



UPGRADING OF THE BOROLELO WATER STORAGE FACILITY

TENDER NUMBER: KRLM/TEC/BID: 04/2022-2023

VOLUME 1

THE TENDER

CLOSING DATE: 30 August 2022

CLOSING TIME: 12h00

ISSUED BY (EMPLOYER)

Supply Chain Management Unit
Kgetlengrivier Local Municipality
P.O Box 66
KOSTER
0348

COMPILED BY (EMPLOYER'S AGENT)

MwB Consulting Engineers
204 Beyers Naude Drive
Postnet Suite 4105
Private Bag X82323
RUSTENBURG
0300

Tender Queries:

Contact Name: Mr. O Madisa
Telephone: (014) 543 2004
E-mail: otsile.madisa@gmail.com

Technical Queries:

Contact Name: Mr Marx Jordaan
Tel: (014) 592-8504
E-mail: marxj@mwbgroun.net

NAME OF TENDERER:

TENDER OFFER: R.....VAT Incl.



UPGRADING OF THE BOROLELO WATER STORAGE FACILITY

VOLUME 1

TENDER NUMBER: KRLM/TEC/BID: 04/2022-2023

Name of Tendering Entity	
Name of Tendering Entity Representative	
Physical and postal Address of Tendering Entity	
Contact Details of Tendering Entities Representative	Tel.
	Cell.
	E-mail:
Contact Details of Tendering Entities' Representative	Tel.
	Cell.
	E-mail:
Tender Amount carried from Form of Offer (incl. VAT)	R _____ (incl. VAT)
CIDB Grading	
Company Registration No.	

Prepared for:

Kgetlengrivier Local Municipality
PO Box 66
Koster
0348

Prepared by:

MwB Consulting Engineers (Pty) Ltd
Post Net Suite 4105
Private Bag X82323
RUSTENBURG
0300

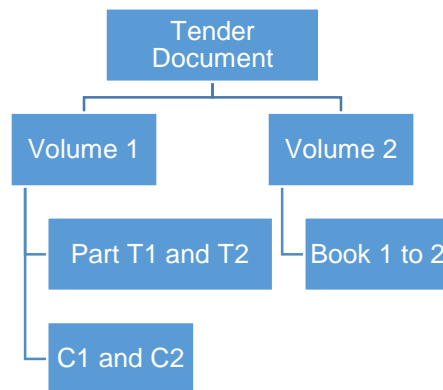


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TENDER NUMBER: KRLM/TEC/BID: 04/2022-2023

FOREWORD

The tender documentation consists of two volumes, i.e.:



The **TENDER** consists of two parts bound into **VOLUME 1**, namely:

- **PART T1: Tendering Procedures**

This part contains the Tender Enquiry Notice describing the nature of construction works required, as well as the Tender Data outlining the conditions of tender to be complied with by every entity submitting a tender.

- **PART T2 : Returnable Documents**

This part contains the returnable schedules and forms to be completed by each tenderer for the purpose of evaluating tenders and which will subsequently form part of the contract between the successful tenderer and the Employer.

The **CONTRACT** consists of **PART C1: Agreements and Contract Data** and **PART C2: Pricing Data**. These parts being returnable documents, will also be bound into Volume 1.


Part C3 and C4 are in **VOLUME 2**, namely:

- **Book 1 - Scope of Works, Project and Particular Specifications, Site Information**
- **Book 2 - Particular Works Specifications**
- **Book 3 – Tender Drawings**

NOTE

Tenderers are to complete all the pages in the various volumes forming part of the tender documentation and submit all certificates and documentation requested on such pages.

<p style="text-align: center;">KGETLENGRIVIER LOCAL MUNICIPALITY</p> <p style="text-align: center;">TENDER NUMBER: KRLM/TEC/BID: 04/2022-2023</p> <p style="text-align: center;">UPGRADING OF THE BOROLELO WATER STORAGE FACILITY</p>	
Contents	
Number	Heading
Volume 1: THE TENDER	
Part T1: Tendering procedures	
T1.1	Tender notice and invitation to tender
T1.2	Tender data
Part T2: Returnable documents	
T2.1	List of returnable documents
T2.2	Returnable schedules
Volume 1: THE CONTRACT	
Part C1: Agreements and Contract data	
C1.1	Form of offer and acceptance
C1.2	Contract data Part 1 – Data by the <i>Employer</i> Part 2 – Data by the <i>Contractor</i>
C1.3	Performance bond
Part C2: Pricing data	
C2.1	Pricing assumptions
C2.2	Bill of quantities
Volume 2	
Book 1	Scope of Works, Project and Particular Specifications, Site Information
Book 2	Particular Works Specifications
Book 3	Tender Drawings

	KGETLENGRIVIER LOCAL MUNICIPALITY
	TENDER NUMBER: KRLM/TEC/BID: 04/2022-2023
	UPGRADING OF THE BOROLELO WATER STORAGE FACILITY

PART T1. THE TENDER

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Kgetlengrivier Local Municipality invites tenders for the construction of a 500 m³ sectional steel storage facility in Borolelo. The main contractor will tender to construct the dwarf walls and pipe works and assist the reservoir subcontractor to erect the sectional steel reservoir.

