



## MAKHUDUTHAMAGA LOCAL MUNICIPALITY

LIM473/GUARD-HOUSES/22/23/005  
MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS  
PROPOSALS FOR APPOINTMENT OF BUILDING CONTRACTORS  
FOR THE CONSTRUCTION OF GUARD HOUSES AT SEVERAL  
MUNICIPAL FACILITIES

**CIDB class grading 3 GB or Higher**

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<b>NAME OF BIDDER</b>	
<b>BID AMOUNT</b>	
<b>TEL NUMBER</b>	
<b>FAX NUMBER</b>	

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# **THE TENDER**

## **PART T1: TENDERING PROCEDURES**



T.2

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## MAKHUDUTHAMAGA LOCAL MUNICIPALITY

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## MAKHUDUTHAMAGA LOCAL MUNICIPALITY

### T1.1 Bid Notice and Invitation to Bid

Bidders are hereby invited to bid for the following projects:

No.	Project Number	Project Description	Closing Date	CIDB Grading
1	LIM473/GUARD-HOUSES/22/23/005	Construction of Six (6) Guard houses at several Municipal Facilities.	09/08/2022 at 12:00	3 GB or Higher

The employer is Makhuduthamaga Local Municipality represented by the Municipal Manager.

Bid documents for will be obtainable from Makhuduthamaga Local Municipal offices from **22 July 2022 (Mon-Fri from 08:00-14:30)** from the cashiers; at a non-refundable deposit of **R560.00** payable in cash or bank guaranteed cheque. Bid documents can also be downloaded from online service [www.etender.gov.za](http://www.etender.gov.za) at **no cost**.

Completed and signed tender documents must be sealed in an envelope and marked with the relevant project number and project description and be deposited in the tender box at Makhuduthamaga Local Municipality Offices in Jane Furse before the closing date and time.

The municipality shall adjudicate and award tenders in accordance with the Preferential Procurement Policy Framework Act, 5/2000 and revised procurement regulation April 2017 on 100 points for functionality and 80/20 points system where 80 points are for the price and 20 points are for B-BBEE (according to the said legislation). Details of Functionality are in the bid document. Bids will remain valid for 90(ninety) days.

The lowest and any tender will not necessarily be accepted and the Municipality reserves the right not to consider any tender not fully completed. Bidders are required to initial each page of the tender document and sign where necessary.

For enquiries contact:

Supply Chain Unit : Mr Mothapo KJ - 013 265 8607  
Infrastructure Unit : Mr Senong PA - 013 265 8737

**MOGANEDI MR**  
**ACTING MUNICIPAL MANAGER,**  
**PRIVATE BAG X 434**  
**JANEFURSE 1085**

## T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294:2004.

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 of inconsistency between it and the Standard Conditions of Tender.

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

Subclause	Data
F.1.1	The employer is the <b>Makhuduthamaga Local Municipality</b> .
F.1.2	<p>The Project Document issued by the employer consists of the following:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures:</p> <p style="padding-left: 40px;">T1.1 Tender notice and invitation to tender</p> <p style="padding-left: 40px;">T1.2 Tender Data</p> <p>Part T2: Returnable documents</p> <p style="padding-left: 40px;">T2.1 Returnable Schedules required for Tender Evaluation</p> <p style="padding-left: 40px;">T2.2 Other Documents required for Tender Evaluation</p> <p style="padding-left: 40px;">T2.3 Returnable Schedules that will be incorporated into the Contract</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p> <p style="padding-left: 40px;">C1.1 Form of Offer and Acceptance</p> <p style="padding-left: 40px;">C1.2 Agreement in Terms of the Occupational Health &amp; Safety Act</p> <p style="padding-left: 40px;">C1.3 Guarantee</p> <p style="padding-left: 40px;">C1.4 Form Agreement in Terms of the Mine Health and Safety Act</p> <p style="padding-left: 40px;">C1.5 Appointment in Terms of Section 4 of the Mine Health and Safety Act</p> <p style="padding-left: 40px;">C1.6 Mine Health and Safety Act No 29</p> <p style="padding-left: 40px;">C1.7 Agreement in Terms of the Mine Health and Safety Act</p> <p style="padding-left: 40px;">C1.8 Contract Data</p> <p>Part C2:Pricing data</p> <p style="padding-left: 40px;">C2.1 Pricing instructions</p> <p style="padding-left: 40px;">C2.2 Bills of quantities</p> <p style="padding-left: 40px;">C2.3 Summary of Bills of Quantities</p> <p style="padding-left: 40px;">C2.4 Calculation of Tender Sum</p> <p>Part C3: Scope of work</p> <p style="padding-left: 40px;">C3.1 Description of Works</p>



### MAKHUDUTHAMAGA LOCAL MUNICIPALITY

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	<p>C3.2 Engineering</p> <p>C3.3 Procurement</p> <p>C3.4 Construction</p> <p>C4.5 Management of the works</p> <p>Part C4: Site information</p> <p>C4.1 Site Information</p> <p>C4.2 Locality Plan</p> <p>Part C5: Annexures</p> <p>C5.1 : Proforma Documents</p> <p>C5.2 : Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)</p> <p>C5.3 : Contract Drawings</p>
F.1.4	<p>The employer is: <b>Makhuduthamaga Local Municipality</b></p> <p>Address:</p> <p>Private Bag x 434</p> <p>Janefurse</p> <p>1085</p> <p>Tel: (013) 265 8737 Fax: (013) 265 1975</p> <p>E-mail: <b>senongp@makhuduthamaga.gov.za</b></p>
F.2.1	<p>Only those tenderers who are registered with the required CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>3 GB OR HIGHER</b> class of construction work.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the required CIDB</li> <li>the lead partner has a contractor grading designation in the CE class of construction work; and 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 <b>3 GB OR HIGHER</b> class of construction work are eligible to submit tenders.</li> </ol>
F.2.7	<p>The arrangements for a compulsory clarification meeting are:</p> <p><b>No briefing session will be held, Bidders must communicate with the infrastructure unit / SCM for clarity.</b></p>
F.2.12	<p>If a tenderer wish to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the employer to evaluate the efficacy of the</p>

	<p>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>
F.2.13.5	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: In the entrance foyer (ground floor) of Makhuduthamaga Municipality, Groblersdal Road, JANE FURSE, next to the Jane Furse Plaza.</p> <p>Identification details: " <b>MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF BUILDING CONTRACTORS FOR THE APPOINTMENT OF BUILDING CONTRACTOR FOR THE CONSTRUCTION OF GUARD HOUSES AT SEVERAL MUNICIPAL FACILITIES</b></p>
F.2.13.6	A two-envelope procedure will <b>not</b> be followed.
F.2.15	<b>Closing time for submission of Tender offers is: 09/08/2022@12H00</b>
F.2.15	<b>Telephonic, telegraphic, telex facsimile or e-mailed tender offers will not be accepted.</b>
F.2.16	The tender offer validity period is <b>90 days</b> .
F.2.1.7	The tendered lump sums and rates shall be final and binding irrespective of the total tender price (See C2.1.11).
F.2.23	<b>Tax Clearance will be confirmed with SARS before award (Done through CSD)</b>
F.3.4	<p>The time and location for opening of tender offers:</p> <p>Location: In the entrance foyer (ground floor) <b>of Makhuduthamaga Municipality, Groblersdal Road, JANE FURSE, next to the Jane Furse Plaza.</b></p>
F.3.11	<p>The procedure for the evaluation of responsive tenders is <b>Method 4</b> (Financial offer, quality and preference)</p> <p>The total number of tender evaluation points (<math>T_{EV}</math>) shall be determined in Accordance with the following formula.</p>

$$T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$$



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	<p>Where <math>f_1</math> and <math>f_2</math> are fractions, <math>f_1</math> equals 1 minus <math>f_2</math> and <math>f_2</math> equals 100%</p> <p><math>N_{FO}</math> is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7 where the score for financial offer is calculated using the following formula</p> $A = (1 - \frac{(P - P_m)}{P_m})$ <p>and <math>W_1</math> equals:</p> <p>80 where the financial value inclusive of VAT of one or more responsive tender offers have a value in excess R 50 000 000</p> <p><math>N_P</math> is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule</p> <p><math>N_Q</math> is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9 where <math>W_2 = 100</math>.</p> <p>Up to 100 minus <math>W_1</math> 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>
F3.13.1	<p>Tender offers will only be accepted on condition that:</p> <ul style="list-style-type: none"> <li>a) a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government ( see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> ) unless it is a foreign supplier with no local registered entity</li> <li>b) the tenderer is in good standing with SARS according to the Central Supplier Database;</li> <li>c) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document</li> <li>d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>f) the tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ul> </li> <li>f) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the</li> </ul>

