(c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is one category higher than a contractor grading designation determined in accordance with the sum tendered for a CE class of construction work.</li> </ul> <p>Regulations is equal to or higher than a contractor designation determined in accordance with the sum tendered for a 6CE class of construction work, is eligible to submit tenders.</p> <p>Only those tenderers who can demonstrate that they will have in their employ, management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies</p>



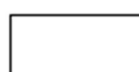
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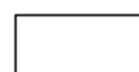
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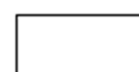
Witness 2



Employer



Witness 1



Witness 2

MALUTI-A-PHOFUNG LOCAL MUNICIPALITY  
APPOINTMENT OF A SERVICE PROVIDER CONSTRUCTION OF  
FOOTBRIDGES IN MONONTSA: BID NO: SCM/BID11/2023/2024



Clause		Addition or Variation to Standard Conditions of Tender
		for supervisory and management staff during the validity of the contract are eligible to submit tenders.
		The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed of the works members satisfy the eligibility requirements . This is also the applicable to sub-contractor being used on the project
2.2	Cost of Tendering	<p>Add the following to the clause:</p> <p>A non-refundable fee (cash or bank guaranteed in favor of Maluti-A-Phofung) of R 300.00 is payable in cash on collection of the tender documents.</p> <p>Accept that the employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer or the employer's agent (if required).</p>
2.5	Reference Documents	<p>Add the following to the clause:</p> <p>A non-refundable Bid deposit of R 300.00 payable in cash or by bank guaranteed cheque made out in favour of the Maluti-A-Phofung , is required on collection of the Bid document.</p> <p>Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer or the employer's agent (if required).</p>
2.7	Site Visit and clarification meeting	<p>A compulsory clarification meeting and site visit will be held as follows:</p> <p>Refer to Tender Notice and Invitation to tender in Part T1.1 of the document.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to, and tenders will be received only from those tendering entities appearing on the attendance list.</p> <p>Detail relating to the collection of tender documents is indicated in the Tender Notice and Invitation to Tender (Section T1.1 of the document)</p>
2.8	Seek clarification	<p>Replace the contents of the clause with the following:</p> <p>Request clarification of the tender documents, if necessary, by notifying the Employer's agent, as indicated below, at least ten working days before the closing date and time stated in clause 2.15.1.</p> <p>Tel: 051 – 451 1721</p>



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FOOTBRIDGES IN MONONTSA: BID NO: SCM/BID11/2023/2024



Clause		Addition or Variation to Standard Conditions of Tender
		E-mail: francois@propercon.co.za, alternatively paul@propercon.co.za  Contact person: Mr. F Saayman, alternatively Mr. P Mei
2.10.5		Add the following new clause:  A digital copy of the bill of quantities can be requested from the Employer's agent, as indicated in clause 2.8.
2.11	Alterations to document	Add the following to the clause:  To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.  <u>No correction fluid may be used</u> in a Price Schedule where prices are calculated to arrive at a total amount. If correction fluid has been used, the tender as a whole will not be considered.  The Municipality will reject the bid if corrections are not made in accordance with the above.

2.12.1		Add the following to the clause:  All alternative tender offers shall be referred to in Section T2.2.1 – Alterations to Tender.
2.12.2		Should the tenderer wish to offer alternative designs and/or construction materials, he shall include with this tender with full details thereof, including a complete bill of quantities, formal design calculations, and full details of all alternative components proposed to be included in the Works. Refer also to the Contract Data in this regard.  Failure to properly comply with this clause, thereby preventing the Employer and/or the Employer's agent to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration.  No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.
2.13.1	Submitting of a Tender Offer	Add the following to the clause:  No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.



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Clause		Addition or Variation to Standard Conditions of Tender
2.13.2		<p>Add the following to the clause:</p> <p>In line 1 after the word “all returnable documents”, add, “and return all volumes of the tender document”.</p> <p>In line 2 after the word “non-erasable”, insert, “black ink”.</p> <p>All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.</p>
2.13.3		No additional copies of the tender offer are required.
2.13.4		<p>Add the following to the clause:</p> <p>Only authorised signatories may sign the original and all copies of the tender offer where required in terms of 2.13.3.</p> <p>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</p> <p>In case of a COMPANY submitting a tender, include a copy of a <u>resolution by its board of directors</u> authorising a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a CLOSE CORPORATION submitting a tender, include a copy of a <u>resolution by its members</u> authorising a member or other official of the corporation to sign the documents on each member’s behalf.</p> <p>In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <u>proof of such authorisation</u> shall be included in the Tender.</p> <p>In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include a <u>resolution</u> of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”</p> <p>In cases where the Tenderer has not submitted proof of authorisation with the Tender, the Employer reserves the right to, at any time after the closure of the Tender, but before the award of the Tender, request the Tenderer to provide proof of authorisation within 7 (seven) calendar days from date of notification.</p> <p><u>Accept that failure to submit proof of authorisation to sign the tender, shall result in a Tender Offer being regarded as non-responsive.</u></p>



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MALUTI-A-PHOFUNG LOCAL MUNICIPALITY  
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FOOTBRIDGES IN MONONTSA: BID NO: SCM/BID11/2023/2024



Clause		Addition or Variation to Standard Conditions of Tender
2.13.5		<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Tender box location : MALUTI-A-PHOFUNG LOCAL MUNICIPALITY</p> <p>Physical address : Setsing Business Centre C / O Moremoholo &amp; Motloung Streets Phuthaditjhaba 9866</p> <p>Identification details: <b>BID NO. SCM/BID11/2023/2024: APPOINTMENT OF A SERVICE PROVIDER: CONSTRUCTION OF FOOTBRIDGES IN MONONTSA</b></p> <p>The name and address of the tenderer shall be entered on the back of the envelope.</p>
2.13.6		A two-envelope procedure will <u>not</u> be followed.
2.13.10		<p>Add the following new clause:</p> <p>Accept that all conditions, which are printed or written upon any stationary used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</p>
2.14	Information and data to be completed in all respects	<p>Add the following to the clause:</p> <p>The tenderer is required to enter information in the following sections of the document:</p> <p>VOLUME 1 : CHECKLIST</p> <p>Section T2.2 : Returnable Schedules</p> <p>Section C1.1 : Forms of Offer and Acceptance</p> <p>Section C1.2 : Contract Data (Part 2)</p> <p>Section C2.2 : Bill of Quantities</p> <p>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</p> <p>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</p> <p>The Tenderer is required to submit the documents requested in the Returnable Documents listed in clause 2.23 and in the minimum requirements listed in the Tender Advert under Section T1.1.</p>



Contractor



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Witness 2



Employer



Witness 1



Witness 2



Clause		Addition or Variation to Standard Conditions of Tender
		<p>The Schedule of Deviations (Section C1.1) (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p> <p><b>Accept that the Employer shall in the evaluation of tender offers take due account of the tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the works successfully within the contract period. Satisfy the Employer and the Employer's agent as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in Part T2 of contracts of a similar nature and magnitude which they have successfully executed in the past.</b></p> <p>Accept that the Employer is restricted in accordance with the Construction Regulations, 2014, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely and with satisfactory quality.</p>
2.15.1	Closing time	<p>The closing time and location for the submission of tender offers are:</p> <p>Date: 23 November 2023</p> <p>Time: 10h00</p> <p>Location: Bid Box "A"          Maluti-a-Phofung Municipality (Municipal Infrastructure Department)          Setsing Business Centre, C/O Moremoholo &amp; Motloun streets          Phuthaditjhaba</p>
2.16.1	Tender Offer validity	The tender offer validity period is 90 days
2.16.1		<p>Add the following to the clause:</p> <p>If the tender validity expires on a Saturday, Sunday or public holiday, the tender offer shall remain valid and open for acceptance until the closure of business on the following working day.</p>



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

MALUTI-A-PHOFUNG LOCAL MUNICIPALITY  
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FOOTBRIDGES IN MONONTSA: BID NO: SCM/BID11/2023/2024



Clause		Addition or Variation to Standard Conditions of Tender
2.16.3		<p>Add the following to the clause:</p> <p>Accept that should the Tenderer unilaterally withdraw his tender during this period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favorable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on withdrawn (as corrected in terms of Clause 3.9 of the Conditions of Tender) and any less favorable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.</p>
2.17.1	Clarification of Tender Offer after submission	<p>Add the following to the clause:</p> <p>Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors or re-balancing of imbalanced rates, by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.</p>
2.17.2		<p>Add the following to the clause:</p> <p>Accept that the Employer may, at its sole discretion, accept a less favorable tender from those already received or invite fresh tenders if a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:</p> <ul style="list-style-type: none"> <li>a) withdraws his tender.</li> <li>b) gives notice of his inability to execute the contract in terms of his tender; or</li> <li>c) fails to comply with a request made in terms of F.2.17 or F.2.18.1,</li> </ul> <p>in which case such tenderer shall be automatically barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.</p>



Contractor



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Witness 2



Employer



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Clause		Addition or Variation to Standard Conditions of Tender
2.18.1		<p>Add the following to the clause:</p> <p>Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1) (d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.</p> <p>Accept that the Employer or his agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining whether required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.</p> <p>The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</p>
2.19	Inspections, tests and analysis	The Tenderer must provide access during working hours to his premises for inspections on request.
2.20		<p>Add the following to the clause:</p> <p>Accept that the employer, or the employer's agent, reserves the right to approach the tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this contract, with a view to ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the tenderer or of the individual member of such venture.</p>
2.22		Return all retained tender documents prior to the closing time for the submission of Tender Offers.



Contractor



Witness 1



Witness 2



Employer



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MALUTI-A-PHOFUNG LOCAL MUNICIPALITY  
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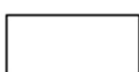
Clause		Addition or Variation to Standard Conditions of Tender	
2.23		The following certificates / information are to be provided with the tender offer:	
		T2.1 : 1	Letter of Good Standing
		T2.1 : 2	Authority of Signatory
		T2.1 : 3	Valid Tax Clearance Certificate ( <i>Pin Confirmation Letter</i> )
		T2.1 : 4	Certified copy of VAT Registration Certificate ( <i>If VAT Registration number is not indicated on Tax Clearance Certificate</i> )
		T2.1 : 5	Proof of Registration with Central Supplier Database ( <i>CSD Registration Summary Report</i> )
		T2.1 : 6	Certified copy of Certificate of Incorporation ( <i>if tenderer is a Company</i> )
		T2.1 : 7	Certified copy of Founding Statement ( <i>if tenderer is a Closed Corporation</i> )
		T2.1 : 8	Certified copy of Partnership Agreement ( <i>if tenderer is a Partnership</i> )
		T2.1 : 9	Certified copy of Identity Document ( <i>if tenderer is a One-man concern</i> )
		T2.1 : 10	Joint venture agreement ( <i>if the tenderer is a joint venture</i> )
		T2.1 : 11	Contractor Registration Certificate issued by the CIDB
		T2.1 : 12	Copy of Municipal Services account of the directors of the company AND that of the company ( <i>not older than 3 months</i> ), or lease agreement in respect of rentals or Tribal Authority letter of proof of residence ( <i>where the business operates</i> ).
		T2.1 : 13	Certificate of Tenderer's Certified B-BBEE Status Level ( <i>In the event of a JV, a consolidated B-BBBEE Certificate is required</i> )
		T2.1 : 14	Original bank rating certificate
		T2.1 : 15	Certified copies of CV's of all supervisory and safety personnel
		T2.1 : 16	Completion Certificates for contracts of works of a similar nature successfully completed
		T2.1 : 17	Construction Schedule ( <i>First Program</i> )
T2.1 : 18	Three sets of Audited Annual Financial Statements		
2.24	Canvassing and obtaining of additional information by tenderers	Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer's agent respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.	