Tenderers should have a CIDB contractor grading of **3CE**. Tenderers who satisfy criteria stated in the Tender Data may submit tender offers.

Preferences are offered to tenderers on Broad Based Black Economic Empowerment Status.

Bid documents containing of tenders as well as pre-qualification criteria and administrative requirement will be available from **11 August 2022** from **07h30 to 15h00 (Mondays to Fridays)** at the offices of Kgetlengrivier Local Municipality Cashier, corner Smuts and De Wet street, Koster

A non-refundable deposit of **R1000.00** will be charged for each set of documents issued. All payments and deposits are to be made in the currency of the Republic of South Africa. Cash or bank guaranteed cheques made out of **Kgetlengrivier Local Municipality** will be accepted. Tender deposit must be paid in at cashier of the Municipality quoting tender number as indicated above or the payment must be deposited to Kgetlengrivier Local Municipality bank account number :1700000032 Absa Bank or can be downloaded on the E-Tender portal for free.

Duly completed bids and supporting documents must be deposited in the bid box situated at the Kgetlengrivier Local Municipality office, corner Smuts and De Wet Street, Koster, not later than the stipulated time and dates, whereby tenders will be opened in public.


Queries relating to the issue of tender documents may be addressed to Ms Sonto Ntshangase, e-mail ntshangases@kgetlengrivier.gov.za or Tel Number: 014 543 2004/5/6.

The Kgetlengrivier Local Municipality is not compelled to accept the lowest or any tender. No late, faxed, e-mail or telephonic tenders will be accepted.

NOTE: Successful bidders will be subjected to Security Check.

Tenders may only be submitted on the tender documentation that is issued.

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

	KGETLENGRIVIER LOCAL MUNICIPALITY	
	TENDER NUMBER: KRLM/TEC/BID: 04/2022-2023	
	UPGRADING OF THE BOROLELO WATER STORAGE FACILITY	

T1.2 TENDER DATA

The conditions of tender are the latest edition of Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement as published in the Government Gazette (See www.cidb.org.za).

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 number	Tender Data						
F.1.1	The employer is Kgetlengrivier Local Municipality .						
F.1.2	<p>The Tender Documents issued by the Employer comprise the following documents:</p> <p>Volume 1: THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p>Volume 1: THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>Part 1 – Data by the Employer</p> <p>Part 2 – Data by the Contractor</p> <p>C1.3 Performance bond</p> <p>Part C2: Pricing data</p> <p>C2.1 Pricing assumptions</p> <p>C2.2 Bill of quantities</p> <p>Volume 2</p> <p>Book 1 Scope of Works, Project and Particular Specifications, Site Information</p> <p>Book 2 Particular Works Specifications</p> <p>Book 3 Tender Drawings</p>						
F.1.4	<p>The Employer's Agent is: MwB Consulting Engineers Pty Ltd, Mr Geetesh Daya</p> <table border="1"> <tr> <td>Address</td> <td>204 Beyers Naude Street, Rustenburg, 0299</td> </tr> <tr> <td>Postal Address</td> <td>Postnet Suite 4105, Private Bag X82323, Rustenburg, 0300</td> </tr> <tr> <td>Tel No</td> <td>014 592 8504</td> </tr> </table>	Address	204 Beyers Naude Street, Rustenburg, 0299	Postal Address	Postnet Suite 4105, Private Bag X82323, Rustenburg, 0300	Tel No	014 592 8504
Address	204 Beyers Naude Street, Rustenburg, 0299						
Postal Address	Postnet Suite 4105, Private Bag X82323, Rustenburg, 0300						
Tel No	014 592 8504						

F.2.1	<p>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:</p> <ul style="list-style-type: none"> • Only tenderers that score above the minimum threshold of 70% of the maximum points for Quality, identified under the Quality Evaluation Schedule, will be considered. • Only tenderers that can demonstrate their compliance with Occupational Health and Safety requirements of the Construction Regulations will be considered. • Only tenderers that are in good standing with the compensation commissioner, (or alternative authority) will be considered.
F.2.1	<p>Only tenderers registered with the CIDB are eligible to have their tenders evaluated. Further only contractors who have 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) of 25(7A) of the Construction Industry Development Regulations, for a CE class (4CE or above) of construction work will be considered.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB. 2. the lead partner has a contractor grading designation in the CE class (4CE or above) of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CE class (4CE or above) of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations.
F.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to, and tenders will be evaluated from only those tendering entities appearing on the attendance list.</p>
F.2.12	<p>If tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, if the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs in confirming the acceptability of the detailed design.</p>
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus NIL copies.
F.2.13.5 F.2.15.1	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package. The location of tender box, physical address and identification details of the tender are detailed in the Tender Notice and Invitation to Tender .
F.2.13.9	Telephonic, telegraphic, or e-mailed tender offers will not be accepted.
F.2.15	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p> <p>No late tender submissions will be accepted.</p>
F.2.16	The tender offer validity period is 120 calendar days .