	<p>contract in the best interests of the employer or potentially compromise the tender process;</p> <p>g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p>
F.3.18	The number of paper copies of signed contract to be provided by the Employer is <b>one</b>
	<p>Labour Content:</p> <p>The minimum Labour content for this project shall be 10% <b>OF THE WORKS</b>.</p> <p><b>Note: This 10% labour content shall be from LOCAL COMMUNITY. The contractor's own skilled and unskilled personnel will not be counted towards the said 10% contract amount minimum labour content.</b></p>
Subclause	Data
F.3.11	<p>Responsive tenders will be evaluated according to the Preferential Procurement Regulations, 2017 as published in Government Gazette 40553 dated 20 January 2017.</p> <p style="text-align: center;"><b><i>SUPPLY CHAIN MANAGEMENT</i></b></p> <p style="text-align: center;"><b><i>EVALUATION PROCESS AND CRITERIA</i></b></p> <p>The following evaluation process and criteria will be used to evaluate all bids submitted:</p> <hr/> <p style="text-align: center;"><b>1. Administrative Compliance – Phase One</b></p> <hr/> <p>1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.</p> <p>1.2 <b>Critical Criteria:</b></p> <p>The following critical criteria have been identified for this bid and any non compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation</p> <p style="padding-left: 40px;">All Pages to be initialled</p> <p style="padding-left: 80px;">Form of Offer completed and signed</p> <p style="padding-left: 80px;">Site inspection is compulsory</p> <p style="padding-left: 40px;">All attached MBD forms must be completed and signed.</p> <p style="padding-left: 80px;">If the value of the transaction is expected to exceed R10 million (VAT included), require bidders to furnish–</p> <p>(i) if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements –</p>



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	<p>(aa) for the past three years; or</p> <p>(bb) since their establishment if established during the past three years;</p> <p>(ii) a certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;</p> <p>(iii) particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;</p> <p>(iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality is expected to be transferred out of the Republic</p> <p>Bill of quantities to be filled in black ink</p> <p>Initial all alterations in the BoQ</p> <p>Authority of Signatory to be signed</p> <p>JV agreement submitted (Where applicable)</p> <p>Proof of registration with CIDB attached (in case of Joint Venture both individuals and combined CIDB must be attached)</p> <p>Copy of Municipal rates and taxes not older than 3 months to be attached (Both for the company and each of the directors)</p> <p>Certified ID copies of directors/shareholders/members to be attached</p> <p>A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid. (Please note: Non submission will not lead to disqualification of the bidder).</p> <p>Proof of purchase</p> <p><b>NB: All copies must be certified, the certification must not be older than 3 months of the closing date.</b></p>
	<p><b>2. Functionality – Phase Two</b></p>
	<p>The bidders who complied administratively are considered for further evaluation on ability to execute the project.</p> <p>The assessment of functionality will be done in terms of the evaluation criteria and minimum threshold as specified. A bid will be disqualified if it fails to meet the</p>

minimum threshold for functionality as per the bid invitation.

### FUNCTIONALITY

Item	Criterion	Weighting
A	Company relevant experience	20
B	The value of relevant projects completed. Score will be based on the successfully executed and completed sports facilities projects over the last five years of which details are provided on Form T2.1 E	30
C	Plant and Equipment necessary for construction	10
D	Experience of the Site Agent/Key Personnel	15
E	Specification Knowledge	15
F	Financial Status	10
	<b>TOTAL</b>	<b>100</b>

### NB!

The minimum cut off points for functionality is 60 points out of 100 points and any bidder scoring less than 60 points will not be considered for further evaluation.

**Tenderers to submit required information as stated below. Non submission will result in loss of points.**

Service Providers that qualified pre-evaluation in terms of the functionality cut-off points of 60 points will then be evaluated in terms 80/20 preference point system.

### A. Company relevant Company Experience

No	Target Goals	Maximum Points (20)	Points Claimed
1	Tenderer scores zero (0) points where no information regarding the company's relevant past experience indicated.	0	
2	Tenderer scores 15 points where information regarding the company's relevant experience is Provided	15	
3	Tenderer scores 20 points where information regarding the company's relevant experience is indicated, copies of completion certificates. (relevant project list with appointment letter/s)	20	



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### **Note:**

Points are allocated not based on the number of relevant project but confirmation of the mentioned criteria

No 2 –company relevant experience with a minimum three appointments. Amounting to R 6 million. Attach certified copies

No 3 –company relevant experience with a minimum three appointments and also three completion certificates. Amounting to R4 million+. Attach copies.

### **B. Value Of Relevant Projects Completed (specifically sports facilities projects)**

No	Target Goals	Maximum Points 30	Points Claimed
1	Tenderer score zero points where information is not provided	0	
2	Tenderer score 20 points where a value of completed project/s are more > R3 000 000 < R 6,000,000 and appointment letter as well as well as completion certificates are attached.	20	
3	Tenderer score 25 points where a value of 2 or more completed projects are more > R6, 000,000 < R10, 000,000 and appointment letter as well as well as completion certificates are attached.	25	
4	Tenderer score 30 points where a value of 3 or more completed projects are more > R10 000 000 and above and appointment letter as well as well as completion certificates are attached.	30	

**Note: referees provided, to be contactable to confirm the value and the completion certificates provided.**

**All copies must be certified, the certification must not be older than 3 months of the closing date.**

### **C. Plant and Equipment necessary for construction**

No	Target Goals	Maximum Points 10	Points Claimed
1	Respondent score zero points where no plant and or equipment ownership or arrangement to hire is indicated	0	
2	Respondent scorer 5 points where the total minimum plant required a letter of intent from an acceptable plant/machinery hire confirming the intent to make the plant available.	5	

3	Respondent scorer 10 points where the total minimum plant/machinery required is indicated with proof of ownership.	10	
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**Note: points will be allocated as described below.**

Required Plant	Allocated Points
TLB X (1 in number)	2
Tipper Truck X (2 in number)	2
Plate compactor X (1 in number)	2
Water tanker X (1 in number)	2
LDVs X (2 in number)	2
<b>Total Points</b>	<b>10</b>

**Note: Tenderer to submit proof of ownership with certification not older than three months. In the case of hiring, a letter of intent from an acceptable plant/machinery hire must be submitted confirming the intent to make the plant available**

