



WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY

BIZANA MINI MARKET PHASE 2

CONTRACT NUMBER: WMM-LM 24/08/23/01 BMM

TENDERER	
CLOSING DATE	05 FEBRUARY 2024
BID PRICE	
CLOSING TIME	12 NOON

Letter of Consent

Name and Address of the Company

The Municipal Manager
 Winnie Madikizela-Mandela Local Municipality
 P.O. Box 12
 Bizana
 4800
 Sir/Madam

Granting of authority to request information from any legal entity relevant to this Bid

I/we acknowledge that the information herein contained shall constitute the basis on which my/our Bid is to be considered. I/we grant approval that any source regarding this Bid may be fully investigated and that all such information shall be of material value to Winnie Madikizela-Mandela Local Municipality and directly relevant to the consideration of my/our Bid.

I/we _____ grant my/our consent to such source to provide confidential information.

I/we warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/we am /are not aware of any information which, should it become known to the Winnie Madikizela-Mandela Local Municipality, would affect the consideration of my/our Bid in any way. The Winnie Madikizela-Mandela Local Municipality wishes to inform you that all information regarding your personal matters is treated as strictly confidential.

Please tick the appropriate box.

	I/We hereby consent to the above
	I/We hereby withhold consent and fully understand the implications and ramifications of my/our decision and will not hold the Winnie Madikizela-Mandela Local Municipality responsible for not considering my/our Bid.

Signature: Date:

Witness: Signature:

Copy of Tender Advert



**WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY
RE-ADVERT**

PROJECT NAME	CONTRACT NUMBER	CIDB	CLOSING DATE
Bizana Mini Market Phase 2	WMM-LM 24/08/23/01 BMM	4GB	05 February 2024

Bid proposals are hereby invited from suitably qualified and accredited service providers who are interested to submit their proposals to tender for the above-mentioned projects for Winnie Madikizela-Mandela Local Municipality.

Bid documents can be downloaded from e-tender portal website. (www.etenders.gov.za)

Bids should score a minimum point of 70% in order to be considered for further evaluation.

The bids will be evaluated on the **80/20 or 90/10** preferential points system

Failure to submit the following fully completed document(s) will render the bid null and void:

- A copy of Entity Registration Documents, Certified ID Copy(ies) of Director(s) (not older than 3 months), proof of CSD Registration
- SARS Valid PIN Printout
- Bid documents MBD1, MBD4, MBD6.1, MBD 6.2, MBD 6.4, MBD 8 and MDB 9
- Billing Clearance Certificate or Statement of Municipal Accounts confirming that no undisputed municipal accounts are overdue by more than 30 days and a signed letter by the bidder confirming that the institution does not have outstanding accounts more than 30 Days on the day of the tender closing.
- Evaluation Criteria: 80 or 90= Price, 20 or 10= Specific Goals as per the attached MBD 6.1 respectively
- In case of a joint venture, an original valid Tax Compliance Document of both partners should be submitted as well as a signed agreement by both parties clearly indicating the lead partner
- The Minimum Threshold for Local Content for the above-mentioned projects is 100% (If Applicable)

Advert Date: 12th January 2024

Closing Date: All tenders must be emailed to tenders.scm@mbizana.gov.za by no later than the date and time stated above after which they will be opened. All tenders must be clearly marked the Name of the project and Reference number indicated above. Failure to do so your tender may not be considered

No late, incomplete or facsimile bids will be accepted for consideration. The only or lowest bid received shall not necessarily be accepted. Winnie Madikizela-Mandela Local Municipality reserves the right to accept part or full bid. For technical enquiries, please contact Ms. N. Mafumbatha on (082) 370 7201, email: mafumbathan@mbizana.gov.za during working hours. For Supply Chain Management related enquiries, please contact Mr. Z. Khala at (079) 886 0942, email: khalaz@mbizana.gov.za during working hours

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Mr. L. Mahlaka
Municipal Manager

MBD1 Invitation to bid

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE <i>(NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</i>					
BID NUMBER:	WMM-LM 24/08/23/01 BMM	CLOSING DATE:	05 February 2024	CLOSING TIME:	12H00 noon
DESCRIPTION	BIZANA MINI MARKET PHASE 2				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE SENT VIA EMAIL TO THE EMAIL ADDRESS PROVIDED BELOW					
TENDERS.SCM@MBIZANA.GOV.ZA for tenders above R200 000 inclusive of VAT					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
PEOPLE LIVING WITH DISABILITY [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes	MILITARY VETERAN	<input type="checkbox"/> Yes		
	<input type="checkbox"/> No		<input type="checkbox"/> No		
[DOCUMENTARY PROOF/ SWORN AFFIDAVIT (FOR PEOPLE LIVING WITH DISABILITIES) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR TARGETED GOALS]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA) <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

T1.2 Tender Data

C1.2 : CONTRACT DATA : PRINCIPAL BUILDING AGREEMENT
(Edition 4.1 of March 2005)

Project title:	BIZANA MINI MARKET
Tender No:	WMM-LM 24/08/23/01 BMM

	<p>The Conditions of Contract are clauses 1 to 42 of the JBCC series 2000 Principal Building Agreement (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract may be obtained from 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.</p>
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	<p>CONTRACT VARIABLES</p> <p>THE SCHEDULE</p> <p>The schedule contains all the variables referred to in this document and is divided into part 1: contract data completed by the employer and part 2: contract data completed by the contractor. Part 1 must be completed in full and included in the tender documents. Both part 1 and part 2 form part of this agreement.</p> <p>Spaces requiring information must be filled in, shown as “not applicable” or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in <i>[/]</i> brackets.</p>
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42.0	Part 1: Contract Data completed by the Employer
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42.1	CONTRACTING AND OTHER PARTIES
42.1.1	<p>Employer: Winnie Madikizela Mandela</p> <p>Postal address: P.O BOX 12 Mbizana 4810</p> <p>Tel: 039 252 0131 Fax: 086 652 4682</p> <p>Physical address: 51 Winnie Madikizela Street Mbizana 4800</p>
[1.2]	

42.2	CONTRACT DETAILS
42.2.1 [1.1]	Works description: Mini Market and Stalls
42.2.2 [1.1]	Site description: Mbizana
42.2.4 [41.0]	Specific options that are applicable to a State organ only Where so :
[31.1 #] [31.11.2 #] [31.12.2#] [11.2.#] [31.4.2 #] [40.2.2.#] [26.1.2 #]	<p>1) Interest rate legislation: (a) in respect of interest owed by the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and</p> <p>(b) in respect of interest owed to the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply</p> <p>2) Lateral support insurance to be effected by the contractor: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>3) Payment will be made for materials and goods: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>4) Dispute resolution by litigation:</p> <p>5) Extended defects liability period applicable to the following elements: Not applicable</p>
42.2.6 [15.3]	Period for the commencement of the works after the contractor takes possession of the site : Ten (10) working days.
42.2.7 [24.3.1] [30.1]	For the works as a whole: The date for practical completion shall be Five (5) months from the commencement date and the penalty per calendar day shall be 6.25 cents per R100.00 of the contract sum
42.2.8 [24.3.1] [28.1]	For the works in sections: Not Applicable The date for practical completion from the commencement date and the penalty per calendar day : Not Applicable Section 1: 5 months Section 2: N/A

42.2.9 [1.2]	The law applicable to this agreement shall be that of the: Republic of South Africa
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42.3	INSURANCES
42.3.1 [10.1 #, 10.2 #, 12.1 #]	<p>Contract works insurance to be effected by the contractor</p> <p><input checked="" type="checkbox"/> To the minimum value of the contract sum plus 15%</p> <p>With a deductible not exceeding 5% of each and every claim</p> <p>Or</p> <p><input type="checkbox"/> For the minimum sum of R (insert amount in words)</p> <p>With a deductible not exceeding 5% of each and every claim</p>
42.3.2 [10.1 #, 10.2 #, 12.1 #]	<p>Supplementary insurance is required: Yes</p> <p>To the minimum value of the contract sum plus 15 %</p>
42.3.3 [11.1 #, 12.1 #]	<p>Public liability insurance to be effected by the contractor</p> <p><input checked="" type="checkbox"/> For the sum of R 5 million</p> <p>With a deductible not exceeding 5% of each and every claim</p> <p>Or</p> <p><input type="checkbox"/> For the sum of R (insert amount in words)</p> <p>With a deductible not exceeding 5% of each and every claim</p>

42.3.4 [11.2 #, 12.1 #]	<p>Support insurance to be effected by the contractor</p> <p>For the sum of N/A</p> <p>With a deductible of N/A</p>
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42.4	DOCUMENTS
42.4.2 [3.7]	Three (3) copies of the construction documents will be supplied to the contractor free of charge
42.4.3	Bills of quantities / Lump sum document schedule of rates drawn up in accordance with: Standard System of Measuring Building Work (sixth edition as amended)
42.4.5 [3.4]	JBCC Engineering General Conditions are to be included in the contract documents: No