F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.19	Access shall be provided for the following inspections, tests, and analysis: <ul style="list-style-type: none"> • None
F.2.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document
F.2.22	Return all retained tender documents within 28 days after the expiry of the validity period
F.2.23	The tenderer is required to submit with his tender: <ol style="list-style-type: none"> 1) An original or a certified copy of a valid Tax Clearance Certificate and pin number as issued by the South African Revenue Services. 2) Company registration documentation from CIPRO.
F.3.1.1	The Employer will respond to requests for clarification received up to 10 working days before the tender closing time.
F.3.2	The employer shall issue addenda until 5 working days before tender closing time.
F.3.4	Tenders will be opened immediately after the closing time for tenders.
F.3.11.3	<p>The procedure for the evaluation of responsive tenders is Method 2</p> <p>The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of W_1 is:</p> <ol style="list-style-type: none"> 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value more than R50 000 000 or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000. <p>Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p>

F.3.11.9	The quality criteria and maximum score in respect of each of the criteria are detailed below.		
		Minimum points	Maximum points
	Schedule 1: Experience of the tenderer in the construction of reinforced concrete structures and steel pipe works	20	25
	<i>The scoring of the tenderer's experience will be as follows:</i>		
	Score 0	Tenderer has submitted no information or inadequate information to determine scoring level.	
	Score 10	Tenderer has completed at least two projects involving the construction of water storage facilities	
	Score 20	Tenderer has completed at least three projects involving the construction of water storage facilities	
	Score 25	Tenderer has completed at least four projects involving the construction of water storage facilities	
		Minimum points	Maximum points
	Schedule 2: Proposed Methodology	13	15
	If the tenderer provided a clear detailed description and understanding of the works with reasonable timeframes.	15	
	The tenderer did not clearly provide detailed description and understanding of the works with reasonable timeframes.	0	
		Minimum points	Maximum points
	Schedule 3: Proposed programme	2	5
	Scoring will be as follows: <ul style="list-style-type: none"> If the tenderer can convince the evaluator that there is some Programme logic and sequencing in the proposed programme – 5 points. If not – 0 points 		
		Minimum points	Maximum points
	Schedule 4: Experience of Key Personnel: Senior Engineer/Technologist Team Leader	10	15
	1x Senior Engineer/Technologist Team Leader (BEng/BTech), with ECSA or similar approved and Labour-Intensive Certificate NQF Level 5. <ul style="list-style-type: none"> 3 years' experience or above =10 Points; 1-2 years' experience =5 Points; ECSA registered = 5 points 		
		Minimum points	Maximum points
	Schedule 4.1: Experience of Key Personnel: Contractor's Foreman/Technician	5	10
	1x Technician (Diploma) (Attach Certified copies) and Labour-Intensive Certificate NQF Level 5.		
	<ul style="list-style-type: none"> 3 years' experience or above =10 Points; 1-2 years' experience =5 Points; 		
		Minimum points	Maximum points
	Schedule 5: Locality	10	15
	Companies registered within the district, (Attach Proof of Company Address)		
	Within District Area =15 Points; Within Province =10 Points; Outside Province =5 Points;		
		Minimum points	Maximum points
	Schedule 6: Plant and Equipment Availability	10	15
	TLB or Excavator= 7.5 Points (Attach proof of ownership=7.5 Points or rental agreement=5 Points) Heavy truck= 7.5 Points (Attach proof of ownership=7.5 Points or rental agreement=5 Points)		
	Maximum possible score for quality (M_s)	70	100

Tender

Part T1: Tendering procedures

5


Quality procedures scored by not less than three evaluators in accordance with the following schedule

T1.2

Tender Data

- Schedule 1: Experience of the tenderer in the construction of reinforced concrete structures and steel pipe works
- Schedule 2: Proposed Methodology
- Schedule 3: Proposed programme

F.3.13	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) The tenderer submits an original valid Tax Clearance Certificate issued by the South African Revenue Services, South African Revenue Service PIN number or arranged to meet outstanding tax obligations. b) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document. c) The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. d) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. e) the tenderer has not: <ul style="list-style-type: none"> I. Abused the Employer's Supply Chain Management System; or II. Failed to perform on any previous contract and has been given a written notice to this effect. f) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process. g) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer. h) The employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. i) The contractor signs the "Local Content Declaration". All manufactured goods which are listed within the "National Treasury Designated Sector Instructions" shall comply with a minimum threshold as stipulated by the Department of Trade and Industry. j) Acknowledgement of Addendums by the tenderer.
F.3.17	<p>The number of paper copies of the signed contract to be provided by the employer is "one".</p>
	<p>Stages of Evaluation</p> <p>Stage 1 – Responsiveness</p> <p>During this stage, the Tenderer will be evaluated on responsiveness. The ability to provide all required data as stipulated by the tender document T.2.1. If the Tenderer does not meet all requirements as specified in Stage 1 evaluation, the tender will not be evaluated any further.</p> <p>The main contractor must subcontract or procure a minimum of 30% of the turnover of the project to local contractors and businesses. This includes amongst others all local procurement, labour, etc. Subcontracting, as specified is compulsory, hence no points are attributed in meeting the requirement. Note: Tenders not meeting this minimum under local content will be automatically disqualified.</p> <p>Stage 2 – Quality Criteria</p> <p>During the stage, the Tenderer will be evaluated according to the Quality criteria as stipulated in F 3.11.9 Any tenderer that does not score this minimum threshold will not be considered.</p> <p>Stage 3 – Price and Preference</p> <p>During this stage tenderers will be ranked according to their price and preference score as stipulated in F 3.11.3</p>

	KGETLENGRIVIER LOCAL MUNICIPALITY
	TENDER NUMBER: KRLM/TEC/BID: 04/2022-2023
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PART T2 RETURNABLE DOCUMENTS

T.2.1 LIST OF RETURNABLE DOCUMENTS

Checklist for Returnable documents is a list compiled for tenderers to check if all required documentation has been submitted.