**D. Experience of Site Agent/Key Personnel ( 15 points)**

No	Targeted Goal(CVs Compulsory)	Tendered Goal	Allocated points by Municipality
1	Site Agent/Key Staff experience in Labour intensive Construction during past 5 years Involved in 1-2 projects=2 Involved in 3 projects and above=5 (Contactable Reference/s Compulsory)	5	
2	Site Agent/Key Staff experience in, building construction during past 5 years Involved in 1-2 projects=2 Involved in 3 projects and above=5 (Contactable Reference/s Compulsory)	10	
3	Site Agent/Key Staff experience in road, buildings ,and labour intensive construction during past 5 years Involved in 1-2 projects=2 Involved in 3 projects and above=5 (Contactable Reference/s Compulsory)	15	
	<b>Total points : Experience of Key Personnel</b>	<b>15</b>	

**N.B: Tenderers to submit curriculum vitae and certified copies of Academic qualification certificates for functionality points scoring, otherwise no points will be allocated.**

**D. Specific Knowledge ( 15 points)**

**No**

**Targeted Goal**

**Tendered Goal**

**Allocated points by Municipality**





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1	Site Agent trained in Labour intensive construction methods at least NQF level 2	10	
2	Key Staff trained as OHS Representative and in Labour intensive construction methods at least NQF level 2	15	
	<b>Total Points : Specific Knowledge</b>	<b>15</b>	

**N.B: Tenderers to submit curriculum vitae and certified copies of Academic qualification certificates for functionality points scoring, otherwise no points will be allocated.**

### F. Financial status

Ability of the tenderer to finance working capital requirements before the first claim is paid by the Client. Score will be based on the Bank Rating of the tenderer which will be obtained from the tenderer's banker using details as provided on Form T2.2 B.

Bank Rating	Points	Points Claimed
Bank Rating = F to G	0	
Bank Rating = E	2	
Bank Rating = D	4	
Bank Rating = C	6	
Bank Rating = B	8	
Bank Rating = A	10	

**NOTE: For the purpose of comparison and in order to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance to the evaluation criteria mentioned (e.g. details of relevant previous work undertaken, letters from previous /current clients. etc.)**

Minimum Required Score for functionality is: **60 points**

**Note:** A bidder/s that scores less than **60** points out of 100 in respect of functionality will be regarded as submitting a non-responsive bid and will be disqualified.

Should the relevant bidder/s meet the minimum required percentage or minimum points, they will be evaluated in terms of price and preference as per the PPPFA Act, No.5 of 2000 and its associated Regulations issued by the National Treasury.

**FOR BBBEE EVALUATION: Kindly attach BBBEE certificate.**

Bidders should note that although the above are the main criteria, the MLM may consider other factors when evaluating BIDs and those factors will be discussed with the successful bidder(s) and may not disadvantage any bidder

Final Proposal will be evaluated on the basis of the PPPFA 80/20 point system as presented in the Preferential Procurement Regulations 2017.

The 80/20 point system will be as follows:

<b>Price Assessment</b>	<b>80 Points</b>
TOTAL	80
<b>Preferential Elements</b>	<b>20 Points</b>
B-BBEE Status Level of Contributor	Number of Points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Certified copy of BBBEE certificate, and a trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.

Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for BBBEE but should not be disqualified from the bidding process. They will score points out of 80 for price only and zero (0) points out of 20 for BBBEE.

A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

Public entities and tertiary institutions must also submit B-BBEE Status Level **Award of contract to bids not scoring the highest number of points**

- (a) A contract must be awarded to the bidder who scored the highest total number of points in terms of the 80/20 preference point system.
- (b) In exceptional circumstances a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. The reasons for such a decision must be approved and recorded for audit purposes and must be defensible in a court of law.

**Evaluation of bids that scored equal points**



# MAKHUDUTHAMAGA LOCAL MUNICIPALITY

## MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GUARD HOUSES AT SEVERAL MUNICIPAL FACILITIES

	<p>(a) In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for B-BBEE.</p> <p>(b) If two or more bids have equal points, including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.</p> <p>(c) In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots.</p>
Local Municipality Special No.1	<p><b>SMME's:</b></p> <p><b>It is encouraged that participation in the contract to a minimum of 10% of the contract value be granted to local SMME companies. Local</b> is defined as "having their head office within the Makhuduthamaga Local Municipality boundaries". A SMME company should be a registered company, but not necessarily be registered with CIDB, although it is preferred.</p>
Local Municipality Special No.2	<p><b>Local Labour Content:</b></p> <p>The minimum target for expenditure on wages of Local Labour for this project shall be <b>10% of the Tender Sum.</b></p>

**PART T2: LIST OF RETURNABLE DOCUMENTS**

The tenderer must complete the following returnable documents:

T2.1	RETURNABLE SCHEDULES FOR TENDER EVALUATION.....	T.17
T2.2	OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION .....	T.64
T2.3	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT.....	T.68



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR  
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**T2.1 RETURNABLE SCHEDULES FOR TENDER EVALUATION**

T2.1 A	CERTIFICATE OF AUTHORITY.....	T.18
T2.1 B	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING .....	T.21
T2.1 C	SCHEDULE OF PROPOSED SUBCONTRACTORS.....	T.22
T2.1 D	SCHEDULE OF PLANT AND EQUIPMENT.....	T.23
T2.1 E	SCHEDULE OF THE TENDERER'S EXPERIENCE .....	T.24
T2.1 F	RECORD OF ADDENDA TO TENDER DOCUMENTS.....	T.25
T2.1 G	DEVIATIONS OR QUALIFICATIONS BY THE TENDERER .....	T.26
T2.1 H	CONTRACTOR'S ESTABLISHMENT ON SITE.....	T.27
T2.1 I	CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS .....	T.28
T2.1 J	AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL.....	T.29
T2.1 K	MBD 4.....	T.30
T2.1 L	MBD 6.1.....	T.30
T2.1 M	MBD 6.2.....	T.30
T2.1 N	MBD 9.....	T.43
T2.1 O	CERTIFICATE OF NON-COLLUSIVE TENDER .....	T.45
T2.1 P	COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003.....	T.47
T2.1 Q	REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME .....	T.48
T2.1 R	EQUITY OWNERSHIP CLAIMED IN TERMS OF HDI STATUS .....	T.51
T2.1 S	OTHER RETURNABLE DOCUMENTS:.....	T.52



T.18

# **MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GUARD HOUSES AT SEVERAL MUNICIPAL FACILITIES**

## **T2.1 A CERTIFICATE OF AUTHORITY**

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

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

### **A. Certificate for company**

I,....., chairperson of the board of directors of ..... hereby confirm that by resolution of the board (copy attached) taken on .....20....,Mr/Mrs.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....  
Chairman  
2.....  
Date

### **B. Certificate of partnership**

We, the undersigned, being the key partners in the business trading as.....

hereby authorise Mr/Mrs.....,acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY**  
**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR**  
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**C. Certificate for Joint Venture**

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

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

The Joint Venture agreement must be submitted with this document and must clearly state the percentage partnership, payment procedures and VAT payment percentages between the two parties.

Failure to affix the Joint Venture agreement as prescribed to this page shall result in this tender not being further considered for the award of the contract.

**D. Certificate for sole proprietor**

I, ....., hereby confirm that I am the sole owner of the business trading as.....

As Witness:

1.....

.....  
Signature: Sole owner

2.....

.....  
Date

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading  
as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents  
in connection with the tender for Contract.....and any  
contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be complete and signed by all the key members upon whom  
rests the direction of the affairs of the Close Corporation as a whole.



T.21

**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR  
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**T2.1 B CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING**

This is to certify that

.....(Tenderer)

of

.....  
(address)

.....  
was represented by the person(s) named below at the compulsory meeting held for all  
tenderers at .....(location) on.....(date), starting  
at.....

