



TSWAING LOCAL MUNICIPALITY

TENDER NO: SCM008/2022/23

**CONSTRUCTION OF A NEW COMMUNITY HALL AT
GANALAAGTE VILLAGE**

TENDER DOCUMENT

JANUARY 2024

ISSUED BY: TSWAING LOCAL MUNICIPALITY
P. O. BOX 24
DELAREYVILLE
2770
Contact: 053 948 0073

NAME OF TENDERER:
TENDERED AMOUNT:
CONTACT PERSON:
CONTACT NUMBER:
E-MAIL ADDRESS:
CIDB CRS NUMBER:
CSD MAAA NUMBER:

Tswaing Local Municipality



PROJECT NO: SCM008/2022/23

PROJECT DESCRIPTION: CONSTRUCTION OF A NEW COMMUNITY HALL AT GANALAAAGTE VILLAGE

PARTICULARS OF THE BIDDER						
NAME OF THE BIDDING OR TENDERING COMPANY/ENTITY						
POSTAL ADDRESS						
STREET ADDRESS (PHYICAL ADDRESS)						
E-MAIL ADDRESS						
TELEPHONE NUMBER (TELKOM LINE)						
CELLPHONE NUMBER						
ALTERNATIVE CELLPHONE NUMBER						
CIDB GRADING (MINIMUM 5CE)						
CIDB CRS NUMBER						
CENTRAL SUPPLIER DATABASE NUMBER OF THE BIDDING COMPANY						
CLOSING DATE	19 FEBRUARY 2024	CLOSING TIME	12H00-MD	CD/USB SUBMITTED	YES	NO

1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM008/2022/23

PROJECT DESCRIPTION: CONSTRUCTION OF A NEW COMMUNITY HALL AT GANALAAGTE VILLAGE

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TSWAING LOCAL MUNICIPALITY



INVITATION TO TENDER

Qualified and Experienced Contractors are hereby invited to submit tenders/proposals for the following project:

Tender No.	Description	Project Management Unit	Briefing Session	Supply Chain Management	CIBD Grading	Points
SCM 003/2022/23	Construction of a New Hall at Ganalaagte Village	Ms. G. Moipolai pmu@tswaing.gov.za 053 948 0787	N/A	Mr. T. Melken scm@tswaing.gov.za 053 948 1943	5GB/CE or HIGHER	80/20

EVALUATION CRITERIA: 70/100

Criteria	Points
Project team + Project experience	60
Plant, Resources, Method Statement & Programme	15
Financial Status and Rating	15

DOCUMENTS AVAILABILITY

Tender documents will be available from **Tuesday, 30th January 2024 at 12:00pm (CAT)** and must be requested through e-mail at **pmu@tswaing.gov.za / scm@tswaing.gov.za** or alternatively tender documents can be collected from **Tswaing Local Municipality Technical Services Building, ERF #395, De Jager Street, Delareyville, 2770.**

TENDER CLOSING DATE AND TIME

Tenders will close on **Friday, 23 February 2024 at 12H00 Midday (CAT).**

TENDERS' SUBMISSION AND DELIVERY ADDRESS

Tender documents must be submitted by not later than **Friday, 23 February 2024 at 12H00 Midday (CAT)**. Late tenders will not be accepted. Tender documents with supporting documents must be sealed in one envelope and externally endorsed as follows:

Tender

"Number"

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

"Description"

"Closing date and time"

"Delivery address"

"Tenderer address on the back of the envelope"

Tender and supporting documents in a sealed envelope must be placed in a tender box situated at:

Physical Address: **Tswaing Local Municipality Technical Services Building**
ERF # 395
De Jager Street
DELAREYVILLE
2770

Tenders and supporting documents submitted by post must reach the Supply Chain Management in time for them to be placed in a tender box before the closing time and date.

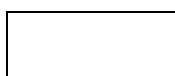
Postal Address: **The Supply Chain Manager**
Tswaing Local Municipality
P. O. Box 24
DELAREYVILLE
2770

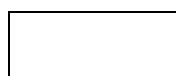
TENDER RESPONSIVENESS

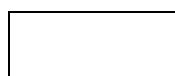
- Municipal tender document (original, fully completed, signed and witnessed where required).
- CSD summary report of less than 30 days at closing.
- Compliant tax status as at closing date.
- Joint Venture Agreement signed by both partners if tendering as a Joint Venture.
- Original certified copies of IDs of company directors.
- Proof of company registration documents.
- Proof of relevant required CIDB registration or grading or proof of upgrade application from CIDB.
- CD or USB included (empty CD or USB will render tender submission nonresponsive).
- Electronic Priced Bill of Quantities saved on USB or CD as separate document.

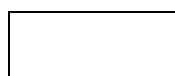
CONDITIONS

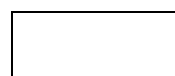
- The Council will not be responsible for tenders not received or received late.
- Tenders will remain valid for ninety (90) days.
- Tenderers will also be required to show compliance with B-BBEE and Preferential Procurement Policy.
- An updated record of payment of rates, taxes and services to the relevant Municipality must be attached, failure to do so will invalidate the tender submitted unless proved to be in a Tribal land or a Lease Agreement is attached.
- No tenders will be considered from any person/s in the service of the State as defined in Regulation 1 of the Local Government: Municipal Supply Chain Regulation.
- All tenders must be submitted on the official forms provided, and

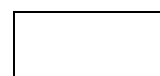

Contractor


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Employer


Witness 1


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- The successful Tenderer will be required to fill and sign a written Contract Form (MBD 7) with a Service Level Agreement (SLA).

ENQUIRIES

- For technical enquiries, contact Ms. G. Moipolai at **pmu@tswaing.gov.za** with copy to **gmoipolai@tswaing.gov.za / gomolemo81m@gmail.com**.
- For tendering procedures, contact Mr. T. Melken on **scm@tswaing.gov.za**.
- Only queries and questions received via e-mail shall be responded to.
- Telephonic queries and questions will not be accepted and will not be responded to.
- Queries and questions received after **Friday, 23 February 2024 (CAT)** will not be responded to.

(Duly signed)

Mr. D. Mere

Municipal Manager

Contractor

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Witness 1

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T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement (May 2010). (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of Tenderers as an Annexure to this Tender Data.

The Tender Data make several references to the CIDB Standard Conditions of Tender 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 No.	Description
F.1.1	The Name and Address of the Employer is: Tswaing Local Municipality Corner General Delarey and Government Streets P O Box 24 Delareyville 2770
F.1.2	The tender document's contents are as follows: Part T1 : Tendering Procedures T1.1 Tender Notice and invitation to tender (WHITE) T1.2 Tender Data (PINK) Part T2: Returnable Documents T2.1 List of Returnable documents (YELLOW) T2.2 Returnable schedules (YELLOW) THE CONTRACT Part C1: Agreements and Contract Data C1.1 Form of Offer and Acceptance (YELLOW) C1.2 Contract Data (YELLOW) C1.3 Form of Guarantee (YELLOW) Part C2: Pricing Data C2.1 Pricing Instructions (YELLOW) C2.2 Bill of Quantities (YELLOW) Part C3: Scope of Work C3 Scope of Work (BLUE) Part C4: Site Information C4 Site Information (GREEN) Part C5: Additional Relevant Documents (WHITE) Part C6: Tender Drawings- Volume 2 (WHITE)

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F1.3	<p>Interpretation</p> <p>The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.</p>		
F1.3.2	<p>Replace the contents of the clause with the following:</p> <p>The Standard Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for the tender evaluation purposes, shall form part of the Contract arising from the invitation to tender.</p>		
F.1.4	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>The Employer's Representative is:</p> </td><td style="width: 50%; vertical-align: top;"> <p>Ms. Gomolemo Moipolai Project Management Unit Manager Tel: 053 948 0787 Email: pmu@tswaing.gov.za gmoipolai@tswaing.gov.za</p> </td></tr> </table> <p>Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the Employer in writing to the Tenderers, under the signature of the Accounting Officer or his nominee will be regarded as amending the tender documents. Tender offer communicated on paper shall be submitted as an original.</p> <p>In the event that no correspondence or communication is received from the Tswaing Local Municipality (TLM) within Ninety (90) days after the stipulated closing date and time of the tender, the tender proposal will be deemed to be unsuccessful.</p>	<p>The Employer's Representative is:</p>	<p>Ms. Gomolemo Moipolai Project Management Unit Manager Tel: 053 948 0787 Email: pmu@tswaing.gov.za gmoipolai@tswaing.gov.za</p>
<p>The Employer's Representative is:</p>	<p>Ms. Gomolemo Moipolai Project Management Unit Manager Tel: 053 948 0787 Email: pmu@tswaing.gov.za gmoipolai@tswaing.gov.za</p>		
F.1.5.1	<p>Reject or Accept</p> <p>The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a Tenderer for such a cancellation and rejection, but will give written reasons for such action upon written request to do so from the Tenderers.</p>		
F.2.1	<p>Eligibility</p> <p>Only those Tenderers who satisfy the following criteria are eligible to submit tenders:</p> <p>Those Tenderers who are registered with the CIDB, or are eligible of being registered prior to the evaluation of the tenders, in a Contractor Grading Designation equal to 5CE or higher than a Contractor Grading Designation determined in accordance with the sum tendered for a CE class of construction work, are eligible to submit tenders.</p>		

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	<p><u>Joint ventures are Eligible to Submit Tenders Provided that:</u></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 5GB/CE. 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 5CE or HIGHER class of construction work. 4. Prospective Bidder must comply with Circular 81 of MFMA (Registration and Compliance with the CSD). 5. Failure to submit a signed (By all members of each company) Joint Venture Agreement for Bidders intending to bid as Joint Venture Partners and any form of MISREPRESENTATION of facts of the companies, Tenderer will be disqualified. The agreement must declare the following information; Bank account to be used, contribution, allocation, profits sharing etc. <p>Tenderers faced with the above scenario and who fail to meet the combined designation grading will not be considered for the tender.</p> <p>Only those Tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.</p>
F.2.2	<p>Compensation for Tendering</p> <p>Accept that the Employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.</p>
F.2.3	<p>Check Documents</p> <p>Check the tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.</p>
F.2.4	<p>Confidentiality and Copyright</p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
F.2.5	<p>Reference Documents</p> <p>Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.</p>

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F2.6	<p>Acknowledge Addenda</p> <p>Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary, apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.</p>
F.2.7	<p>Compulsory Clarification Meeting</p> <p>No clarification meeting or session. Should there be any addendum it will be published on either/or on the following websites E-Tender, CIDB and Municipal website.</p>
F.2.8	<p>Seek Clarification</p> <p>Questions or queries must be submitted to pmu@tswaing.gov.za on or before Thursday 15th February 2024. However, Tswaing Local Municipality shall not be liable nor assume liability for failure to respond to any questions and / or queries raised by the Tenderer.</p>
F.2.10	<p>Pricing the Tender</p> <p>State the rates and prices in Rand.</p>
F.2.10.5	<p>Pricing and Tender Offer</p> <p>Add the following to the clause:</p> <p>A digital or excel copy of the Bill of Quantities can be requested and obtained from Ms. G. Moipolai on pmu@tswaing.gov.za or gmoipolai@tswaing.gov.za before Friday,23 February 2024 or alternatively from the Engineer at tenders@letlho.com/hmmaserumu@gmail.com</p>
F.2.11	<p>Alterations to Documents</p> <p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer.</p> <p>Add the following to the clause:</p> <p>To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorized signatories next to the correct entry.</p>
F.2.12	<p>Alternative Tender Offers</p> <p>Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.</p> <p>If a 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.</p>

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	<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, in the event that 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 of confirming the acceptability of the detailed design before it is constructed.</p> <p>Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration.</p> <p>No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.</p>
F.2.13	<p>Submitting a Tender Offer</p> <p>No late, faxed, emailed or other form of tender will be accepted. Completed tenders with attached documents, if any, must be submitted in Black ink in sealed envelopes.</p> <p>Accept that a tender submitted to the Employer cannot be withdrawn or substituted. All tenders received by the Tswaing Local Municipality will remain in the Municipality's possession until after the stipulated closing date and time.</p> <p>Add the following to the clause:</p> <p>No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.</p>
F.2.13.2	<p>Replace the contents of the clause with the following:</p> <p>Return all volumes of the tender document to Employer after completion of relevant sections of each volume in their entirety by writing in black ink.</p>