The Tenderer's attention is drawn to the eligibility criteria which require the tenderer to provide the required evidence in their tender submissions to be eligible to have their tenders evaluated.
Tenderers who fail to provide the required documentation will not have their tenders evaluated.

Failure to sign the form of offer and acceptance will render the tender "non-responsive"

Tenderers to complete this checklist to ensure that all information in the Tender Document is completed, included, and read by the Tenderer.

Page	Ref	Description	Completed/ Included/ Read
Notes		All pages are to be signed by the Tenderer (Authorised Person)	
		Correct Tender Offer Amount on BOQ must be carried forward to the Tender Cover Page and Form of Offer (Pages C1.1) and it must be signed.	
Schedules for Tender Evaluation Purposes for Stage 1 Evaluation (failure to provide any of the following documents listed for Stage 1 will render the tender “non-responsive”)			
	T2.1	Proof of company registration in terms of the Companies Act (Including ID documents and Agreements)	
	T2.1	Letter from the financial institution where the bidder’s business account is held indicating their financial standing in the form of a bank rating. Minimum rating of “C” is required to be deemed eligible for this tender	
	T2.1	Letter of Intent to provide a Performance Guarantee	
	T2.1	An original valid Tax Clearance Certificate issued by the South African Revenue Services or SARS Pin number	
	T2.1	Bidder to be registered to the Central Supply Database	
	T2.1	Proof of CIDB Registration	
	T2.1	Verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE	
	T2.1	A letter of good standing from the Compensation Fund or a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Disease Act, 1993 (Act No. 130 of 1993)	
	T2.1	Proof of Workman’s compensation	
	T2.1	Unemployment Insurance Fund (UIF) Registration	
	T2.1	A draft health and safety plan for the proposed works or a copy of a recent health and safety plan for works of a similar nature.	
15	T2.2	Record of Addenda to Tender Documents	
12	T2.2	Compulsory Enterprise Questionnaire	

16	T2.2	SBD 4 Declaration of interest	
19	T2.2	Proposed amendments and qualifications	
20	T2.2	Certificate of Authority for Joint Ventures	
22	T2.2	SBD 5 The National Industrial Participation Programme	
25	T2.2	SBD 6.1 Preferencing Schedule: Broad Based Black Economic Empowerment Status	
32	T2.2	SBD 8 Declaration of bidder's past supply chain management practices	
33	T2.2	SBD 9 Certificate of independent bid determination	
Schedules for Tender Evaluation Purposes for stages 2 and 3 evaluations			
	T2.2	Schedule 1: Experience of the tenderer in the construction of reinforced concrete structures and steel pipe works Schedule 2: Proposed Methodology Schedule 3: Proposed Programme Schedule 4: Experience of Key Personnel: Senior Engineer/Technologist Team Leader Schedule 4.1: Experience of Key Personnel: Contractor's Foreman/Technician Schedule 5: Locality Schedule 6: Plant and Equipment (Compulsory to provide info but not scored)	
		Contract Data	
57	C1.1	Form of offer and acceptance	
59	C1.1	Schedule of Deviations	
60	C1.2	Contract Data	
73	C2.2	Pricing Data (Bill of Quantities)	

***Note: If any of the documents indicated in the above checklist is not present / signed or correct in terms of the stated requirements the tender will be deemed nonresponsive.**

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this checklist are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Enterprise name

T2.2 Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Name of contact person for the purpose of this tender:

Email: **Postal address.**

.....

Telephone: **Physical address**

Fax:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number:

Section 4: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 5: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director or voting members of a company established in terms of the Companies Act, 2008 (Act 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984), who jointly and severally with his other partners, co-directors or co-members, as the case may be, bears the risk of business and takes responsibility for the management and liabilities of the partnership, company, or close corporation

Full name of principal	Identity number	Personal income tax reference number	State employee number / Personal number

Attach separate page if necessary

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

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

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

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service (Tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary

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

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

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

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

*Insert separate page if necessary.

Section 8: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ Yes ☐ No (Tick appropriate box)

If yes, provide particulars (interest separate page if necessary)

Section 9: Declaration

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

- i. neither the name of the tendering entity or any of its principals appears on:
 - a. the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
 - b. National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii. neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa).
- iii. any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment.
- iv. the tendering entity is not associated, linked, or involved with any other tendering entities submitting tender offers.
- v. has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender.
- vi. has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- vii. the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____

Date _____

Name _____

Position _____

Enterprise name _____

NOTE: 1

The CIDB Standard Conditions of Tender prohibits anticompetitive practices (clause F1.1.1) and requires that tenderers avoid conflicts of interest (clause F.1.1.2), only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (F2.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause F.13.1). Clause F.3.7 also empowers the Employer to disqualify any tenderer who engage in fraudulent and corrupt practice. Clause F1.1.1 also requires tenderers to comply with all legal obligations.