42.4.6 [31.5.3] [32.13]	<p>The contract value is to be adjusted using CPAP indices: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Where CPAP is applicable, the contract sum will be adjusted in accordance with the JBCC Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as prepared by the JBCC Series 2000, code</p>
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	<p>2118, dated May 2005 and any amendments thereto:</p> <ol style="list-style-type: none"> 1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities 2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170 3) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries 4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted 5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45 <p>Alternative Indices: Not Applicable</p>
42.4.7 [3.10]	<p>Details of changes made to the provisions of JBCC standard documentation</p> <p>Clause</p> <p>1.1 COMMENCEMENT DATE – means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect</p> <p>CONSTRUCTION GUARANTEE – means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule.</p> <p>CONSTRUCTION PERIOD – means the period commencing on the commencement date and ending on the date of practical completion</p> <p>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.</p> <p>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 tenderer, and includes collusive practice among tenderers (prior to and after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.</p> <p>INTEREST – the interest rates applicable on this contract, whether specifically</p>

	<p>indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:</p> <p>(a) in respect of interest owed by the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and</p> <p>(b) in respect of interest owed to the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply</p> <p>SECURITY – means the form of security provided by the employer or contractor, as stated in the schedule, from which the contractor or employer may recover expenses or loss.</p> <p>1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been given when:</p> <p>1.6.4 No clause</p> <p>3.2.1 A construction guarantee in terms of 14.0, where so elected in his tender</p> <p>3.7 Add at the end thereof:</p> <p>The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access at all times.</p> <p>3.10 Replace the second reference to “principal agent” with the word “employer”</p> <p>4.3 No clause</p> <p>5.1.2 under clause 41- Include reference to 32.6.3; 34.3 and 34.4 in terms of which the employer has retained its authority and has not given a mandate to the principal agent and in terms of which the employer shall sign all documents</p> <p>10.5 Add the following as 10.5</p> <p>Damage to the works</p> <p>a) Without in any way limiting the contractor’s obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary</p>
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- b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**
- c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the excepted risks as set out in 10.6
- d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.6 Add the following as 10.6

Injury to Persons or loss of or damage to Properties

- a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any movable, or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- c) The **contractor** shall upon receiving a contract instruction from the **principal agent** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**.
- d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**.
- e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor**, shall and will remain adequately insured or insured against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed

f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.7 Add the following as 10.7

HIGH RISK INSURANCE

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.7.1 Damage to the works

The **contractor** shall, from the **commencement date** of the **works** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and **security** measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor's** own costs

10.7.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any movable, or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within

	<p>twenty one (21) calendar days of the commencement date but before commencement of the works, submit to the employer proof of such insurance policy, if requested to do so</p> <p>10.7.4 The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole</p> <p>14.0 Replace the entire clause 14.0 with the following:</p> <p>14.0 SECURITY</p> <p>14.1 In respect of contracts with a contract sum up to R1 million, the security to be submitted by the contractor to the employer will be as a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT)</p> <p>14.1.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 31.8(A)</p> <p>14.1.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor</p> <p>14.2 In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of 14.3, 14.4, 14.5, 14.6 or 14.7 as stated in the schedule. Such security shall be provided to the employer within twenty-one (21) calendar days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within twenty-one (21) calendar days from commencement date, the security in terms of 14.7 shall be deemed to have been selected.</p> <p>14.3 Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:</p> <p>14.3.1 The contractor shall furnish the employer with a cash deposit equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days</p>
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	<p>from commencement date</p> <p>14.3.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the contractor</p> <p>14.3.3 Within twenty-one (21) calendar days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor</p> <p>14.3.4 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor</p> <p>14.3.5 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor</p> <p>14.3.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party</p> <p>14.4 no clause</p> <p>14.4.1 no clause</p> <p>14.4.2 no clause</p> <p>14.4.3 no clause</p> <p>14.4.4 no clause</p> <p>14.5 Where security as a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p>14.5.1 The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT)</p> <p>14.5.2 The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion</p>
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	<p>14.5.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring</p> <p>14.5.4 The payment reduction of the value certified in a payment certificate shall be in terms of 31.8(A) and 34.8</p> <p>14.5.5 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or may do both</p> <p>14.6 Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p>14.6.1 The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date</p> <p>14.6.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor</p> <p>14.6.3 The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 31.8(A)</p> <p>14.6.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both</p> <p>14.7 Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p>14.7.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 31.8(B)</p> <p>14.7.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the contractor</p> <p>14.8 Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement</p> <p>14.9 Should the contractor fail to furnish the security in terms of 14.2 the</p>
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employer, in his sole discretion, and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten per cent (10%) payment reduction of the value certified in the **payment certificate** (excluding VAT), whereafter 14.7 shall be applicable

15.1.1 No clause

15.1.4 Add 15.1.4 as follows:

An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) calendar days of **commencement date**

15.2.1 Under 41: Amend to read as follows:

"Give the **contractor** possession of the site within ten (10) working days of the **contractor** complying with the terms of 15.1.2 and 15.1.4

17.1.11 Delete the words "and the appointment of **nominated** and **selected subcontractors**"

20.1.3 No clause

21.0 No clause

29.2.5 No clause

31.5.2 Security adjustments in terms of 14.0 and 31.8

31.8 Amend as follows:

31.8(A) Where a **security** is selected in terms of 14.1; 14.5 or 14.6, the value of the **works** in terms of 31.4.1 and of the **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(A).1 Ninety-five per cent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion**

31.8(A).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

31.8(A).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6

31.8(A).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**.

In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**.

31.8(B) Where **security** is a payment reduction in terms of 14.7 has been selected the value of the **works** in terms of 31.4.1 and materials and goods in terms of 31.4.2

shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(B).1 Ninety per cent (90%) of such value in interim **payment certificates** issued up to the date of **practical completion**

31.8(B).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

31.8(B).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6

31.8(B).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**.

In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**

31.12 Delete the following: "Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due."

32.5.1 Add the following to the end of each of these clauses: "...due to no fault of the

32.5.4 **contractor**"

and

32.5.7

33.2 Add the following clauses 33.2.9 to 33.2.13:

33.2.9 the **contractor's** failure or neglect to commence with the **works** on the dates prescribed in the contract

33.2.10 the **contractor's** failure or neglect to proceed with the **works** in terms of the contract

33.2.11 the **contractor's** failure or neglect for any reason to complete the **works** in accordance with the contract

	<p>33.2.12 the contractor's refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract</p> <p>33.2.13 the contractor's estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>34.13 Replace "seven (7) calendar days" with "twenty one (21) calendar days" and delete the words: "subject to the employer giving the contractor a tax invoice for the amount due"</p> <p>36.3 Remove reference to "No clause", and replace "principal agent" with "employer"</p> <p>36.7 Add the following: "Notwithstanding any clause to the contrary, on cancellation of 37.5 this agreement either by the employer or the contractor; or for any reason and whatsoever, the contractor shall on written instruction, discontinue with the</p> <p>38.7 works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever"</p> <p>37.3.5 Replace "ninety (90)" with "one hundred and twenty (120) and</p> <p>38.5.4</p> <p>39.3.5 Add the following words at the end thereof: "within one hundred and twenty (120) working days of completion of such report"</p> <p>40.2.2 under clause 41 – Replace "one (1) year" with "three (3) years"</p> <p>40.6 under clause 41 – Remove reference to no clause</p> <p>40.7.1 Change "(10)" to "(15)"</p> <p>Add the following to the end thereof:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs.</p>

42.0	Part 2: Contract Data provided by the Contractor:
	POST-TENDER INFORMATION
	Note: All information for this section requires consultation with the contractor. The principal agent shall not pre-select any of the alternatives

	available to the contractor
42.5	CONTRACT DETAILS
42.5.1	<p>Contractor:</p> <p>Postal address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Tel: Fax: E-mail:</p> <p>TAX / VAT Registration No:</p> <p>Physical address:</p> <p>.....</p> <p>.....</p> <p>.....</p>
42.5.2	<p>The accepted contract sum inclusive of tax is R.....</p> <p>Amount in words:</p>
42.5.3 [31.3]	<p>The latest day of the month for the issue of an interim payment certificate:</p>
42.5.4 [32.12]	<p>The preliminaries amounts shall be paid in terms of: Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/></p>
42.5.5 [32.12]	<p>The preliminaries amounts shall be adjusted in terms of: Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/></p>
42.5.7 [14]	<p>The security to be provided by the contractor:</p> <p>(a) in respect of contracts up to R1 million, the contractor will provide security in terms of 14.1</p> <p>(b) in respect of contracts above R1 million, the contractor will provide, as security, one of the following:</p>