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	All volumes are to be left intact in their original format and no pages shall be removed or rearranged.
F.2.13.3	Add the following to clause: Parts of each tender offer communicated on paper shall be submitted as an original.
F.2.13.4	Add the following to clause: Only authorized signatories may sign the original Tender Offer where required in terms of 2.14.
F.2.13.5	<p>Tender Delivery Address The Employer's address for delivery of tender offers and identification details to be reflected on each tender offer package are:</p> <p>Location of Tender Box: Tswaing Local Municipality Technical Services Building, ERF #: 395, De Jager Street, Delareyville, 2770</p> <p>Physical Address: Tswaing Local Municipality Technical Services Building, ERF #: 395, DE Jager Street, Delareyville, 2770</p> <p>Postal Address: P. O. Box 24, Delareyville, 2770</p> <p>Tender Identification Details</p> <p>Tender Number: SCM008/2022/23</p> <p>Tender Description: Construction of a New Hall at Ganalaagte Village</p> <p>Closing Time: 12:00 Midday CAT</p> <p>Closing Date: Friday , 23 February 2024</p>
F2.13.19	Add the following to the clause: Accept that all conditions, which are printed or written upon any stationary used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.
F.2.14	<p>Information and Data to be Completed in all Respects Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the Employer as non-responsive. Responsive tenders are ONLY those tenders with all documents and pages, contained herein, that have been signed by the responsible person duly authorized to sign all documents indicated on the returnable document "FORM T2.2.16 Authority of Signatory."</p> <p>Add the following clause:</p> <p>The Tenderer is required to enter information in the following sections of the document.</p> <p>Section T2.2..... : Returnable Schedules Section</p>

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	<p>Section C1.1: Form of Offer and Acceptance Section Section C1.2: Contract Data (Part 2) Section C2.2: Bill of Quantities</p> <p>The above sections shall be signed by the Tenderer and witnesses where required.</p> <p>Individual pages of the FORM OF ACCEPTANCE should only be completed, signed and initialed by the successful Tenderer and witnessed after acceptance by the Employer of the Tender Offer; all other pages must be signed, initialed and witnessed.</p> <p>The Tenderer shall complete and sign the FORM OF OFFER prior to the submission of a Tender Offer.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p> <p>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar Engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period.</p> <p>Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2.2 of contracts of a similar nature and magnitude which they have successfully executed in the past.</p> <p>Accept that the Employer is restricted in accordance with clause 4. (4) of the Construction Regulations 2003, to only appoint a Contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety shall be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.</p>
F.2.15.1	<p>Tender Closing Date and Time</p> <p>The closing time and date for submission of tender offers is as stated in the Tender Notice and Invitation to Tender as follows:</p> <p>Date: Friday , 23 February 2024 Time: 12h00 Midday CAT</p>
F.2.15.2	<p>Non-Acceptable Submission</p> <p>Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>

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F.2.16.	<p>Tender Offer Validity</p> <p>The Tender offers will remain valid for a period of Ninety (90) Days without an option of withdrawal by the Tenderer.</p>
F.2.16.1	<p>Add the following to the clause:</p> <p>If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.</p>
F.2.18	<p>Provide Other Material</p> <p>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.</p> <p>Add the following to the clause:</p> <p>Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.</p> <p>1. Proposed Key Personnel</p> <p>The Tenderer shall indicate</p> <ol style="list-style-type: none"> I. All staff positions/titles proposed for the team and the relationship between them. II. Names of key professional people, and III. Parent firm abbreviation and in brackets (for JVs) after each professional person. <p>The text of this section shall include the concise statement of the duties of each individual of the organisation and the suitability of his/her qualifications for the assignment. In this part of the tender, the Tenderer shall also supply Curriculum Vitae [CV's of NOT MORETHAN FOUR (4) PAGES] for the Professional Staff named on the organizational chart and working on full time basis for the Tenderer. The CV should follow the normal Professional Format as used by Professional Service Providers.</p> <p>Each CV should give at least the following:</p> <ul style="list-style-type: none"> ▪ Name, Age, parent firm, position in the parent firm and within the organization of this assignment. ▪ Educational qualifications. ▪ Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest. ▪ Summary of experience. ▪ Language proficiency, and ▪ References (company name, individual name, position held, contact details).

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	<p>The CV must include a statement dated and signed by the individual, indicating his agreement to work on the assignment.</p> <p>Much importance will be placed on the experience of the staff proposed. The Tender must ensure that, if selected, the nominated staff will be assigned as proposed. Failure to do so may result in the annulment of any acceptance of the Tenders' proposal and/ or Agreement entered into by the Client for the execution of the services.</p> <p>2. Joint Venture arrangements should be in accordance with the CIDB Guidelines (D2 or latest version),</p> <p>Joint Venture must be constituted by means of a comprehensive and fair, written agreement between the members, which sets out their obligations, rights, risks and rewards.</p> <p>Joint Venture members should share at least the following aspects of the Joint Venture activities in a meaningful and equitable manner:</p> <ol style="list-style-type: none"> 1. Control 2. Management 3. Operations 4. Risk 5. Profit and Loss <p>The Tenderer shall list in the appropriate Forms the appropriate related projects undertaken by the member firms of the Tenderer within the last five (5) years. Provide short precise report on 3 completed projects with Client Specific Evidential Information (or Consultant Specific ONLY in the absence of Client Specific Formats). Please fill in the exact required information, failing which your bid will be rendered non-responsive.</p> <p>The Tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture in construction of roads and storm water related projects.</p>
F.2.20	<p>Add the following to the clause:</p> <p>Accept that the Employer, reserves the right to approach the Tenderer's Banker or Guarantor(s) as indicated in the tender document, or the Bankers of each of the individual members of any Joint Venture that is constituted for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture; and affirmation of the letter of intent referred to below. The tenderer is required to submit with his tender a letter of intent from an approved financial institution undertaking to provide the Construction Guarantee in the format included in Part C1.3 of this procurement document; and such guarantee will be put in place upon appointment.</p>
F.2.22	<p>Return of Other Documents</p> <p>Return all retained tender documents prior to the closing time for the submission of Tender Offers.</p>

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F.2.23	<p>Certificates</p> <p>The Tenderer is required to submit with this tender the following:</p> <ol style="list-style-type: none"> 1. In case of Joint Venture - the Joint Venture Agreement. 2. Tax Compliance Status PIN Certificate issued by the South African Revenue Services. 3. Copy of the Company/Partnership/Close Corporation Registration Documents; in case of Joint Venture, both Partners must submit Registration Documents. A copy of certificate of Contractor (CIDB) Registration or Proof of Upgrading issued by the Construction Industry Development Board. 4. Bank Rating Letter, only original letters will be accepted, NO COPIES. 5. Recent copy of the CSD summary report less than 30 days at closing of tender. 6. Certificate of Good Standing with Compensation Commissioner or FEMA. 7. Documents and Schedules listed in Part T2 <p>Non-Submission of the above documents will result in automatic disqualification of the tender.</p>
F.3.2.	<p>Issue Addenda</p> <p>If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.</p>
F.3.3.	<p>Return Late Tender Offers</p> <p>Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.</p>
F.3.4	<p>Opening of Tender Submissions</p> <p>Tenders will NOT be opened in public, but will be opened immediately after the closing time to check and confirm compliance. Submission list compliance will be emailed to tenderers on request within the expiry of the validity period.</p>
F.3.5	<p>Two Envelope System</p> <p>A two-envelope procedure will not be followed.</p>
F.3.6	<p>Non-disclosure</p> <p>After the opening of the tender offers, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender offers and recommendations concerning the award of the tender shall be disclosed to any other Tenderer or persons not concerned with such process until the award of the Tender has been announced by the Tswaing Local Municipality.</p>
F.3.7.	<p>Grounds for Rejection and Disqualification</p> <p>Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender</p>

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	offer) if it is established that he engaged in corrupt or fraudulent practices.
F.3.8.	Test for Responsiveness
F.3.8.1.	Determine, after opening and before detailed evaluation, whether each tender offer properly received: <ul style="list-style-type: none"> a) Complies with the requirements of these Conditions of Tender, b) Has been properly and fully completed and signed, and c) Is responsive to the other requirements of the tender documents.
F.3.8.2.	A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: <ul style="list-style-type: none"> a) Detrimentially affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) Significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or c) Affect the competitive position of either tenderer presenting responsive tenders, if it were to be rectified. d) Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
F.3.9.	Arithmetical Errors, Omissions and Discrepancies
F.3.9.1.	Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
F.3.9.2.	Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for: <ul style="list-style-type: none"> a) The gross misplacement of the decimal point in any unit rate. b) Omissions made in completing the pricing schedule or bills of quantities; or c) Arithmetic errors in line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii) the summation of the prices.
F.3.9.3.	Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
F.3.9.4.	Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows: <ul style="list-style-type: none"> a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity,

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	<p>the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.</p> <p>b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p>																										
F.3.10.	<p>Clarification of a Tender Offer</p> <p>Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.</p>																										
F.3.11	<p>Evaluation of Tender offers</p> <p>Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of the Tswaing Local Municipality and the Preferential Procurement Regulations of 2022.</p> <p>The procedure for the evaluation of responsive tenders is Method 4 (financial offer made, preference claimed if any, and the quality offered - functionality, 80/20 Preferential Point System).</p> <p>FUNCTIONALITY TABLE</p> <table><tr><th>ITEM</th><th>CRITERIA/PARAMETER</th><th>MAX WEIGHT</th><th>MIN WEIGHT</th><th>SCORE</th></tr><tr><td rowspan="5">1</td><td>Company Experience – (Attach appointment letters with corresponding completion certificates on Client's letter head. Should the bidder be appointed through subcontracting, the main Contractor's appointment, completion certificate and appointment letter of the sub-contracting and completion certificate should be attached). Completed in the past five years (2018-2023).</td><td>25</td><td>20</td><td></td></tr><tr><td>3 x Projects and above (R 6m: value = 05)</td><td>25</td><td></td><td></td></tr><tr><td>2 x Projects and above (R 6m: value = 03)</td><td>20</td><td></td><td></td></tr><tr><td>1 x Projects and above (R 6m value = 01)</td><td>10</td><td></td><td></td></tr><tr><td>No submission</td><td>0</td><td></td><td></td></tr></table>	ITEM	CRITERIA/PARAMETER	MAX WEIGHT	MIN WEIGHT	SCORE	1	Company Experience – (Attach appointment letters with corresponding completion certificates on Client's letter head. Should the bidder be appointed through subcontracting, the main Contractor's appointment, completion certificate and appointment letter of the sub-contracting and completion certificate should be attached). Completed in the past five years (2018-2023).	25	20		3 x Projects and above (R 6m: value = 05)	25			2 x Projects and above (R 6m: value = 03)	20			1 x Projects and above (R 6m value = 01)	10			No submission	0		
ITEM	CRITERIA/PARAMETER	MAX WEIGHT	MIN WEIGHT	SCORE																							
1	Company Experience – (Attach appointment letters with corresponding completion certificates on Client's letter head. Should the bidder be appointed through subcontracting, the main Contractor's appointment, completion certificate and appointment letter of the sub-contracting and completion certificate should be attached). Completed in the past five years (2018-2023).	25	20																								
	3 x Projects and above (R 6m: value = 05)	25																									
	2 x Projects and above (R 6m: value = 03)	20																									
	1 x Projects and above (R 6m value = 01)	10																									
	No submission	0																									

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ITEM	CRITERIA/PARAMETER	MAX WT	MIN WT	SCORE
2	Key Personnel Experience - Contracts Manager / Site Agent (Detailed CV, not more than 4 pages, with Relevant experience on Building Projects with traceable references with a minimum qualification of BTech/Degree in Civil Engineering/Building which is SAQA accredited. and Labour-Intensive Certificate NQF Level 5 or 7.	15	10	
	10 years and above experience (value = 05)	15		
	5 years and above experience (value = 03)	10		
	3 years and above experience (value = 01)	5		
	No submission	0		
	Key Personnel Experience - Site Foreman (Detailed CV with Relevant experience on Building Projects with traceable references) Minimum National. Diploma qualification in Civil Engineering/Building which is SAQA accredited, LIC NQF 5 or 7 certificate and Labour-Intensive Certificate NQF Level 5 or 7.	10	5	
	10 years and above experience (value = 05)	10		
	5 years and above experience (value = 03)	5		
	3 years and above experience (value = 01)	3		
	No submission	0		
	Key Personnel Experience - Safety Officer [Experience as a Safety Officer in Building projects. Minimum Qualification N. Dip or Certified Safety officer or SAMTRAC Qualified Safety Officer or SAOISH or SACPCMP registered.	10	5	
	10 years and above experience (value = 05)	10		
	5 years and above experience (value = 03)	5		
	3 years and above experience (value = 01)	3		
	No submission	0		
	Bank Rating or Financial Status (Attach original confirmation from the bank, JV both Companies must attach original confirmations or Audited Financial Statements for the past three years)	15	10	
	A = (value = 05) or cash/debt ratio ≥ 0.4501	15		
	B = (value = 03) or cash/debt ratio $\geq 0.21 \leq 0.4501$	10		
	C = (value = 01) or cash/ratio ≤ 0.21	5		
	D = No submission=0	0		

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ITEM	CRITERIA/PARAMETER	MAX WT	MIN WT	SCORE
6	Proposed Method Statement with detailed preliminary programme of works	10	5	
	Detailed and comprehensive (value = 5)	10		
	Medium and cover most of works (value = 3)	5		
	Low level and covers part of works (value = 1)	3		
	No submission	0		
7	Available Plant (Attach Proof of Registration or a Letter of Intent from plant hire) <ul style="list-style-type: none"> ▪ 1 x TLB ▪ 1 x Tipper Truck ▪ 1 x 12 000L Water Tanker ▪ 1 x Vibratory Roller 	5	2	
	3 - 4 items Available (value = 3)	5		
	1 - 2 items Available (value = 1)	2		
	No Proof of Plant Submitted	0		
	TOTAL	90		

NB! VERY IMPORTANT NOTICE AS PART OF FUNCTIONALITY:

1. **Attach organogram.**
2. **Attach both the bank rating confirmation letter and three (3) years audited financial statements**
3. **The method statement should include a preliminary works programme. The method statement should not be more than 3 pages.**

Weighting				
25 Points	15 Points	10 Points	5 Points	Values Ranging
20 – 25 = 5	10 – 15 = 5	8 – 10 = 5	4 – 5 = 5	5 – Excellent
15 – 19 = 3	5 – 9 = 3	5 – 7 = 3	3 – 4 = 3	3 – Good
10 – 14 = 1	1 – 4 = 1	1 – 4 = 1	1 – 2 = 1	1 – Poor

$$P_s = S_o / M_s \times 100$$

Where **P_s** is the percentage scored for functionality by the tender.