NOTE: 2

Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act (Act No. 12 of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 3

The Competitions Act (Act 89 of 1998) prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. It also prohibits restrictive vertical practices.

T2.2 Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been considered in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. To give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹ "State" means –

- (a) 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).
- (b) any municipality or municipal entity.
- (c) provincial legislature.
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder YES / NO
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person
connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

.....
.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Proposed amendments and qualifications.

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

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

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

Certificate of Authority for Joint Ventures

Note: This Returnable Schedule is to be completed by joint ventures.

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

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

Preferencing schedule: Broad Based Black Economic Empowerment Status**SBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017****1.1.1.1**

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

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

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

2..1 “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of a contract.
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state.
- 2.9 **“EME”** means any enterprise with an annual total revenue of R10 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, considering, among other factors, the quality, reliability, viability, and durability of a service and the technical capacity and ability of a bidder.
- 2.12 **“non-firm prices”** means all prices other than “firm” prices.
- 2.13 **“person”** includes a juristic person.
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations and includes all applicable taxes and excise duties.
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007.
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis considering all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 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 comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
4	10
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium, or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 30% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 30% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person

concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

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

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?.....
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATIONS WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process.
 - (b) recover costs, losses or damages it has incurred or suffered because of that person's conduct.
 - (c) cancel the contract and claim any damages which it has suffered because of having to make less favourable arrangements due to such cancellation.
 - (d) restrict the bidder or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....

ADDRESS:.....

.....
.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system.
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **To give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	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 (www.treasury.gov.za) 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 outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any 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"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation.
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities, or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Schedule 6: Plant and Equipment

The following are lists of major items of relevant equipment that the Tenderer presently own or lease and will be available for this contract or will be acquired/hire for this contract if my/our Tender is accepted.

[illegible]

***Attach additional pages if more space is required.**

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Name of Site Forman: _____


Signed: _____

Date: _____

Name: _____

Position:

Tenderer: _____

	KGETLENGRIVIER LOCAL MUNICIPALITY
	TENDER NUMBER: KRLM/TEC/BID: 04/2022-2023
	UPGRADING OF THE BOROLELO WATER STORAGE FACILITY

C1.1 FORM OF OFFER AND ACCEPTANCE

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the provision of works as described in Part 1 of the Contract Data.

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions 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 VAT IS:

(in words)Rand;

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 including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, 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

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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 Form of Offer and Acceptance)
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 the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable 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 Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of 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 securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Name &
signature of
witness

Date:

Schedule of Deviations

Note: All deviations from specified items, materials, valves, etc must be declared in this document and referred to the relevant item in the BoQ. Failure to supply this information grants the Client the right to enforce the use and installation of specified items.

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

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

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

Signed	Date
Name	Position
Tenderer .....	.....



KGETLENGRIVIER LOCAL MUNICIPALITY

TENDER NUMBER: KRLM/TEC/BID: 04/2022-2023

UPGRADING OF THE BOROLELO WATER STORAGE FACILITY

PART C1.2 CONTRACT DATA

CONTRACT DATA FOR “UPGRADING OF THE BOROLELO WATER STORAGE FACILITY”

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, Third Edition (2015) published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za.

CONTRACT SPECIFIC DATA

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

SAICE published documentation to be read with GCC 2015 “Dealing with the effects of COVID-19 in the ambit of the SAICE Suite of GCC Contracts”. For the purposes of this contract, payment items were devised, and these are described in PS 22 in Book 1, Volume 2.

Compulsory Data

Clause 1.1.1.13:

The Defects Liability Period is 12 months

Clause 1.1.1.14:

The time for achieving Practical Completion is not specified but will be tendered by the contractor and thereafter enforced.

Practical completion entails the following to be completed:

- Reservoir be cleansed and disinfected as per specification
- Reservoir be tested for water tightness and the reservoir passed the test.

Final completion entails the following:

- The Client’s Representative signs off on all possible snags identified

The times for achieving Practical Completion for the portions as set out in the Scope of Work are – na

The time for achieving Practical Completion of the whole of the Works is – na

Clause 1.1.1.15:

The name of the Employer is Kgetlengrivier Local Municipality

Clause 1.2.1.2:

The address of the Employer

Address	Cnr Smuts & De Wit Streets, Koster
Postal Address	PO Box 66; Koster; 0348
Tel No	014 543 2004
Contact person	Mr O Madisa

Clause 1.1.1.16:

The name of the Employer's Agent is: MwB CONSULTING ENGINEERS (Pty) Ltd

Clause 1.2.1.2:

The address of the Employer's Agent

Address	204 Beyers Naude Drive, Rustenburg, 0299
Postal Address	Postnet Suite 4105, Private Bag X82323, Rustenburg, 0300
Tel No	014-592 8504
Contact person	Marx Jordaan PrEng; PrCPM

Clause 1.1.1.26:

The Pricing Strategy is **Re-measurement Contract**

Clauses 5.1.1 and 5.8.1:

The non-working days are as follows:

- The non-working days are Saturdays and Sundays.
- The special non-working days are public holidays as promulgated in South Africa.
- The "Builders Holidays" during December and January

Clause 5.3.1:

The documentation required before commencing with the Works are:

1. Health and Safety Plan (refer to clause 4.3)
2. Initial program (refer to clause 5.6)
3. Security (refer to clause 6.2)
4. Insurance (refer to clause 8.6)
5. Approval to commence construction work (from DoL) in terms of OHS Act

Clause 5.3.2:

The time to submit the documentation required before commencement of the Works is 14 days.