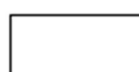
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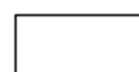
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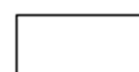
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Employer



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MALUTI-A-PHOFUNG LOCAL MUNICIPALITY  
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Clause		Addition or Variation to Standard Conditions of Tender
2.26	Awards to close family members of person in the service of the state.	<p>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R 2 000.00 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause 2.25), or has been in the service of the state in the previous twelve months, including.</p> <p>a) the name of that person.</p> <p>b) the capacity in which that person is in the service of the state; and</p> <p>c) the amount of the award.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in Section T2.2.4 must be completed."</p>
2.28	Tax compliance pin	<p>"Submission of a tax compliance verification pin on a SARS letterhead is compulsory."</p> <p>"Bidders should note, that in accordance with legislation, no contract may be awarded to a/an person/entity who has failed to submit a Tax Compliance Verification Pin on a SARS letterhead from the South African revenue Service (SARS)</p>
3.1	Respond to clarification	<p>Replace the contents of the clause with the following:</p> <p>Respond to a request for clarification received up to ten working days before the Tender closing time stated in the Tender data and notify all Tenderers who drew procurement documents.</p>
3.4	Opening of tender submissions	<p>The time and location for opening of the tender offers is:</p> <p>Date: 23 November 2023</p> <p>Time: 10H00</p> <p>Location: Maluti-A-Phofung Municipality (Municipal Infrastructure Department) Setsing Business Centre C/O Moremoholo &amp; Motlounge streets Phuthaditjhaba</p>



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Clause		Addition or Variation to Standard Conditions of Tender
3.5		A two-envelope procedure will not be followed.
3.8.3		Add the following Sub-clause to Clause 3.8:  The functionality will be scored according to the following criteria:

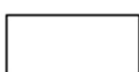
Criteria	Evaluation Indicators	Achievable Scores	Weight
<b>Key Performance Experience</b>  CV's and certified qualifications for each team member <ul style="list-style-type: none"> <li>Contracts Manager</li> <li>Site Agent</li> <li>Foreman</li> </ul>	Contracts Manager: NQF & Qualification (BSC/BTech Civil Engineering with minimum 5 years' experience registered with Voluntary organisation  Site Agent: NQF 5 Qualification (S4) with minimum 5 years' experience	Contracts Manager = 10 Points  Experience 5 Points  Site Agent 10 Points  Experience 5 Points  Qualifications less the NQF 7 = Zero  Experience less than 5 years =Zero	30
<b>Company Experience</b>  Experience of the company in completing similar projects in the past 10 years	Civil Projects  0-2 Projects = 10 points 3-4 Projects = 20 points 5 and more = 30 points  <i>Copies of Completion Certificates from 1 November 2013. with traceable references to be attached as proof</i>	Civil Projects = 30 points  <i>Copies of Completion Certificates from 1 November 2013. with traceable references to be attached as proof</i>	30
Criteria	Evaluation Indicators	Achievable Scores	Weight
<b>Methodology</b>  The method statement should explain how your company will complete the work: Civil Projects	The methodology should outline how the system will be implemented and service will be provided. Furthermore, it should explain the quality management process that will be put in place to ensure a quality job. No Methodology = Zero Points	Civil Works Methodology = 10 Points	10



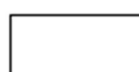
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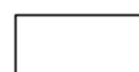
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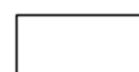
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Criteria	Evaluation Indicators	Achievable Scores	Weight
<b>Financial Capability</b>  Bank Coding and Construction Guarantee	Tender must provide a current bank rating certificate form their bank institution and attached it to the applicable returnable schedule and should not be older and three (3) months.  Can provide and construction guarantee to the value of R 5 million or more (Letter of Intent form Accredited Institution)	Bank Rating  D Bank Rating = 2 C Bank Rating = 5 B Bank Rating = 7 A Bank Rating = 10  Construction Guarantee = 10  No Rating = Zero Pints	10
<b>Skills Transfer Plan</b>  The skills transfer plan should identify particular skills required to construct concrete structures and civil works	The skills Transfer plans should outline how the contractor will capacitate the Municipality Officials as well as local sub-contractors.  No plan = Zero Points	Structural Concrete and Civil Works = 5 Points	5
<b>Office Facility</b>  Fully Operational office (attach proof of address)	Tender to provide the lease agreement and/or rates and taxes that are not in arrears for three months. No proof = Zero Points	Site Agent – Years of Experience in construction of similar works	15
<b>TOTAL POINTS</b>		<b>100</b>	

Clause		Addition or Variation to Standard Conditions of Tender
3.9.1		(a) applies and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line-item total shall be corrected. (b) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the corrected total of the prices shall govern. (c) Where there is a discrepancy between the amount indicated in the Tenderer's tender offer and the corrected amount obtained after completing the above steps, the corrected amount shall govern."
3.11	Evaluation of tenders	Up to 20 tender evaluation points may be awarded to tenderers for suitable B-BBEE certification of Status Level of contributor and who are found to be eligible for the preference claimed.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



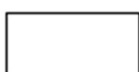
Clause		Addition or Variation to Standard Conditions of Tender
3.11.1		<p>Add the following to the clause:</p> <p>Only tenders that pass the eligibility criteria shall be evaluated. Evaluation shall be done in terms of Method 2.</p> <p>In the case of a functionality, price and preference:</p> <ol style="list-style-type: none"> <li>(1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.</li> <li>(2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.</li> <li>(3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed below.</li> </ol> <p>The financial offer will be scored using:</p> <ul style="list-style-type: none"> <li>– 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000.00 or</li> <li>– 80 where the financial value inclusive of VAT of one or more responsive tenders received have a value that equals or is less than R 50 000 000.00.</li> </ul> <p>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million</p> <p>The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):</p> $Ps=80(1-((Pt-Pmin)/Pmin))$ <p>Where</p> <p>Ps = Points scored for comparative price of tender or offer under consideration.</p> <p>Pt = Comparative price of tender or offer under consideration; and</p> <p>Pmin = Comparative price of lowest acceptable tender or offer.</p>



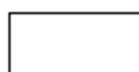
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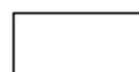
Witness 1



Witness 2



Employer



Witness 1



Witness 2



Clause		Addition or Variation to Standard Conditions of Tender																														
		<p>Department of Trade and Industry on 23 September 2011 under Government Gazette 34612;</p> <p>(iii) Affidavit and</p> <p>(d) The date of issue of the certificate must be less than 12 (twelve) months prior to the advertised tender closing date (see clause 2.15); and</p> <p>(e) Compliance with any other information requested to be attached to the relevant page of the Returnable Documents; and</p>																														
3.11.8		<p><b>Scoring preference</b></p> <p>The tenderer is required to submit a B-BBEE Verification Certificate in accordance with promulgation in Government Gazette 38766 of 6 May 2015 and in accordance with promulgation in Gazette 39703 on 17 February 2016 and the Preferential Procurement Regulations of 2017 as promulgated in Government Gazette 40553 on 20 January 2017 (see relevant form in Returnable Schedules). See also <a href="http://www.sanas.co.za">www.sanas.co.za</a> for details of accredited Verification Agencies.</p> <p>Points awarded will be according to the tenderer's B-BBEE status level of contribution and is summarized in the table below.</p> <table border="1"> <thead> <tr> <th>Status Level of contributor</th><th>Preference Points based on scorecard for Financial Value up to R 50 000 000.00</th><th>Preference Points based on scorecard for Financial Value exceeding R 50 000 000.00</th></tr> </thead> <tbody> <tr><td>1</td><td>20</td><td>10</td></tr> <tr><td>2</td><td>18</td><td>9</td></tr> <tr><td>3</td><td>14</td><td>6</td></tr> <tr><td>4</td><td>12</td><td>5</td></tr> <tr><td>5</td><td>8</td><td>4</td></tr> <tr><td>6</td><td>6</td><td>3</td></tr> <tr><td>7</td><td>4</td><td>2</td></tr> <tr><td>8</td><td>2</td><td>1</td></tr> <tr><td>Non-compliant Contributor</td><td>0</td><td>0</td></tr> </tbody> </table>	Status Level of contributor	Preference Points based on scorecard for Financial Value up to R 50 000 000.00	Preference Points based on scorecard for Financial Value exceeding R 50 000 000.00	1	20	10	2	18	9	3	14	6	4	12	5	5	8	4	6	6	3	7	4	2	8	2	1	Non-compliant Contributor	0	0
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2	18	9																														
3	14	6																														
4	12	5																														
5	8	4																														
6	6	3																														
7	4	2																														
8	2	1																														
Non-compliant Contributor	0	0																														



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

MALUTI-A-PHOFUNG LOCAL MUNICIPALITY  
APPOINTMENT OF A SERVICE PROVIDER CONSTRUCTION OF  
FOOTBRIDGES IN MONONTSA: BID NO: SCM/BID11/2023/2024



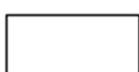
Clause		Addition or Variation to Standard Conditions of Tender
		<p>(f) If a tenderer has failed to submit an acceptable Verification Certificate, a period of 24 hours will be granted to re-submit a valid Verification Certificate; and</p> <p>(g) Failure to submit any valid Verification Certificate will result in the award of 0 (zero) points for preference; and</p> <p>In the event of a Joint Venture (JV), a <u>consolidated</u> B-BBEE Verification Certificate in the name of the JV shall be submitted.</p> <p>If the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, 0 (zero) points for preference shall be awarded, unless the intended subcontractor is an EME that has the capability to execute the subcontract.</p>
3.12	Insurance provided by the employer	<p>Replace the contents of the clause with the following:</p> <p>If requested by any Tenderer, submit for the Tenderer's information the policies or certificates of insurance (or both), which the conditions of contract identified in the Contract Data require the Employer to provide.</p>
3.13.1	Acceptance of Tender Offer	A tender offer will only be accepted on condition that such acceptance is not prohibited in terms of clause 44 of the Municipal Supply Chain Management Regulations published in terms of the Municipal Finance Management Act, 2003.
3.14		<p>Replace the contents of the clause with the following:</p> <p>Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Employer.</p>
3.18	Copies of Contract	<p>The successful tenderer shall receive one copy of the signed contract.</p> <p>The additional conditions of Tender are:</p> <p>1 Maluti-A-Phofung Local Municipality may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out project.</p> <p>2 The Maluti-A-Phofung Local Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.</p>



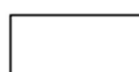
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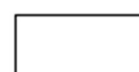
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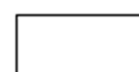
Witness 2



Employer



Witness 1



Witness 2



Clause		Addition or Variation to Standard Conditions of Tender																				
		<p>3 The Maluti-a-Phofung Local Municipality reserves the right to appoint a different Service Provider for each project. The Tenderer shall be required to complete the form of offer (C1.1) and the Bill of Quantities (C2.2) for each project.</p> <p>4 The bid document shall be submitted as a whole and shall not be taken apart.</p> <p>5 List of returnable documents (PART T2) must be completed in full. (A bidder's company profile will not be used by the Maluti-a-Phofung Local Municipality to complete PART T2 on behalf of the bidder)</p> <p>6. Schedule of Labour Content: The minimum Labour Content for this Project shall be 30% calculated as the amount spend on labour wage divided by the total value of the project. The minimum job creation targets on the project shall be:</p> <table><tr><td></td><td>Total</td><td>Women</td><td>Youth</td><td>Disabl</td></tr><tr><td>Work Opportunities</td><td></td><td></td><td></td><td></td></tr><tr><td>Person Days</td><td></td><td></td><td></td><td></td></tr><tr><td>Training Days</td><td></td><td></td><td></td><td></td></tr></table> <p>NB: If PART 2 is not completed in full by the bidder, this offer will be rejected.</p>		Total	Women	Youth	Disabl	Work Opportunities					Person Days					Training Days				
	Total	Women	Youth	Disabl																		
Work Opportunities																						
Person Days																						
Training Days																						
4.3.3		<p>LEGAL PROVISIONS</p> <p>The current Ministerial Determination (also downloadable at <a href="http://www.epwp.gov.za">www.epwp.gov.za</a>), Expanded Public Works Programs, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p>																				
6.10.1 1		<p>The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.</p>																				

## END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## Section T1.2

### Tender Data

## Annexure F: Standard Conditions of Tender

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



# Section T1.2

## Standard Conditions of Tender

Contractor

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Employer

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## STANDARD CONDITIONS OF TENDER INDEX

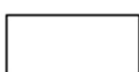
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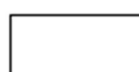
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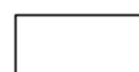
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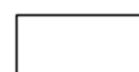
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Employer



Witness 1



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MALUTI-A-PHOFUNG LOCAL MUNICIPALITY  
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Witness 2



## STANDARD CONDITIONS OF TENDER

### 1. GENERAL

#### 1.1 Actions

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

#### 1.2 Tender documents

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

#### 1.3 Interpretation

- 1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of the conditions of tender.
- 1.3.2 The conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.
- 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 tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered 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 tender process; and
  - c) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

#### 1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copies 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 tenderer. The name and contact details of the employer's agent are stated in the tender data.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



## **1.5 The Employer's right to accept or reject any tender offer.**

- 1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but shall give reasons for such action.
- 1.5.2 After the cancellation of a tender process or the rejection of all tender offers the employer may abandon the proposed procurement and re-issue a similar tender notice and invitation to tender not less than six months after the closing date for tender offers or have it performed in another manner at any time.