S_o is the total score of the tender.

M_s is the maximum possible score.

Minimum score of **70%** for functionality should be obtained for the bidder to be further evaluated.

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Add the following to the clause:

The Tenderer is to note that the following **Additional Relevant Documents** will form part of this contract:

- (i) Tswaing Local Municipality Supply Chain Management Policy,
- (ii) The Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022 including the following:
- (iii) Tswaing Local Municipality Health and Safety Specifications.

Add the following to the clause:

The Preference Points System assigns a score to each tender price and on the tenderer's B-BBEE status. These scores are combined to determine an overall score for tender. The tender with the highest score will be considered for acceptance.

The weighting of tender Price and Preference for the tender will be done by way of a point system.

In the case of acquisition of services, works or goods up to a Rand Value equal to or up to R 50 million:

- 80 points are assigned to Price; and
- 20 points are assigned to Preference.

The total points for Price and Preference in each case above must add up to 100 points. Points scored will be rounded off to the nearest 2 decimal places.

FORMULA FOR SCORING TENDER PRICE

The following formula will be used to calculate the points for price.

$$Ps = x \left[1 - \frac{Pt - Pmin}{Pmin} \right]$$

where:

Ps is the points scored for comparative price of tender under consideration.

Pt is the comparative price of tender under consideration.

Pmin is the comparative price of lowest acceptable tender.

X is the points assigned to price.

FORMULA FOR SCORING SPECIFIC GOALS

The points allocated to a tenderer will be in accordance with the Preferential Procurement Regulations 2022.

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The following table is applicable:

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

Add the following to the clause:

1. Compliance with Tender Conditions:

If the Tender does not comply with the Tender conditions, the Tender may be rejected. If specifications are not met, the Tender may also be rejected. With regard to the above, certain actions or errors are unacceptable, and warrants **REJECTION OF THE TENDER**, for example:

- Non submission of SARS Tax Pin Certificate.
- Non submission of company registration certificates.
- Non submission of the offer in the prescribed format.
- Pages removed from the tender document, and have therefore not been submitted (Submitting mixed up document), pages numbering must be sequential.
- Failure to fully complete the schedule of quantities as required.
- Failure to fully complete form of offer in words and figures.
- Scratching out without initialling next to the amended rates or information.
- Writing over / painting out rates / the use of correction fluid or any erasable ink, e.g. pencil.
- Failure to complete the document with black non erasable ink.
- The Tender has not been properly signed by a party having the authority to do so, according to **T2.2.4 and T2.2.16 "Authority for Signatory"**.
- No authority for signatory submitted on company letterhead.
- Failure to submit a scanned document and attachments (CD or USB).
- Failure to submit certified copies of registration certificates and qualifications of proposed personnel.

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- Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.
- The Tenderer's attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
- The Tender has been submitted after the relevant closing date and time.
- If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
- If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory.
- Each page of the Contract portion of this Bid document must be initialled by the authorized person in order for the document to constitute a proper Contract between the EMPLOYER (Tswaing Local Municipality) and the undersigned
- Failure to complete in all returnable schedules and signing thereof will results an automatic disqualification.

2. Size of Enterprise and Current Workload

Evaluation of the Tenderer's position in terms of:

- Previous and expected current annual turnover.
- Current contractual obligations.
- Capacity to execute the contract.

3. Staffing Profile

Evaluation of the Tenderer's position in terms of:

- Staff available for this contract being Tendered for.
- Qualifications, registration and experience of key staff to be utilised on this contract.

4. Previous Experience

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field.
- Experience of contracts of similar size.
- Some or all of the references will be contacted to obtain their input.

5. Financial Ability to Execute the Contract:

Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:

- Contact the Tender's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.

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6. Good Standing with SA Revenue Services

- Determine whether an original valid SARS Tax Pin Certificate has been submitted.
- The Tenderer must affix a valid SARS Tax Pin Certificate in the Appendix.

If the Tender does **not** meet the requirements contained in the Tswaing Local Municipality Supply Chain Policy, and the mentioned Framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

7. Penalties

Tswaing Local Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, one or more of the following penalties will be imposed:

- Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.
- Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.
- Restrict the firm, its shareholders and directors on obtaining any business from the Tswaing Local Municipality for a period of 5 years.
- Report the firm to Treasury and CIDB for blacklisting.

8. Tender evaluation points

Tender evaluation points will be allocated as per the Supply Chain Management Policy and the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022 including the following:

Preference points for this bid shall be awarded for,

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

DESCRIPTION	POINTS
PRICE	80
SPECIFIC GOALS	20

Add the following to the clause:

Regulations of disputes, objections, complaints and queries will be handled in accordance with the Supply Chain Management Policy of Tswaing Local Municipality.

F.3.11.1.

General

Appoint an Evaluation Panel of **NOT LESS THAN THREE PERSONS** that shall review a report prepared by the Appointed Professional Service Provider (Consultant)

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	to complete Adjudication and Evaluation Report by reducing each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data. This remains the client's decision.
F.3.11.5	<p>The procedure for the evaluation of responsive tenders is Method 4: Financial offer, Quality and Preferences;</p> <p>In the case of a financial offer, quality and preferences:</p> <ol style="list-style-type: none"> Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any. Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data: $T_{EV} = N_{FO} + N_P + N_Q,$ <p>where:</p> <ul style="list-style-type: none"> ▪ N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7. ▪ N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8. ▪ N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9. Rank tender offers from the highest number of tender evaluation points to the lowest. Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. Rescore and re-rank all Tenderers should there be compelling and justifiable reasons not to recommend the Tenderer with the highest number of tender evaluation points and recommend the Tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.
F.3.11.6.	<p>Decimal Places</p> <p>Score financial offers, preferences and quality, as relevant, to two decimal places.</p>
F.3.11.7.	<p>Scoring Financial Offers</p> <p>Score the financial offers of remaining responsive tender offers using the following formula:</p> <p>N_{FO} = W₁ x A, where</p>

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	<ul style="list-style-type: none">▪ N_{FO} is the number of tender evaluation points awarded for the financial offer.▪ W₁ is the maximum possible number of tender evaluation points awarded for the financial offer.▪ A is a number calculated using the formula and option described in Table F.1 below. <p><u>Table F.1: Formulae for calculating the value of A</u></p> <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1a</th><th>Option 2 a</th></tr><tr><td>1</td><td>Highest price or discount</td><td>$(1 - \frac{(P - P_m)}{P_m})$</td><td>$A = P / P_m$</td></tr><tr><td>2</td><td>Lowest price or percentage commission / fee</td><td>$(1 - \frac{(P - P_m)}{P_m})$</td><td>$A = P_m / P$</td></tr></table> <p>where:</p> <ul style="list-style-type: none">▪ P_m is the comparative offers of the most favorable tender offer.▪ P is the comparative offers of tender offer under consideration.	Formula	Comparison aimed at achieving	Option 1a	Option 2 a	1	Highest price or discount	$(1 - \frac{(P - P_m)}{P_m})$	$A = P / P_m$	2	Lowest price or percentage commission / fee	$(1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$
Formula	Comparison aimed at achieving	Option 1a	Option 2 a										
1	Highest price or discount	$(1 - \frac{(P - P_m)}{P_m})$	$A = P / P_m$										
2	Lowest price or percentage commission / fee	$(1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$										
F.3.11.8.	<p>Scoring Preferences</p> <p>Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.</p>												
F3.11.9.	<p>Scoring Quality</p> <p>Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.</p> <p>Calculate the total number of tender evaluation points for quality using the following formula:</p> <p>N_Q = W₂ x S_O / M_S, where:</p> <ul style="list-style-type: none">▪ S_O is the score for quality allocated to the submission under consideration;▪ M_S is the maximum possible score for quality in respect of a submission; and▪ W₂ is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.												
F.3.12.	<p>Insurance Provided by the Employer</p> <p>There is NO insurance to be provided by the Employer on this contract. BUT if requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.</p>												

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F.3.13.	<p>Acceptance of Tender Offer</p> <p>Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:</p> <ul style="list-style-type: none"> a) Is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement, b) Can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract, c) Has the legal capacity to enter into the contract, d) Is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a Court or a Judicial Officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, e) Complies with the legal requirements, if any, stated in the tender data, and f) Is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.
F.3.14	Prepare Contract Documents
F.3.14.1	<p>If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:</p> <ul style="list-style-type: none"> ▪ Addenda issued during the tender period, ▪ Inclusion of some of the returnable documents, and ▪ Other revisions agreed between the employer and the successful tenderer.
F.3.14.2	Complete the schedule of deviations attached to the form of offer and acceptance, if any.
F.3.15.	<p>Complete Adjudicator's Contract</p> <p>Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.</p>
F.3.16.	Notice to Unsuccessful Tenderers
F.3.16.1.	Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.
F.3.16.2.	After the successful tenderer has been notified of the employer's acceptance

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	of the tender, notify other tenderers that their tender offers have not been accepted.
F.3.17.	Provide Copies of the Contract Provide to the successful tenderer ONE COPY of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.
F.3.18.	Provide Written Reasons for Actions Taken Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

Annex: Standard Conditions of Tender

(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement as amended in Board Notice 86 of 2010 (May 2010))

F.1.	General
F.1.1.	Actions
F.1.1.1.	The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
F.1.1.2.	The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate. Note:

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	<p>1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.</p> <p>2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.</p>
F.1.1.3.	The employer shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.
F.1.2.	<p>Tender Documents</p> <p>The documents issued by the employer for the purpose of a tender offer are listed in the tender data.</p>
F.1.3.	Interpretation
F.1.3.1.	The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
F.1.3.2.	These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.
F.1.3.3.	<p>For the purposes of these conditions of tender, the following definitions apply:</p> <p>a) Conflict of interest means any situation in which:</p> <ol style="list-style-type: none"> i. someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially. ii. an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or iii. incompatibility or contradictory interests exist between an employee and the organization which employs that employee. <p>b) Comparative offer means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis</p> <p>c) Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and</p> <p>d) Fraudulent practice means the misrepresentation of the facts in order to</p>

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	<p>influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels</p> <p>e) Organization means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body</p> <p>f) Quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.</p>
F.1.4.	<p>Communication and Employer's Agent</p> <p>Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.</p>
F.1.5.	The Employer's Right to Accept or Reject any Tender Offer
F.1.1.	The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.
F.1.2.	The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers reissue a tender covering substantially the same scope of work within a period of six months unless only one tender was received, and such tender was returned unopened to the tenderer.
F.1.6.	Procurement Procedures
F.1.6.1.	<p>General</p> <p>Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.</p>
F.1.6.2.	Competitive Negotiation Procedure
F.1.6.2.1.	Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of

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	F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
F.1.6.2.2.	<p>All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information.</p> <p>Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.</p>
F.1.6.2.3.	At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
F.1.6.2.4.	The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.
F.1.6.3.	<p>Proposal Procedure using the Two-Stage System</p> <p>A two-stage system will not be followed.</p>
F.1.6.3.1	<p>Option 1</p> <p>Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.</p>
F.1.6.3.2.	Option 2
F.1.6.3.2.1.	Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.
F.1.6.3.2.2.	The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.
F.2.	Tenderer's Obligations

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F.2.1.	Eligibility
F.2.1.1.	Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
F.2.1.2.	Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.
F.2.2.	Cost of Tendering Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.
F.2.3	Check Documents Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
F.2.4.	Confidentiality and Copyright of Documents Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
F.2.5.	Reference Documents Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
F.2.6.	Acknowledge Addenda Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
F.2.7.	Clarification Meeting Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data. Add the following to the clause: No clarification meeting will be held. It is the onus of the tenderers to seek more information and familiarize themselves with the conditions prevailing and demographics around the project area. (Clarification meeting is Not Applicable - N/A).