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

Particulars of person(s) attending the meeting:

Name .....

Signature.....

Capacity.....

Name.....

Signature.....

Capacity.....

Attendance of the above persons at the meeting is confirmed by the employer's  
representative/ engineer, namely:

Name.....

Signature.....

Capacity.....

Date & Time.....

**T2.1 C      SCHEDULE OF PROPOSED SUBCONTRACTORS**

<p>We notify you that it is our intention to employ the following subcontractors for work in this contract.</p> <p>If we are awarded a contract we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.</p>			
	<b>Name and address of proposed Subcontractor</b>	<b>Company Registration Number &amp; CIDB Classification</b>	<b>Description of Work to be executed by Subcontractor</b>
1.			
2.			
3.			
4.			
5.			

Signed.....

Date.....

Name.....

Position.....

Tenderer.....



T.23

**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR  
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**T2.1 D 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 is my/our tender is accepted. If found at any stage that the information is false and incorrect, the tender will not be further considered for the award of the contract.

- (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.....



T.24

**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF CIVIL ENGINEERING CONTRACTORS FOR THE DESIGN PHASE TO COMMISSIONING PHASE (TURN-KEY CONTRACT) FOR THE UPGRADING OF MARISHANE SPORTS FACILITY PH2**

**T2.1 E SCHEDULE OF THE TENDERER'S EXPERIENCE**

The following is a statement of similar work successfully executed by myself/ourselves in the last five years:

<b>Employer, contact person and telephone number</b>	<b>Description of contract</b>	<b>Value of work Inclusive of VAT (Rand)</b>	<b>CIDB Classification</b>	<b>Date Completed</b>

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

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

Tenderer.....



T.25

**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR  
APPOINTMENT OF BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GUARD  
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**T2.1 F 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:

	<b>Date</b>	<b>Title of Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

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

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

Tenderer.....

**T2.1 G      DEVIATIONS OR QUALIFICATIONS BY THE TENDERER**

**Note:** Tenderers will be declared to be non-responsive should any proposed deviation or qualification, save for where alternative tender offers are permitted in terms of the Tender Data, in the employer’s opinion:

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

PAGE	DESCRIPTION

SIGNED ON BEHALF OF TENDERER: .....



T.27

**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GUARD HOUSES AT SEVERAL MUNICIPAL FACILITIES**

**T2.1 H CONTRACTOR'S ESTABLISHMENT ON SITE**

Should the combined, extended total tendered for Item 13.01 The contractor's general obligations:

- (a) Fixed obligations
- (b) Value-related obligations
- (c) Time-related obligations

Shall not exceed a maximum of 15 % of the tender sum (excluding VAT).

Total tendered for Item B13.01 expressed as a percentage of the tender sum (excluding VAT):

.....% (insert percentage).

SIGNED ON BEHALF OF TENDERER: .....

## **T2.1 I CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS**

TO: MUNICIPAL MANAGER, MAKHUDUTHAMAGA LOCAL MUNICIPALITY

FROM: \_\_\_\_\_ (Name of Bidder)

FURTHER DETAILS OF BIDDER(S); DIRECTORS/SHAREHOLDERS/PARTNERS, ETC.

Directors/shareholders/Partner	Physical address of the Business	Municipal Account No.	Physical residential address of the Director/ Shareholder/ Partner	Municipal Account No.

**NB: Please attach certified copy (ies) of ID document(s) and proof of payment not older than 3 months**

\_\_\_\_\_  
Signatory

\_\_\_\_\_  
Date

### **Witnesses**

1. \_\_\_\_\_  
Full Names

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

2. \_\_\_\_\_  
Full Names

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GUARD HOUSES AT SEVERAL MUNICIPAL FACILITIES**

**T2.1 J AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL**

TO: MUNICIPAL MANAGER, MAKHUDUTHAMAGA LOCAL MUNICIPALITY

FROM: \_\_\_\_\_(Name of the Bidder or Consortium)

I, \_\_\_\_\_ the undersigned, hereby authorise the Makhuduthamaga Local Municipality to deduct the full amount outstanding by the business organisation/Director/Shareholder/Partner, etc. from any payment due by us/me.

Signed at \_\_\_\_\_ Date\_\_\_\_\_ Month \_\_\_\_\_ 20\_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Thus done and signed for and on behalf of the bidder/Contractor

\_\_\_\_\_  
Signatory

\_\_\_\_\_  
Date

**Witnesses**

1. \_\_\_\_\_  
Full Names Signature Date

2. \_\_\_\_\_  
Full Names Signature Date

**T2.1 K      MBD 4.**

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - The bidder is employed by the state; and/or
  - The legal person on whose behalf the bidding document is signed, has a relationship with persons/ a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 2.1. Full Name of bidder or his or her representative:.....
  - 2.2. Identity Number:.....
  - 2.3. Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....
  - 2.4. Company registration number:.....
  - 2.5. Tax Reference Number:.....

**T2.2 A**

- 2.6. VAT Registration Number:.....

**T2.2 B**

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



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GUARD HOUSES AT SEVERAL MUNICIPAL FACILITIES**

1“State” means –

- a. Any national or provincial department, national or provincial public entity or constitution within the meaning of Public Finance Management Act, 1999 (Act No. 1 of 1999);
- b. Any municipality or municipal entity;
- c. Provincial legislature;
- d. National Assembly or the national Council of provinces; or
- e. Parliament.

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

2.1. Are you or any person connected with them bidder YES ☐ NO ☐  
presently employed by the state?

2.1.1. If so, furnish the following particulars:

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

.....

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

.....

Position occupied in the public institution:

.....

Any other particulars:

.....

.....

.....

2.1.2. If you are presently employed by the state, did you obtain YES ☐ NO ☐ the  
appropriate authority to undertake remunerative

work outside employment in the public sector?

2.1.2.1. If yes, did you attached proof of such authority to the bid YES ☐ NO ☐  
document?

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

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

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

2.2. Did you or your spouse, or any of the company's directors/ trustees/ YES shareholders/ members or their spouses conduct business with the state in the previous twelve months?

☐ NO ☐

2.2.1. If so, furnish particulars:

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

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

2.3.1. If so, furnish particulars:

.....  
.....

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

2.4.1. If so, furnish particulars:

.....  
.....

2.5. Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.5.1. If so, furnish particulars:

.....  
.....



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GUARD HOUSES AT SEVERAL MUNICIPAL FACILITIES**

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

Full Names	Identity Number	Personal Tax Reference Number	State Number/ Number	Employee Peral Number

**4. DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPH 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**T2.1 L MBD 6.1**

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

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

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

---

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to this bid:

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

1.2

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

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

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

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or



## MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GUARD HOUSES AT SEVERAL MUNICIPAL FACILITIES

at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

1.7

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 - \frac{(P_t - P_{\min})}{P_{\min}} \times 20$$

Where

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

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

#### 5. BID DECLARATION

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

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

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

#### 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?  
(***Tick applicable box***)

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



# **MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GUARD HOUSES AT SEVERAL MUNICIPAL FACILITIES**

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

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

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

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

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

- 8.1 Name of company/firm:.....
- 8.2 VAT registration number:.....
- 8.3 Company registration number:.....
- 8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a



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result of having to make less favourable arrangements due to such cancellation;

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

### **T2.1 M MBD 6.2**

#### **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 B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

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

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

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

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

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

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

(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....