## **2 TENDERER'S OBLIGATIONS**

### **2.1 Eligibility**

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

### **2.2 Cost of tendering**

Accept that 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 comply with requirements.

### **2.3 Check documents**

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

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

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

### **2.5 Reference documents**

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

### **2.6 Acknowledge addenda.**

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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



## **2.7 Site visit and clarification meeting**

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

## **2.8 Seek clarification.**

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

## **2.9 Insurance**

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

## **2.10 Pricing the tender offer**

- 2.10.1 Include in the rates, prices and the tendered total of the prices (if any) all duties, taxes (except value-added tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
- 2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- 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.
- 2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

## **2.11 Alterations to documents**

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

## **2.12 Alternative tender offers**

- 2.12.1 Submit alternative tender offers only if main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.
- 2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



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

- 2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data, unless stated otherwise in the tender data.
- 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.
- 2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- 2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- 2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- 2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

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

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

## **2.15 Closing time**

- 2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.
- 2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the conditions of tender apply equally to the extended data.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



## **2.16 Tender offer validity**

- 2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- 2.16.2 If requested by the employer, consider extending the validity period stated in the tender date for an agreed additional period.

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

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

## **2.18 Provide other material.**

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

## **2.19 Inspections, test and analysis**

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

## **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.

## **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.

## **2.22 Return of other tender documents**

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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



## 2.23 Certificates

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

## 3 EMPLOYER'S UNDERTAKINGS

### 3.1 Respond to clarification.

Respond to a request for clarification received up to five days before the tender closing time stated in the tender data and notify all tenderers who drew procurement documents.

### 3.2 Issue addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the tender notice until 7 days before the tender closing time stated in the tender data. If, as a result of the issuing of addenda, a tenderer applies for an extension to the closing time stated in the tender data, the employer may grant such extension and shall then notify all tenderers who drew documents.

### 3.3 Return late tender offers.

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

### 3.4 Opening of tender submissions

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

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

3.4.3 Make available the name of each tenderer whose tender offer is opened, the total of his prices, if applicable, preferences claimed and time for completion (if any) for the main tender offer only.

### 3.5 Two envelope system

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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2





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

### 3.6 Non-disclosure.

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

### 3.7 Grounds for rejection and disqualification

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

### 3.8 Test for responsiveness

- 3.8.1 Determine, on opening and before detailed evaluation, whether each tender offer properly received:

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

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

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

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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



### 3.9 Arithmetical errors

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

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

3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

### 3.10 Clarification of a tender offer

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

### 3.11 Evaluation of tender offers

3.11.1 Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation methods that are indicated in the tender data and described as methods 1, 2, 3 and 4.

3.11.2 Method 1: In the case of a financial offer:

1. Rank tender offers from the most favourable to the least favourable comparative offer.
2. Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.

3.11.3 Method 2: In the case of a financial offer and preferences:

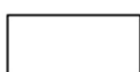
- a) Score tender evaluation points for each financial offer.
- b) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- c) Calculate total tender evaluation points.
- d) Rank tender offers from the highest number of tender evaluation points to the lowest.



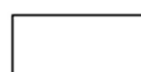
Contractor



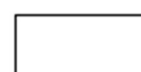
Witness 1



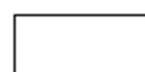
Witness 2



Employer



Witness 1



Witness 2



- e) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

3.11.4 Method 3: In case of a financial offer and quality:

- a) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Score tender evaluation points for each financial offer.
- c) Calculate the total tender evaluation points.
- d) Rank tender offers from the highest number of tender evaluation points to the lowest.
- e) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

3.11.5 Method 4: In the case of a financial offer, quality and preferences:

- a) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Score tender evaluation points for each financial offer.
- c) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- d) Calculate total tender evaluation points.
- e) Rank tender offers from the highest number of tender evaluation points to the lowest.
- f) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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

3.11.6.1 Scoring financial offers

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

$$NFO = W1 \times A$$

Where

NFO is the number of tender evaluation points awarded for the financial offer;

W1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data;

A is the number calculated using the formula and option described in table F.1 as stated in the tender data



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



Table F.1 – Formula for calculating the value of Aa

1	2	3	4
Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$P - P$	
2	Lowest price or percentage commission/fee	$P - P$	
a $P_m$ is the comparative offer of the most favourable comparative offer is the comparative offer of the tender offer under consideration.			

### 3.11.6.2 Scoring quality

Score quality in each of the categories in accordance with the tender data and calculate the total score for quality.

### 3.12 Insurance provided by the employer.

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

### 3.13 Acceptance of tender offer

3.13.1 Accept the tender offer only if the tenderer complies with the legal requirements, if any, stated in the tender data.

3.13.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data or agreed additional period. Provided that 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 tenderer as described in the form of offer and acceptance.

### 3.14 Notice to unsuccessful tenderers

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

### 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 tender documents to take account of

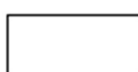
a) addenda issued during the tender period,



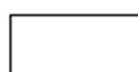
Contractor



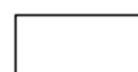
Witness 1



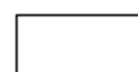
Witness 2



Employer



Witness 1



Witness 2



- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

### **3.16 Issue final contract**

Prepare and issue the final draft of the contract documents to the successful tenderer 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 tender require the tenderer to submit, after acceptance by the employer, shall be included.

### **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.

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

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

## **END OF SECTION**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



# Part T2

## Returnable Documents

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**RETURNABLE DOCUMENTS**  
**INDEX**

Section	Description	Page
T2.1	LIST OF RETURNABLE DOCUMENTS.....	49
T2.2	RETURNABLE DOCUMENTS.....	51

**END OF SECTION**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



# Section T2.1

## List of Returnable Documents

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





## LIST OF RETURNABLE DOCUMENTS

THE TENDERER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THIS TENDER. IF THE DOCUMENTS ARE NOT INCLUDED IN THE DOCUMENT, THE MUNICIPALITY WILL NOT CONSIDER THIS TENDER

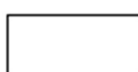
Clause referred to in Standard Conditions of Tender	Document
	Copy of Company Registration Certificate (CRC). Reflectiong Active Members (Except for Sole Traders and Partnership)
	Certified Proof of Registration with Central Suppliers Database (CSD)
2.28	Tax Compliance Verification pin on SARS letterhead
	All supplementary forms including municipal rates and taxes clearance certificate form contained in the bid document (Submit proof municipal rates and taxes are not in arrears for more than 3 months)
2.1	Copy of Certificate of Contractor Registration or proof of registration with the CIDB as a Category 3CE/PE of 4CE or higher Contractor.
	Company Profile
2.13.4	Letter of authorization to sign the Form of Offer and where required in tender document.
2.28	Tax Compliance Verification pin on SARS letterhead



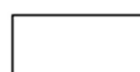
Contractor



Witness 1



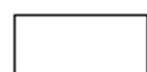
Witness 2



Employer



Witness 1



Witness 2



## INDEX

**THE RETURNABLE SCHEDULES LISTED BELOW MUST BE COMPLETED AND SUBMITTED WITH THE TENDER OFFER. IF THE DOCUMENTS ARE NOT INCLUDED IN THE DOCUMENT, THE MUNICIPALITY WILL NOT CONSIDER THIS TENDER.**

ITEM	DESCRIPTION	PAGE NO
T2.2.1 FORM A:	COMPULSORY ENTERPRISE QUESTIONNAIRE.....	41
T2.2.2 FORM B:	ALTERATIONS BY TENDERER.....	43
T2.2.3 FORM C:	RECORD OF ADDENDA TO TENDER DOCUMENT.....	44
T2.2.4 FORM D:	DECLARATION OF INTEREST.....	45
T2.2.5 FORM E:	AUTHORITY OF SIGNATORY.....	48
T2.2.6 FORM F:	SCHEDULE OF WORKS PREVIOUSLY EXECUTED.....	51
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T2.2.18 FORM R:	DECLARATION IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT.....	82
T2.2.19 FORM S:	SITE INSPECTION CERTIFICATE.....	84
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T2.2.21	CERTIFICATE OF INDEPENDENT BID DETERMINATION.....	86

Note: The Bidder is required to complete each and every schedule and form listed above to the best of his ability, as the evaluation of tenders and eventual contract will be based on the information provided by the Bidder. Failure of a Bidder to complete the schedules and forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the basis that the tender is non-responsive.

## END OF SECTION



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



# Section T2.2

## Returnable Documents

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**T2.2.1**

**FORM A: COMPULSORY ENTERPRISE QUESTIONNAIRE**

In the case of a Joint Venture – This questionnaire is to be completed and submitted in respect of each partner.

1. **Name of Enterprise:** .....
2. **VAT Registration number, if any:** .....
3. **CIDB Registration number:** .....
4. **Particulars of sole proprietors and partners in partnership:**

Name	Identity Number	Personal Income Tax Number

\* Complete only if sole proprietor or partnership and attach separate page if more than 4 partners.

**5. Particulars of companies and close corporations:**

Company Registration Number: .....

Close Corporation Number: .....

Tax reference Number: .....

**6. Record in the service of the state:**

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

a member of any municipal council

a member of any provincial legislature

a member of the National Assembly or the National Council of Province

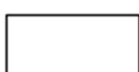
a member of the board of Directors of any Municipal entity



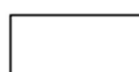
Contractor



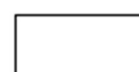
Witness 1



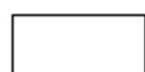
Witness 2



Employer



Witness 1



Witness 2

MALUTI-A-PHOFUNG LOCAL MUNICIPALITY  
APPOINTMENT OF A SERVICE PROVIDER CONSTRUCTION OF  
FOOTBRIDGES IN MONONTSA: BID NO: SCM/BID11/2023/2024



- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act,1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

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

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

--	--

**SIGNED ON BEHALF OF TENDERER** **DATE:**

--	--

**POSITION** **NAME OF BIDDER:**

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



**T2.2.2**

**FORM B: ALTERATIONS BY TENDERER**

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

Page and Clause/Item	Alteration / Amendment

--	--

SIGNED ON BEHALF OF TENDERER

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2







**MBD 4**

**T2.2.4**

**FORM D: DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state 1.
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 authorized representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name: .....
  - 3.2 Identity Number: .....
  - 3.3 Company Registration Number: .....
  - 3.4 Tax Reference Number: .....
  - 3.5 VAT Registration Number: .....
  - 3.6 Are you presently in the service of the state? YES / NO
    - 3.6.1 If so, furnish particulars.  
.....  
.....
  - 3.7 Have you been in the service of the state for the past twelve months? YES / NO
    - 3.7.1 If so, furnish particulars.  
.....  
.....
  - 3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO
    - 3.8.1 If so, furnish particulars.  
.....  
.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

3.9.1 If so, furnish particulars.

.....