	<table border="1"> <tr> <td>(1) cash deposit of 10 % of the contract sum</td> <td>Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td>(2) payment reduction of 10% of the value certified in the payment certificate</td> <td>Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td>(3) cash deposit of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate</td> <td>Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td>(4) fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate</td> <td>Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table> <p>NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</p>	(1) cash deposit of 10 % of the contract sum	Yes <input type="checkbox"/> No <input type="checkbox"/>	(2) payment reduction of 10% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>	(3) cash deposit of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>	(4) fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>
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(3) cash deposit of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>								
(4) fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>								
42.5.8 [29.7.2]	The annual building holiday period after the commencement of the construction period: from to								

42.6	DOCUMENTS																
42.6.1	Contract documents marked and annexed hereto:																
	<table border="1"> <tr> <td>Priced bills of quantities:</td> <td>Yes <input type="checkbox"/> No <input type="checkbox"/></td> <td>Document marked as</td> </tr> <tr> <td>Lump sum document:</td> <td>Yes <input type="checkbox"/> No <input type="checkbox"/></td> <td>Document marked as</td> </tr> <tr> <td>Guarantees:</td> <td>Yes <input type="checkbox"/> No <input type="checkbox"/></td> <td>Document marked as</td> </tr> <tr> <td>Contract drawings:</td> <td>Yes <input type="checkbox"/> No <input type="checkbox"/></td> <td>Document marked as</td> </tr> <tr> <td>Other documents</td> <td>Yes <input type="checkbox"/> No <input type="checkbox"/></td> <td>(attach additional pages if more space is required)</td> </tr> </table>	Priced bills of quantities:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as	Lump sum document:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as	Guarantees:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as	Contract drawings:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as	Other documents	Yes <input type="checkbox"/> No <input type="checkbox"/>	(attach additional pages if more space is required)	
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Contract drawings:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as															
Other documents	Yes <input type="checkbox"/> No <input type="checkbox"/>	(attach additional pages if more space is required)															
																

42.8	SIGNATURES OF THE CONTRACTING PARTIES

	Thus done and signed at _____ on _____

	Name of signatory _____ for and behalf of the Employer who _____ by signature hereof warrants _____ authorization hereto _____

	Capacity of signatory _____ as Witness
	Thus done and signed at _____ on _____

	Name of signatory _____ for and behalf of the Contractor who _____ by signature hereof warrants _____ authorization hereto _____

Capacity of signatory _____ as Witness	

C 3.1: SCOPE OF WORKS-JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project title:	BIZANA MINI MARKET
Tender No:	WMM-LM 24/08/23/01 BMM

C3. Scope of Works

1. GENERAL

- a)** The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any

other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.

b) EXTENT OF THE WORKS

Construction of a Mini Market consisting of:

- Food Stalls (45 m²)
- Clothing Stalls (63 m²)
- Locker Rooms (36 m²)
- Ablutions (36 m²)

c) ORDER OF THE WORKS

The works have to be programmed in sections in an ordered sequence according to the programme to be prepared by the contractor and submitted for approval to the Principal Agent.

Specific requirements are described in **clause 12.1.6 of the Schedule of Variables, Section B, JBCC Preliminaries.**

F.4 ADDITIONAL CONDITIONS OF TENDER

The additional conditions of tender are:

F.4.1 Compliance with Occupational Health and Safety Act 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with his tender, Health and Safety Plan in T2.2 : Returnable Schedules, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.

F.4.2 Eligibility with respect to expanded public works programme

This Contract will conform to the guidelines for the Expanded Public Works Programme project.

F.4.3 Claims arising after submission of tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

- 1) Inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- 2) Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) Visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby.
- 4) Requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.

- 5) Received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.

F.4.4 Imbalance in tendered rates

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the

tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer as tendered or, if applicable, the corrected total of prices in accordance with F.3.9.3.

Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

F.4.5 Community liaison officer

The contractor shall in his dealings with the communities affected by the project, work with the Project Steering Committee (PSC) which has been elected by the ISD Officer / Social Facilitator appointed by the Employer. The PSC acts as a communication structure between the project and the community. The process of appointing the Community Liaison Officer (CLO) is also facilitated by the Social Facilitator together with the PSC. The CLO acts as a link between the contractor and the labourers and the PSC, and attends to all labour related issues. The CLO facilitates labour recruitment through the PSC.

The CLO and the Executive structure of the PSC (Chairperson, Vice-Chairperson and the Secretary) attend monthly project progress report meetings (site) besides the PSC meetings attended by the full PSC. The contractor must include in his rates the costs of attending and average of one meeting each month. The CLO is appointed for the period of physical construction, plus a period of 14 days prior to this period. The contractor will provide office and stationery to the CLO to be able to perform his or her duties.

The ISD Consultant shall prepare and facilitate the signing of the contract between the CLO and the contractor. Remuneration of the CLO R6 000 per month for the period of employment and will change in accordance with change in rates from the Department of Labour. A CLO who fails in the responsibilities he/she is given will be replaced following the procedures as stipulated in his or her contract with the contractor. The Terms of reference for the CLO shall be provided by the ISD Consultant.

F.4.6 Labour intensive construction/use of local labour

It is a requirement of the Contract that the work be executed in such a manner as to maximise the use of labour intensive construction systems in order to provide the local community with employment opportunities. The daily rate for unskilled labour will be **R 200**.

F.4.7 Invalid tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer (the tender price/amount) is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data);
- b) if the tender is not completed in non-erasable ink;
- c) if the Form of Offer and Acceptance has not been signed;
- d) if the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable.

F4.11 Price variations

The Contract Price shall not be subject to any contract price adjustment, the rates and prices tendered in the bills of quantities shall be final and binding throughout the period of the contract any additional period that the contract will be extended by including any period of undue extension.

F.4.14 Requests for contract documents, or parts thereof, in electronic format

The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

- (a) Electronic copies of the contract document, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.
- (b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- (c) The Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered.
- (d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- (e) Any non-compliance with these provisions, including effecting any unauthorized alterations to the tender document as contemplated in F.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- (f) In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.
- (g) The Tenderer must make provision in his tender for all labour, materials, construction equipment, temporary works, supervision, office overheads, profit, all statutory taxes and duties and everything else which is required to execute the works in accordance with the tender document, adopting labour intensive construction methodology and applicable legislation.

T1.2: TENDER DATA

Project title:	BIZANA MINI MARKET		
Tender No:	WMM-LM 24/08/23/01 BMM		
Advertising date:	12 January 2024	Closing date:	5 February 2024
Closing time:	12: 00	Validity period	90 days

Clause number																																					
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No 12 of 2009 published in Government Gazette No. 33239 of 28 May 2010 and as amended from time to time. (see www.cidb.org.za)</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.</p> <p>Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p>																																				
F.1.1	The employer is the Winnie Madikizela – Mandela Local Municipality																																				
F.1.2	<p>The tender documents issued by the employer comprise:</p> <p>THE TENDER Part 1: Tendering Procedures Copy of Tender Advert MBD1 Invitation to Bid T1.2 Tender data Part 2: Agreement and Contract Data C1.1 Form of Offer and Acceptance C1.1a Final Summary C1.1b Standard Conditions of tender (Appendix A) C1.2 Contract Data C1.3 Form of Guarantee Part 3 : Returnable Schedules/Documents T2.1 List of returnable schedules / documents T2.2 Returnable schedules:</p> <table border="1"> <tr><td>MBD2</td><td>Tax Clearance Certificate</td></tr> <tr><td>MBD4</td><td>Declaration of Interest</td></tr> <tr><td>MBD8</td><td>Declaration of Bidder's Past Supply Chain Management Practices</td></tr> <tr><td>MBD9</td><td>Certificate of Independent Bid Determination</td></tr> <tr><td>T2.2a</td><td>Resolution for signatory</td></tr> <tr><td>T2.2b</td><td>Resolution of board of directors to enter into consortia or joint ventures</td></tr> <tr><td>T2.2c</td><td>Schedule of proposed subcontractors</td></tr> <tr><td>T2.2k</td><td>Site inspection certificate</td></tr> <tr><td>T2.2k/A</td><td>Bank details</td></tr> <tr><td>T2.2m</td><td>Medical Certificate for the Confirmation of Permanent Disabled Status</td></tr> <tr><td>T2.2n</td><td>Record of addenda to tender documents</td></tr> <tr><td>T2.2p</td><td>Schedule of plant & equipment</td></tr> <tr><td>T2.2q</td><td>Schedule of imported material and equipment</td></tr> <tr><td>T2.2r</td><td>Compulsory enterprise questionnaire</td></tr> <tr><td>T2.2s</td><td>Additional particulars concerning tenderers</td></tr> <tr><td>T2.2s/A1</td><td>Project Reference Returnable 1 of 5</td></tr> <tr><td>T2.2s/A2</td><td>Project Reference Returnable 2 of 5</td></tr> <tr><td>T2.2s/A3</td><td>Project Reference Returnable 3 of 5</td></tr> </table>	MBD2	Tax Clearance Certificate	MBD4	Declaration of Interest	MBD8	Declaration of Bidder's Past Supply Chain Management Practices	MBD9	Certificate of Independent Bid Determination	T2.2a	Resolution for signatory	T2.2b	Resolution of board of directors to enter into consortia or joint ventures	T2.2c	Schedule of proposed subcontractors	T2.2k	Site inspection certificate	T2.2k/A	Bank details	T2.2m	Medical Certificate for the Confirmation of Permanent Disabled Status	T2.2n	Record of addenda to tender documents	T2.2p	Schedule of plant & equipment	T2.2q	Schedule of imported material and equipment	T2.2r	Compulsory enterprise questionnaire	T2.2s	Additional particulars concerning tenderers	T2.2s/A1	Project Reference Returnable 1 of 5	T2.2s/A2	Project Reference Returnable 2 of 5	T2.2s/A3	Project Reference Returnable 3 of 5
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MBD9	Certificate of Independent Bid Determination																																				
T2.2a	Resolution for signatory																																				
T2.2b	Resolution of board of directors to enter into consortia or joint ventures																																				
T2.2c	Schedule of proposed subcontractors																																				
T2.2k	Site inspection certificate																																				
T2.2k/A	Bank details																																				
T2.2m	Medical Certificate for the Confirmation of Permanent Disabled Status																																				
T2.2n	Record of addenda to tender documents																																				
T2.2p	Schedule of plant & equipment																																				
T2.2q	Schedule of imported material and equipment																																				
T2.2r	Compulsory enterprise questionnaire																																				
T2.2s	Additional particulars concerning tenderers																																				
T2.2s/A1	Project Reference Returnable 1 of 5																																				
T2.2s/A2	Project Reference Returnable 2 of 5																																				
T2.2s/A3	Project Reference Returnable 3 of 5																																				