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

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

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

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

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

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



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of 2000).	
<b>SIGNATURE:</b>	<b>DATE:</b> _____
<b>WITNESS No. 1</b>	<b>DATE:</b> _____
<b>WITNESS No. 2</b>	<b>DATE:</b> _____

**T2.1 N MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf

of: \_\_\_\_\_ that: (Name of Bidder)

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

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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



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**T2.1 O CERTIFICATE OF NON-COLLUSIVE TENDER**

**1 IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:**

I/We certify that this is a bona fide tender.

I/We also certify that I/We have not done and I/We undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract.

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any other person;
- b) communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain the insurance-premium quotations required for preparation of the tender;
- c) cause or induce any other person to communicate to me/us the amount or approximate amount of any rival tender for this contract;
- d) enter into any agreement or arrangement with any other person to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any other person to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

SIGNED ON BEHALF OF TENDERER: .....

## **T2.1 O CERTIFICATE OF NON-COLLUSIVE TENDER (continued)**

### **2 IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:**

We certify that this is a bona fide tender.

We also certify that we have not done and we undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract:

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any person outside this consortium;
- b) communicate to a person outside this consortium other than the person calling for these tenders, the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain insurance premium quotations required for preparation of the tender;
- c) cause or induce any person outside this consortium to communicate to us the amount or approximate amount of any rival tender for this contract.
- d) enter into any agreement or arrangement with any person outside this consortium to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any person outside this consortium to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person outside this consortium for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not, and the term "person outside this consortium" means, when the consortium is a partnership, a person other than a partner or an employee of a partner or the partnership, or when the consortium is a company, a person other than a person or company holdings shares in the consortium, or any employee of such a person, company or the consortium.

SIGNED ON BEHALF OF TENDERER: .....



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**T2.1 P COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003**

The tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (Coid)(Act 130 of 1993).

The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 months preceding the date of this tender.

SIGNED ON BEHALF OF THE TENDERER: .....

**Note to tenderer:**

**Discovery that the tenderer has failed to make proper disclosure may result in Makhuduthamaga Local Municipality terminating a contract that flows from this tender on the ground that it has been rendered invalid by the Tenderer's misrepresentation.**



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### **T2.1 Q REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME**

#### **K1 General**

The employer requires the active participation of the contractor in this aspect of the contract.

Forms RDP 1 (E) to RDP 4 (E) apply to this section and must be completed and submitted with the tender.

The tenderer's submissions under this item will be taken into consideration when evaluating tenders received.

#### **K2 Definitions**

##### **K2.1 Contract Participation Goal (CPG)**

The value of goods, services and works, excluding VAT, for which the contractor proposes to engage labour or ABEs.

##### **K2.2 Affirmable Business Enterprise (ABE)**

A business which adheres to statutory labour practices, is a legal entity, registered with the South African Revenue Service and a continuing and independent enterprise for profit, providing a commercially useful function and

- a) which is at least 51 % Owned by one or more Previously Disadvantaged Individuals (PDI) or in the case of a company, at least 51 % of the shares are owned by one or more Previously Disadvantaged Individuals (PDI) and
- b) whose management and daily business operations are under the control of one or more of the Previously Disadvantaged Individuals (PDI) who effectively own it provided that during the period for which the business has been operating or the previous three financial years, whichever period is the lesser, the average annual turnover of the business (excluding VAT and any turnover generated in respect of work performed by other parties in a joint venture or a consortium) does not exceed:
  - 1) R10 million in respect of contractors who mainly perform Civil Engineering Services.
  - 2) R2,5 million in respect of labour-only subcontractors
  - 3) R10 million in respect of Manufacturers



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- 4) R15 million in respect of Suppliers
- 5) R2,5 million, exclusive of any turnover generated in respect of out-sourced activities which the enterprise does not have the in-house competence and expertise to perform, in respect of professional service providers, and
- 6) R2,5 million in respect of other service providers, e.g., transport; and that the sum of the average annual turnovers over the same period of all the business concerns which are under the control of Previously Disadvantaged Individuals (PDI) within the business entity and Affiliated Entities does not exceed one and a half (1,5) times the maximum allowable annual average turnover for the particular category of enterprise as set out in (b) above, seeking ABE status.

K2.3 “Historically Disadvantaged Individuals (HDIs)” means all South African Citizens

1. who had no franchise in national elections prior to the introduction of the 1983 and 1993 constitutions;
2. women, or
3. disabled persons

Persons who obtained South African Citizenship after the first democratic election in April 1994, cannot qualify for preference as an HDI.

K2.4 Target values

- (a) The values of the following items (excluding VAT) expressed as percentages of the Tender Sum, (excluding VAT) as proposed by the tenderer in his tender. The monetary total of these values shall be the CPG.

In this contract the minimum target values shall be as follows:

Labour Maximisation	: 10%
ABE support	: 25%

- (b) The value of the following item expressed as a percentage of the total number of supervisory staff employed on the contract, as proposed by the tenderer in his tender. In this contract the minimum target value shall be:

HDI Supervisory Staff : 10%

The maximum target values for each category will be the highest of all values submitted in the tenders short-listed for detailed evaluation.

### **K3     Preferential Procurement Point System Policy**

The Procurement Policy to be used is included under section 21(b) of the Supply Chain Management Policy

### **K4     Contract Participation Performance (CPP)**

K4.1 The Contractor's Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the Contract Participation Goal (CPG) he proposed in his tender. Failure to reach the CPG will make him liable for a penalty as prescribed in Section C3.3.1.5 of the Preferential Procurement Point System Policy.

#### **K4.2   Monitoring of CPG**

Regular returns will be required from the contractor, to be submitted with each payment certificate.

Examples of the forms to be used are illustrated under Annexure C5.1 of this document.

### **K5     Training**

Provision is made in the PROJECT SPECIFICATIONS for structured training to be provided by the contractor to PDI'S and ABE'S.



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**T2.1 R EQUITY OWNERSHIP CLAIMED IN TERMS OF HDI STATUS**

**1. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 2.8.**

Ownership	Percentage owned	Points claimed
-----------	------------------	----------------

1.1 Equity ownership by persons who due to the apartheid policy that had been in place, had no franchise in the national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) ("The Interim Constitution")

	%	.....
--	---	-------

1.2 Equity ownership <b>by women</b>	%	.....
--------------------------------------	---	-------

**2. DECLARATION WITH REGARD TO EQUITY**

2.1 Name of firm .....

2.2 VAT registration number .....

2.3 Company registration number .....

**2.4 TYPE OF FIRM**

<input type="checkbox"/>	Partnership
<input type="checkbox"/>	One person business / sole trader
<input type="checkbox"/>	Close corporation
<input type="checkbox"/>	Company
<input type="checkbox"/>	(Pty) Limited

[TICK APPLICABLE BOX]

**2.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

**2.6 COMPANY CLASSIFICATION**

<input type="checkbox"/>	Manufacturer
<input type="checkbox"/>	Supplier
<input type="checkbox"/>	Professional service provider
<input type="checkbox"/>	Other service providers, e.g. transporters, etc.