.....

3.10 Are any of the company’s directors, managers, principal shareholders or stakeholders in service of the state? YES / NO

3.10.1 If so, furnish particulars.

.....

.....

3.11 Are any spouse, child or parent of the company’s directors, managers, principal shareholders or stakeholders in service of the state? YES / NO

3.11.1 If so, furnish particulars.

.....

.....

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

Full Name	Identity Number	State Employee Number

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**CERTIFICATION**

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

--	--

**SIGNED ON BEHALF OF TENDERER**

**DATE:**

--	--

**POSITION**

**NAME OF BIDDER:**

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

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



**T2.2.5**

**FORM E: CERTIFICATE OF AUTHORITY**

Details of person responsible for tender process:

Name .....

Contact number: Office address: .....

Signatories for close corporations and companies shall confirm their authority by attaching to this form a duly signed and dated original or certified copy on the Company Letterhead of the relevant resolution of their members or their board of directors, as the case may be.

**PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:**

Certificate of Authority

"By resolution of the board of directors passed on *(date)*

.....

Mr .....

has been duly authorized to sign all documents in connection with the Tender for Contract Number .....and any Contract which may arise there from on behalf of .....

(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY : .....

IN HIS CAPACITY AS : .....

DATE : .....

FULL NAMES OF SIGNATORY : .....

AS WITNESSES 1. ....

2. ....



Contractor



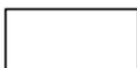
Witness 1



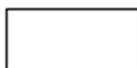
Witness 2



Employer



Witness 1



Witness 2



**PRO-FORMA FOR JOINT VENTURES:**

**Certificate of Authority for Joint Ventures**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize:

Mr/Ms ....., authorized signatory of the company  
 ....., acting in the capacity of lead  
 partner, to sign all documents in connection with the tender offer an any contract resulting from it on our  
 behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner:		Signature: ..... Name: ..... Designation: .....
CIDB Reg No: .....		
		Signature: ..... Name: ..... Designation: .....
CIDB Reg No: .....		
		Signature: ..... Name: ..... Designation: .....
CIDB Reg No: .....		
		Signature: ..... Name: ..... Designation: .....
CIDB Reg No: .....		
		Signature: ..... Name: ..... Designation: .....
CIDB Reg No: .....		



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



**ATTACH HERETO THE DULY SIGNED AND DATED**  
**ORIGINAL OR CERTIFIED COPY OF AUTHORITY OF**  
**SIGNATORY ON COMPANY LETTERHEAD**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MALUTI-A-PHOFUNG LOCAL MUNICIPALITY  
APPOINTMENT OF A SERVICE PROVIDER CONSTRUCTION OF  
FOOTBRIDGES IN MONONTSA: BID NO: SCM/BID11/2023/2024



**T2.2.6**

**FORM F: SCHEDULE OF WORKS PREVIOUSLY EXECUTED**

The following is a statement of major works successfully executed by myself/ourselves in recent years.  
Failure to detail the required information shall signify that the tender is submitted by an inexperienced tenderer.

Employer	Engineer / Consulting Firm	Nature of Works / Description of Works	Value of Construction Works	Duration and Completion Date
	Firm  Contact Name  Telephone No.			
	Firm  Contact Name  Telephone No.			
	Firm  Contact Name  Telephone No.			
	Firm  Contact Name  Telephone No.			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MALUTI-A-PHOFUNG LOCAL MUNICIPALITY  
APPOINTMENT OF A SERVICE PROVIDER CONSTRUCTION OF  
FOOTBRIDGESS IN MONONTSA: BID NO: SCM/BID11/2023/2024



Employer	Engineer / Consulting Firm	Nature of Works / Description of Works	Value of Construction Works	Duration and Completion Date
	Firm  Contact Name  Telephone No.			
	Firm  Contact Name  Telephone No.			
	Firm  Contact Name  Telephone No.			
	Firm  Contact Name  Telephone No.			
	Firm  Contact Name  Telephone No.			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MALUTI-A-PHOFUNG LOCAL MUNICIPALITY  
APPOINTMENT OF A SERVICE PROVIDER CONSTRUCTION OF  
FOOTBRIDGES IN MONONTSA: BID NO: SCM/BID11/2023/2024



**NB**

- 0 – 1 Completion Certificates must be attached in order to qualify for five (5) points.
- 2 – 6 Completion Certificates must be attached in order to qualify for fifteen (15) points.
- 7 and above Completion Certificates must be attached in order to qualify for thirty-five (35) points.

The following information must be contained in each Completion Certificate for it to qualify for points as prescribed above:

- I. Description of work
- II. Value
- III. Contract Construction Period
- IV. Actual Construction Period
- V. Date Completed

--	--

**SIGNED ON BEHALF OF TENDERER**

**DATE:**

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2



**ATTACH HERETO THE COMPLETION CERTIFICATES**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MALUTI-A-PHOFUNG LOCAL MUNICIPALITY  
APPOINTMENT OF A SERVICE PROVIDER CONSTRUCTION OF  
FOOTBRIDGESS IN MONONTSA: BID NO: SCM/BID11/2023/2024



PRESENT COMMITMENTS

Employer	Engineer / Consulting Firm	Nature of Works / Description of Works	Value of Construction Works	C
	Firm  Contact Name  Telephone No.			
	Firm  Contact Name  Telephone No.			
	Firm  Contact Name  Telephone No.			
	Firm  Contact Name  Telephone No.			

--	--

SIGNED ON BEHALF OF TENDERER

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**T2.2.8**

**FORM H: DECLARATION OF GOODSTANDING REGARDING TAX**

<b><i>SOUTH AFRICAN REVENUE SERVICE</i></b>	Tender No:.....									
	Closing Date:.....									



## **ATTACH HERETO TAX COMPLIANCE VERIFICATION PIN ON SARS LETTERHEAD**

### **FOR COMPANIES AND CLOSE CORPORATIONS:**

Tax Compliance Letter with a unique PIN in terms of Electronic Tax Compliance Status (TCS) system from SARS.

### **FOR JOINT VENTURES:**

Each party to a Joint Venture shall submit separate Tax Compliance Letter with a unique PIN in terms of Electronic Tax Compliance Status (TCS) system from SARS.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**T2.2.9**

**FORM I: CERTIFICATE OF GOODSTANDING WITH COMPENSATION COMMISSIONER**

The Bidder is to attach to this page a valid Certificate of Good Standing with the Compensation Commissioner or with the Federated Employers' Mutual Assurance (FEM). Failure to attach this certificate will render the Tender non-responsive.

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**SIGNED ON BEHALF OF TENDERER**

**DATE:**

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

MALUTI-A-PHOFUNG LOCAL MUNICIPALITY  
APPOINTMENT OF A SERVICE PROVIDER CONSTRUCTION OF  
FOOTBRIDGES IN MONONTSA: BID NO: SCM/BID11/2023/2024



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**ATTACH HERETO LATEST LETTER OF GOODSTANDING**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





**T2.2.10**

**FORM J: PROPERTY RATES CLEARANCE**

Proof of payment of Municipal rates and taxes and/or lease agreement shall be attached to this Schedule.

where the tenderer is the owner of the property / business:

- municipal account registered in the name of the tenderer not older than three (3) months.

where the tenderer is not the owner of the property / business:

- a valid lease agreement; or
- affidavit from the property owner that the address used to claim points in the MBD 6.1 is being rented out to the tenderer at no cost not older than three (3) months.

The documentation provided herein shall not be older than three (3) months from the date of issue of this tender.

Each party to a joint venture shall submit separate proof of payment of Municipal rates and taxes and/or lease agreement.

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SIGNED ON BEHALF OF TENDERER

DATE:

Page 73 of 163

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



## Maluti-a-Phofung Municipality



Setsing Business Centre  
C/o Moremoholo & Motloun Streets  
Phuthaditjhaba  
9866

Private Bag X805  
Witsieshoek  
9870  
Tel: 058 718 3700  
Fax: 058 713 0459

Enquiries: Supply Chain Management Unit

### **MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE FOR SUPPLY CHAIN MANAGEMENT PURPOSE**

The purpose of this form is to obtain prove that municipal services, rates and taxes of the service provider are not more than three months in arrears with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business. **This form is to be completed only if the service provider's rates and taxes are not in arrears for more than three months.**

**PART A** – to be completed by the relevant municipality in the case where the service provider is the registered owner of the site / owner pays for municipal services / tenant pays for municipal services.

**OR**

**PART B** – to be completed by the landlord in the case where the service provider is renting the premises / rental paid by tenant include municipal services.

<b>PART A (TO BE COMPLETED BY THE RELEVANT MUNICIPALITY)</b>	
Name of the Municipality:	
Property Physical Address:	
Registered Name:	
Official's Name: _____	Municipality Stamp Here
Signature: _____	
Date: _____	



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



**Please tick whether in arrears or up to date**

Rates and taxes : Up-to-date / in arrears for more than 3 months

Water: Up-to-date / in arrears for more than 3 months

Electricity: Up-to-date / in arrears for more than 3 months

Refuse : Up-to-date / in arrears for more than 3 months

Other services: Up-to-date / in arrears for more than 3 months

**NB: If the company address or operate in rural settlement the service provider should attach their electricity purchase pattern. Electricity purchase pattern can be validated once the company purchase electricity in three (03) consecutive months.**

**PART B ( TO BE COMPLETED BY THE LANDLORD)**

Name of the Landlord:

Property Physical Address:

Landlord Signature:

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

**Landlord's business stamp here  
Or an Affidavit from SAPS and Lease  
Agreement. (Compulsory)**

**Please tick whether up-to-date or in arrears**

Rental: Up to date / in arrears for more than 3 months

Municipal services: Up to date / in arrears for more than 3 months

**NB: In the event that company is operating on leased premises and the address is not the same as the**

**Company registration both lease agreement and landlord statement of account (not in arrears for more than three months) must be attached.**

**: If the company address or operate in rural settlement the service provider should attach their electricity purchase pattern. Electricity purchase pattern can be validated once the company purchase electricity in three (03) consecutive months.**

**: In the event the landlord does not have a business stamp an affidavit from SAPS and Lease Agreement must be attached**



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



**ATTACH HERETO PROOF OF PAYMENT OF MUNICIPAL RATES  
AND TAXES AND/OR LEASE AGREEMENT**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**T2.2.11**

**FORM K: FINANCIAL REFERENCES**

**FINANCIAL STATEMENTS**

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

**DETAILS OF TENDERER'S BANKING INFORMATION**

I/We hereby authorize the Client/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference: you are also required to attach a financial reference letter stating bank rating from your financial institution.