	T2.2s/A4	Project Reference Returnable 4 of 5
	T2.2s/A5	Project Reference Returnable 5 of 5
	T2.2s/B1	Contracts Manager/Site Agent Reference Returnable 1 of 3
	T2.2s/B2	Contracts Manager/Site Agent Reference Returnable 2 of 3
	T2.2s/B3	Contracts Manager/Site Agent Reference Returnable 3 of 3
	T2.2s/C1	Foreman Reference Returnable 1 of 2
	T2.2t	Tax Clearance Requirements
	T2.2u	CIDB Grading Certificate - Proof of Registration
	T2.2v	Other Certificates, etc to be provided by Tenderer
	T2.2w	Compensation Commissioner (Letter of Good Standing)
Part 4: Agreement C3.1 Scope of Works C3.2 Health and Safety Specification C3.3 HIV/Aids Specification C3.4 Contractor's Reports Part 5: Pricing Data C2.1 Pricing instructions C2.2 Preliminaries/Provisional Bills of Quantities/Final Summary C2.3 Drawings Part 6: Site information C4 Site Information		
F.1.4	The employer's agent is:	
	Name:	Iqhayiya Design Workshop
	Address:	88 on Marine Drive, Margate
	Tel:	073 725 7297
	Fax:	086 652 4682
	E-mail:	kaya.q@iqhayiyadw.co.za
F1.5.2	Insert the following: ".....tender offers, <u>save for all tenders being non-responsive</u> , re-issue a tender covering....."	
F.2.1	For eligibility refer to Tender Notice.	
F.2.1	The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders: a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4 GB class of construction work; and Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB in GB class of work; 2. 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 4GB class of construction work. The lead partner should have he higher CIDB grading. 3. they have a signed joint venture agreement	
F.2.1	Only those tenderers who are registered with the CIDB, in a 4GB or higher class of construction work, are eligible to submit tenders.	
F.2.1	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.	
F.2.7	For particulars regarding a pre-tender site inspection meeting, see Tender Notice.	
F.2.12	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	

	<p>from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, 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>Alternative tender offer permitted: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 copies.
F.2.13.5	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender.
F.2.13 F.3.5	A two-envelope procedure will not be followed.
F.2.15	The closing time for submission of tender offers is as per Tender Notice.
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16	The tender offer validity period is 90 days.
F.2.17	<p>Insert the following at the end of the last sentence: ".....elect to do so, <i>provided that the competitive position of the preferred tenderer is not affected</i>"</p> <p>The clarification of a tender offer may also include providing the priced bills of quantities (Part C2.2: Bills of Quantities of Volume 2) within 5 (five) working days after being requested to do so by the employer, before acceptance of any tender.</p>
F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.19	Access shall be provided for the following inspections, tests and analysis as may be required by the Employer: N/A
F.2.22	Not a requirement.
F.2.23	Refer to List of Returnable Schedules / Documents (T2.1) for certificates, etc to be included in the tender submission.
F.3.4	The time and location for opening of the tender offers are as per Tender Notice.

F.3.8	Add the following clause F.3.8.3: Pre-evaluation Eligibility Criteria Tender offers that score less than 70 points out of 100 (One Hundred) points in respect of the following pre-evaluation eligibility criteria, will be regarded as non-responsive and be excluded from further evaluation in terms of clause F.3.11:			
DESCRIPTION		DELIVERABLES	NUMBER OF PROJECTS	POINTS ALLOCATED
Company Experience:			Maximum 50 Points	
The Tenderer must have completed five projects in construction of similar nature to the value of R2 million during the past 3 financial years.	1. Practical Completion Certificate of previous projects, signed off by client. 2. Appointment Letter of previous projects. 3. Project Reference, signed off by project manager, where Municipal projects, must be signed off by either, Client or Client's Agent.	1. 3 projects / 3 submissions of each deliverable. 2. 2 projects / 2 submissions of each deliverable 3. 1 projects / 1 submissions of each deliverable	Max. points per criterion	
			50	
			40	
			30	
Technical Expertise:			Maximum 30 Points	
Expertise of key personnel on similar (scope, value & complexity) projects that will be working actively on and for the full duration of this project (site agent/foreman to work full time on site):				
The Tenderer should have a competent Site Agent and Foremen with previous experience in the construction of similar nature projects to the value of R2 million.	Curriculum Vitae, qualifications, and breakdown of past projects involved in of the Site Agent / Foreman	1. Qualification Site Agent with NQF Level 6 with Experience of 5 years Foreman with Qualifications Foreman with 5 years and over experience	Max. points per criterion	
			20	
			10	
			5	
Methodology:			Maximum 20 Points	
The Tenderer must provide a Methodology of executing the works.	A comprehensive and conclusive methodological plan on execution of works.	Proposed project plan	20	

	Maximum Total Points 100
F.3.11.1	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer & Preferences
F.3.11.7	<p>The score for financial offer is calculated using the following formula based on Formula 2 (option 1):</p> $N_{FO} = (1 - (P - P_M) / P_M) \times W_1$ <p>Where</p> <p>N_{FO} = number of tender evaluation points awarded for financial offer</p> <p>W_1 = the maximum possible number of tender evaluation points awarded for financial offer as stated in the Tender Notice and T1.1: Notice and Invitation to Tender</p> <p>P_M = the comparative offer of the most favourable tender offer</p> <p>P = the comparative offer of the tender offer under consideration</p>
F.3.11.8	<p>Up to 100 minus W_1 (refer F.3.11.7 above) tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p> <p>Refer to Notice and Invitation to Tender (T1.1) for details of preference point scoring system.</p>
F.3.13	<p>Add the following clause F.3.13.1:</p> <p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; the tenderer is in good standing with the Compensation Fund the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and the tenderer has not: <ol style="list-style-type: none"> abused the Employer's Supply Chain Management System; or failed to perform on any previous contract and has been given a written notice to this effect..
F.3.18	The number of paper copies of the signed contract to be provided by the employer is 1 (one) copy of the signed contract to the successful tenderer.