[TICK APPLICABLE BOX]

**2.7 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS? .....**

**T2.1 S OTHER RETURNABLE DOCUMENTS:**

Not limited to the following: A valid original tax clearance certificate; Copy of Company Registration Certificate; JV Agreement (if applicable); Proof of registration with CIDB; Copy of municipal rates and taxes (not older than 3 months); Certified copies of directors/shareholders/members; Certified copy of BBBEE certificate



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**2.8 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 1.**

Name	ID Number	Designation in company / organisation	Activity and responsibility in the company / organisation	Date RSA Citizenship obtained	Race e.g. Black, White, Coloured or Indian	*HDI Status		% of business shares in enterprise owned
						No franchise prior to 1983 & 1993 Constitutions	Women	

\*Indicate YES or NO

**2.9 Consortium / Joint Venture**

2.9.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of HDI member **(to be consistent with paragraph 2.8)**:

Name	ID Number	Designation in company / organisation	Activity and responsibility in the company / organisation	Date RSA Citizenship obtained	Race e.g. Black, White, Coloured or Indian	*HDI Status		% of business shares in enterprise owned
						No franchise prior to 1983 & 1993 Constitutions	Women	

\*Indicate YES or NO:



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2.10 I / we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, qualifies the firm for the preference(s) shown and

I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is in accordance with the applicable preference point system.
- (iii) In the event of a contract being awarded as a result of points claimed, the tenderer may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the Makhuduthamaga Municipality may, in addition to any other remedy it may have –
  - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (b) 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;
  - (c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

WITNESSES:

1 ..... SIGNATURE(S) of TENDERER(S)

2 .....

DATE: .....

ADDRESS: .....

.....

.....

.....

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The Tenderer must complete the table below to reflect the labour force anticipated to be employed on this contract, including labour employed by sub-contractors.

The specified target value is 10%

**Note:** The full amount of this 10% target value should be obtained from Local Labour content. This 10% labour content shall be from the LOCAL COMMUNITY, the contractors own key, skilled and unskilled personnel will not be counted towards the said 10% of the contract amount minimum labour content.

Type of Labour	Man-hours	Minimum Wage Rate per Unit	Total Wage Cost (Excl VAT)
Permanent Labour			
Temporary Labour			
SMME/HDI's Labour			
TOTAL			
PERCENTAGE			

**Notes to Tenderer:**

- (1) Labour is defined as hourly paid personnel.
- (2) The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.1.5.

SIGNED ON BEHALF OF THE TENDERER: .....





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**RDP3 (E) HDI EQUITY IN PROJECT**

The tenderer shall complete the table below

<b>Company Name (In Case of Joint Venture, all JV Partner Names)</b>	<b>Other HDI Equity Share %</b>	<b>Female Equity Share %</b>	<b>Total HDI Equity Share %</b>

**Notes to tenderer:**

The tenderer may be required to provide audited proof of equity distribution. In the case of public listed companies the ratios of equity shareholding are to be replaced by the ratio of HDI and female representivity at directorship level.

SIGNED ON BEHALF OF THE TENDERER .....





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**RDP5(E) ABE DECLARATION AFFIDAVIT**

It is understood and agreed that should this contract be awarded to me an ABE Declaration Affidavit will be completed by each and every ABE employed by me on this contract and will be submitted to the Employer immediately upon demand by the Employer.

SIGNED ON BEHALF OF THE TENDERER .....

**An example of the SMME/PDI Declaration Affidavit is given in Annexure C5.1.**



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**RDP6(E) GENERIC TRAINING**

Name of Training Institution: .....

Name of Programme: .....

<b>Trainer's Name</b>	<b>Qualification</b>	<b>Subject</b>

**Notes to tenderer:**

**Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.**

SIGNED ON BEHALF OF THE TENDERER .....



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**RDP7(E) ENTREPRENEURIAL TRAINING**

Name of Training Institution: .....

Name of Programme: .....

<b>Trainer's Name</b>	<b>Qualification</b>	<b>Subject</b>

**Notes to tenderer:**

**Provide details here, or attach hereto, the subjects to be covered and the manner  
in which the training is to be delivered.**

SIGNED ON BEHALF OF THE TENDERER .....



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GUARD HOUSES AT SEVERAL MUNICIPAL FACILITIES**

**RDP8(E) ENGINEERING SKILLS TRAINING**

Name of Training Institution: .....

Name of Programme: .....

<b>Trainer's Name</b>	<b>Qualification</b>	<b>Subject</b>

**Notes to tenderer:**

**Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.**

SIGNED ON BEHALF OF THE TENDERER .....



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR  
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**T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION**

T2.2 A	DECLARATION OF GOOD STANDING REGARDING TAX .....	T.65
T2.2 B	FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES .....	T.66
T2.2 C	CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION	T.67



## T2.2 A

**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GUARD HOUSES AT SEVERAL MUNICIPAL FACILITIES****DECLARATION OF GOOD STANDING REGARDING TAX**

<b>SOUTH AFRICAN REVENUE SERVICES</b>	Tender No: ..... Closing Date: .....																			
<b>DECLARATION OF GOOD STANDING REGARDING TAX</b>																				
<b>PARTICULARS</b>																				
1. Name of Taxpayer/Tenderer:																				
2. Trade Name:.....																				
3. Identification Number: (If applicable)	<table border="1" style="display: inline-table; width: 100%;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>																			
4. Company / Close Corporation registration number:	<table border="1" style="display: inline-table; width: 100%;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>																			
5. Income Tax reference number:	<table border="1" style="display: inline-table; width: 100%;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>																			
6. VAT registration number: (If applicable)	<table border="1" style="display: inline-table; width: 100%;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>																			
7. PAYE employer's registration number: (If applicable)	<table border="1" style="display: inline-table; width: 100%;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>																			
8. Monetary value of tender:	<table border="1" style="display: inline-table; width: 100%;"><tr><td style="width: 100px; height: 20px;"></td></tr></table>																			
<b>DECLARATION</b>																				
<p>I, ..... the undersigned, the above taxpayer/tenderer, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes:</p> <p>(i) Have been satisfied in terms of the relevant Acts; or</p> <p>(ii) That suitable arrangements have been made with the Receiver of Revenue, ..... to satisfy them.*</p> <p>.....</p>																				
<b>SIGNATURE</b>	<b>CAPACITY</b>	<b>DATE</b>																		
<b>PLEASE NOTE:*</b> The declaration (ii) cannot be made unless formal arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/outstanding tax returns.																				



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR  
APPOINTMENT OF BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GUARD  
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**T2.2 B FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES**

**1. FINANCIAL STATEMENTS**

I/We agree, if required, to furnish a copy of the latest audited set of financial statement together with my/our Director's and Auditor's report for consideration by the employer.

**2. DETAILS OF CONTRACTOR'S BANK ACCOUNT**

I/We furnish the following information:

- a) Name of Bank: .....
- b) Branch of Bank .....
- c) Town/city/suburb where bank is situated .....
- d) Contact Person at the Bank: .....
- e) Telephone number of Bank: Code: ..... Number: .....
- f) Account Number: .....
- g) Bank rating (include confirmation from bank or financial institution): .....  
.....

I/We hereby authorise the Employer to approach the above Bank for a reference.

SIGNED ON BEHALF OF THE TENDERER:.....

DATE: .....



**T2.2 C MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR  
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CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION**

The tenderer is to affix to this page either:

Written proof of his registration with the CIDB as the relevant Category 4CE  
or Higher Or

Written proof of his application to the CIDB for registration as a contractor in  
the category listed above.

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this tender not being further considered for the award of the contract.
2. Should this tender be considered for award of the contract, based on proof of submission of application for registration in the appropriate category with the CIDB, and should proof of such subsequent registration not be forthcoming to the employer by the time of award of the contract, then this tender will no longer be considered for the award of the contract.



**T2.3      RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO  
THE CONTRACT**

T2.3 A	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE.....	T.69
T2.3 B	RATES FOR SPECIAL MATERIALS .....	T.70



### 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 tendered unit rates, in the table below. The amounts for contingencies and contract price adjustment shall not be included.

MONTH	VALUE (INCLUDING VAT)
1	R .....
2	R .....
3	R .....
4	R .....
5	R .....
6	R .....
7	R .....
8	R .....
9	R .....
10	R .....
11	R .....
12	R .....
<b>TOTAL: R.....</b>  <b>(EXCLUDING CONTINGENCIES AND CONTRACT PRICE ADJUSTMENT)</b> <b>DURATION.....(MONTHS)</b>	

SIGNED ON BEHALF OF TENDERER: .....