<b>BANK NAME</b>		
<b>ACCOUNT TYPE</b>		
<b>ACCOUNT NO</b>		
<b>ADDRESS OF BANK</b>		
<b>CONTACT PERSON</b>		
<b>TEL NO OF BANK / CONTACT</b>		
How long has this account been in existence	0 – 6 Months	
	7 -12 Months	
	13 -24 Months	
	More than 24 Months	

(Tick which is appropriate)

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SIGNED ON BEHALF OF TENDERER

DATE:

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Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

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Witness 2



**ATTACH HERETO FINANCIAL REFERENCE LETTER**  
**STATING BANK RATING FROM FINANCIAL**  
**INSTITUTION**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MALUTI-A-PHOFUNG LOCAL MUNICIPALITY  
APPOINTMENT OF A SERVICE PROVIDER CONSTRUCTION OF  
FOOTBRIDGES IN MONONTSA: BID NO: SCM/BID11/2023/2024



2

**II L: SUPERVISORY AND SAFETY PERSONNEL**

**PREVIOUS EXPERIENCE ON WORKS OF A SIMILAR NATURE DURING THE LAST FIVE YEARS**

	Time on site	Position (Currently)	Accredited Qualifications	LIC NQF 5 or 7 Acquired	Service (Years)	Name of Project And year Executed	Value of Works
Manager							
Site							
Foremen							
Health and entative							

Knowledge: Names of employees occupying the position of Site Agent above must be stated, CVS and certified copies of qualifications must be attached to qualify for points Construction Team Key Personnel. Points will be allocated as follows:

Site Agent has attained Technical Certificate Qualification (N6 Civil) FET College (10 - 8 points)

Site Agent has attained Diploma Qualification (National Diploma – University of Technology) (20 - 18 points)

Site Agent has attained Degree in Civil Engineering (25 - 23 points)

Further 2 points will be awarded to I, II or III if the personnel has completed a CETA accredited LIC NQF 5, 7. Certification of completion of course or SETA SOR to be submitted.

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SIGNED ON BEHALF OF TENDERER

DATE:

Page 79 of 163

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**ATTACH HERETO CURRICULUM VITAE, CERTIFIED COPIES OF  
QUALIFICATIONS AND CERTIFIED REGISTRATION CERTIFICATE  
WITH VOLUNTARY ORGANIZATION**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





## **T2.2.13 LABOUR UTILISATION**

### **LABOUR CATEGORIES - Definitions**

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

#### **1. General Foreman / Foreman**

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

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

#### **2. Charge hand**

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

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

#### **3. Artisan**

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**4. Team Leader**

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

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

**5. Skilled Employee**

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

**6. Semi-Skilled Employee**

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

**7. Unskilled Employee**

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

**8. Imported Employee**

Personnel permanently employed by Contractor.

**9. Local Employee**

Temporary workforce employed through Labour Desk from the ward/s in which the project is located from the ward/s in which the project is located.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**FORM M: LABOUR UTILISATION: MAN DAYS**

**Schedule of Labour Content**

The tenderer must complete a standard table reflecting the labour force anticipated to be employed on this contract, including labour employed by sub-contractors. The Specified target value is .....% with a minimum ## work opportunities and ## person days of employment for local labour.

Type of Labour	Man Days	Work Opportunities	Minimum Wage Rate per Unit	Total Wage Cost (Excl VAT)
A: Local labour employed through main contractor				
B: Local Labour employed through sub-contractors				
Total				
A + B Tendered Sum (%)				
Estimated Work Opportunities (A + B)				

Notes to Tenderer:

A penalty for not achieving the labour targets shall apply.

--	--

SIGNED ON BEHALF OF TENDERER

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**T2.2.14**

**FORM N: COMPLIANCE WITH OHSA (ACT 85 OF 1993)**

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

1. Is the Contractor familiar with the OHSA (ACT 85 OF 1993) and its Regulations? YES/NO
2. Who will prepare the Contractor's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile). YES/NO
3. Does the Contractor have a health and safety policy? YES/NO  
If yes, provide a copy. How is this policy communicated to all employees?  
.....  
.....  
.....
4. Does the Contractor keep records of safety aspects of each construction site? YES/NO  
If yes, what records are kept  
.....  
.....  
.....  
.....
5. Does the Contractor conduct monthly safety meetings? YES/NO  
If yes, who is the chairperson of the meeting, and who attends these meetings?  
.....  
.....  
.....
6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? YES/NO  
If yes, please explain his duties and provide a copy of his CV - (Attach)  
.....  
.....  
.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MALUTI-A-PHOFUNG LOCAL MUNICIPALITY  
APPOINTMENT OF A SERVICE PROVIDER CONSTRUCTION OF  
FOOTBRIDGES IN MONONTSA: BID NO: SCM/BID11/2023/2024



7. Does the Contractor have trained first aid employees?

YES/NO

If yes, indicate who.

.....

8. Does the Contractor have a safety induction training program in place?

YES/NO

If yes, provide a copy?

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**ATTACH HERETO CURRICULUM VITAE OF THE SAFETY  
OFFICER AND SAFETY INDUCTION TRAINING PROGRAM**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## **ATTACH HERETO SKILLS TRANSFER PLAN**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**T2.2.15**

**FORM O: SCHEDULE OF PLANT AND EQUIPMENT**

a) Major Plant and Equipment available for this Contract:

Quantity	Size, Description, Capacity, etc.

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

Quantity	Size, Description, Capacity, etc.

Points allocated to bidder without Documentation for Equipment (0 points)

Points allocated to bidder with Documentation for Equipment (20 points)

Refer to Tender Data under clause 3.11 for points allocation on plant items.

Proof must be provided that equipment is owned by the company.

Proof must be provided (if available) from supplier if the bidder intends to hire and does not have his own plant.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





**ATTACH HERETO PROOF OF EQUIPMENT OWNED AND/OR  
EQUIPMENT TO BE HIRED**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**T2.2.16**

**FORM P: SCHEDULE OF PROPOSED SUBCONTRACTORS**

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

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

Subsequent to the acceptance of this tender the contractor shall subcontract targeted enterprises directly in the performance of the contract to the extent that the total financial value of such subcontracts, in accordance with all the requirements of this document, is sufficient to achieve the contract participation goal provided for in the contract (ref. Part C3: Scope of Work; Section C3.3: Procurement; C3.3.3: Participation of Targeted Enterprises).

The Maluti-a-Phofung Local Municipality has determined the minimum Contact Participation Goal (CPG) for this contract to be 30% towards the enhancement of the Contractor Development Program for local enterprises.

Company	Portion of Contract	Approx. Value

--	--

SIGNED ON BEHALF OF TENDERER

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**T2.2.17**

**MBD 6.1**

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for specific goals.

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

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to 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 exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific goals

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

1.5

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals must not exceed	100

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

1.7 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**

The words in this policy shall bear a meaning as prescribed and/or ascribed by applicable legislation, and in the event of a conflict, the meaning attached thereto by National Legislation shall prevail:

- (a) "Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



- (b) “Black people” as defined in the Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003), is a generic term which means Africans, Coloured and Indians.
- (c) “Tender” means a written offer or bid in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services or goods.
- (d) “price” means an amount of money tendered for good or services, and includes all applicable taxes less all unconditional discounts;
- (e) “rand value” means the total estimated value of a contract in rand, calculated at the time of bid tender invitation, and includes all applicable taxes and
- (f) “tender for income generating contracts” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auction.

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

#### 3.1 POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

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

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 SPECIFICATION GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement

Regulations, preference points must be awarded for specific goals stated in the tender.

For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MALUTI-A-PHOFUNG LOCAL MUNICIPALITY  
APPOINTMENT OF A SERVICE PROVIDER CONSTRUCTION OF  
FOOTBRIDGESS IN MONONTSA: BID NO: SCM/BID11/2023/2024



4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**  
**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.**  
**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the tenderer)	Number of points allocated (80/20 system) (To be completed by the tenderer)
Loaction Based Within Maluti-A-Phofung: 4 Points Within Thabo Mofutsanyana District 3 Points Within Free State: 2 Points Outside Free State: 1 Point		4		
Gender (Women owned enterprise)		4		
Historically disadvantaged personal		4		
Rural Based Businesses		4		
Youth Enterprises		4		
<b>Total Points Allocated</b>		<b>20</b>		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.1 Name of company/firm: .....

4.2 VAT registration number: .....

4.3 Company registration number: .....

4.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

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

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

WITNESSES

.....

.....

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

DATE: .....

ADDRESS .....

.....

.....



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



**ATTACH HERETO PROOF OF LOCATION OF OFFICE: MUNICIPAL  
STATEMENTS, LEASE AGREEMENT AND AFFIDAVIT FOR RURAL  
ENTITIES**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**ATTACH HERETO PROOF OF WOMEN OWNED ENTERPRISES**  
**COMPANY REGISTRATION DOCUMENTS AND IDENTIFICATION**  
**DOCUMENTS**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





**ATTACH HERETO THE PROOF OF HISTORICALLY  
DISADVANGED PERSONS DISCRIMINATED ON A BASIS OF  
DISABILITY: COMPANY REGISTRATION DOCUMENTS,  
IDENTIFICATION DOCUMENTS AND EEA1 FROM COMPLETED  
BY A DOCTOR**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**ATTACH HERETO PROOF OF RURAL BASED BUSINESSES  
ENTERPRISE LOCATED AND OPERATED BY PERSONS FROM  
RURAL AREA: COMPANY REGISTRATION DOCUMENTS AND  
PROOF OF LOCATION PROVIDED BY MUNICIPALITY**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**ATTACH HERETO PROOF OF YOUTH ENTERPRISES OWNED BY**  
**PERSONS YOUNGER THAN 35 YEARS: COMPANY**  
**REGISTRATION DOCUMENTS AND IDENTIFICATION**  
**DOCUMENTS**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T2.2.18

MBD 8

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

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

Item	Question	Yes	No
	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied). 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MALUTI-A-PHOFUNG LOCAL MUNICIPALITY  
APPOINTMENT OF A SERVICE PROVIDER CONSTRUCTION OF  
FOOTBRIDGES IN MONONTSA: BID NO: SCM/BID11/2023/2024



4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
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.**

--	--

**SIGNED ON BEHALF OF TENDERER**

**DATE:**

--	--

**POSITION**

**DATE:**

<div style="border: 1px solid black; width: 60px; height: 30px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 60px; height: 30px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 60px; height: 30px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 60px; height: 30px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 60px; height: 30px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 60px; height: 30px; margin: 0 auto;"></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



**T2.2.19**

**FORM S SITE INSPECTION CERTIFICATE**

As required by Clause 2.7 of the Tender Data, I/we certify that I/we have visited the site of the Works and attended the compulsory site visit and clarification meeting on the date certified below.

I/we further certify that I am / we are satisfied with the description of the Work and the explanations given by the Engineer and that I understand perfectly the work to be done, as specified and implied for the execution of this contract at the site visit and clarification meeting.

--	--

**REPRESENTATIVE OF TENDERER**

**DATE:**

**SITE VISIT**

This will certify that .....

representing .....

attended a Site Inspection for this Contract on.....day of .....20.....

--	--

**REPRESENTATIVE OF EMPLOYER**

**DATE:**

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



**T2.2.20**

**QUALITY CRITERIA AND POINTS CLAIMED**

**1. Points for Quality Threshold**

			Number	Maximum	Claimed
Specific Project Applicable Exposure	Infrastructure of Firm	Experience Similar Projects			
		0 – 1 Completion Certificates		5	
		2 – 6 Completion Certificates		15	
		7 < Completion Certificates		35	
		Financial Capacity			
		Bank Rating = C		10	
		Bank Rating = B		15	
		Bank Rating = A		20	
		List of Plant			
		Without Documents		0	
		With Documents		20	
	Project Team	Experience of Key Personnel			
		Technical Certificate		10	
		Technical Diploma		20	
		Degree Civil Engineering		25	
Functionality Threshold					
Total (Specific Project Applicable Expertise)				100	

**2. Tender Evaluation Points**

Description	Section Number	No of Points	
		Maximum	Claimed
Bid Amount (Vat Incl.) From Pricing Data	C1.1		
Price Points {80 x (1-Pt-PM/Pm)}		80	
Specific Goals (10 B-BBEE Status and 10 Locality)	T2.2	20	
<u>Total Points</u>		<u>100</u>	

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**SIGNED ON BEHALF OF TENDERER**

**DATE:**

**T2.2.21 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.
3. 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.
4. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MALUTI-A-PHOFUNG LOCAL MUNICIPALITY  
APPOINTMENT OF A SERVICE PROVIDER CONSTRUCTION OF  
FOOTBRIDGESS IN MONONTSA: BID NO: SCM/BID11/2023/2024



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:

(Name of Bidder)

that:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MALUTI-A-PHOFUNG LOCAL MUNICIPALITY  
APPOINTMENT OF A SERVICE PROVIDER CONSTRUCTION OF  
FOOTBRIDGES IN MONONTSA: BID NO: SCM/BID11/2023/2024



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.