PART T2 RETURNABLE DOCUMENTS

T2.1: LIST OF RETURNABLE SCHEDULES

Project title:	BIZANA MINI MARKET
Project No:	WMM-LM 24/08/23/01 BMM

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

(A tick in the "Returnable document" column indicates which documents must be returned with the tender)

Tender Document Name	Number of pages issued	Returnable Document
Form of Offer and Acceptance	5 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Final Summary Page	2 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Declaration of Interest (MBD4)	3 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Declaration for Procurement Above R10 Million (MBD5)	2 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Preference points Claim Form In Terms Of The Preferential Procurement Regulations 2022 (MDD6.1)	5 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Declaration of Bidders Past Supply Chain Management Practices (MBD8)	2 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Certificate of Independent Bid Declaration (MBD9)	4 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resolution of Board of Directors (T2.2a)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resolution of Board of Directors to enter into consortia or JV's (T2.2b)	2 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Schedule of proposed sub-contractors (T2.2c)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Site Inspection Certificate (T2.2k)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Bank Details (T2.2k/A)	2 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Medical Certificate confirmation of permanent disabled status (T2.2m)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Record of Addenda to Tender Documents (T2.2n)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Schedule of Plant and Equipment (T2.2p)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Schedule of Imported Materials and Equipment to be completed by tenderer. (T2.2q)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Compulsory Enterprise Questionnaire (T2.2r)	2 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Additional Particulars Regarding Tenderer (T2.2s)	5 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Reference Returnable 1 of 3 (T2.2s/A1)	2 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Reference Returnable 2 of 3 (T2.2s/A2)	2 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Project Reference Returnable 3 of 3 (T2.2s/A3)	2 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Reference Returnable 4 of 5 (T2.2s/A4)	2 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Reference Returnable 5 of 5 (T2.2s/A5)	2 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Contracts Manager/Site Agent Reference Returnable 1 of 5 (T2.2s/B1)	2 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Contracts Manager/Site Agent Reference Returnable 2 of 5 (T2.2s/B2)	2 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Contracts Manager Reference Returnable 3 of 5 (T2.2s/B3)	2 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Contracts Manager/Site Agent Reference Returnable 4 of 5 (T2.2s/B4)	2 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Contracts Manager/Site Agent Reference Returnable 5 of 5 (T2.2s/B5)	2 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Foreman Reference Returnable 1 of 1 (T2.2s/C1)	2 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Original SARS Tax Clearance Certificate (Original to be inserted by Tenderer) (T2.2t)	2 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Certified copy of CIDB Grading Certificate or Proof of Registration (T2.2u)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Other certificate to be provided by tenderer (T2.2v)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Compensation Commissioner (Letter of Good Standing) (T2.2w)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

C1.1 Offer and Acceptance;

C1.2 Contract Data (Part 2);

C1.9 Certificate of Authority for Signatory to Agreement in Terms of Occupational Health and Safety Act 1993 (Act No 85 of 1993 As Updated In Gov. Gazette 7721 Of 18 July 2003);

C1.10 Agreement In Terms Of The Occupational Health And Safety Act 1993
(Act No. 85 Of 1993, As Updated In Government Gazette 7721 Of 18 July 2003);

C1.11 Certificate Of Authority For Signatory To Agreement In Terms Of The Constitution Of The Republic Of South Africa, Environmental Conservation Act And Environmental Management Act;

C1.12 Agreement In Terms Of The Constitution Of The Republic Of South Africa, Environmental Conservation Act And Environmental Management Act;

C2.2 Bill of Quantities.

T2.2 RETURNABLE SCHEDULES

1A. JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) The contributions of capital and equipment
 - b) Work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) Work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

- a) Name
- b) Postal address
.....
.....
.....
- c) Physical address
.....

-
-
- d) Telephone
- e) Fax

2. *IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER*

2.1(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

3. *IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER*

3.1(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2(a) Name of Firm
Postal Address
Physical Address
Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm

Postal Address
Physical Address
Telephone
Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

.....

5. OWNERSHIP OF THE JOINT VENTURE

a) Affirmable Joint Venture Partner ownership percentage(s)%

b) Non-Affirmable Joint Venture Partner ownership percentage(s)%

c) Affirmable Joint Venture Partner percentages in respect of: *

(i) Profit and loss sharing

(ii) Initial capital contribution in Rands

.....

.....
 (*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands

.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		

d)		
e)		

7. *CONTROL AND PARTICIPATION IN THE JOINT VENTURE*

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

.....
.....

(b) Authority to enter into contracts on behalf of the Joint Venture

.....
.....

(c) Signing, co-signing and/or collateralising of loans

.....

.....

(d) Acquisition of lines of credit

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

(e) Acquisition of performance bonds

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

(f) Negotiating and signing labour agreements

.....

.....
.....

8. *MANAGEMENT OF CONTRACT PERFORMANCE*
(Fill in the name and firm of the responsible person).

- (a) Supervision of field operations

.....

- (b) Major purchasing

.....

- (c) Estimating

.....

- (d) Technical management

.....

9. *MANAGEMENT AND CONTROL OF JOINT VENTURE*

- (a) Identify the “managing partner”, if any,

.....

.....

- (b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

- (c) Describe the management structure for the Joint Venture’s work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

10. PERSONNEL

- (a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER AFFIRMABLE VENTURE PARTNERS	EX JOINT NONAFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

- (b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

- (i) Number currently employed by Affirmable Joint Venture Partners

.....

- (ii) Number currently employed by the Joint Venture

.....

- (c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

- (d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

- (e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature.....

Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.. ..

Date.....

Signature.....

Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.. ..

Date.....

Signature.....

Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.. ..

Date.....

Signature.....

Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.. ..

Date.....

Signature.....

Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.. ..

Date.....

Signature.....

Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.. ..

Date.....

1B. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise.

Section 2: VAT registration number, if any:

Section 3: 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 in the 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, |
| <input type="checkbox"/> a member of any provincial legislature | national or provincial public entity or |
| <input type="checkbox"/> a member of the National Assembly or the
National Council of Province | constitutional institution within the meaning of
the Public Finance Management Act, 1999 (Act
1 of 1999) |
| <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:

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

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

*insert separate page if necessary

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

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue

Services that my / our tax matters are in order; ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt

Activities Act of 2004; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

iv) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

1C. 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.		
5.		
6.		
7.		

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

1D. PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or item	Proposal

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

1E. SCHEDULE OF SUBCONTRACTORS

With regard to Clause 4.4 of the General Conditions of Contract:

The tenderer shall list below at least two (2) special items of work on this Contract on which he intends to subcontract and the names of the subcontractors will be supplied from Winnie Madikizela-Mandela Local Municipality's SMME data base.

We confirm that all Subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Special Item of Work	Estimated amount of work (R)
1.		
2.		
3.		
4.		

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

1F. *SCHEDULE OF PLANT AND EQUIPMENT*

The Tenderer must state below what construction plant of his own will be available to the project. Failure to complete this schedule will be taken to indicate that Tenderer does not have access to adequate plant and equipment. Proof of ownership or hiring shall be attached to ensure adequate completion of this tender document.

ITEM	DESCRIPTION/SIZE/CAPACITY	QUANTITY (No)
1.		
2.		
3.		

Equipment not owned by the Tenderer must be qualified as hire, on loan, etc.

Signature of Tenderer:

Date:

Commissioner of Oaths	Official Stamp
Signature.....	
Date.....	

1G. SCHEDULE OF TENDERER'S EXPERIENCE (not for Winnie Madikizela-Mandela Local Municipality)

Tenderers must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer. . Copies of completion certificates and/or reference letters to be included

PREVIOUS AND/OR CURRENT PROJECTS UNDERTAKEN				
EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO.

Signature of Tenderer:

Date:

1H : SCHEDULE OF TENDERER'S EXPERIENCE (for Winnie Madikizela-Mandela Local Municipality)

Tenderers must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer. Copies of completion certificates and/or reference letters to be included.

Signature of Tenderer:

Date:

11. CONTRACTORS KEY PERSONNEL & DETAILED CV'S (including NQF Qualification)

The bidder must state below the key management staff he intends using for this contract and attach relevant detailed CV's indicating their previous experience. This information shall be deemed to be material to the adjudication of the Contract.

Failure to complete this Schedule *and provide proof of NQF Qualification* may result in the Tender being non responsive.

POSITION	NAME	CONSTRUCTION OF BUILDINGS AND RELATED EXPERIENCE (YEARS)
		GENERAL
Contracts Manager		
Site Agent		
Safety Officer		
Director		

Signature of Tenderer:

Date:

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the tenderer shall prepare and attach a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The tenderer shall also take into account the additional requirements stated in the Scope of Work when drawing up the Health and Safety Plan for the contract.

Details of the Health and Safety Plan shall be appended to this Schedule.

Number of sheets, appended by the tenderer to this Schedule..... (If nil, enter NIL).

Signature of Tenderer:

Date:

1K. DETAILED PRELIMINARY PROGRAMME

The Tenderer shall attach a ***detailed and realistic preliminary programme*** to this page, reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in bar chart format and shall indicate the critical path(s) of the project. In particular, the Tenderer shall indicate the point where he/she intends commencing the work and the direction in which the work will proceed.

The programme shall be in accordance with the information provided in Form 1F: Schedule of Construction, Plant, Form 1L: Schedule of Estimated Monthly Expenditure, the Bill of Quantities, and with all other aspects of the tender documents.

Failure to supply a realistic preliminary programme may prejudice the Tender.

Signature of Tenderer:

Date:

11. SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

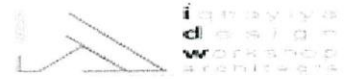
The Tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tender unit rates, in the table below. The amounts for Contingencies, Dayworks and Contract Price Adjustment shall not be included.