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F.2.8.	Seek Clarification Request clarification of the tender documents, if necessary, by notifying the employer at least three calendar days before the closing time stated in the tender data.
F.2.9	Insurance Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance that will be of full cover.
F.2.10.	Pricing the Tender Offer
F.2.10.1.	Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
F.2.10.2.	Show VAT payable by the employer separately as an addition to the tendered total of the prices.
F.2.10.3.	Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
F.2.10.4.	State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.
F.2.11	Alterations to Documents Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.
F.2.12	Alternative Tender Offers
F.2.12.1.	Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
F.2.12.2	Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
F.2.13	Submitting a Tender Offer
F.2.13.1.	Submit one tender offer (hard copy) only with a CD or USB (soft copy), either as

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	a single tendering entity or as a member in a Joint Venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
F.2.13.2.	Return all returnable documents including a CD or USB (scanned documents) to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in NO erasable ink.
F.2.13.3.	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.
F.2.13.4.	Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
F.2.13.5.	Seal the original marking the package as "ORIGINAL COPY". The package shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
F.2.13.6.	Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
F.2.13.7.	Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
F.2.13.8.	Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
F.2.13.9	Accept that tender offers submitted by facsimile or email will be rejected by the employer, unless stated otherwise in the tender data.
F.2.14.	Information and Data to be Completed in all Respects Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as nonresponsive.
F.2.15.	Closing Time
F.2.15.1.	Ensure that the employer receives the tender offer at the address specified in

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	the tender data not later than the closing time stated in the tender data. Accept that proof of posting and courier shall not be accepted as proof of delivery.
F.2.15.2.	Accept that, if the employer extends the closing date and time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
F.2.16	Tender Offer Validity
F.2.16.1.	Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing date and time stated in the tender data.
F.2.16.2.	If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
F.2.16.3.	Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
F.2.16.4.	Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".
F.2.17.	<p>Clarification of Tender Offer after Submission</p> <p>Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.</p> <p>Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.</p>
F.2.18.	Provide Other Material
F.2.18.1.	Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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F.2.18.2.	Dispose of samples of materials provided for evaluation by the employer, where required.
F.2.19.	Inspections, Tests and Analysis Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
F.2.20.	Submit Securities, Bonds, Policies, etc. If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
F.2.21	Check Final Draft (SLA) Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract. Add the following to the above clause.... <i>... final draft of the contract and Service Level Agreement (SLA) ...</i>
F.2.22	Return of Other Tender Documents If so, instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.
F.2.23.	Certificates Include in the tender submission or provide the employer with any certificates as stated in the tender data.
F.3.	The Employer's Undertakings
F.3.1.	Respond to Requests from the Tenderer
F.3.1.1.	Unless otherwise stated in the tender Data, respond to a request for clarification received up to three working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.
F.3.1.2	Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence: <ul style="list-style-type: none"> a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements. b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the functionality process.

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F.3.1.3.	<p>Issue Addenda</p> <p>If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.</p>
F.3.1.3.	<p>Return Late Tender Offers</p> <p>Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.</p>
F.3.4.	<p>Opening of Tender Submissions</p>
F.3.4.1.	<p>Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.</p> <p>Add the following to the clause:</p> <p>There will be NO tender opening, but tenders will be opened to check responsiveness by the Client after closing time and date.</p>
F.3.4.2.	<p>Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.</p> <p>Add the following to the clause:</p> <p>Tender opening meeting will NEITHER be arranged NOR held.</p>
F.3.4.3.	<p>Make available the record outlined in F.3.4.2 to all interested persons upon request.</p>
F.3.11.	<p>Evaluation of Tender Offers</p>
F.3.11.1.	<p>General</p> <p>Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data and methods.</p>
F.3.11.2.	<p>Method 1: Financial Offer</p> <p>In the case of a financial offer:</p> <p>a) Rank tender offers from the most favourable to the least favourable</p>

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	<p>comparative offer.</p> <p>b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p> <p>c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.</p>
F.3.11.4.	<p>Method 3: Financial Offer and Quality</p> <p>In the case of a financial offer and quality:</p> <p>a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.</p> <p>b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:</p> <p>TEV =NFO + NQ where:</p> <ul style="list-style-type: none"> ▪ NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7. ▪ NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9. <p>c) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p> <p>e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.</p>
F.3.11.5.	<p>Method 4: Financial Offer, Quality and Preferences</p> <p>In the case of a financial offer, quality and preferences:</p>

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- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$TEV = NFO + NP + NQ$$

where:

- **NFO** is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 - **NP** is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
 - **NQ** is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.
- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
 - d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
 - e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

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TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM008/2022/23

PROJECT DESCRIPTION: CONSTRUCTION OF A NEW HALL AT GANALAAGTE VILLAGE

THE TENDER

PART T2: RETURNABLE DOCUMENTS

- T2.1 List of Returnable Documents
- T2.2 Returnable Documents

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PROJECT NO: SCM008/2022/23

PROJECT DESCRIPTION: CONSTRUCTION OF A NEW HALL AT GANALAAGTE VILLAGE

T2.1 LIST OF RETURNABLE DOCUMENTS

1. Proposed implementation methodology and implementation plan.
2. Failure to fully complete and sign the relevant returnable documents shall render such a tender offer unresponsive.
3. Tenderers shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a Tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that Tenderer to induce the contract. In such event the Employer has the discretionary right to terminate the contract and take further steps in black listing the Tenderer with CIDB and to report such to Treasury.
4. Tenderers are required to submit the following with their tenders or within three days of receipt of the Employer's or his Agent's written request for same:
 - a. A copy of Workmen's Compensation Certificate, Act 4 of 2002,
 - b. Curriculum vitae of the person who prepares the Contractor's Health and Safety Plan,
 - c. Curriculum vitae of the Health and Safety Officer the successful tenderer intends appointing in accordance with the Occupational Health and Safety Act (Act 85 of 1993).
 - d. Curriculum Vitae of all supervisory staff.
 - e. Insurance - minimum liability of not less than **R 5 million**.
 - f. Proof of Performance Guarantee or a letter of intend or indicating relevant choice.
5. The returnable schedules included in Section T2.2 will be used to evaluate tenders received. These schedules will also form part of the Contract.

The Tenderer must complete and sign the following returnable Schedules:

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Returnable Schedules Required for Tender evaluation purposes

- T2.2.1 : Record of Addenda to Tender Documents
- T2.2.2 : Implementation Methodology and Plan (Technical, Administrative and OHSA)
- T2.2.3 : Compulsory Enterprise Questionnaire
- T2.2.4 : Certificate of authority for joint ventures (where applicable)
- T2.2.5 : Schedule of Proposed Sub-Contractors
- T2.2.6 : Schedule of Plant and Equipment
- T2.2.7 : Schedule of Infrastructure
- T2.2.8 : Schedule of the Tenderer's Experience
- T2.2.9 : Schedule of the Tenderer's Commitments
- T2.2.10 : Bank Rating and Financial References
- T2.2.11 : Proposed Amendments and Qualifications
- T2.2.12 : Supervisory and Safety Personnel
- T2.2.13 : Labour Utilization
- T2.2.14 : Compliance with OHSA (Act 85 of 1993)
- T2.2.15 : Site Inspection Certificate
- T2.2.16 : Authority of Signatory
- T2.2.17 : General Conditions of Contract
- T2.2.18 : MBD Pricing Schedule
- T2.2.19 : MBD 4 Declaration of Interest
- T2.2.20 : MBD 5 Declaration of Procurement above R 10 million
- T2.2.21 : MBD 6.1 Preference Points Claim Form in terms of PPR 2022

- T2.2.23 : MBD 8 Past Supply Chain Management Practices
- T2.2.24 : MBD 9 Certificate of Independent Bid Determination
- T2.2.25 : Section 38 – Declaration Form
- T2.2.26 : Confirmation of Outstanding Municipal Rates and Taxes
- T2.2.27 : Declaration of Good Standing Regarding Tax
- T2.2.28 : Proposed Preliminary Programme of Works
- T2.2.29 : Proposed Preliminary Cash Flow
- T2.2.30 : Proof of Good Standing with Compensation Commissioner
- T2.2.31 : Tenderer's Litigation History Declaration

Returnable Documents that will be incorporated into the contract

- C1.1 1. Offer Portion of Form of Offer and Acceptance
- C1.2 2. Contract Date (Part 2)
- C1.3 3. Form of Guarantee
- C2.2 4. Bill of Quantities

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PROJECT NO: SCM008/2022/23

PROJECT DESCRIPTION: CONSTRUCTION OF A NEW HALL AT GANALAAGTE VILLAGE

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

T2.2.1: 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 taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		

Attach additional pages if more space is required.

Signed _____ Date _____

Name & Surname _____ Position _____

Name of Tenderer _____

T2.2.2: Proposed Implementation Methodology and Plan

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The Tenderer must provide his/her proposed project implementation methodology & plan and append it to the returnable attachments. The proposed project implementation methodology and plan must, but not limited to address the following:

1. Introduction.
2. Understanding the scope of work.
3. Works execution.
 - 3.1. Technical approach.
 - 3.2. Plant.
 - 3.3. Proposed programme of works (in relation to the prescribed contract period)
 - 3.4. Financial planning and management.
4. Quality control.
5. Safety management.
6. Subcontracting.
7. Community empowerment.
8. Training.
9. Skills transfer.
10. Labour intensive construction.
11. Personnel (indicate % availability/commitment to the project)
 - 11.1. Project engineer.
 - 11.2. Contracts manager.
 - 11.3. Site agent.
 - 11.4. Safety officer.
 - 11.5. Foreman.
 - 11.6. Geotechnical engineer/laboratory.
 - 11.7. Surveyor.
12. Closing statement.

Signed _____ Date _____

Name & Surname _____ Position _____

Name of Tenderer _____

T2.2.3: Compulsory Enterprise Questionnaire

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The following particulars must be furnished. In the case of a Joint Venture, **separate** Enterprise Questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of Enterprise:

Section 2: VAT Registration Number, if any:

Section 3: CIDB Registration Number, if any:

Section 4: Particulars of Sole Proprietors and Partners in Partnerships

Name*	Identity Number*	Personal Income Tax Number*

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

Section 5: Particulars of Companies and Close Corporations

Company Registration Number _____

Close Corporation Number _____

Tax Reference Number _____

Section 6: Record of Service of the state

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

<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 the Board of Directors of any Municipal Entity	<input type="checkbox"/>	a Member of an Accounting Authority of any National or Provincial Public Entity
<input type="checkbox"/>	an Official of any Municipality or Municipal Entity	<input type="checkbox"/>	an employee of Parliament or a Provincial Legislature

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

***Insert separate page if necessary**

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

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

<input type="checkbox"/>	a Member of any Municipal Council	<input type="checkbox"/>	an Employee of any provincial Department, National or Provincial Public Entity or Constitutional Institution within the meaning of the Public Finance Management Act, 1999 (ACT 1 of 1999)
<input type="checkbox"/>	a Member of any Provincial Legislature		
<input type="checkbox"/>	a Member of the National Assembly or the National Council of Province		
<input type="checkbox"/>	a Member of the Board of Directors of any Municipal Entity	<input type="checkbox"/>	a Member of an Accounting Authority of any National or Provincial Public Entity
<input type="checkbox"/>	an Official of any Municipality or Municipal Entity	<input type="checkbox"/>	an employee of Parliament or a Provincial Legislature

***Insert separate page if necessary**

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.3: Continued

8.	Contact Person				
9.	Contact Number				
10.	Email Address				
11.	Postal Address				
13.	Physical Address				
14	Tax Reference Number				
15.	CIDB Grading				
16.	Has a BBBEE Status Level Verification Certificate been submitted?	Yes		No	
If YES, who was the Certificate issued by?					
17.	An Accounting Officer as contemplated in the Close Corporation act (CCA)				
18.	A Verification Agency Accredited by the South African National Accreditation System (SANAS)				
19.	A Registered Auditor				
20.	Companies and Intellectual Property Corporation (CIPC)				
21.	South African Police Services Sworn Affidavit (SAPSSA)				

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Signed _____ Date _____

Name & Surname _____ Position _____

Name of Tenderer _____

T2.2.4: Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by Joint Ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		<p>.....</p> <p>Name:</p> <p>.....</p> <p>Designation:</p> <p>.....</p> <p>Signature:</p> <p>.....</p>
		<p>.....</p> <p>Name:</p>

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	 Designation: Signature:
	 Name: Designation: Signature:
	 Name: Designation: Signature:

Signatories for the Joint Venture shall confirm their authority by attaching in the appendix/returnable a **duly signed and dated original or certified copy of the resolution on the Company/Joint Venture Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

T2.2.5: Schedule of Proposed Sub-Contractors

We notify you that it is our intention to employ the following Sub-Contractors for work in this contract.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Sub-Contractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all Sub-Contractors who will be contracted on the project are registered with relevant bodies (CIDB, NHBRC, and etc).