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

--	--

SIGNED ON BEHALF OF TENDERER

DATE:

--	--

POSITION

DATE:

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



T2.2.22 TRAINING

The bidder shall submit a list of accredited training courses which shall be provided to the local labour over and above the minimum training courses specified. Compiler to insert at least 2 courses, with the respective Unit standard ID and the number of learners.

Name of Course	SAQA Unit Standard (US)	Number of Learners to be Trained

--	--

SIGNED ON BEHALF OF TENDERER

DATE:

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



**ATTACH HERETO COMPANY PROFILE**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**ATTACH HERETO METHOD STATEMENT**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



# PORTION 2: CONTRACT

## Part C1

### Agreements and Contract Data

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



AGREEMENTS AND CONTRACT DATA  
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END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## Section C1.1

### Forms of Offer and Acceptance

And

### Contract Forms for Rendering of Services

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





## FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

### OFFER

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

**BID NO: SCM/BID11/2023/2024: APPOINTMENT OF A SERVICE PROVIDER: CONSTRUCTION OF FOOTBRIDGES IN MONONTSHA**

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

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

### THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE-ADDED TAX IS

.....

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

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

Signature(s) \_\_\_\_\_

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

Capacity \_\_\_\_\_

Name and Address of Organization \_\_\_\_\_

Name and Signature of Witness \_\_\_\_\_

Date \_\_\_\_\_

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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



## ACCEPTANCE

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

The terms of the Contract are contained in

Part C1 Agreements and Contract Data *[which includes this Agreement]*

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site Information

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

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

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 at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature(s) \_\_\_\_\_  
Name(s) \_\_\_\_\_  
Capacity \_\_\_\_\_  
Name and  
Address of Organization \_\_\_\_\_  
Name and Signature of Witness \_\_\_\_\_  
Date \_\_\_\_\_



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



## SCHEDULE OF DEVIATIONS

Notes:

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

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

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

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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



FOR THE TENDERER

Signature(s) .....

Name(s) .....

Capacity .....

Name and  
Address of Organization .....

.....

Name and Signature of Witness .....

Date .....

FOR THE TENDERER

Signature(s) .....

Name(s) .....

Capacity .....

Name and  
Address of Organization .....

.....

Name and Signature of Witness .....

Date .....



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



**CONFIRMATION OF RECEIPT**

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

the ..... [day]

of ..... [month]

20..... [year]

at ..... [place]

For the Contractor: .....  
Signature  
.....  
Name  
.....  
Capacity

Signature and name of witness:  
.....  
Signature  
.....  
Name



### CONTRACT FORM - RENDERING OF SERVICES

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

#### PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) ..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid.
    - Tax clearance certificate.
    - Pricing schedule(s);
    - Filled in task directive/proposal.
    - Preference claims in terms of the Preferential Procurement Regulations 2022.
    - Declaration of interest.
    - Declaration of Bidder's past SCM practices.
    - Certificate of Independent Bid Determination.
    - Special Conditions of Contract.
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME: (PRINT).....  
CAPACITY .....  
SIGNATURE .....  
NAME OF FIRM .....  
.....  
DATE:.....

#### WITNESSES

1. ....  
2. ....  
DATE: .....



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



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

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

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

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

i. ....

ii. ....

DATE: .....

**END OF SECTION**

Page 119 of 163

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**Section C1.2**

**Contract Data**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





## GENERAL CONDITIONS OF CONTRACT

### CONTRACT DATA

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

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

### CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this contract:

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

Clause	Description
1.1.1.5	Clause 1.1.1.5 of the GCC is replaced by the following: The "Commencement date" shall be the date the site is handed over to the Contractor.
1.1.1.13	The Defects Liability Period is twelve (12) months from the date of issuing a completion certificate.
1.1.1.14	The due completion date is nine (9) months from the date of the site handover.
1.1.1.15	The employer is the MALUTI-A-PHOFUNG LOCAL MUNICIPALITY.
1.1.1.16	The Engineer is Proper Consulting Engineers (hereinafter referred to) represented by the Employee duly recognized hereto in writing.
1.1.1.26	Pricing Strategy is: Re-measurement Contract.
1.2.1.2	The employer's address for receipt of communication is:  Maluti-A-Phofung Local Municipality  Setsing Business Centre C/O Moremoholo & Motloun Streets Phuthaditjhaba 9870 Tel No: 058 718 3863/058 718 3871 Email: thabisot@map.fs.gov.za
1.2.1.2	The addresses and telephone numbers of the representing Engineer is:  Proper Consulting Engineer Plot 35 Frans Kleynhans Road Goenvlei Bloemfontein PO Box 26415 Langenhovenpark 9330



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



1.3.3	The language of the Contract and for written communications is English
3.1.3	<p>The Engineer shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the General Condition of Contract:</p> <p>1. New Clause 3.1.3.1 "For expenditure on the Contract to exceed the Contract Price";</p> <p>Existing Clauses:</p> <p>1.2.1 - Nomination of person as Engineer's Representative.</p> <p>1.6 - Approval of the programme.</p> <p>5.7.2- Work at night as well as by day.</p> <p>5.8 - Non-working times.</p> <p>5.12 - Granting of extension of time excluding Clause 5.12.2.2 (Abnormal climatic conditions).</p> <p>5.13 - Reduction of penalty for delay.</p> <p>5.14.2 - The issue of a Certificate of Practical Completion.</p> <p>5.14.4 - The issue of a Certificate of Completion.</p> <p>5.16.1 - The issue of a Final Approval Certificate.</p> <p>6.3 - Variations in respect of Variations which are not small (R20 000).</p> <p>6.6 - Instruction to expend on Provisional and Prime Cost Sums.</p> <p>6.11 - Adjustment of General Items &amp; Approval of Claims.</p> <p>8.2.2.2 - Order to repair and make good damage arising from any "excepted" risk.</p>
3.1.4	Occupational Health, Safety & Wellness Sub Directorate – Public Health and the duly appointed H&S Officials has been appointed as Client Agents on this contract, in terms of Clause 4(5) of the Construction Regulations, 2014 as promulgated in terms of Section 43 of the Occupational Health and Safety Act, 1993. The Principal Contractor shall perform a preliminary assessment of the project generated H&S plan and submit such to Occupational Health, Safety & Wellness Sub Directorate – Public Health for legal compliance reassessment & verification / approval prior to any works commencing. The duly appointed H&S Officials will be responsible for further monitoring and the auditing of the approved H&S plan for legal compliance.
3.3	Add the following new Sub-Clause 3.3:



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



	<p>The Employer may, at his sole discretion, provide technical support services to the Contractor or Subcontractor(s).</p> <p>The technical team providing such support services will be appointed and remunerated by the Employer. In the case of EPWP Contractor Learnership Programs, support services may be provided by the Department of Public Works. The technical team will consist of the Engineer and a person or persons acting as Training, Construction and Materials Managers or Construction Mentor, depending on the services to be provided and the scope of the functions to be executed.</p> <p>1.3.1 In addition to his duties and functions in terms of 3.1.1, the Engineer will coordinate the work of the technical team providing the support services.</p> <p>1.3.2 The Construction Manager acts as mentor to the Contractor in respect of the following functions, which are described fully in the CESA document, Guideline Contract Specific Data C4 - Construction Management Services of the Form of Agreement for Consulting Services for Labour-Intensive Construction Projects:</p> <ul style="list-style-type: none"> <li>(i) Programming the execution of the works.</li> <li>(ii) Interpretation of drawings, specifications and related contractual matters.</li> <li>(iii) Workforce structuring, employment and management.</li> <li>(iv) Guidance to expedite work progress/ improve productivity.</li> <li>(v) Setting out of works.</li> <li>(vi) Safety measures and legislation requirements.</li> <li>(vii) Materials handling.</li> <li>(viii) Tools and equipment needs.</li> <li>(ix) Financial matters.</li> <li>(x) Training requirements.</li> <li>(xi) Security aspects.</li> <li>(xii) Quality control systems.</li> <li>(xiii) LIC Implementation</li> </ul> <p>1.3.3 The Materials Manager is responsible for the following functions which are described fully in the CESA document, <u>Guideline Contract Specific Data C5 - Materials Procurement Services of the Form of Agreement for Consulting Services for Labour-Intensive Construction Projects on the Contract</u>:</p> <ul style="list-style-type: none"> <li>(i) Establishment of stores.</li> <li>(ii) Determination of store administration procedures.</li> <li>(iii) Determination of requirements of store staff.</li> <li>(iv) Employment of store staff.</li> <li>(v) Staff guidance, supervision and training.</li> <li>(vi) Acquisition of materials.</li> <li>(vii) Issue of materials.</li> <li>(viii) Upholding of an assets register.</li> <li>(ix) Insurance of assets.</li> </ul>
--	--



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



	<p>1.3.4 The main role of the Mentor is to support the Learner Contractor and to impart knowledge that will enable the Contractor to compete independently as soon as possible. The Mentor provides a wide range of support and advice functions, including but not limited to advice with regard to:</p> <ul style="list-style-type: none"> <li>(i) Finance and dealing with banks.</li> <li>(ii) Business management</li> <li>(iii) Contract management</li> <li>(iv) Procurement of materials and other required services</li> <li>(v) Technical and engineering</li> <li>(vi) Construction Planning and Management</li> <li>(vii) Fulfilling of statutory and tax obligations</li> <li>(viii) Labour and human resource advice</li> </ul>
4.3.1	<p>Add the following to the clause:</p> <p>“For conventional construction works the Basic Conditions of Employment Act of 1997 (Act no 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectorial determination: Civil Engineering Sector published from time to time.</p> <p>Compliance with the National Environmental management Act (NEMA), Act 107 of 1998. Basic conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government</p> <p>Notice Shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.”</p> <p>“The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor’s obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.”</p>
4.5	<p>Add the following new Sub-Clauses:</p> <ul style="list-style-type: none"> <li>4.5.5 On the request of the Contractor, the Employer may, at his sole discretion, provide a support service to the Contractor in the giving of notices and in obtaining requisite consents, permissions and permits.</li> <li>4.5.6 On the request of the Contractor and certified by the Engineer as payable by the Contractor, the Employer may, in his sole discretion, advance funds to the Contractor in the form of a cheque in favour of the relevant institution or body, to facilitate the Contractor in complying with the provisions of this Clause.</li> </ul>



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



	<p>The Contractor shall provide proof to the Engineer of all payments effected by him.</p> <p>The Employer will deduct the sums advanced by the Employer and adjusted in accordance with the Contract Price Adjustment Formula or other rise-and-fall provision applicable to the contract, from future payment certificates of the Contractor, if such sums are payable by the Contractor in the ordinary course of his business.</p> <p>The Employer will not advance funds in respect of cyclic sums payable by the Contractor in the ordinary course of his business.</p>
4.11.3	<p>Add the following to Clause 4.11:</p> <p>Notwithstanding the wording of this Clause, on request of the Contractor the Employer may at his sole discretion, provide trade-skills training to the Contractor's employees to improve their competency and efficiency commensurate with the requirements of the Works.</p>
5.3.1	<p>The documentation required before Commencement of the Works are:</p> <p>Health and Safety Plan (Refer to Clause 4.3) Initial Program (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)</p>
5.3.2	<p>The Contractor is required, within 28 days of the Commencement Date, to submit the documents listed below to the Engineer for his approval.</p> <p><u>Health and Safety Plan</u> The Contractor shall deliver his health and safety plan, in terms of Clause 5(1) of the Construction Regulations (2014).</p> <p><u>Initial Program</u> The Contractor shall deliver his Initial Program of work in terms of Clause 5.6</p> <p><u>Security</u> Submit a guarantee of an Insurance Company or Bank to be jointly and severally bound with the Contractor for an amount equal to 10% of the Contract Price. The wording of the Guarantee shall be identical to the pro forma provided in Part C1.2 – Annexure A of this tender document.</p> <p><u>Insurance</u> Submit copies of receipts of registration, or payment for the premiums for the following insurances, as required by the new Clause 8.6 in this Contract Data.</p> <p>(a) Proof of registration with the Department of Labour as an employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended</p>