Clause 5.3.3:**Additional information**

The client can only commence with the application for a Construction Work Permit on receipt of some documentation required from the appointed contractor. Application and the issue of this permit, by the Department of Labour, can take as much as 45 days. The Contractor is afforded the opportunity to tender for "standing time" between the submitting date of the Contract Documentation to the Employer's Agent and the Employer's Agent's instruction to commence carrying out the Works. This period will not be measured but will be tendered as "sum". The contract period will commence on the day of official handover of the site.

Clause 5.12.2.2:

Abnormal climatic conditions

Add the following:

Extension of time due to Abnormal Rainfall

Extension of time for completion of the contract shall be allowed in the event of abnormal rainfall in accordance with the formula provided in Part 3: Additional conditions of contract.

Clause 5.13.1:

The penalty for failing to complete the Works is R5000 per calendar day

The penalty for failing to complete portion 1, as set out in the Scope of Work, is – NA

The penalty for failing to complete the whole of the works is – The surety will be withheld until completion and signing of the practical completion certificate.

Clause 5.14.1:

The requirements for achieving Practical Completion are a functional pipeline and pumping station that can transfer the specified volume of water at the specified rate to the Tlhabane Reservoir without interruptions of more than 1 hour per day.

The requirements for achieving Practical Completion for portion 1, as set out in the Scope of Work, are - NA

The project shall be completed in its entirety within the tendered construction period.

Clause 5.16.3:

The latent defects period is – 10 years

Clause 6.5.1.2.3:

The percentage allowance on the net cost of materials actually used in the completed work is – NA

The percentage allowance on the gross remuneration of the workmen and foremen actually engaged is – NA

Clause 6.10.1.5:

The percentage advance on materials not yet built into the Permanent Works is – 80%

The percentage advance on Plant not yet supplied to Site is – Nil

Clause 6.10.3:

The limit of retention money is 10% of project value.

Clause 8.6.1.1.2:

The value of Plant and materials supplied by the Employer to be included in the insurance sum is Nil

Clause 8.6.1.1.3:

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is 15% of the project value.

Clause 8.6.1.3:

The limit of indemnity for liability insurance is R50 million

Clause 10.5.3

The number of Adjudication Board Members to be appointed is - **one**

Optional data

Clause 1.3.2:

The governing law for this contract is the Law of the Republic of South Africa.

Clause 1.3.3:

The language of the Contract and for written communications is English (South Africa).

Clause 3.2.3:

The Employer's Agent shall obtain the specific approval of the Employer before carrying out any of his functions or duties according to the following Clauses of the General Conditions of Contract:

1. Clause - NA

Clause 5.4.2:

The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.

Clause 6.8.2:

Not Applicable – The project will be a fixed price contract and escalation will not be applicable.

Clause 8.6.1:

No special insurances will be required.

Clause 8.6.1.2:

A Coupon Policy for Special Risks Insurance issued by SASRIA not required.

Clause 8.6.1.4:

The Contractor shall effect and maintain ground support insurance as set out in the Scope of Works.

Clause 8.6.1.5:

In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required - NA

Clause 8.6.5:

The insurances shall be effected with an insurance company registered in the RSA.

Clause 10.5.1:

Dispute resolution shall be by standing adjudication.

Clause 10.7.1:

The determination of disputes shall be by arbitration.

PART 2: DATA PROVIDED BY THE CONTRACTOR**Clause 1.1.1.9:**

The name of the Contractor is –

Clause 1.2.1.2:

The address of the Contractor is:

The Contractor's address is:

Address	
Postal Address	
Tel No	
Contact person	

Clause 1.1.1.14:

The time for achieving Practical Completion isweeks or.....months

The times for achieving Practical Completion for the portions as set out in the Scope of Work are:

For portion 1 within - NA

The time for achieving Practical Completion of the whole of the Works is - NA

Clause 6.2.1:

The security to be provided by the Contractor shall be one of the following:

Type of security (VAT Exclusive)	Contractor's choice (Yes / No)
Cash deposit of ...% of the Contract Sum	NA
Fixed Performance Guarantee of ...% of the Contract Sum	NA
Variable Performance Guarantee of ...% of the Contract Sum for the first period and...% of the Contract Sum for the second period.	NA
Retention of ...% of the value of the Works	NA
Cash deposit of ...% of the contract sum plus retention of ...% of the value of the works	NA
Fixed performance Guarantee of 10% of the Contract Sum plus retention of 5% of the value of the Works	YES
Variable Performance Guarantee of ...% of the Contract Sum for the first period and ...% of the Contract Sum for the second period plus retention of ...% of the	NA

value of the Works	
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Clause 6.5.1.2.3:

The percentage allowance on the net cost of materials actually used in the completed work is

The percentage allowance on the gross remuneration of the workmen and foremen actually engaged is

Clause 6.8.3:

The variation in cost of special materials is: - NA

Type of special material	Unit	Rate or Price

Part 3: Additional conditions of contract

The *additional conditions of contract* are:

Tax invoices

Add the following clauses to clause 51

The Contractor's invoice.