MONTH	VALUE (INCLUSIVE OF 15% VAT)	CUMULATIVE VALUE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

Signature of Tenderer:

Date:

1M: PROOF OF REGISTRATION WITH THE BARGAINING COUNCIL (BCCEI)



18. GENERAL NOTES TO THE PRINCIPAL CONTRACTOR

Legal Framework and obligations

The more important Acts and relevant subordinate/secondary legislation as well as other (inter alia Local Government) legislation that also apply to the project as well as to project owned buildings and premises: -

- (i) The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises";
- (ii) The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority;
- (iii) The Fire Brigade Services Act 1987, Act 99 of 1987 as amended;
- (iv) National Building Regulations made under the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977), and promulgated by Government Notice No. R. 2378 of 30 July 1990, as amended by Government Notices No's R. 432 of 8 March 1991, R. 919 of 30 July 1999 and R. 547 of 30 May 2008; (SANS 100400);
- (v) The Electricity Act 1984, Act 41 of 1984;

Legal Liabilities

Common Law and Legislation

Based on two main criteria –

- Would the reasonable person have foreseen the hazard?
That is a reasonable person in that specific position, taking experience, qualifications, authority, position in the organization etc. into consideration
- Would the reasonable person have taken precautionary measures (action) to prevent or limit the hazard?

Negligence can be proven on failure on any or both of the above criteria

(There may not necessarily be a relationship between criminal and civil liability!)

Tenderers must attach to this page, **proof of registration** with the Bargaining Council. Good Standing will be required within 21 days of tender award.

(reference Government Gazette No.37750: All Civil Eng Contractors on CIDB grading 4BG or higher must be registered with the Bargaining Council for the Civil Engineering Industry and submit proof of registration and good standing as part of Returnable Schedules).

In the case of Joint Ventures, proof must be provided for each partner.

Note: Failure to submit proof of valid registration will deem the tender to be Non-Responsive

Signature of Tenderer:

Date:

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

2A. CERTIFICATE OF CONTRACTOR REGISTRATION ISSUED BY THE CONSTRUCTION INDUSTRY BOARD (CIDB)

Please affix copy of CIDB Certificate to this page or write CRS number.

Signature of Tenderer:

Date:

2B. TAX CLEARANCE REQUIREMENTS (MBD 2)

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

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

2D. CERTIFICATE OF TENDERER'S VISIT TO THE SITE / ATTENDANCE AT COMPULSORY BRIEFING SESSION

This is to certify that, I

.....

representative of (Tenderer)

.....

of (address)

.....

.....

Telephone number:

Fax number:

in the company of (Engineer's representative)

attended a briefing and/or visited and examined the site on (date)

I further certify that I have made myself familiar with all local conditions likely to influence the work and the cost thereof, that I am satisfied with the description of the work and the explanations given by the said Engineer's Representative and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

TENDERER'S REPRESENTATIVE: (Signature)

(Name)

ENGINEER'S REPRESENTATIVE: (Signature)

(Name)

2E. CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the boards of directors to this form.

An example is given below:

"By resolution of the board of directors passed at a meeting held on
.....

Mr/Mrs....., whose signature appears below, has been duly authorised

to sign all documents in connection with the Tender for Contract No. and any Contract

that may arise there from on behalf of (name of Tenderer in block capitals)
.....

.....

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

.....

DATE:

SIGNATURE OF SIGNATORY:

.....

WITNESSES: 1.

2.

2F. ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departure or modification to the General Conditions of Contract, Special Conditions of Contract, Specifications, Schedule of Quantities or Drawings, or to qualify his Tender in any way, he shall set out his proposals clearly hereunder, or alternatively, state them in a covering letter attached to his Tender and referred to hereunder, failing which the Tender

will be deemed to be unqualified.

PAGE	CLAUSE OR ITEM	DESCRIPTION

Signature of Tenderer:
.....

Date:

2G. SURETY AND BANK DETAILS

SURETY DETAILS

The Surety we intend providing is from

Contact Person

Contact Telephone numbers

Type of Surety

BANK DETAILS

Bank Name

Account Number

Account Type

Contact Person

Tel No.

Fax No.

Address

Signature of Tenderer:

Date:

2H. COMPANY COMPOSITION

GENERAL

All information **must** be filled in spaces provided. If additional space is required, additional sheets may be attached. The onus is on the Tenderer to fill in all the information. Failure to do so will result in points being lost under equity. The full company composition is required including HDI and Non-HDI status. The ownership must accumulate to 100%.

NAME	ID NUMBER	CITIZENSHIP	NO FRANCHISE IN ELECTION PRIOR 1994 (Y/N)	DISABILITY	WOMAN	DATE OF OWNERSHIP	% OWNED	VOTING %

Signature of Tenderer:

Date:.....

C1.1 Form of Offer and Acceptance

C1.1: FORM OF OFFER AND ACCEPTANCE

Project title:	BIZANA MINI MARKET
Tender No:	WMM-LM 24/08/23/01 BMM

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **BIZANA MINI MARKET**

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

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

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

Rand (in words):	
Rand in figures:	R

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.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or Close Corporation: And: Whose Registration Number is: And: Whose Income Tax Reference Number is:	OR	Natural Person or Partnership: Whose Identity Number(s) is/are: Whose Income Tax Reference Number is/are:
---	----	---

AND WHO IS (if applicable):

Trading under the name and style of:

AND WHO IS:

Represented herein, and who is duly authorised to do so, by:

Mr/Mrs/Ms:

In his/her capacity as:

Note:

A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.

SIGNED FOR THE TENDERER:

Name of Representative	Signature	Date

WITNESSED BY:

Name of Witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

The official documents..... ☐

The official alternative..... ☐

Own alternative (only if documentation makes provision therefore) ☐

SECURITY OFFERED:

- a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction of 5% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract
- b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:
- i. cash deposit of 10 % of the Contract Sum. Yes ☐ No ☐
 - ii. payment reduction of 10% of the value certified in the payment certificate. Yes ☐ No ☐
 - iii. cash deposit of 5% of the Contract Sum and a payment reduction of 5% of the value certified in the payment certificate. Yes ☐ No ☐
 - iv. fixed construction guarantee of 5% of the Contract Sum and a payment reduction of 5% of the value certified in the payment certificate. Yes ☐ No ☐

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

The Tenderer elects as its domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

.....

Fax No

Postal address

.....

Banker Branch

.....

Branch Code Account number

.....

Registration No of Tenderer at Department of Labour

.....

CIDB Registration Number:

.....

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 Agreement and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work.
- Part 4 Site information

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

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

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation

to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Tenderer, provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission. Unless the Tenderer (now Contractor) within seven working days of the date of such submission 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:

Name of Signatory	Signature	Date

Name of Organisation:	Winnie Madikizela – Mandela Local Municipality
Address of Organisation	51 Winnie Madikizela Street Mbizana 4800

WITNESSED BY:

Name of Witness	Signature	Date

SCHEDULE OF DEVIATIONS:

1.1.1. Subject:
Detail:

1.1.2. Subject:
Detail:

1.1.3. Subject:
Detail:

1.1.4. Subject:

Detail:

1.1.5. Subject:
Detail:

1.1.6. Subject:
Detail:

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data

and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

MBD 4 Declaration of Interest

2I: DECLARATION OF INTEREST

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

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder 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? **YES / NO**

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 twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?**YES / NO**

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

3.13 Are any spouse, child or parent of the company’s directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, THE UNDERSIGNED (FULL NAMES).....

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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

MBD6.1 B-BBEE Claim Forms

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT 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:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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:

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = 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, 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—

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

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

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
South African	1.5	3		
Black	1.5	3		
Women	1.75	3.5		
Youth	1.75	3.5		
Leaving with disability	1.75	3.5		
Military Veterans	1.75	3.5		
Total Points Allocated	10	20		

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;
- (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.

SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME	
DATE	
ADDRESS	

**MBD6.2 Declaration of Local Production and
Content Forms**

2K: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

$$LC = [1 - x / y] * 100$$

Where x is the imported content in Rand
 y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on

[http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

**3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)**

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

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

The relevant rates of exchange information is accessible on www.resbank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.

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

.....
NB

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

I, the undersigned, (full names), do hereby declare, in my capacity as
of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

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

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

MBD6.4 Preference Points Claim Forms (Local Content Products)

2L : PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2001 LOCAL CONTENT OF PRODUCTS

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL
CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM MBD 6.1
AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001**

1. Regulation 12(1) of the Preferential Procurement Regulations makes provision for the promotion of locally manufactured products within the preference point systems.

SPECIFIC GOAL

POINTS ALLOCATED

The stimulation of the S.A economy by procuring locally
Manufactured products.

2. Preference points may only be claimed for products, which will be manufactured (fabricated, processed or assembled), in the Republic of South Africa. In cases where production has not yet commenced at time of bid closure, evidence shall be produced that at the time of bid closure, the bidder was irrevocably committed to local production of the product.
3. “**Local content**” means that portion of the bid price, excluding Value Added Tax (VAT), which is not included in imported content, **provided that local manufacture does take place.**
4. “**Imported content**” means that portion of the bid price represented by the costs of components, parts or materials which have been or are still to be imported (whether by the bidder or his suppliers or subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duties, sales duties, or other similar taxes or duties at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies for which a bid has been submitted are manufactured.