**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GUARD HOUSES AT SEVERAL MUNICIPAL FACILITIES****T2.3 B RATES FOR SPECIAL MATERIALS**

**Only bitumen products will be dealt with as a special material** in terms of subclause 46.3 of the General Conditions of Contract. All bitumen products as indicated in the contract data must be stated in the list below.

The rates and prices for the special materials shall be furnished by the contractor, which rates and prices shall exclude VAT but shall include all other obligatory taxes and levies.

The Compiler should state the Base Month.

SPECIAL MATERIALS	UNIT *	RATE OR PRICE FOR THE BASE MONTH

\* Indicate whether the material will be delivered in bulk or in containers.

When called upon to do so, the contractor shall substantiate the above rates or prices with acceptable documentary evidence from the applicable refinery supplying the bitumens.

SIGNED ON BEHALF OF TENDERER:.....



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR  
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# **THE CONTRACT**

PART C1	AGREEMENT AND CONTRACT DATA
PART C2	PRICING DATA
PART C3	SCOPE OF WORKS
PART C4	SITE INFORMATION



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR  
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**PARTC1: AGREEMENT AND CONTRACT DATA**

C1.1	FORM OF OFFER AND ACCEPTANCE.....	C.3
C1.2	AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993 AND APPOINTMENT AS MINE MANAGER IN TERMS OF SECTION 3(1)(A) OF MINE HEALTH AND SAFETY ACT 29 OF 1996. ....	C.7
C1.3	PERFORMANCE GUARANTEE .....	C.11
C1.4	FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997) .....	C.13
C1.5	APPOINTMENT IN TERMS OF SECTION 4 OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997) .....	C.15
C1.6	MINE HEALTH AND SAFETY ACT NO. 29 OF 1996 AND AMENDMENT ACT NO. 72 OF 1997 .....	C.16
C1.7	AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997) .....	C.17
C1.8	CONTRACT DATA .....	C.23



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GUARD HOUSES AT SEVERAL MUNICIPAL FACILITIES**

**C1.1 FORM OF OFFER AND ACCEPTANCE**

**Offer**

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

**CONTRACT No. LIM473/GUARD-HOUSES/22/23/031: BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GUARD HOUSES AT SEVERAL MUNICIPAL FACILITIES**

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

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

**THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS (CONTRACT PRICE)**

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

Rand (in words); ..... (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s) ..... ..

Name(s) ..... ..

Capacity ..... ..

for the tenderer ..... ..

(Name and address of organization)

Name and  
signature of  
witness

..... Date .....



## MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GUARD HOUSES AT SEVERAL MUNICIPAL FACILITIES

### Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- PART C1 Agreements and contract data, (which includes this agreement)
- PART C2 Pricing data
- PART C3 Scope of work
- PART C4 Site information

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto 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, which must be signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature(s) .....

Name(s) .....

Capacity  
for the Employer .....

(Name and address or organization)

Name and  
signature of  
witness

..... Date: .....



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GUARD HOUSES AT SEVERAL MUNICIPAL FACILITIES**

**Schedule of Deviations**

Item	Deviation Details

By the duly authorised representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or 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.

**For the Contractor:**

Signature(s) .....

Name(s) .....

Capacity .....

.....  
(Name and address of organization)

Name and  
signature of  
witness .....Date: .....

**For the Employer:**

Signature(s) .....

Name(s) .....

Capacity .....

.....  
(Name and address of organization)

Name and  
signature of  
witness .....Date: .....



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GUARD HOUSES AT SEVERAL MUNICIPAL FACILITIES**

**C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993 AND APPOINTMENT AS MINE MANAGER IN TERMS OF SECTION 3(1)(a) OF MINE HEALTH AND SAFETY ACT 29 of 1996.**

This AGREEMENT made at ..... on this ..... day of ..... in the year ..... between Makhuduthamaga Local Municipality (hereinafter called "the Employer" on the one part, herein represented by ..... in his capacity as ..... and delegate of the Employer and ..... (herein after called "the Principal Contractor") of the other part, herein represented by ..... in his capacity as .....

WHEREAS the Employer is desirous that certain works be constructed, as stated for in Contract No.:...../...../.....for (description of contract)..... in the ..... District of Limpopo Province and has accepted a tender by the Principal Contractor for the construction, completion and maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993(Act 85 of 1993 and the Construction Regulation, July 2003):

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or engineer requiring him to commence the execution of the Works, to either:
  - a) the date of the final certificate issued in terms of clause 49 of the General Conditions of Contract for Construction Works 2010 (Second Edition) as issued b the South African Institution of Civil Engineering (hereinafter referred to as "the GCC 2010"), as contained in the contract documents pertaining to this contract, or
  - b) the date of termination of the contract in terms of clause 9.19.2 or 9.3 of the GCC 2010.
3. The Principal Contractor declares himself to be conversant with the following:-
  - a) All requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
    - i. Section 8: General duties of employers to their employees.
    - ii. Section 9: General duties of employers and self-employed persons to persons other than employees



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GUARD HOUSES AT SEVERAL MUNICIPAL FACILITIES**

- iii. Section 37: Acts or omissions by employees or mandatories and
  - iv. Sub-section 37(2) relating to the purpose and meaning of this Agreement.
  - v. Construction Regulations 2003, and other safety regulations, as applicable.
- b) The procedures and safety rules of the employer as pertaining to the Principal Contractor and to his subcontractors.
4. The Principal Contractor is responsible for the compliance with the Act by his sub-contractors, whether or not selected and/or approved by the employer.
5. The Principal Contractor warrants that all his and his sub-contractors' employees (permanent and temporary) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. The Principal Contractor shall submit a written report to this effect at each Progress Site Meeting.
6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:
- a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal contractor obtains such approval and delegates any duty in terms of Section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - c) The Employer hereby obtains an interest in the issues of any formal enquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

Further to the abovementioned, where contracts involve quarries or borrow pits, the following shall be applicable:-

In terms of Section 3(1)(a) of the Mine Health and Safety Act of 1996, The Department of Roads and Transport. shall appoint a manager for its mine/s.

You are hereby appointed as the mine manager for....., with effect from ..... until further notice.

In terms of this appointment you are charged with the functions, duties and responsibilities imposed by the aforementioned Act and its regulations. Without derogating from the duties, functions and responsibilities imposed by this legislation, you are to:



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GUARD HOUSES AT SEVERAL MUNICIPAL FACILITIES**

- i) Control, manage and direct employees at the Mine (borrow pit or quarry).
- ii) Take all reasonable measures to ensure the health and safety of employees and proper discipline at the Mine.
- iii) Take all reasonable measures to ensure that the provisions of the Mine Health and Safety Act and its regulations (as may be amended from time to time) are implemented and adhered to at the Mine.
- iv) Ensure and maintain a healthy and safe mine environment for all persons.
- v) Ensure an adequate supply of health and safety equipment and facilities.
- vi) Staff the Mine, with due regard to health and safety.
- vii) Provide health and safety training as far as reasonably practicable to all employees.
- viii) Initiate, prepare and implement codes of practice, relating to health and safety.
- ix) Maintain an effective risk identification and management system.
- x) Ensure the effective maintenance of hazard identification and medical monitoring records.
- xi) Prepare and or review the Health and Safety Policy for the Mine.
- xii) Ensure that an annual medical report is compiled at the Mine, and forwarded to the owner or the appointed owner representative of the Mine.
- xiii) Ensure compliance with relevant environmental legislation.
- xiv) Assist with implementation and maintenance of the Department of Roads and Transport SHE Management Standards, the Contractor's Compliance Pack and operational procedures.
- xv) Enhance a culture of high performance in safety and health.