	Name and Address of Proposed Sub-Contractor	Nature and Extent of Work	Previous Experience with Sub-Contractor.
--	---	---------------------------	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1.			
2.			
3.			
4.			

Signed _____ Date _____

Name & Surname _____ Position _____

Name of Tenderer _____

T2.2.6: Schedule of Plant and Equipment

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

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

Quantity	Description	Size	Capacity

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Attach additional pages if more space is required.

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

Quantity	Description	Size	Capacity

Attach additional pages if more space is required.

Signed _____ Date _____

Name & Surname _____ Position _____

Name of Tenderer _____

T2.2.7: Schedule of Infrastructure

Provide information on the following infrastructure available for this project:

Infrastructure and resources available for this project:

1. Physical facilities and Buildings.

Description	Address	Owned	Leased

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Signed _____ Date _____

Name & Surname _____ Position _____

Name of Tenderer _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.8: Schedule of the Tenderer's Previous Projects and Experience

The procedure for the evaluation of responsive Bids will be on the average of the **PREVIOUS THREE PROJECTS** in the past five (5) years where the firm was involved for TSWAING LOCAL MUNICIPALITY (TLM) projects or other Clients. Reference of Clients other than TLM **MUST** be provided.

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- At least three of the references will be contacted to obtain their input.

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. **This information is material to the award of the Contract.**

ONLY REFERENCE LETTERS FROM CLIENTS WILL BE ACCEPTED, CONSULTANTS REFERENCE LETTERS WILL NOT BE ACCEPTED

Description	Value (R) VAT excluded	Period work executed		Reference		
		Appointment Date	Completion Date	Name	Organisation	Tel No and Fax

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.9: Schedule of the Tenderer’s Current Projects

Provide the following information on current projects
This information is material to the award of the Contract.

Description	Value (R) VAT excluded	Appointment Date	Expected Completion Date	Reference		
				Name	Organisation	Tel No and Fax

T2.2.10: Financial References and Bank Rating

(a) **JOINT VENTURE**

In the case of a Joint Venture, a **separate** submission in respect of each partner must be completed, attached and submitted.

(b) **FINANCIAL STATEMENTS**

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

(c) **DETAILS OF COMPANY'S BANK**

I/We hereby authorize the Employer/Engineer to approach all or any of the following banks for a reference:

DESCRIPTION	BANKING DETAILS (MAKE A COPY IF NEEDED FOR MORE THAN ONE BANK)
Name of Bank	
Branch Name	
Branch Code	
Street Address	
Postal Address	
Name of Manager	
Telephone Number	()
Fax Number	()
Account Number	
Account Holder	
Bank Rating	

How long has this account been in existence; please tick the appropriate box	0-6 months	
	7-12 months	
	13-24 months	
	More than 24 months	

Signed _____ Date _____

Name & Surname _____ Position _____

Name of Tenderer _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.11: 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.

Page	Clause or Item	Proposal (Amendment and Qualification)

Signed _____ Date _____

Name & Surname _____ Position _____

Name of Tenderer _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.12: Supervisory and Safety Personnel

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

Name & Surname	% Time on Site	Position (Current)	Service (Years)	List One (1) Project (Nature & Magnitude) and Year Executed	Value of Works	Position Occupied
	50%	Contracts Manager				
	100%	Site Agent				
	100%	Foremen				
	100%	OHS Officer				
Geotechnical Laboratory	To be nominated as and when required on site depending on Contractor's request and progress.					
Surveyor	To be nominated as and when required on site depending on Contractor's request and progress.					

Signed _____ Date _____

Name & Surname _____ Position _____

Name of Tenderer _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.13: Labour Utilization

Labour Categories - Definitions

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

1. **General Foreman / Foreman**

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

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

2. **Charge Hand**

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

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

3. **Artisan**

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

4. **Team Leader**

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

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

5. **Skilled Employee**

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

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

6. **Semi-Skilled Employee**
An employee with any specified skills, an apprentice or a trainee-artisan.
7. **Unskilled Employee**
An employee engaged on any task or operation not specified above.
8. **Imported Employee**
Personnel permanently employed by Contractor.
9. **Local Employee**
Temporary workforce employed through Labour Desk.

MAN DAYS

Categories	a) No. of Man Days		
	b) Imported	c) Local	d) HDI (Y/N)
1. Contracts Manager			
2. Site Agent			
3. Foreman/Supervisor (specify)			
3.1.			
3.2.			
3.3.			
4. OHS (specify type)			
4.1.			
4.2.			
5. Charge Hands			
6. Artisans			
7. Operators/Drivers			
8. Clerks/ Store man			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Categories	a) No. of Man Days		
	b) Imported	c) Local	d) HDI (Y/N)
9. Team Leader			
10. Skilled Labour			
11. Semi-Skilled Labour			
12. Unskilled Labour			

Man-Days	=	Number of Persons	X	Days / Time to Complete a Task in Hours
-----------------	----------	--------------------------	----------	--

Note:

- i. Make sure that all calculations are correct.
- ii. Calculations will be checked against the proposed programme of works and number of planned workforce (employees / labourers).
- iii. Man-days claimed must be achieved on site, or a penalty of 1 employees' man-day will be charged daily per task.
- iv. No unskilled or semi-skilled labourers are to be imported.

Signed _____ Date _____

Name & Surname _____ Position _____

Name of Tenderer _____

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.14: Occupational Health and Safety Act: Statement by Tendering Entity

I, _____ duly authorized to represent
_____ (Company Name)

in my capacity as _____ hereby

confirm that I accept full and exclusive responsibility for compliance by myself and all persons

who perform work for me with the **Provisions of the Occupational Health and Safety Act, No.**

85 of 1993 (as amended) and all **Regulations Promulgated** from **Time** to **Time**, whilst

performing work on _____

I confirm that all employees who perform work on the site shall be properly trained to do this
in a manner which is safe and without risk to health and safety to themselves and others in the
vicinity and undertake to have our activities adequately supervised in the interest of health
and safety.

Signed _____ Date _____

Name & Surname _____ Position _____

Name of Tenderer _____

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.15: Site Inspection Certificate

- a) **NEITHER SITE BRIEFING NOR CLARIFICATION MEETING** will be arranged by the Client.
- b) Tenderers are encouraged to familiarize themselves with the conditions and demographics around the project area including construction water accessibility.
- c) As required by Clause 2.7 of the Tender Data, I/We agree and give concern that I/We will proceed with the tendering on this tender in concern that no site inspection or clarification meeting was arranged.
- d) I/We will make own arrangements and initiatives to familiarize ourselves with the conditions prevailing around the project area including availability of construction water and borrow pit access and distance to be travelled.
- e) I/We confirm that I/We are satisfied with information and description of the work explanation given in the document and tender drawings.
- f) I/We confirm that should there be arise for a need for clarity, I/We shall contact the Client and Project Engineer on pmu@tswaing.gov.za and tenders@letlho.com / hmmasrumule.com / motubatse@letlho.com three days before the tender closing date and time.
- g) I/We confirm that I/We shall hold the Employer harmless for any major factor that I/We might overlook in pricing as a results of My/Our inadequate research regarding the project.

Signed _____ Date _____

Name & Surname _____ Position _____

Name of Tenderer _____

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.16: Authority of Signatory

With reference to Clause 2.13.4 of the Tender Data, I/we herewith certify that this tender is submitted by:

(Mark applicable block)

- a) A company, and attach hereto a certified copy of the required resolution of the Board of Directors ☐
- b) A partnership, and attach hereto a certified copy of the required resolution by all partners ☐
- c) A close corporation, and attach hereto a certified copy of the required resolution of the Board of Officials ☐
- d) A one-man business, and attach hereto certified proof that I am the sole owner of the business submitting this tender ☐
- e) A Joint Venture, and attach hereto a joint venture agreement ☐

- notarial certified copy of the original document under which the joint venture was constituted; and
- certified authorization by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture

Signed _____ Date _____

Name & Surname _____ Position _____

Name of Tenderer _____

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.16: Authority of Signatory (Continued)

Details of person responsible for tender process:

Name: _____

Contact number: _____

Office address: _____

Signatories for Close Corporations and Companies shall confirm their authority by attaching in the appendix (returnable) a **duly signed and dated original or certified copy of the resolution on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

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

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

(NAME OF TENDERER IN BLOCK CAPITAL LETTERS)

SIGNED ON BEHALF OF THE COMPANY _____

IN HIS CAPACITY AS _____

DATE _____

FULL NAMES OF SIGNATORY _____

Witnesses

1 _____
Name Signature

2 _____
Name Signature

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

T2.2.17: General Conditions of Contract

(NOT TO BE ALTERED)

PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

Dated July 2010 as set out by the National Treasury: Republic of South Africa

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination of default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Government language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices
36. Special Conditions of Contract

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

General Conditions of Contract

1.	Definitions "The following terms shall be interpreted as indicated"
1.1.	"Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
1.2.	"Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
1.3.	"Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.4.	"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
1.5.	"Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
1.6.	"Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
1.7.	"Day" means calendar day.
1.8.	"Delivery" means delivery in compliance of the conditions of the contract or order.
1.9.	"Delivery ex stock" means immediate delivery directly from stock actually on hand.
1.10.	"Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
1.11.	"Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
1.12.	" Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.13.	"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the bidder of the benefits of free and open competition.
1.14.	"GCC" means the General Conditions of Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1.15.	"Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.16.	"Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his Sub-Contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
1.17.	"Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
1.18.	"Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
1.19.	"Order" means an official written order issued for the supply of goods or works or the rendering of a service.
1.20.	"Project site," where applicable, means the place indicated in bidding documents.
1.21.	"Purchaser" means the organization purchasing the goods.
1.22.	"Republic" means the Republic of South Africa.
1.23.	"SCC" means the Special Conditions of Contract.
1.24.	"Services" means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.25.	"Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
1.26.	"Tort" means in breach of contract.
1.27.	"Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
1.28.	"Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.
2.	Application
2.1.	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2.	Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
2.3.	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
3	General
3.1.	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2.	Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4	Standards
4.1.	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5	Use of contract documents and information inspection
5.1.	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
5.2.	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3.	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser.
5.4.	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.
6	Patent Rights
6.1.	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
6.2.	When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.
7	Performance security
7.1.	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
7.2.	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
7.3.	The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or b) a cashier's or certified cheque.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

7.4.	The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
8.	Inspections, Tests and Analyses
8.1.	All pre-bidding testing will be for the account of the bidder.
8.2.	If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or Contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
8.3.	If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
8.4.	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
8.5.	Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
8.6.	Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
8.7.	Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
8.8.	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.
9.	Packing
9.1.	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.

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	Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
9.2.	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.
10.	Delivery and documents
10.1.	Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.
11.	Insurance
11.1.	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
12.	Transportation
12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified.
13.	Incidental Services
13.1.	<p>The supplier may be required to provide any or all of the following services, including additional services, if any:</p> <ul style="list-style-type: none"> a) performance or supervision of on-site assembly and/or commissioning of the supplied goods. b) furnishing of tools required for assembly and/or maintenance of the supplied goods. c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods. d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start- up, operation, maintenance, and/or repair of the supplied goods.
13.2.	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

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14.	Spare Parts
	<p>As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <ul style="list-style-type: none"> a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract, and b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> i. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and ii. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15.	Warranty
15.1.	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
15.2.	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
15.3.	The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
15.4.	Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
15.5.	If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
16.	Payment
16.1.	The method and conditions of payment to be made to the supplier under this contract shall be specified.