- 51.5 The Contractor submits original valid tax invoices of the Contractor satisfying the requirements of the Works Information one week after receiving a payment certificate from the Client's representative in terms of clause 6.10.1.
- 51.6 Where the Contractor does not submit his valid tax certificate within the time required, the period within which payment is made in terms of clause 6.10.1. is extended by the length of time from the date when the Contractor should have submitted his valid tax invoice to the date when he does submit it.
-

Selection and appointment of the *Adjudicator*

Amend the clause as follows:

Within 14 days after declaring a dispute and if the Adjudicator was not yet appointed with a previous dispute, the notifying Party notifies the other Party of the names of two persons he has chosen from the SAICE Panel of Adjudicators, whose availability to act as the Adjudicator the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the Adjudicator within four days of receiving the notice, failing which the person chosen by the notifying Party will be the Adjudicator for the Contract. The Parties appoint the selected Adjudicator under an appropriate contract within 14 days.

Should the parties not agree on a person to act as Adjudicator, the notifying Party will request the President of SAICE to nominate a suitable person.

Acts or omissions by mandatories

In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the Contractor hereby agrees that the Employer is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the Contractor and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the Employer and the Contractor contemplated in section 37(2).

Prices for imported content

The exchange rate is a rate published on the website <http://www.xe.com/currencytables/>

The Contractor identifies those items in the Pricing Schedule that have an imported content of 40% or more, and which require adjustment due to exchange rate fluctuations. The Contractor states the amounts included in the Prices for these items purchased in a foreign currency and declares the currency for such amounts in the Contract Data and identifies these items from the Pricing Schedule on a separate exchange rate fluctuation schedule.

The Prices for these identified items are adjusted on the date of delivery by multiplying them by the relevant exchange rate 30 days prior to the closing date of tenders and dividing them by the relevant exchange rate on the date of delivery.

Contract Participation Goal: Engagement of Targeted Enterprises in the performance of the Contract

Participation of Targeted Enterprises in the performance of the contract will be measured utilising the provisions of SABS10845-5:2015. The tendered Contract Participation Goal must be achieved, failing which sanctions will be imposed to 1.5 times the envisaged benefit, based on the actual Contract Participation Goal achieved.

Monthly reports on progress towards the Contract Participation Goal will be included in the interim payment certificate claims submitted by the contractor.

Abnormal Climatic Conditions

Add the following to sub-clause 5.12.2.2 abnormal climatic conditions:

“Normal rainfall is not regarded as “abnormal climatic conditions” which entitles the Contractor to extension of time. Allowance for normal rainfall shall be deemed to have been made in his tendered rates, prices, and programme. Extension of time for abnormal rainfall will be managed according to the formula below:

$$V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$$

Where:

- V = Extension of time in calendar days in respect of the calendar month under consideration.
- Nw = Actual number of days during the calendar month on which a rainfall of Y mm or more has been recorded.
- Nn = Average number of days, as derived from existing rainfall records, on which a rainfall of Y mm or more has been recorded for the calendar month.
- Rw = Actual rainfall in mm recorded for the calendar month under consideration.
- Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records.

The factor (Nw - Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Y mm. The factor (Rw - Rn)/X shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed Y mm but wet conditions prevented or disrupted work.

For the purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the Appendix and/or the Specifications.

The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total be negative the time for completion shall not be reduced. Extension of time for part of a month shall be calculated using pro rata values of Nn and Rn.

Any extension of time granted in terms of this Clause will not be cause for additional payment.

This formula does not take account of flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.

The values of X, Y, Nn and Rn to be used in above-mentioned formula are as follows:

X = 20 mm & Y = 10 mm

The rainfall data applicable to the site is available from **World Weather Online .com**

**KGETLENGRIVIER LOCAL MUNICIPALITY**

TENDER NUMBER: KRLM/TEC/BID: 04/2022-2023

UPGRADING OF THE BOROLELO STORAGE FACILITY**PART C1.3 PRO FORMA PERFORMANCE GUARANTEE (FOR USE WITH GCC 2015)**

(to be reproduced exactly as shown below on the letterhead of the Institution providing the Bond / Guarantee)

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:	<i>(Insert name of Guarantor)</i> , a company registered in accordance with the laws of the Republic of South Africa under Registration No <i>(insert registration number)</i> .
Physical address:	<i>Insert Physical Address</i>
"Employer" means:	KGETLENGRIVIER LOCAL MUNICIPALITY , a company registered in accordance with the laws of the Republic of South Africa under Registration Number <i>(insert registration number)</i> .
"Contractor" means:	<i>(Insert name of Contractor)</i> , a company registered in accordance with the laws of the Republic of South Africa under Registration No <i>(insert registration number)</i> .
"Client's representative" means:	<i>(Insert name of Client's representative)</i> , a company registered in accordance with the laws of the Republic of South Africa under Registration No <i>(insert registration number)</i> .
"Works" means:	<i>[insert details from Contract Data part 1]</i>
"Site" means:	<i>[insert details from Site Information]</i>
"Contract" means:	The Agreement made on or about the day of, in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.
"Contract Sum" means:	The accepted amount inclusive of tax of R.....
Amount in words:	
"Guaranteed Sum" means:	The maximum aggregate amount of R
Amount in words:	