5. **BID INFORMATION**

Bidders who wish to claim points in respect of this goal must furnish the information in paragraph 7 below.

6. **POINTS CLAIMED**

Indicate whether point(s) allocated for this goal is (are) claimed.

Yes / No

7. **INFORMATION WITH REGARD TO LOCAL MANUFACTURE**

Indicate in the table below which product(s) [item number(s)] is/are manufactured locally against the % local content of each product / item in relation to the bid price (exclusive of VAT). Points claimed must be indicated in the “points claimed” column.

Percentage local content in relation to bid Price	Indicate item numbers	Points Allocated	Points Claimed
10 % - 30 %			
31 % - 60 %			
61 % or more			

8. BID DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm declare that points claimed, based on the local content of the product(s) above, qualifies the firm for the point(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iii) If the claims are found to be incorrect, the purchaser, in addition to any other remedy it may have -
 - (a) recover all costs, losses or damages it has incurred or suffered as a result of that person’s conduct; and
 - 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;

WITNESSES:

- 1.
- 2.

<p>.....</p> <p>SIGNATURE (S) OF BIDDER (S)</p> <p>DATE:</p>
--

**MBD8 Declaration of bidder's past supply chain
management practices**

2M: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>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>
4.1.1	If so, furnish particulars:		
4.2	<p>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.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>
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:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAMES)

.....
INFORMATION FURNISHED ON THIS **CERTIFY THAT THE**
CORRECT. **DECLARATION FORM TRUE AND**

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

.....
Signature **Date**

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

**MBD9 Certificate of Independent Bid
Determination**

2N: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 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 bidrigging.
- 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 proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

_____ that:

(Name of Bidder)

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

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

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

10. I am aware that, in addition and without prejudice to any other remedy provided to

combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature	Date

.....
Position	Name of Bidder

Appendix A

Standard Conditions of Tender

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

F.1 General

F.1.1 Actions

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.

F.1.2 Tender Documents

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

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 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

F.1.4 Communication and employer's agent

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

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

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

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all tender offers re-issue 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.2 Tenderer's obligations

F.2.1 Eligibility

Submit a tender offer only if the tenderer complies with 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.2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy 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 Site visit and clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

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

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 Submit alternative tender offers 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.

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 a tender offer to provide the whole of the works, services or supply identified in the contract data, unless stated otherwise in the tender data.

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

F.2.13.3 Submit the parts of the 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 and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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 shall 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.2.14 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 non-responsive.

F.2.15 Closing time

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

F.2.15.2 Accept that, if the employer extends the closing 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 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.

F.2.17 Clarification of tender offer after submission

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

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.

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

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

F.2.22 Return of other 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 clarification

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

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the Tender Notice until seven 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, will then notify it to all tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

- a) meets 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.

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:

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

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

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

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F3.11.1 General

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

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

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

F.3.11.2 Scoring Financial Offers

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

N_{FO} = $W_1 \times A$ where:
 N_{FO} = the number of tender evaluation points awarded for the financial offer.
 W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
 A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	P/P_m
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	P_m/P

where:

P_m = the comparative offer of the most favourable tender offer.
 P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

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

F.3.12 Insurance provided by the employer

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.

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the tenderer satisfies the legal requirements stated in the Tender Data.

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

F.3.14 Notice to unsuccessful tenderers

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

F.3.15. Prepare contract documents

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

- addenda issued during the tender period,
- inclusion of some of the returnable documents,
- other revisions agreed between the employer and the successful tenderer, and
- the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

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

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

T2.2n: 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.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

*This document must form part of the returnable schedules as it is referenced in the offer portion of the Form of Offer and Acceptance.

T2.2p Schedule of plant & equipment

T2.2p: 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, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

**C2.2 Preliminaries/Provisional Bills of
Quantities/Final Summary**

Item No		Quantity	Rate	Amount
	<p><u>SECTION 1 PRELIMINARIES</u></p> <p><u>BILL NO. 1</u></p> <p><u>PRELIMINARIES</u></p> <p><u>(CPAP Work Group No. 190 Unless Otherwise Stated)</u></p> <p><u>MEANING OF TERMS "TENDER / TENDERER"</u></p> <p>Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder".</p> <p><u>PRELIMINARIES</u></p> <p>The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked. "N/A" signifying "Not Applicable".</p> <p><u>PRICING OF PRELIMINARIES</u></p> <p>Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item.</p> <p>Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities.</p> <p><u>SECTION B: JBCC PRELIMINARIES</u></p>			
	<p style="text-align: right;">Carried Forward</p> <p>Section No. 1 PRELIMINARIES Bill No. 1 Preliminaries</p>		R	
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Brought Forward			R
	<u>B1.0 DEFINITIONS AND INTERPRETATION</u>		
1/1/1	B1.1 Definitions and interpretation See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section. Fixed: _____ Value related: _____ Time related: _____	Item	
	<u>B2.0 DOCUMENTS</u>		
1/1/2	B2.1 Checking of documents Fixed: _____ Value related: _____ Time related: _____	Item	
1/1/3	B2.2 Provisional bills of quantities Fixed: _____ Value related: _____ Time related: _____	Item	
1/1/4	B2.3 Availability of construction documentation Fixed: _____ Value related: _____ Time related: _____	Item	
1/1/5	B2.4 Interests of agents Fixed: _____ Value related: _____ Time related: _____	Item	
1/1/6	B2.5 Priced documents Fixed: _____ Value related: _____ Time related: _____	Item	
1/1/7	B2.6 Tender submission Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance (C1.1). Fixed: _____ Value related: _____ Time related: _____	Item	
Carried Forward			R
Section No. 1 PRELIMINARIES Bill No. 1 Preliminaries			

		Brought Forward		R	
		B3.0 THE SITE			
1/1/8	B3.1 Defined works area	Fixed: _____ Value related: _____ Time related: _____	Item		
1/1/9	B3.2 Geotechnical investigation	Fixed: _____ Value related: _____ Time related: _____	Item		
1/1/10	B3.3 Inspection of the site	Tenderers shall complete the Site Inspection Certificate included in the tender documents and return the same with the tender submission. Fixed: _____ Value related: _____ Time related: _____	Item		
1/1/11	B3.4 Existing premises occupied	Fixed: _____ Value related: _____ Time related: _____	Item		
1/1/12	B3.5 Previous work - dimensional accuracy	Fixed: _____ Value related: _____ Time related: _____	Item		
1/1/13	B3.6 Previous work - defects	Fixed: _____ Value related: _____ Time related: _____	Item		
1/1/14	B3.7 Services - known	Fixed: _____ Value related: _____ Time related: _____	Item		
1/1/15	B3.8 Services - unknown	Fixed: _____ Value related: _____ Time related: _____	Item		
1/1/16	B3.9 Protection of trees	Fixed: _____ Value related: _____ Time related: _____	Item		
		Carried Forward		R	
	Section No. 1 PRELIMINARIES Bill No. 1 Preliminaries				

	Brought Forward	R
1/1/17	B3.10 Articles of value Fixed: _____ Value related: _____ Time related: _____	Item
1/1/18	B3.11 Inspection of adjoining properties Fixed: _____ Value related: _____ Time related: _____ <u>B4.0 MANAGEMENT OF CONTRACT</u> B4.1 Management of the works Fixed: _____ Value related: _____ Time related: _____	Item
1/1/19	B4.2 Programme for the works Fixed: _____ Value related: _____ Time related: _____	Item
1/1/20	B4.3 Progress meetings Fixed: _____ Value related: _____ Time related: _____	Item
1/1/21	B4.4 Technical meetings Fixed: _____ Value related: _____ Time related: _____	Item
1/1/22	B4.5 Labour and plant records Fixed: _____ Value related: _____ Time related: _____ <u>B5.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS</u>	Item
1/1/23	B5.1 Samples of materials Fixed: _____ Value related: _____ Time related: _____	Item
1/1/24	B5.2 Workmanship samples Fixed: _____ Value related: _____ Time related: _____	Item
	Carried Forward	R
Section No. 1 PRELIMINARIES Bill No. 1 Preliminaries		