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



	<p>(b) Common Law Liability Insurance for the duration of the Contract Period and with a minimum Limit of Indemnity of not less than R1 000 000 for any one accident;</p> <p>(c) Insurance on an All Risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things;</p> <p>(d) Where the Contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the site, the Contractor shall satisfy the employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication, then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.</p> <p>(e) Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer.</p> <p>These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have effected such insurance.</p>
5.3.2	The time to submit the documentation required before commencement with Works execution is twenty-eight (28) days.
5.8.1	The special non-working days are Public holidays, Saturdays and Sundays.
5.8.1	The year-end break commences on 15 December and ends on 09 January.
5.13.1	The Penalty for delay to achieve completion by the due completion date is 0.05% of the contract price

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



5.12.2	<p>Add the following clauses:</p> <p><u>Extension of time due to Abnormal Rainfall</u></p> <p>Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula:</p> $V = (N_w - N_n) + (R_w - R_n)/20$ <p><i>Where:</i></p> <p>V = Extension of time in calendar days for the calendar month under consideration.</p> <p>N<sub>w</sub> = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded.</p> <p>R<sub>w</sub> = Actual total rainfall in mm recorded during the calendar month under consideration.</p> <p>N<sub>n</sub> = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the tabulated data retrieved from the nearest weather station</p> <p>R<sub>n</sub> = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as per the tabulated data retrieved from the nearest weather station</p> <p>Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N<sub>n</sub>, then V shall be taken as being equal to minus N<sub>n</sub>. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.</p> <p>Rainfall records for the period of construction shall be taken on Site. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Engineer or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Engineer's Representative. Access to the measuring gauge(s) shall at all times be under the Engineer's control.</p> <p>The rainfall records applicable to this Contract are those recorded and updated at the Phuthadijhaba Weather Station.</p>
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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



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	<p>Unless otherwise provided in the Site Information, the value of “n” shall be taken as equal to the tendered time for completion of the Works in months, rounded off to an integer.</p> <p>Extension of time during normal working days will be granted to the degree to which actual delays as determined, exceed the number of “n” normal working days.</p> <p>The value of “n” does not take into account further or concurrent delays which are caused by other abnormal climatic conditions such as floods, which have to be determined separately.</p>
6.3	<p>All variations shall be in writing, confirmed by the Contractor and finally approved by the Employer. The Contractor shall not perform any variation work until written approval is issued from the Employer.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





6.8.2	<p>The value of payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule, where</p> <p>The value of “x” is 0,150</p> $(1 + x) \frac{\frac{aL}{L_o} \frac{bP}{P_o} \frac{cM}{M_o} \frac{dF}{F_o}}{1}$ <p>Fixed : Estimate less than R10 000 000 or period less than 6 months</p> <p>“L” is the “Labour Index” and shall be the “Consumer Price Index” for the urban area specified in the Contract, as published in the Statistical Release P0141.1 in table 21 of Statistics South Africa.</p> <p>“P” is the “Plant Index” and shall be the “Civil Engineering Plant” index as published in the Statistical Release P0142.1 in table 16 of Statistics South Africa.</p> <p>“M” is the “Materials Index” and shall be the price index for “Civil Engineering (Materials)” as published in the Statistical Release P0142.1 in table 15 of Statistics South Africa.</p> <p>“F” is the “Fuel Index” and shall be the index for “Civil Engineering” as published in Statistical Release P0142.1 Table 16 of Statistics South Africa.</p> <p>The suffix “o” denotes the basic indices applicable to the base month, which shall be the month prior to the month in which the closing date for the tender falls.</p> <p>The suffix “t” denotes the current indices applicable to the month in which the last day of the period falls to which the relevant payment certificate relates.</p> <p>If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the Engineer shall estimate the value of such index. Any correction, which may be necessary when the correct indices become known, shall be made by the Engineer in subsequent payment certificates.</p> <p>The urban area nearest the site is Phuthaditjhaba.</p> <p>The base month is October 2023.</p>
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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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6.10.3	The percentage retention is 10% of the contract price.
6.10.10	Payment for works identified in the scope of work as being labour intensive shall only be made in accordance with the provisions of the contract if the works are constructed strictly with the provisions of the scope of work. Any non-payment for such works shall not relieve the contractor in any way from his obligations either in contract or in delict
6.10.11	The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and time frame stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.
8.6	The amount to be included in the sum insured to cover the value of: R
8.6.5	The insurance shall be undertaken with an insurance company registered in South Africa.
10.5.1	Disputes are to be referred to adjudication.
10.7.1	Disputes are to be referred for final settlement to arbitration.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## Part 2: Data Provided by the Contractor

Clause	Description								
1.1.1.9	The Contractor is .....								
1.2.1.2	The contractor's address for receipt of communication  Physical address:                                      Postal address:  ..... .....  ..... .....  ..... .....  Telephone: .....  Fax: .....  E-mail: .....								
6.2.1	<div> The security provided by the company should be one of the following: <table border="1"> <tr> <td>Type of security (Indicate if Value added Tax is excluded from the contract sum and the value of the Works for calculating the percentages)</td><td>Contractor's choice indicate: <b>"Yes" or "No"</b></td></tr> <tr> <td>Cash deposit of 10% of the Contract Sum plus Retention of 10% of the value of the Works</td><td></td></tr> <tr> <td>Performance guarantee of 10% of the Contract Sum plus Retention of 10% of the value of the Works</td><td></td></tr> <tr> <td>Deduction of 10% of the Contract Sum from the Contractor's first payment certificate plus Retention of 10% of the value of the works</td><td></td></tr> </table> </div>	Type of security (Indicate if Value added Tax is excluded from the contract sum and the value of the Works for calculating the percentages)	Contractor's choice indicate: <b>"Yes" or "No"</b>	Cash deposit of 10% of the Contract Sum plus Retention of 10% of the value of the Works		Performance guarantee of 10% of the Contract Sum plus Retention of 10% of the value of the Works		Deduction of 10% of the Contract Sum from the Contractor's first payment certificate plus Retention of 10% of the value of the works	
Type of security (Indicate if Value added Tax is excluded from the contract sum and the value of the Works for calculating the percentages)	Contractor's choice indicate: <b>"Yes" or "No"</b>								
Cash deposit of 10% of the Contract Sum plus Retention of 10% of the value of the Works									
Performance guarantee of 10% of the Contract Sum plus Retention of 10% of the value of the Works									
Deduction of 10% of the Contract Sum from the Contractor's first payment certificate plus Retention of 10% of the value of the works									

**END OF SECTION**

Contractor

Witness 1

Witness 2

11

Employer

7

Witness 1

11

Witness 2



**Section C1.2**

**Annexure A: Performance Guarantee**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**PERFORMANCE GUARANTEE (PRO FORMA)**

**GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: .....

Physical address: .....

"Employer" means: .....

"Contractor" means: .....

"Engineer" means: .....

"Works" means:.....

"Site" means: .....

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

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

Amount in words: .....

"Expiry Date" means: .....

**CONTRACT DETAILS**

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

**PERFORMANCE GUARANTEE**

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
  - 3.2 Its obligation under this Performance Guarantee is restricted to the payment of money.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

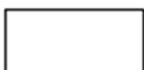
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- 4 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
- 4.1 A copy of a first written demand issued by the Employer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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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

Signed at: .....

Date: .....

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

Capacity

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

**END OF SECTION**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**Section C1.2**

**Annexure B: Retention Guarantee**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





**RETENTION MONEY GUARANTEE (PRO FORMA)**

ISSUED TO **MALUTI-A-PHOFUNG LOCAL MUNICIPALITY** (hereinafter called "the Employer") ON BEHALF OF ..... *[INSERT NAME OF CONTRACTOR]*  
..... (Hereinafter called "the Contractor")

in connection with CONTRACT NO: .....(hereinafter called "the Contract").

WHEREAS the Employer and the Contractor have agreed that the Contractor may provide a guarantee in lieu of the whole or a portion of the retention moneys provided for under the Contract;

NOW THEREFORE we, the undersigned, undertake, in accordance with the following provisions, to pay to the Employer such amounts as the Employer may, from time to time, demand from us.

1. Each demand by the Employer shall be in writing, signed by the Employer and delivered to us at.....  
*[INSERT GUARANTOR'S FULL STREET ADDRESS]* or such other address in..... *[INSERT NAME OF COUNTRY]* as we shall in writing notify to the Employer, and shall be accompanied by a certificate complying with Clause 2, signed by the Engineer in office as such in terms of the Contract.
2. The Engineer's certificate referred to in Clause 1 shall certify that:
  - (a) he is the Engineer in office as such in terms of the Contract,
  - (b) the Contractor is in breach of his obligations under the Contract, and
  - (c) the amount demanded, which amount the certificate shall specify, does not exceed.
    - (i) the amount of retention moneys which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money actually retained by the Employer and the amounts previously paid by us to the Employer in terms hereof,
    - (ii) a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due to the Contractor in terms of the Contract by reason of the breach referred to, and any amount of retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof;
3. We shall within ..... days after our receipt of a demand complying with the provisions in Clauses 1 and 2 make payment to the Employer of the amount demanded at..... *[INSERT EMPLOYER'S STREET ADDRESS]* or at such other address in ..... *[INSERT EMPLOYER'S COUNTRY]* as the Employer shall in writing notify to us.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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4. Subject to complicate with the provisions hereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected or diminished by any disputes, claims or counterclaims between the Employer and the Contractor.
5. Our aggregate liability under this guarantee is limited to.....[INSERT AMOUNT OF GUARANTEE IN WORDS] (R..... [INSERT AMOUNT OF GUARANTEE IN FIGURES]).
6. This guarantee shall expire on the date on which the last of the retention moneys, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
7. This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the subscribing witnesses:

At .....for and on behalf of .....

.....

on this the ..... day of ..... 20.....

SIGNATURE : .....

CAPACITY : .....

ADDRESS : .....

: .....

: .....

AS WITNESSES : 1 .....

2 .....



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



**Section C1.2**

Annexure C: Additional conditions of contract

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**THE ADDITIONAL CONDITIONS OF CONTRACT ARE:**

**Clause**

*Add new Clause 4.3.2:*

**"4.3.2 Applicable labour laws**

The Ministerial Determination, Expanded Public Works Programs, issued in terms of the Basic Conditions of Employment Act, 1997 by the Minister of Labour in Government Notice No R347 of 4 May 2012, as reproduced below, shall apply to works described in the Scope of Work as being labor-intensive and which are undertaken by unskilled or semi-skilled workers.

**1. Introduction**

1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of an EPWP.

1.2 In this document:

- (a) "department" means any department of the State, implementing agent or Contractor;
- (b) "employer" means any department, implementing agency or Contractor that hires workers to work in elementary occupations on an EPWP;
- (c) "worker" means any person working in an elementary occupation on an EPWP;
- (d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;
- (e) "management" means any person employed by a department or implementing agency to administer or execute an EPWP;
- (f) "task" means a fixed quantity of work;
- (g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
- (h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;

**2. Terms of work**

2.1 Workers on an EPWP are employed on temporary basis.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



- 2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on an EPWP.
- 2.3 Employment on a EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act No 30 of 1966.

## Clause

### 3 Normal hours of work

- 3.1 An employer may not set tasks or hours of work that require a worker to work:
- (a) More than forty hours in any week
  - (b) On more than five days in any week; and
  - (c) For more than eight hours on any day.
- 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

### 4 Meal break

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

### 5. Special conditions for security guards

- 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

### 6. Daily rest period

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Every worker is entitled to a daily rest period of at least twelve consecutive hours.