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16.2.	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
16.3.	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
16.4.	Payment will be made in Rand unless otherwise stipulated.
17.	Prices
17.1.	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
18.	Variation Orders
18.1.	In cases where the estimated value of the envisaged changes in purchase does not vary more than 20% of the total value of the original contract, the Contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the Contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
19.	Assignment
19.1.	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20.	Subcontracts
20.1.	The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21.	Delays in the Supplier's Delivery and/or Performance
21.1.	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
21.2.	If at any time during performance of the contract, the supplier or its Sub-Contractor/s should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
21.3.	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
21.4.	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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21.5.	Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
22.	Penalties
22.1.	Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
23	Termination for Default
23.1.	<p>The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <ul style="list-style-type: none"> a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; b) if the supplier fails to perform any other obligation(s) under the contract; or c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
23.2.	In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
23.3.	Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
23.4.	If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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23.5.	Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
23.6.	<p>If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <ul style="list-style-type: none"> i. the name and address of the supplier and / or person restricted by the purchaser. ii. the date of commencement of the restriction iii. the period of restriction; and iv. the reasons for the restriction. <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p>
23.7.	If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
24.	Antidumping and Countervailing Duties and Rights
24.1.	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
25.	Force Majeure
25.1.	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in Performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
25.2.	If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

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26.	Termination for Insolvency
26.1.	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.
27.	Settlement of Disputes
27.1.	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
27.2.	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
27.3.	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
27.4.	Notwithstanding any reference to mediation and/or court proceedings herein, a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
28.	Limitation of Liability
28.1.	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage does not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29.	Governing Language
29.1.	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30.	Applicable Law
30.1.	The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

Contractor

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Witness 2

Employer

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31.	Notices
31.1.	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
31.2.	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32.	Taxes and Duties
32.1.	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
32.2.	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
32.3.	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
32.4.	No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
33.	Transfer of Contracts
33.1.	The Contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.
34.	Amendment of Contracts
34.1.	No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
35.	Prohibition of Restrictive Practices
35.1.	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of restrictive practices 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a Contractor(s) was / were involved in collusive bidding.
35.2.	If a bidder(s) or Contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

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35.3.	If a bidder(s) or Contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or Contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or Contractor(s) concerned.
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Special Conditions of Contract

36.	Termination by Employer and Appointment of a Completion Service Provider (Contractor)
36.1.	In an event where the successful Service Provider (Contractor) has failed to execute the contract as per the conditions of the contract, thus resulting in termination of the contract as per <i>Clauses 9.2.1.1, 9.2.1.2, 9.2.1.3 (1)(2)(3)(4)(5)(6)(7)(8), of the</i> General Conditions of Contract 2015, Third Edition. Then, the Employer (Tswaing Local Municipality) reserves the right to appoint the second highest scoring bidder in the same tender for completion of the contract.
36.2.	Any incurred losses and damages will be claimed against the terminated Service Provider (Contractor).

Signed _____ Date _____

Name & Surname _____ Position _____

Name of Tenderer _____

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T2.2.18: Good Standing Regarding Tax

MBD 2

Declaration of Good Standing Regarding Tax

Sars Tax Pin Certificate must be submitted together with the bid. Failure to submit a valid Sars Tax Pin Certificate will result in the invalidation of the bid. Compliance will be confirmed using **Sars Pin** or **CSD MAAA** Number.

In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Sars Tax Pin Certificate.

Sars Tax Pin Certificate must be attached to the annexures/appendix in the returnable attachments.

Signed _____ Date _____

Name & Surname _____ Position _____

Name of Tenderer _____

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T2.2.19: Declaration of Interest

MBD 4

DECLARATION OF INTEREST

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

3.1. Full Name of tenderer or his or her representative:

3.2. Identity Number:

3.3. Position occupied in the Company (director, trustee, hareholder²):

3.4. Company Registration Number:

3.5. Tax Reference Number:

3.6. VAT Registration Number:

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

3.8. Are you presently in the service of the state? *[TICK APPLICABLE BOX]* ☐ YES ☐ NO

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Employer

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3.8.1. If yes, furnish particulars. _____

¹MSCM Regulations: "in the service of the state" means to be: –

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

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

3.9. Have you been in the service of the state for the past 12 months?
[TICK APPLICABLE BOX] ☐ YES ☐ NO

3.9.1. If yes, furnish particulars _____

3.10. Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?
[TICK APPLICABLE BOX] ☐ YES ☐ NO

3.10.1. If yes, furnish particulars _____

3.11. Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved of the state who may be involved with the evaluation and or adjudication of this bid? [TICK APPLICABLE BOX] ☐ YES ☐ NO

3.11.1. If yes, furnish particulars _____

3.12. Are any of the company's directors, trustees, managers, principal shareholders

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or stakeholders in service of the state? [TICK APPLICABLE BOX]

☐ YES ☐ NO

3.12.1. If yes, furnish particulars _____

3.13. Are any spouse, child or parent of the company directors' trustees, managers, principal shareholders or stakeholders in the service of the state? [TICK APPLICABLE BOX]

☐ YES ☐ NO

3.13.1. If yes, furnish particulars _____

3.14. Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are tendering for this contract. [TICK APPLICABLE BOX]

☐ YES ☐ NO

3.14.1. If yes, furnish particulars _____

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

Full Name	Identity Number	Personal Reference Tax Number	State Employee Number

Contractor

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Witness 2

Employer

Witness 1

Witness 2

Signed _____ Date _____

Name & Surname _____ Position _____

Name of Tenderer _____

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.20: Declaration for Procurement Above R 10 million (All Applicable Taxes Included)

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing?
[TICK APPLICABLE BOX] ☐ *YES ☐ NO
- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. _____

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?
[TICK APPLICABLE BOX] ☐ *YES ☐ NO
- 2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
- 2.2. If yes, provide particulars.

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? [TICK APPLICABLE BOX] ☐ *YES ☐ NO
- 3.1. If yes, furnish particulars

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? [TICK APPLICABLE BOX] ☐ *YES ☐ NO

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4.1. If yes, furnish particulars

I, THE UNDERSIGNED (FULL NAME & SURNAME) _____

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.

Signed _____ Date _____

Name & Surname _____ Position _____

Name of Tenderer _____

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT

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Witness 2

REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (c) Price; and
- (d) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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Witness 2

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Witness 2

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations 2022, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Preferential Procurement Regulation 2022

52. Specific goals

- (a) Company which at least 51% is owned by Black People
- (b) Company which is at least 51% is owned by women
- (c) Company which at least 51% is owned by people with disabilities
- (d) Company which 51% is owned by people living in rural underdeveloped areas
- (e) Locality

Points to be allocated for specific goals and to promote economic development"

1. The following conditions will stipulate the specific goals as contemplated in section 2(1) (d) (ii) of the Preferential Procurement Policy Framework Act, be attained.
2. A maximum of 20 points (80/20) preference points system or 10 (90/10) preference points system will be allocated for specific goals. These goals are as follow"
 - a) Contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
 - b) the promotion of enterprise located in the local area (phased in approach to be applied for other RDP
3. On paragraph 2 (b) above 50% of the (20/10) points will be allocated to promote this goal. Points will be allocated as follows:

Local area of Supplier	Number of Points for Preference (50%)		Means of Verification
	80/20	90/10	
Within the area of Tswaing Local Municipality.	10	5	Company registration-physical address
Within the area of Ngaka Modiri Molema District Municipality.	6	3	Company registration-physical address
Within the area of North West Province.	4	2	Company registration-physical address
Within the Republic of South Africa.	2	1	Company registration-physical address

4. Any specific goal for which a point may be awarded, must be clearly specified in the invitation to submit a tender

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5. A tender failing to submit proof of required evidence to claim preference for other specified goals, which is in line section 2 (1) (d) (i) of the Act.
 - a) may only score in terms of the 80/90-point formula for price and;
 - b) Scores 0 points out of 10/5 of the relevant specific goals where the supplier or service provider did not stipulate the area where the business is operating and/ or locating.
6. The preference points scored by a tender must be added to the points scored for price
7. The points scored must be rounded off to the nearest two decimal places
8. The contract must be awarded to the tender scoring the highest points.

- *Bidders are required to submit their business residential addresses for the purpose of determining their locality points.*
- *Should the business be located in the local area, the municipality reserves the right to verify the business address physically.*
- *Bidders who fail to comply with these requirements will not be awarded points.*

Specific Goals	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)	Means of Verification
Company which at least 51% is owned by Black People	10	5	CSD Report
Company which is at least 51% is owned by women	10	5	CSD Report
Company which at least 51% is owned by people with disabilities	10	5	Medical report indicating disability /CSD Report
Company which 51% is owned by people living in rural underdeveloped areas	10	5	CSD Report

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Identification of preference point system

53. 1. Tswaing Local Municipality must, in the tender documents, stipulate—
- a) The applicable preference point system as envisaged in regulations 4, 5, 6 or 7;
 - b) the specific goal in the invitation to submit the tender for which a point may be awarded, and the number of points that will be awarded to each goal, and proof of the claim for such goal.
2. If it is unclear whether the 80/20 or 90/10 preference point system applies, Tswaing Local Municipality must, in the tender documents, stipulate in the case of—
- a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.

80/20 preference point system for acquisition of goods or services with Rand value equal to or below R50 million

1. The following formula must be used to calculate the points out of 80 for price in respect of an invitation for a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

$$Ps = 80 \left(1 - \frac{Pt - P \min}{P \min} \right)$$

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

2. A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender. (The allocation of preference points for tenders above the quotation threshold to be decided and allocated per tender)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
4. Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

90/10 preference point system for acquisition of goods or services with Rand value above R50 million

1. The following formula must be used to calculate the points out 90 for price in respect of an invitation for tender with a Rand value above R50 million, inclusive of all applicable taxes:

Where-

$$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

2. A maximum of 10 points may be awarded to a tenderer for the specific goal specified for the tender. (The allocation of preference points for tenders above the quotation threshold to be decided and allocated per tender)
3. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
4. Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

80/20 preference points system for tenders for income-generating contracts with Rand value equal to or below R50 million

1. The following formula must be used to calculate the points for price in respect of an invitation for tender for income-generating contracts, with a Rand value equal to or below R50 million,

$$\left(\frac{Pt - P_{max}}{P_{max}} \right)$$

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Where-

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

P_{\max} = Price of highest acceptable tender.

2. A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender. (The allocation of preference points for tenders above the quotation threshold to be decided and allocated per tender)

3. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

4. Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

90/10 preference point system for tenders for income-generating contracts with Rand value above R50 million

1. The following formula must be used to calculate the points for price in respect of a tender for income-generating contracts, with a Rand value above R50 million, inclusive of all applicable taxes:

$$P_s = 90 \left(1 - \frac{P_t - P_{\max}}{P_{\max}} \right)$$

Where:

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

P_{\max} = Price of highest acceptable tender.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2. A maximum of 10 points may be awarded to a tenderer for the specific goal specified for the tender. (The allocation of preference points for tenders above the quotation threshold to be decided and allocated per tender)
3. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
4. Subject to section 2(1) (f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

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***Subcontracting as a condition of tender for procurement above R30 million
(regulation 9)***

1. The regulation states that if feasible to contract above R 30 million, an organ of state must apply subcontracting to advance designated groups.
2. The term “feasible” is used in recognition of the fact that it may not always be possible to subcontract in all tenders due to the nature of some tenders. (For instance it may not be possible to sub-contract one piece of machinery that is above R 30 million).
3. Tswaing Local Municipality will identify procurement opportunities for designated groups where compulsory sub-contracting must be applied to all contracts/ projects above R30 million.
4. The responsibility to determine whether it is feasible or not rests with Tswaing Local Municipality. Tswaing Local Municipality must ensure participation of EMEs and QSEs in contracts or projects and not just dismiss this provision on the basis that it is not feasible without providing facts and objective analysis to substantiate their decision.
5. Notwithstanding the minimum 30% compulsory sub-contracting provision, Tswaing Local Municipality may identify procurement opportunities for participation of designated groups in contracts or projects below R30 million.
6. Tenders must be advertised with a condition that tenderers who fail to comply with this requirement would be disqualified.
7. The Central Supplier Database (CSD) has been upgraded to allow bidders/ contractors/ suppliers access to CSD for identification of potential subcontractors from the pool of EMEs or QSEs to advance designated groups.
8. In the case of construction and built environment sectors, nothing prevents bidders/ contractors/ suppliers to select sub-contractors from the CIDB database who are registered on the CSD for the purposes of compliance with the minimum 30% compulsory sub-contracting provisions.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

9. Tenderers or contractors must submit proof of subcontracting arrangement between the main tenderer and the subcontractor. Proof of subcontracting arrangement may include a subcontracting agreement between main tenderer and the subcontractor.
10. The responsibility for inclusion of compulsory subcontracting clause in the tender rests with Tswaing Local Municipality.
11. The responsibility to sub-contract with competent and capable subcontractors rests with the main contractor/ supplier in conjunction with Tswaing Local Municipality.
12. The contract will be concluded between the main contractor and Tswaing Local Municipality, therefore, the main contractor and not the subcontractor would be held liable for performance in terms of its contractual obligations.
13. Main contractors/ suppliers are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and / or using their subsidiaries for fronting. Where primary contractor subcontracts with a subsidiary this must be declared in tender documents.
14. Tenders that do not meet subcontracting requirements are considered as being not acceptable tenders and must be disqualified and may not be considered for further evaluation or award.