“Expiry Date” means:	<p>the earlier of:</p> <ul style="list-style-type: none"> the date that the Guarantor receives a notice from the Employer stating that Completion has been achieved and all notified Defects within two months of Completion have been corrected, or the date that the Guarantor issues a replacement Bond for such lesser or higher amount as may be required by the Employer.
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CONTRACT DETAILS

Client’s representative issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of 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 Client’s representative of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Client’s representative 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.
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 Client’s representative 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.
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 _____ on this _____ day of _____ 2021


For and on behalf of the Guarantor

Guarantor Signatories(s)

Name(s) (printed)

Witness(s)

Guarantor's stamp

	KGETLENGRIVIER LOCAL MUNICIPALITY
	TENDER NUMBER: KRLM/TEC/BID: 04/2022-2023
	UPGRADING OF THE BOROLELO STORAGE FACILITY

C.2.1 PRICING ASSUMPTIONS

C.2.1.1 General

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specification) and the Drawings.

The Tenderer is advised to check the number of pages and should any be found missing or in duplicate or the figures or writing indistinct or these Bill of Quantities contain any obvious errors, the Tenderer must inform the Client's representative at once and have it rectified. No liability whatsoever will be admitted in respect of errors due to the foregoing.

Should there be any doubt or obscurity as to the meaning of any item, the Tenderer must obtain an explanation of it, in writing, from the Client's representative. No claims for extras arising from any such doubt or obscurity will be admitted after delivery of the tender.

2.1.2 Quantities reflected in the Bill

The quantities given in the Bill of Quantities are the estimated quantities of work to be done and will be subject to re-measurement during the execution of the work. The Contractor shall obtain the Client's representative's detailed instructions for all work before ordering any materials or executing work or planning for it. Any additional works or any extension of work quantities over and above that contained in the Bill of Quantities shall be agreed before the work is completed in the form of an Extra Works Authorization in the case of additional works or a Change Order in the case of an increase in quantities, whichever is the applicable. All documentation must be signed by the Client's representative before the work is commenced and such additional works or increased quantities will not be paid for if certified for payment without the approved documentation.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities, and the contract price for the completed contract shall be computed at the relevant unit rates and prices, all in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings and Conditions of Contract, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

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

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

2.1.3 Pricing of the Bill of Quantities

All unit prices, extensions and totals must be filled in black ink and unit prices, extensions and totals submitted in electronic format will not be acceptable.

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items and shall include full compensation for all costs and expenses that may be required in and for the completion of the work and maintenance during the defects notification period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Reasonable unit rates and prices shall be entered in the Bill of Quantities as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

Each item shall be priced and extended to the "Total" column by the Tenderer, except for the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract and shall be reflected in the Bill of Quantities as having a nil rate or price.

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Total" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated and may be used at the discretion of the Client's representative.
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items, no quantities are given in the "Quantity" column, but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates, which the Employer may regard as unbalanced.

All rates and amounts quoted in the Bill of Quantities shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities.

2.1.4 Provisional Sums

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 45 of the General Conditions of Contract. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the stated provisional percentages and sums in the Summary of the Bill of Quantities, will not be permissible.

2.1.5 Correction of Entries

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry in black ink, and the alteration must be initialled by the Tenderer.

2.1.5 Arithmetical Errors

Arithmetical errors found in the Bill of Quantities because of faulty multiplication or addition will be corrected by the Client's representative at the tender evaluation stage, as set out in the Conditions of Tender F3.9.

2.1.6 Monthly Payments

Unless otherwise specified in the Specifications or Project Specifications, progress payments in Interim Certificates, referred to in Clause 49.1 of the General Conditions of Contract, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress instalments assessed by the Client's representative and based on the measure in which the work carried out relates to the extent of the work to be done by the Contractor.

2.1.7 Contingency

The sum provided under contingency in the Bill of Quantities is under the sole control of the Employer and may be deducted in whole or in part and shall only be expended by order of the Employer as Variation Order.

2.1.8 Defined terms

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

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

Provisional Sum: A budgetary amount that reflects the anticipated cost for a specific element of the works that is not yet defined in enough detail for tenderers to price. When the item is clearly defined, the contractor will be required to source a suitable subcontractor to perform these works or undertake them with in-house expertise. The costs entailed will first be approved by the Client's representative in consultation with the Employer.

2.1.9 Units of Measurement

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Abbreviations used in the Bill of Quantities, including some non-standard abbreviations, are as follows:

Nr	=	Number
mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton

kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum



KGETLENGRIVIER LOCAL MUNICIPALITY

TENDER NUMBER: KRLM/TEC/BID: 04/2022-2023

UPGRADING OF THE BOROLELO STORAGE FACILITY

C2.2 BILL OF QUANTITIES