The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

## 7. Weekly rest period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

## Clause

## 8. Work on Sundays and public holidays

- 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 8.2 Work on Sundays is paid at the ordinary rate of pay.
- 8.3 A task-rated worker who works on a public holiday must be paid:
  - (a) The worker's daily task rate, if the worker works for less than four hours;
  - (b) Double the worker's daily task rate, if the worker works for more than four hours.
- 8.4 A time-rated worker who works on a public holiday must be paid:
  - (a) The worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
  - (c) Double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

## 9. Sick leave

- 9.1 Only workers who work more than 24 hours per month four or more days per week have the right to claim sick-pay in terms of this clause.
- 9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a Contract.
- 9.3 A worker may accumulate a maximum of twelve days sick leave in a year.
- 9.4 Accumulated sick leave may not be transferred from one Contract to another Contract.
- 9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- 9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.7 An employer must pay a worker sick pay on the worker's usual pay day.
- 9.8 Before paying sick pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is:
- (a) absent from work for more than two consecutive days; or
  - (b) absent from work on more than two occasions in any eight-week period.
- 9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorized to issue medical certificates indicating the duration and reason for incapacity.
- 9.10 A worker is not entitled to pay sick leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

## Clause

### 10 Maternity leave

- 10.1 A worker may take up to four consecutive month's unpaid maternity leave.
- 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5 A worker may begin maternity leave:
- (a) four weeks before the expected date of birth; or
  - (b) on an earlier date:
    - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
    - (ii) if agreed to between employer and worker; or

Contractor

Witness 1

Witness 2

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Witness 2



- (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.
- 11 Family responsibility leave**
- 11.1 Workers who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances:
- (a) when the employee's child is born;
  - (b) when the employee's child is sick;
  - (c) in the event of a death of:
    - (i) the employee's spouse or life partner;
    - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

## Clause

### 12 Statement of conditions

- 12.1 An employer must give a worker a statement containing the following details at the start of employment:
- (a) the employer's name and address and the name of the EPWP;
  - (b) the tasks or job that the worker is to perform; and
  - (c) the period for which the worker is hired or, if this is not certain, the expected duration of the Contract;
  - (d) the worker's rate of pay and how this is to be calculated.
  - (e) the training that the worker will receive during the EPWP.
- 12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 12.3 An employer must supply each worker with a copy of these conditions of employment.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





### 13 Keeping records

13.1 Every employer must keep a written record of at least the following:

- (a) the worker's name and position;
- (b) copy of an acceptable worker identification;
- (c) in the case of a task-rated worker, the number of tasks completed by the worker;
- (d) in the case of a time-rated worker, the time worked by the worker;
- (e) payments made to each worker.

13.2 The employer must keep this record for a period of at least three years after the completion of the EPWP.

### 14 Payment

14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

14.2 A worker may not be paid less than the minimum EPWP wage rate per day or per task as per the Ministerial Determined sector rate for the EPWP which is reviewed each year.

14.3 A task-rated worker will only be paid for tasks that have been completed.

14.4 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the Contractor having submitted an invoice to the employer.

14.5 A time-rated worker will be paid at the end of each month.

14.6 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

14.7 Payment in cash or by cheque must take place:

- (a) at the workplace or at a place agreed to by the worker;
- (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (c) in a sealed envelope which becomes the property of the worker.

14.8 An employer must give a worker the following information in writing:

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- 14.9 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- 14.10 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.
15. Deductions
- 15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 15.4 An employer may not require or allow a worker to:
- (a) repay any payment except an overpayment previously made by the employer by mistake;
  - (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
  - (c) pay the employer or any other person for having been employed.

Clause

## 16 Health and safety

- 16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 16.2 A worker must:
- (a) work in a way that does not endanger his/her health and safety or that of any other person;
  - (b) obey any health and safety instruction;
  - (c) obey all health and safety rules of the EPWP;
  - (d) use any personal protective equipment or clothing issued by the employer;
  - (e) report any accident, near-miss incident or dangerous behavior by another person to their employer or manager.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## **17 Compensation for injuries and diseases**

- 17.1 It is the responsibility of the employers (other than a Contractor) to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases 1993, (Act No. 130 of 1993).
- 17.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- 17.3 The employer must report the accident or disease to the Compensation Commissioner.
- 17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

## **18 Termination**

- 18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 18.2 A worker will not receive severance pay on termination.
- 18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the Contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- 18.5 A worker who does not attend required training events, without good reason, will have terminated the Contract. However, the worker may be re- engaged if a position becomes available for the balance of the 24-month period.

Clause

## **19 Certificate of service**

- 19.1 On termination of employment, a worker is entitled to a certificate stating:
- (a) the worker's full name;
  - (b) the name and address of the employer;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- (c) the EPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the EPWP;
- (f) the period for which the worker worked on the EPWP;
- (g) any other information agreed on by the employer and worker."

*Add new sub clause 6.10.1.9:*

"6.10.1.9 Payment for the labour-intensive component of the Works

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the Works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such Works shall not relieve the Contractor in any way from his obligations either in Contract or in delict."

**END OF SECTION**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**Section C1.2**

**Annexure D: Agreement in Terms of the Occupational Health  
and Safety Act**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

THIS AGREEMENT made at .....

on this the ..... day of ..... in the year .....

between MALUTI-A-PHOFUNG [hereinafter called "the Employer"] of the one part, herein represented by .....

in his capacity as .....

and .....

[hereinafter called "the Mandatary"] of the other part, herein represented by .....

..... in  
his capacity as .....

WHEREAS the Employer is desirous that certain works be constructed, viz .....

*QWA-QWA FOOTBRIDGES (MONANTSA)*

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatary shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either
  - (a) the date of the Final Approval Certificate issued in terms of Clause 5.16.1 (GCC 2015) of the General Conditions of Contract [hereinafter referred to as "the GCC"], or
  - (b) the date of termination of the Contract in terms of Clauses 9.1, 9.2 or 9.3 (GCC 2015) of the GCC.
- 3 The Mandatary declares himself to be conversant with the following:
  - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act, 1993(Act No 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following sections of The Act:
    - (i) Section 8: General duties of employers to their employees;
    - (ii) Section 9: General duties of employers and self-employed persons to persons other than employees;
    - (iii) Section 37: Acts or omissions by employees or mandataries, and



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



- (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
- (b) The procedures and safety rules of the Employer as pertaining to the Mandatary and to all his subcontractors.
4. In addition to the requirements of Clause 8.4 (GCC 2015) of the GCC and all relevant requirements of the Contract, the Mandatary agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
5. The Mandatary is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
6. The Mandatary warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
7. The Mandatary undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- (a) The Mandatary shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatary shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatary obtains such approval and delegates any duty in terms of Section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
- (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatary to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
- (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Mandatary and/or his employees and/or his subcontractors.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FOR AND ON BEHALF OF THE EMPLOYER: .....

NAME 1 ..... 2 .....

SIGNED FOR AND ON BEHALF OF THE MANDATARY:

NAME 1 ..... 2.....

**END OF SECTION**





## Part C2

### Pricing Data

Contractor

Witness 1

Witness 2

Employer

Witness 1

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PRICING DATA

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END OF SECTION

Contractor

Witness 1

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Employer

Witness 1

Witness 2



## Section C2.1

### Pricing Instructions

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## PRICING INSTRUCTIONS

### 1. GENERAL

These pricing instructions provide the Tenderer with guidelines and requirements with regard to the completion of the bill of quantities. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Tenderer when developing his prices.

The bill of quantities shall be read with all the documents which form part of this Contract.

The following words have the meaning hereby assigned to them:

Unit: The Unit of measurement for each item of work in terms of the Scope of Work.

Quantity: The number of units for each item.

Rate: The payment per unit of work at which the tenderer tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Lump sum : An amount tendered for an item, the extend of which is described in the Pricing Instructions, Bill of Quantities or the Scope of Work but the quantity of work of which is not measured in any units.

### 2. PAY ITEMS

The method of measurement published by the South African Bureau of Standards in Clause 8 of the Standardized Specifications for Civil Engineering Construction (SABS 1200) is applicable, subject to the variations and amendments contained in section C3.6.1.

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail. Applicable Standard Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.

The item numbers appearing in the Bill of Quantities refer to the corresponding item number in the standard specifications or as amended in the Scope of Work. In the letter case, the item number is prefixed with the letter "B". The same applies to new clauses added to the standard specification.

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

m	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
k	=	kilometre	t	=	ton
m	=	square	No.	=	number
m	=	square	su	=	lump sum
ha	=	hectare	MN	=	meganeWT

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Contractor

Witness 1

Witness 2

Employer

Witness 1

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**MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**  
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**FOOTBRIDGES IN MONONTSA: BID NO: SCM/BID11/2023/2024**



m	=	cubic metre	MN.	=	meganewt
m	=	cubic	PC	=	Prime
l	=	litre	Pro	=	Provision
kl	=	kilolitre	%	=	per cent
M	=	megapascal	kW	=	kilowatt

### 3. QUANTITIES

- 3.1 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- 3.2 The quantities set out in the Bill of Quantities are the estimated quantities of the Works, and do not necessarily represent the actual amount of work to be done. The quantities certified for payment, and not the quantities given in the Bill of Quantities, shall be used for determining payments to the Contractor. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

### 4. RATES

- 4.1 The prices and rates to be inserted in the Bill of Quantities are to be full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 4.2 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the schedule.
- Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Bill of Quantities and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.
- 4.3 The Tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. The intention is that, although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item be actually required.
- 4.4 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.
- 4.5 The Tenderer shall not group together a number of items and tender one rate for such group of items.
- 4.6 All rates and sums of money quoted in the Bill of Quantities shall be in rand and whole cents.
- Fractions of a cent shall be discarded.
- 4.7 All prices and rates entered in the Bill of Quantities must be excluding Value Added Tax (VAT). VAT will be added last on the summary page of the Bill of Quantities.
- 4.8 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.
- 4.9 Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Documents, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts tendered for the items scheduled in the Bill of Quantities, and separate additional payments will not be made.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- 4.10 Those parts of the works to be constructed using labour-intensive methods are marked in the bill of quantities with the letters LI in a separate column against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a deviation from the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works. Where minimum labour intensity is specified by the design the contractor is expected to use their initiative to identify additional activities that can be done labour intensively in order to comply with the set minimum labour intensity target.
- 4.11 The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframes stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted. The client may institute a penalty relating to outstanding labour information.

The following information shall be maintained on site and submitted in electronic/hard copy formats:

- Certified ID copies of all locally employed labour
- Signed Contracts between the employer and the EPWP Participants
- Attendance Registers for the EPWP Participants
- Proof of Payment of EPWP Employees
- Monthly Reporting Template as per EPWP requirements

## END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## Section C2.2

### Bill of Quantities

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MALUTI-A-PHOFUNG LOCAL MUNICIPALITY  
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**PRICING DATA**



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**BILL OF QUANTITY TO BE INSERTED HERE**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## Section C2.3

### Calculations of Tender Sum

Contractor

Witness 1

Witness 2

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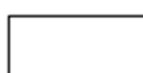
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<b>SUB TOTAL A</b>		
Plus: 10% CONTIGENCIES		
<b>SUB TOTAL B</b>		
Plus: 15% VALUE ADDED TAX (VAT)		
<b>TOTAL</b>	<b>R</b>	
<b>Completion Period</b>	.....	Months
<p>CONFIRM BID TOTAL IN WORDS: _____</p> <p>_____</p> <p>_____</p> <p style="margin-top: 20px;">BIDDERS SIGNATURE _____</p> <p style="margin-top: 10px;">WITNESS _____</p>		
<b>CARRY TOTAL IN FIGURES AND WORDS TO FORM OF OFFER AND COVER PAGE FOR TENDER OPENING PURPOSES</b>		



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2