Criteria for breaking deadlock in scoring

55. 1. If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
2. If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots. Which must be conducted by the Bid Evaluation Committee.

Remedies

56. 1. If Tswaing Local Municipality is of the view that a tenderer submitted false information regarding a specific goal, it must—
- a) Inform the tenderer accordingly; and
 - b) Give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.
2. After considering the representations referred to in sub regulation (1)(b), Tswaing Local Municipality may, if it concludes that such information is false—
- a) disqualify the tenderer or terminate the contract in whole or in part; and
 - b) if applicable, claim damages from the tenderer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>	
SURNAME AND NAME:
DATE:
ADDRESS:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 6.2

T2.2.23: Contract Form

MBD 7.2

Contract Form – Rendering of Services

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

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

1. I hereby undertake to render services described in the attached tendering documents to (name of the institution) _____
_____ in accordance with the requirements and task directives / proposals specifications stipulated in Tender Number _____ at the price/s quoted. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the tender.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Tendering documents, viz
 - Invitation to tender;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of Tenderer's past SCM practices;
 - Certificate of Independent Tender Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my tender; that the price(s) and rate(s) quoted cover all the services specified in the tendering

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilments of this contract.
5. I declare that I have no participation in any collusive practices with any tenderer or any other person regarding this or any other tender.

Signed _____ Date _____

Name & Surname _____ Position _____

Name of Tenderer _____

WITNESSES

Name & Surname _____ Signature _____

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Name & Surname _____ Signature _____

T2.2.23: Contract Form (Continued)

CONTRACT FORM – RENDERING OF SERVICES PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

Signed at _____ on _____

Name & Surname (Print) _____

Signature _____

WITNESSES

Name & Surname _____ Signature _____

Signature _____

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Name & Surname _____

Date _____

T2.2.24: Declaration of Abuse of Supply Chain Management

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<div>Yes</div> <div><input type="checkbox"/></div>	<div>No</div> <div><input type="checkbox"/></div>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM 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.

Signed _____ Date _____

Position _____

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Name of Tenderer _____

T2.2.25: Certificate of Independent Bid Determination

MBD 9

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

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

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.

Signed _____ Date _____

Name & Surname _____ Position _____

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Name of Tenderer _____

T2.2.25: Certificate of Independent Bid Determination (*continued*)

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (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.
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.

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.**

Signed _____ Date _____

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Name & Surname _____ Position _____

Name of Tenderer _____

T2.2.26: Declaration Form

Section 38: Declaration Form

Having examined the BID and the general conditions thereto, I/we hereby certify that the bid price in the bid schedules and the preference points claimed are correct.

I/We furthermore certify that I/we/the Company comply/complies with the issues around Section 38 of the Supply Chain Management Policy inter alia:

*IF ALL IS IN PLACE IN RESPECT OF THE CONTRACTUAL ISSUES LISTED IN THE TABLE BELOW; THE ANSWER SHOULD BE **YES**. ATTACH SUPPORTING INFORMATION IF ANY OF THE ANSWERS IS **NO**.*

Note: Municipality's Procurement Section will verify the statements. I/we certify the following:

No.	CONTRACTUAL ISSUES	YES	NO
1.	In terms of Section 38 (1) (c) that the Bidder or any of the Directors is not listed as a person prohibited from doing business with the Public Sector		
2.	In terms of Section 38 (1)(d) (i) that the Bidder or any of the Directors does not owe rates and taxes or Municipal service charges to any Municipality that is in any arrears for more than three (3) months. Copies of the latest Municipal service charges statement of the Bidder and the Directors must be attached to the tender/bid document		
3.	In terms of Section 38 (1) (d) (ii) that the Bidder or any of the Directors has not failed to perform satisfactorily on a previous/previous contract/s with the Municipality or any organ of state.		
4.	In terms of Section 38 (i) (9) that the Bidder or any of the Directors has not been convicted for fraud or corruption during the past five (5) years		
5.	In terms of Section 38 (i) (9) (iv) that the Bidder or any of the Directors has not been listed in the Register of Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, (Act No. 12 of 2004).		

SIGNATURE OF BIDDER

DATE

FULL NAME AND SURNAME: _____

COMPANY NAME: _____

PHYSICAL ADDRESS: _____

TELEPHONE NUMBERS: _____

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

E-MAIL ADDRESS: _____

WITNESS 1: _____ WITNESS 2: _____

T2.2.27: Municipal Utility Account

DECLARATION BY THE TENDERER

I the undersigned _____, has been duly
authorized to sign all documents with the Tender for Contract Number _____ on
behalf of _____ hereby make a
(Referred to herein as “the Bidder”)
declaration as follows:

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

**APPEND MUNICIPAL UTILITY ACCOUNTS IN THE RETURNABLE ATTACHMENTS -
(not older than three months)**

Signed _____ Date _____

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Name & Surname _____ Position _____

Name of Tenderer _____

T2.2.28: Size of Enterprise

Size of enterprise and current workload

What was your turnover in the previous financial year? _____

What is the estimated turnover for your current financial year? _____

Tenderer must append to the returnable attachments a three-year audited financial statement.

Signed _____ Date _____

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Name & Surname _____ Position _____

Name of Tenderer _____

T2.2.29: Programme of Works

Tenderer must append to the returnable attachments a proposed programme of works in MS Projects or Excel format.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Signed _____ Date _____

Name & Surname _____ Position _____

Name of Tenderer _____

T2.2.30: Proposed Cash Flow

Tenderer must append to the returnable attachments a preliminary cash flow MS Projects or Excel format.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Signed _____ Date _____

Name & Surname _____ Position _____

Name of Tenderer _____

T2.2.31: Certificate of Good Standing

Tenderer must append to the returnable attachments a Certificate or Letter of Good Standing with Compensation Commissioner or Federated Employers Mutual Assurance (FEMA).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Signed _____ Date _____

Name & Surname _____ Position _____

Name of Tenderer _____

T2.2.32: Project Structure

Notes to Tenderer:

1. The intention of this form is to demonstrate the Tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The Tenderer must attach his own organogram to this form.
2. Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g., combining directors/associates into one box of the organogram. However, the individual positions of the key personnel within the structure must still be shown.
3. Joint Venture tenders will require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition, there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work. Joint Venture Tenderers shall note that the share of work indicated will be used in the analysis of such a Tenderers preference proposed on returnable form D1, and that if awarded the share of work shall become a contractual obligation between the members of the joint venture.
4. State the city or town where the company's head office is located. The locality of regional or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA.
5. Registered professional engineers, technicians or technologists means those who are involved in the built industry as well as allied fields such as environmental professionals. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.
6. **Tenderers must append to the returnable attachments the organogram as per above guidelines.**

ITEM	COMPANY 1	COMPANY 2
Head Office: (No)		
Other Offices: (No)		
Registered (No)		
Professionals: Total Employees: (No)		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

%Share in JV Agreement		
-------------------------------	--	--

Signed _____ Date _____

Name & Surname _____ Position _____

Name of Tenderer _____

T2.2.33: Declaration of Tenderer's Litigation History

Note to Tenderer:

The Tenderer shall list below details of any litigation with which the Tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favor the award, if any, was made.

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

Insert additional pages if more space is needed.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Signed _____ Date _____

Name & Surname _____ Position _____

Name of Tenderer _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM008/2022/23

PROJECT DESCRIPTION: CONSTRUCTION OF A NEW HALL AT GANALAAGTE VILLAGE

C1 AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Form of Guarantee

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

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

Appointment of a Contractor for the Construction of Delareyville Internal Roads and Stormwater Phase 1 – Portion “A”

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

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

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

Rand (in words);

R _____ (in figures).

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

Signature: _____ Date: _____

Name: _____

Capacity:

FOR THE TENDERER

(Name and address of organization):

Name of witness: _____ signature: _____

Name of witness: _____ signature: _____

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 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site information
- Part 5 Additional Documentation

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five 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.

FOR THE EMPLOYER: **Tswaing Local Municipality**

Cnr General Delarey and Government Streets,
Delareyville,
2770

Signature: _____

Date: _____

Name & Surname: _____

Capacity: _____

Name _____ of _____ witness:

Signature: _____

Date:

SCHEDULE OF DEVIATIONS

Notes:

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

a) Subject

Details

b) Subject

Details

c) Subject

Details

d) Subject

Details

e) Subject

Details

f) Subject

Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

Signature: _____ Date: _____

Name: _____

Capacity:

FOR THE TENDERER

(Name and address of organization):

Name of witness: _____ signature: _____

Name of witness: _____ signature: _____

FOR THE EMPLOYER: **Tswaing Local Municipality**
Cnr General Delarey and Government Streets,
Delareyville,
2770

Signature: _____ Date: _____

Name: _____

Capacity: _____ Name of _____

witness: _____

Signature: _____ Date: _____

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The Conditions of Contract are clauses 1 to 42 of the JBCC Series 2000 Principal Building Agreement (Edition 5.0 of July 2007) prepared by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.

Part 1: Data Provided by the Employer

Clause	Contract Data
1.1.1.5	<p><i>Replace the contents of Clause 1.1.1.5 with the following:</i></p> <p>The "Commencement Date" means the date on which the contractor receives a written instruction from the Employer to commence with the Works. The instruction to commence with the works will not be issued later than 28 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.</p>
1.1.1.13	The Defects Liability Period for the Works shall be 90 days.
1.1.1.14	<p><i>Add the following to the end of this definition:</i></p> <p>This clause shall apply <i>mutatis mutandis</i> to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.</p> <p>The time for achieving practical completion is Six (06) Months.</p>
1.1.1.15	The Employer is Tswaing Local Municipality.
1.1.1.16	The Engineer means any Director, Associate or Professional Engineer appointed generally or specifically by the management of the Employer to fulfil the functions of the Engineer in terms of the Conditions of Contract.
1.1.1.26	The pricing strategy is Re-measurement Contract.
1.2.1	<p><i>Add the following to the clause:</i></p> <p>1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.</p> <p>1.2.1.4 Posted to the Contractor's address and delivered by the postal authorities.</p>

	1.2.1.5 Delivered by a courier service and signed for by the recipient or his representative.
1.2.1.2	<p>The address of the Employer is:</p> <p>Physical Address: Tswaing Local Municipality C/o General Delarey and Government Streets, Delareyville, 2770 North West Province</p> <p>Postal Address: P O Box 24, Delareyville, 2770 North West Province</p> <p>Tel: +27 (53) 948 0900 Fax: +27 (53) 948 1500</p>
1.3.6	<p>Add the following new Clause:</p> <p>The copyright in all documents, drawings and records (prepared by the Engineer) related in any manner to the Works shall vest in the Employer or the Engineer or both (according to the dictates of the Contract that has been entered into by the Engineer and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organization without the prior approval of the Employer to this effect.</p>
3.1.3	<p>The Engineer is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <p>3.1.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions.</p>
	<p>3.1.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the evaluation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11.</p> <p>3.1.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.</p>

4.1.2	<p><i>Add the following to the clause:</i></p> <p>The Contractor shall provide the following to the Engineer for retention by the Employer or his assignee in respect of all works designed by the Contractor:</p> <p>4.1.2.1 a Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.1.2.2 proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.1.2.3 design calculations should the Engineer request a copy thereof.</p> <p>4.1.2.4 Engineering drawings and workshop details (both signed by the relevant professional), in order to allow the Engineer to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>4.1.2.5 "As-Built" drawings in DXF, Auto CAD 3D, and PDF electronic format after completion of the Works. The Contractor shall be responsible for the design of the Temporary Works.</p>
4.3.3	<p><i>Add the following new clause:</i></p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.</p> <p>The Contractor shall submit an approved Health and Safety Plan to the Engineer within 14 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.</p>
4.3.4	<p><i>Add the following new clause:</i></p> <p>Contractor's liability as mandatory</p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract, it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p>

4.3.5	<p>Add the following new clause:</p> <p>Contractor to notify Employer</p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p>
4.3.6	<p>Add the following new clause:</p> <p>Contractor's Designer</p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p>
4.3.7	<p>Add the following new clause:</p> <p>The Ministerial Determination 4, Expanded Public Works Programme, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No 949 of 22 October 2010, as appended to these Contract Data as Annexure A, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p>
4.10.3	<p>Add the following new clause:</p> <p>The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.</p>
5.3.1	<p>Add the following:</p> <p>The documentation required before commencement with Works Execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • Initial Programme (Refer to Clause 5.6) • A detailed cash flow forecast (Refer to Clause 5.6.2.6) • Security (Refer to Clause 6.2) – 10% of the Contract Value. • Insurance (Refer to Clause 8.6) – Minimum Cover of R 5 million.
5.3.2	<p>Add the following:</p> <p>The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.</p>
5.4.2	<p>The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope or Works and/or Site information.</p>

5.6.1	<p><i>Add the following to the clause:</i></p> <p>In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings.</p>
5.7.1	<p><i>Delete the last paragraph of the clause and replace with the following:</i></p> <p>No such instruction by the Engineer to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined.</p>
5.8.1	<p>The non-working days are Sundays.</p> <p>Special non-working days shall be all South African Statutory holidays and the official building holidays (which commences on 16 December and ends on 13 January).</p>
5.12.3	<p><i>Delete the contents of the clause and insert the following:</i></p> <p>If an extension of time is granted, other than an extension resulting from abnormal rainfall in terms of Clause 5.12.5, the Contractor shall be paid such additional time-related General Items as are appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned.</p>
5.12.5	<p><i>Add the following new clause:</i></p> <p>Extension of time due to Abnormal Rainfall</p> <p>Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula:</p> $V = (Nw - Nn) + (Rw - Rn)/20$ <p>Where:</p> <ul style="list-style-type: none"> ▪ V = Extension of time in calendar days for the calendar month under consideration, ▪ Nw = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded, ▪ Rw = Actual total rainfall in mm recorded during the calendar month under consideration, ▪ Nn = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter,

- R_n = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereafter.

Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N_n , then V shall be taken as being equal to minus N_n . The total extension of time to be granted shall be the taken as being equal to minus N_n . The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.

Rainfall records for the period of construction shall be taken on Site. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall.

The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Engineer or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Engineer's Representative. Access to the measuring gauge(s) shall at all times be under the Engineer's control. The rainfall records applicable to this Contract are those recorded at Weather Station Tswaing ARG 0511/5234. The following values of N_n and R_n shall apply:

Month	R_n (mm)	N_n (days)
January	130,1	4
February	94,2	3
March	75,1	2
April	60,3	2
May	9,8	0
June	5,9	0
July	1,6	0
August	7,2	0
September	18,8	0
October	57,5	2
November	89,4	3
December	105,8	3
TOTAL	655,7	19

No adjustment to the total for time-related preliminary and general items will

	be applicable for any automatic extension of time for completion granted in terms of this clause.
5.13.	<p><i>Delete the contents of the clause and insert the following:</i></p> <p>5.13.1 If the Contractor fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 5.14.2 to receive a Certificate of Practical Completion for the Works, then the Contractor shall be liable to the Employer for the sum(s) stated below as (a) penalty(ies) for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and the actual Date of Practical Completion of the Works or of the specific portion.</p>
	<p>The penalty for delay shall be: R2 500-00 per calendar day.</p> <p>5.13.2 If before the issue of a Certificate of Practical Completion for the whole of the Works, or for any specific portion thereof that is identified in the Scope of Works, any further part of the Works has been:</p> <p>5.13.2.1 certified as complete in terms of a Certificate of Practical Completion; or</p> <p>5.13.2.2 occupied or used by the Employer, his agents, employees or other Contractors (not being employed by the Contractor);</p> <p>then the appropriate penalty for delay referred to in Clause 5.1.3.1 above shall be reduced by the amount which is determined by the Engineer to be appropriate under the circumstances.</p> <p>5.13.3 The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p> <p>5.13.4 All penalties for which the Contractor becomes liable in terms of Clause 5.13.1 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor.</p> <p>5.13.5 The imposition of any penalties in terms of Clause 5.13.1 shall not limit the right of the Engineer of the Employer to act in terms of Clause 9.2.</p>
5.13.4	<p><i>Add the following new Clause:</i></p> <p>If the Contractor shall, without the prior written permission of the Engineer, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract:</p>

	<ul style="list-style-type: none"> fail to execute such portions of the Works, or any parts thereof, utilizing labour intensive construction methods strictly in accordance with the provisions of the Contract; or utilize in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or utilize in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract. <p>Then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance.</p> <p>The penalty for non-compliance is: 15% of the value of Works specified.</p> <p>The imposition of penalties in terms of this clause shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p>
5.16.3	The Latent defect period is 10 years after the issue of the Final Approval Certificate in terms of Clause 15.6.1
6.1.1	<p><i>Add the following to the clause:</i></p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p>
6.2.1	<p><i>Add the following to this Clause:</i></p> <p>The amount of the Surety will be 10% of the Contract Price (including Value Added Tax) at the time that the Agreement comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Pro Forma Form of Guarantee bound into the General Conditions of Contract is replaced by the Form of Guarantee (Deed of Surety ship) which is included in Part C1.3 of this document.</p> <p>This approval or otherwise shall be based upon legal opinion to be provided by the Engineer.</p>
6.8.2	The application of a Contract Price Adjustment factor will not apply to this Contract. "Refer to Contract Price Adjustment Schedule for details".
6.8.3	Price Adjustments for variations in the cost of special materials will be allowed. "The Contractor will be required to provide full details in Part 2 of the Contract Data".

6.8.4	In line 8 delete the words "between the Employer and the Contractor".
Clause	Contract Data
6.10.3	The percentage retention is 10%. The Limit of Retention Money is 5% of the Contract Price at the time of the Agreement made in terms of the Form of Offer and Acceptance coming in to enforcement.
6.10.4	In line 4 delete the word "said" and insert the word "correct".
6.10.9	<p><i>Replace the first sentence of the clause with the following:</i></p> <p>Within 14 days after the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Engineer a final statement claiming final invoice of all money (ies) due to him for additional work ordered by the Engineer after the Certificate of Completion date (save in respect of matters in dispute, in terms of Clause 58, and not yet resolved) plus the remainder of retention monies (subject to Clause 49.5.1) retained by the Employer.</p>
6.11.1.3	Delete "15 %" and replace it with "25%".
8.6.1.3	The limit of indemnity for liability insurance is R5 000 000 per event, the number of events being unlimited.
10.5.3	The number of Adjudication Board Members to be appointed is 1 (One).

Signed _____ Date _____

Name & Surname _____ Position _____

Name of Tenderer _____

CONTRACT PRICE ADJUSTMENT SCHEDULE	
Clause	Contract Data
1.1	<p>The application of a Contract Price Adjustment factor will not apply to this Contract. The price adjustment formula provided in the General Conditions of Contract will apply, together with the following coefficients and the definition of the relevant indices indicated below;</p> <p>$X = 0,10$ $a = 0.15$ $b = 0.20$ $c = 0.55$ $d = 0.1$</p> <p><i>Add the following:</i></p> <p>Contract Price Adjustment is not applicable to the contract.</p>
1.2	<p>Replace the definitions of the relevant indices with the following:</p> <p>“L” is the “Labour Index” and shall be the “Consumer Price Index” as published in the Consumer Price Index Statistical Release P0141 (Table A – Consumer Price Index and percentage change according to Tswaing of Statistics South Africa.</p> <p>“P” is the “Plant Index” and shall be the “Civil Engineering Plant” index as published in the Production Price Index Statistical Release P0142.1 (Table 12 – Price Index for selected materials) of Statistics South Africa.</p> <p>“M” is the “Materials Index” and shall be the “Civil Engineering” index as published in the Production Price Index Statistical Release P0142.1 (Table 11 – Production Price for materials used in certain industries) of Statistics South Africa.</p> <p>“F” is the “Fuel Index” and shall be the “Diesel fuel – Coast and Witwatersrand” index as published in the Production Price Index Statistical Release P0142.1 (Table 12 - Production Price Index for selected materials) of Statistics South Africa.</p>
1.3	<p>The base month shall be the month prior to the closing date of this tender.</p>

Signed _____ Date _____

Name & Surname _____ Position _____

Name of Tenderer _____

PART 1: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the *General Conditions of Contract Third Edition (2015)*, published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.

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

Clause	Contract Data		
1.1.1.9	The Name of the Contractor is: _____ _____		
1.2.1.2	The Address of the Contractor is: _____ _____		
6.2.1	The security to be provided by the Contractor shall be one of the following:		
	Type of Security	Contractor's choice. Indicate "Yes" or "No"	
	Cash deposit of 10% of the Contract Sum (Incl. VAT).		
	Performance guarantee of 10 % of the Contract Sum (Incl. VAT).		
	Cash deposit of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).		
	Performance guarantee of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).		
6.8.3	The variation in cost of special materials is:		
	Special Material	Method	Price for Base Month

END OF SECTION

C1.3 PRO FORMA PERFORMANCE GUARANTEE

PROJECT NO: SCM008/2022/23

PROJECT DESCRIPTION: CONSTRUCTION OF A NEW HALL AT GANALAAGTE VILLAGE

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” **means:**

—

“Physical” **address:**

—

“Employer” **means:**

—

“Contractor” **means:**

—

“Engineer” means: _____

“Works” means: _____

“Site” means: _____

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

“Contract Sum” means: The accepted amount inclusive of tax of R _____

Amount in Words: _____

“Guaranteed Sum” means: The maximum aggregate amount of R _____

Amount in Words: _____

“Expiry Date” means: _____

CONTRACT DETAILS:

Engineer 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 Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum Certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor 's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the Full outstanding balance upon receipts 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 term 1.
7. Where the Guarantor has made payment in term 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 Employer.
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 services 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 after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No

32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's court.

Signed at _____

Date _____

Guarantor's signatory (1) _____

Capacity _____

Guarantor's signatory (2) _____

Capacity _____

Witness signatory (1) _____

Witness signatory (2) _____

PROJECT NO: SCM008/2022/23

PROJECT DESCRIPTION: CONSTRUCTION OF A NEW HALL AT GANALAAGTE VILLAGE

WHEREAS

(Hereinafter referred to as "the Employer")

at _____ entered into, on the ____ Day of _____ 20____,

at _____ A Contract
with _____

(Hereinafter called "The Contractor")

At _____ for the construction of _____

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

AND WHEREAS _____
has/have at the request of the Contractor, agreed to give such security;

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

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
3. This guarantee shall remain in full force and effect until the issue of the Certificate of

Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

4. Our total liability hereunder shall not exceed the sum of (R _____).

5. We hereby choose *domicilium citandi et executandi* for all purposes arising hereof at

IN WITNESS WHEREOF this guarantee has been executed by us at _____

on this _____ day of _____ 20_____.

Name & Surname: _____ Signature _____

Duly authorised to sign on behalf of _____

Address: _____

As witnesses:

1. _____ Signature _____

2. _____ Signature _____

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM008/2022/23

PROJECT DESCRIPTION: CONSTRUCTION OF A NEW HALL AT GANALAAGTE VILLAGE

C2 PRICING DATA

C2.1 Pricing Instructions

C2.2 Bill of Quantities

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM008/2022/23

PROJECT DESCRIPTION: CONSTRUCTION OF A NEW HALL AT GANALAAGTE VILLAGE

C2.1 PRICING INSTRUCTIONS

1. Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")

The adjustment of the preliminaries shall be according to the choice made by the contractor in clause 3 of the CE Contract Data of the JBCC Series 2000, Edition 5.0, Code 2101 - CE (July 2007)

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

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	Litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day
Pers. Days	=	person days

3. Descriptions in the Schedule of Quantities are abbreviated. The schedule has been drawn up generally in accordance with the latest issue of "Civil Engineering Quantities". Should any requirement of the measurement and payment clause of the

applicable Standardized Specification, or the Project Specification, or the Particular Specification(s) conflict with the terms of the Schedule or, when relevant "Civil Engineering Quantities", the requirement of the Standardized, Project or Particular Specification, as applicable, shall prevail.

4. The Tender Data, the Scope of Work and the Drawings are to be read in conjunction with the Schedule of Quantities.
 - a. The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent Works.
 - b. Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule, his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the payment to be paid for such additional work on the rates inserted in the Schedule by the Contractor.
 - c. Relevant Clause of each Standardized Specification and the measurement and payment clause of each Particular Specification, read together with the relevant clause of the Project Specification, set out what ancillary or associated activities are included in the rate for the operations specified.
5. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.
6. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer for the work described under the several items. The prices and rates shall be exclusive of Value Added Tax. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based.
8. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)
9. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.

10. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
11. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
12. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
13. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
14. All prices and rates entered in the Bill of Quantities must be **excluding Value Added Tax (VAT)**. VAT will be added last on the summary page of the Bill of Quantities.
15. A price or rate is to be entered, in **BLACK INK**, against each item in the Schedule of Quantities.
16. In the event of the Tenderer failing to price any item it will be held that the Tenderer has made adequate allowance under other items for all labour, material and costs required for the execution, not only of the quantum of work covered by the unpriced item but also for any increase in the said quantum which may have to be undertaken during the course of the Contract.

Signed _____ Date _____

Name & Surname _____ Position _____

Name of Tenderer _____

TSWAING LOCAL MUNICIPALITY



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<h3>C2.2 BILL OF QUANTITIES</h3>