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		Brought Forward		R
1/1/25	B5.3 Shop drawings Fixed: _____ Value related: _____ Time related: _____	Item		
1/1/26	B5.4 Compliance with manufacturers' instructions Fixed: _____ Value related: _____ Time related: _____	Item		
<u>B6.0 TEMPORARY WORKS AND PLANT</u>				
1/1/27	B6.1 Deposits and fees Fixed: _____ Value related: _____ Time related: _____	Item		
1/1/28	B6.2 Enclosure of the works Fixed: _____ Value related: _____ Time related: _____	Item		
1/1/29	B6.3 Advertising Fixed: _____ Value related: _____ Time related: _____	Item		
1/1/30	B6.4 Plant, equipment, sheds and offices Fixed: _____ Value related: _____ Time related: _____	Item		
1/1/31	B6.5 Main notice board Fixed: _____ Value related: _____ Time related: _____	Item		
1/1/32	B6.6 Subcontractors' notice board Fixed: _____ Value related: _____ Time related: _____	Item		
<u>B7.0 TEMPORARY SERVICES</u>				
1/1/33	B7.1 Location Fixed: _____ Value related: _____ Time related: _____	Item		
		Carried Forward		R
Section No. 1 PRELIMINARIES Bill No. 1 Preliminaries				

		Brought Forward		R	
1/1/34	B7.2 Water	Fixed: _____ Value related: _____ Time related: _____	Item		
1/1/35	B7.3 Electricity	Fixed: _____ Value related: _____ Time related: _____	Item		
1/1/36	B7.4 Telecommunication facilities	Fixed: _____ Value related: _____ Time related: _____	Item		
1/1/37	B7.5 Ablution facilities	Fixed: _____ Value related: _____ Time related: _____	Item		
	<u>B8.0 PRIME COST AMOUNTS</u>				
1/1/38	B8.1 Responsibility for prime cost amounts	Fixed: _____ Value related: _____ Time related: _____	Item		
	<u>B9.0 ATTENDANCE ON N/S SUBCONTRACTORS</u>				
1/1/39	B9.1 General attendance	Fixed: _____ Value related: _____ Time related: _____	Item		
1/1/40	B9.2 Special attendance	Fixed: _____ Value related: _____ Time related: _____	Item		
1/1/41	B9.3 Commissioning - fuel, water and electricity	Fixed: _____ Value related: _____ Time related: _____	Item		
	<u>B10.0 FINANCIAL ASPECTS</u>				
1/1/42	B10.1 Statutory taxes, duties and levies	Fixed: _____ Value related: _____ Time related: _____	Item		
		Carried Forward		R	
	Section No. 1 PRELIMINARIES Bill No. 1 Preliminaries				

	Brought Forward		R	
1/1/43	B10.2 Payment for preliminaries Fixed: _____ Value related: _____ Time related: _____	Item		
1/1/44	B10.3 Adjustment of preliminaries Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) working days of taking possession of the site " with "in his priced bills of quantities / lump sum document submitted with his tender offer". Fixed: _____ Value related: _____ Time related: _____	Item		
1/1/45	B10.4 Payment certificate cash flow Fixed: _____ Value related: _____ Time related: _____	Item		
	<u>B11.0 GENERAL</u>			
1/1/46	B11.1 Protection of the works Fixed: _____ Value related: _____ Time related: _____	Item		
1/1/47	B11.2 Protection / isolation of existing / sectionally occupied works Fixed: _____ Value related: _____ Time related: _____	Item		
1/1/48	B11.3 Security of the works Fixed: _____ Value related: _____ Time related: _____	Item		
1/1/49	B11.4 Notice before covering work Fixed: _____ Value related: _____ Time related: _____	Item		
1/1/50	B11.5 Disturbance Fixed: _____ Value related: _____ Time related: _____	Item		
	Carried Forward		R	
	Section No. 1 PRELIMINARIES Bill No. 1 Preliminaries			

Brought Forward		R
1/1/51	B11.6 Environmental disturbance Fixed: _____ Value related: _____ Time related: _____	Item
1/1/52	B11.7 Works cleaning and clearing Fixed: _____ Value related: _____ Time related: _____	Item
1/1/53	B11.8 Vermin Fixed: _____ Value related: _____ Time related: _____	Item
1/1/54	B11.9 Overhand work Fixed: _____ Value related: _____ Time related: _____	Item
1/1/55	B11.10 Instruction manuals and guarantees Fixed: _____ Value related: _____ Time related: _____	Item
1/1/56	B11.11 As built information Fixed: _____ Value related: _____ Time related: _____	Item
1/1/57	B11.12 Tenant installations Fixed: _____ Value related: _____ Time related: _____	Item
	<u>B12.0 SCHEDULE OF VARIABLES</u>	
1/1/58	B12.1 Schedule of variables Fixed: _____ Value related: _____ Time related: _____ This schedule contains all variables referred to in this document and is divided into pre-tender and post tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post tender categories form part of these Preliminaries .	Item
Carried Forward		R
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	<p style="text-align: center;">Brought Forward</p> <p>Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the schedule. Key cross reference clauses are italicized in [] brackets.</p> <p>12.1 PRE-TENDER INFORMATION</p> <p>12.1.1 <i>Provisional Bills of Quantities</i> [2.2] <i>The quantities are provisional</i> NO</p> <p>12.1.2 <i>Availability of construction documentation</i> [2.3] <i>Construction documentation is complete</i> YES</p> <p>12.1.3 <i>Interest of agents</i> [2.4] <i>Details:</i> NIL</p> <p>12.1.4 <i>Defined works area</i> [3.1] <i>Details:</i> <i>The work area will be pointed out by the principal agent to the contractor who will sign written acknowledgement therefore before commencing operations.</i></p> <p>12.1.5 <i>Geotechnical investigation</i> [3.2] <i>Details:</i> <i>No trial holes, soils investigation, etc have been carried out.</i></p> <p>12.1.6 <i>Existing premises occupied</i> [3.4] <i>Specific requirements:</i> <i>The premises will be in use and occupied during the course of this contract. The contractor shall execute the works in such a manner as will least interfere with the general routine of the occupants of the premises and shall minimise any nuisance from dust, noise or other causes.</i></p> <p style="text-align: center;">Carried Forward</p>		R	
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	<p style="text-align: center;">Brought Forward</p> <p>12.1.7 Previous work - dimensional accuracy [3.5] Details: <i>The contractor shall, after taking possession of the site and before commencing the work, check the existing levels, lines, profiles and the like and satisfy himself as to the dimensional accuracy of all work executed under the previous contract which may affect his work. Should any inaccurate or defective work be found the contractor shall immediately notify the principal agent in writing requesting his instructions with regard thereto and afford every facility to those rectifying such inaccurate or defective work.</i></p> <p>12.1.8 Previous work - defects [3.6] Details: <div style="text-align: right;">N/A</div></p> <p>12.1.9. Services - known [3.7] Details: <i>Should the contractor encounter any existing services such as underground cables, pipes or sewer during the execution of the works he shall notify the principal agent immediately and suspend all affected work in the immediate vicinity until instruction to proceed has been given by the principal agent.</i></p> <p>12.1.10 Protection of trees [3.9] Specific requirements: <i>Only those trees and shrubs indicated as such on the drawings shall be removed or cut down. The remainder of the trees and shrubs shall be left undamaged.</i></p> <p>12.1.11 Inspection of adjoining properties [3.11] Specific requirements: <div style="text-align: right;">N/A</div></p> <p>12.1.12 Enclosure of the works [6.2] Specific requirements: <i>The contractor shall enclose the areas of work and mark areas with danger tape.</i></p>	<p style="text-align: center;">R</p>	
<p>Section No. 1 PRELIMINARIES Bill No. 1 Preliminaries</p>	<p style="text-align: center;">Carried Forward</p>	<p style="text-align: center;">R</p>	

<p style="text-align: center;">Brought Forward</p> <p>12.1.13 Offices [6.4.3] Specific requirements: <i>The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times.</i></p> <p>12.1.14 Main notice board [6.5] Specific requirements: <i>The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering.</i></p> <p>12.1.15 Subcontractors' notice board [6.6] A notice board is required: <p style="text-align: center;">NO</p> Specific requirements:</p> <p>12.1.16 Water [7.2] Option A (by contractor) YES Option B (by employer - free of charge) NO Option C (by employer - metered) NO</p>		R	
<p style="text-align: center;">Carried Forward</p> <p>Section No. 1 PRELIMINARIES Bill No. 1 Preliminaries</p>		R	

Brought Forward		R	
12.1.17 Electricity			
[7.3] Option A (by contractor)	YES		
Option B (by employer - free of charge)	NO		
Option C (by employer - metered)	NO		
12.1.18 Telecommunications			
[7.4] Telephone	YES		
Facsimile	YES		
E-mail	YES		
12.1.19 Ablution facilities			
[7.5] Option A (by contractor)	YES		
Option B (by employer)	NO		
12.1.20 Protection of existing/sectionally occupied works			
[11.2] Protection is required	NO		
12.1.21 Special attendance			
[9.2] Subcontractor (1) details:			
Subcontractor (2) details:			
Subcontractor (3) details:			
Subcontractor (4) details:			
12.1.22 Protection of works			
[11.1] Specific requirements:	N/A		
12.1.23 Disturbance			
[11.5] Specific requirements: <i>The contractor shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent.</i>			
12.1.24 Environmental disturbance			
[11.6] Specific requirements:	NONE		
Carried Forward		R	
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