You are to appoint the prescribed persons to assist you in your duties and functions, and you are hereby authorised and obliged to take all reasonable measures to comply with legislative requirements. You are to ensure that an acting mine manager is appointed when you are to be absent, or on leave for a period longer than five (5) days.

Instructions and procedures are from time to time issued by the board the Department of Roads and Transport, and it will be your responsibility to ensure the implementation and adherence to these instructions and procedures at the Mine.

You are further responsible to ensure that relevant environmental legislative requirements are complied with, including the implementation of all internal procedures and systems to ensure compliance with such legislation.

It would be the responsibility of yourself to report any shortcomings, in relation to the implementation of applicable legislation which you are unable to rectify, immediately in writing to the appointed owner representative.

In witness thereof the parties have set their signatures heron in the presence of the subscribing witnesses:



C.10

**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR  
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**SIGNED FOR ON BEHALF OF THE EMPLOYER/SECTION 4.1 APPOINTEE**

.....

WITNESS: 1..... 2.....

NAME

(IN CAPITALS) 1..... 2.....

DATE: .....

**SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR/MINE MANAGER**

.....

WITNESS: 1..... 2.....

NAME

(IN CAPITALS) 1..... 2.....

DATE: ..... DATE:.....

**Copy to: The Chief Inspector - Department of Minerals and Energy**



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GUARD HOUSES AT SEVERAL MUNICIPAL FACILITIES**

**C1.3 PERFORMANCE GUARANTEE**

**MUNICIPAL MANAGER**  
**Makhuduthamaga Municipality**  
**Private Bag X434**  
**Jane Furse**  
**1085**

CONTRACT.....

I/We, the undersigned, .....

.....  
.....

acting                      herein                      in                      my/our                      capacity                      as

.....

..... and as such duly  
authorized to represent

.....(Hereinaft  
er referred to as "the

Guarantor") (in the case of a Company a resolution to be attached) do hereby bind the said  
Guarantor for the

obligations of .....

(hereinafter referred to as "the Contractor") in terms of the above-mentioned Contract  
between the Municipal Manager of Makhuduthamaga Municipality and the said Contractor,  
and/or for the refund by the Contractor of any excess payments to the Contractor not due  
and which cannot be recovered from the amount of the retention money to the credit of the  
Contractor in terms of Clauses 6.2 and 6.10.1 of the General Conditions of Contract 2010,  
and do further bind the Guarantor as surety and co-principal debtor with the Contractor for  
any other amounts which may become payable to the said Municipal Manager from any  
cause whatsoever arising from the insolvency of the Contractor.

The Guarantor's liability in terms hereof shall be limited to the sum of R .....  
(..... %) of the contract amount which amount I/we agree to hold at your disposal.

I/we declare that I/we on behalf of the Guarantor am/are fully acquainted with the terms and  
conditions of the said contract

and the Guarantor undertakes to pay the said amount of R  
.....

or such portion thereof as may be demanded immediately on receipt of a written demand  
from you in terms of Clause 6.2 of the General Conditions of Contract 2010. A certificate  
under your hand shall be sufficient and satisfactory evidence as to the amount of the  
Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to  
be obtained against the Guarantor.

It is recorded that this guarantee shall remain in force until all moneys which might become  
due and payable by the Contractor to the Municipal Manager have been paid and you or the  
said Municipal Manager shall always be entitled without your or the Municipal Manager's  
rights being affected, to release securities, to give time, to compound or to make any other



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GUARD HOUSES AT SEVERAL MUNICIPAL FACILITIES**

arrangements with the Contractor, and any alteration or variation of the said Contract shall in no way release the Guarantor from liability in terms of this Guarantee.

This Guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to your Agency.

This Guarantee shall lapse upon the issue of the Completion Certificate in terms of Clause 5.14.4 of the General Conditions of Contract 2010.

SIGNED at ..... on this ..... day of .....  
20.....

AS WITNESSES:

1. .... GUARANTOR

ADDRESS: .....

.....

2. ....

ADDRESS: .....

.....



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GUARD HOUSES AT SEVERAL MUNICIPAL FACILITIES**

**C1.4 FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)**

THIS AGREEMENT made at .....on this the .....day of .....in the year..... between MAKHUDUTHAMAGAMUNICIPALITY (hereinafter) called “the Employer”) of the one part, herein represented by ..... in his capacity as .....and delegate of the Employer in terms of the Employer’s standard powers of delegation pursuant to the provisions of Act No. 7 of 1998 and .....in his capacity as ..... and being duly authorised by virtue of a resolution appended hereto as Annexure A.

WHEREAS the Employer is desirous that certain works be constructed as stated above and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the Employer and the contract have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Mine Health and Safety Act (Act 29 of 1996); as amended by the Mine Health and Safety Amendment Act (Act No. 27 of 1997) ), the Mineral Resources and Petroleum Development Act (Act No. 28 of 2002) and all the applicable Regulations of the said Acts.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Contractor declares himself conversant with all the requirements, regulations and standards of the said Acts and Amendments of the Acts, as well as with the procedures and safety rules of the Employer as pertaining to the Contractor and all his Sub-contractors.
2. The Contractor accepts responsibility for compliance with all the requirements, regulations and standards of the Acts and Amendments of the Acts, as well as with the procedures and safety rules of the Employer as pertaining to the Contractor and all his Sub-contractors.
3. The Contractor, as the appointed Mine Manager of the Employer (Owner of the mine / borrow pit / quarry), shall undertake all the duties and accept all the responsibilities of the owner in compliance with the said Acts, Amendments and its Regulations.
4. The Contractor, as the appointed Mine Manager of the Owner, shall in turn appoint a Sub-Ordinate Mine Manager, a Responsible Mine Surveyor/ Competent Person and a Competent Person in Charge of Machinery who shall undertake the duties as delegated to them in terms of their appointments.
5. The Contractor shall himself obtain the necessary authorisation for mining, quarrying, blasting and crushing for all the borrow pit sites.
6. The Contractor shall assume responsibility for the Environmental Management Programme (EMP) in respect of all the borrow pit sites and quarries (mines) and shall ensure that the sites are rehabilitated at the conclusion of the contract.



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GUARD HOUSES AT SEVERAL MUNICIPAL FACILITIES**

7. The Contractor shall comply with all the provisions and requirements as set out in the EMP and in the said Acts, Amendments and its Regulations.
8. This Agreements shall hold good from the date of signature until the date on which a Closure Certificate is issued by the Mining Authority (Department of Minerals and Energy)

In witness thereof the parties have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED ON BEHALF OF THE EMPLOYER .....

AS WITNESS:

1. .... 2.....

NAME (Print): ..... NAME (Print): .....

SIGNED ON BEHALF OF THE CONTRACTOR .....

AS WITNESS:

1. .... 2.....

NAME (Print): ..... NAME (Print): .....



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GUARD HOUSES AT SEVERAL MUNICIPAL FACILITIES**

**C1.5 APPOINTMENT IN TERMS OF SECTION 4 OF THE MINE HEALTH AND SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)**

I, ..... in my capacity as Municipal Manager of the Employer, MAKHUDUTHAMAGA MUNICIPALITY who is the owner of the Mine(s) state name(s) or state "to be worked under the requirements of the above mentioned Acts, hereby, in terms of Section 3(1) of the Act (as amended) appoint ..... in his capacity as ..... of the Contractor, ..... of address: ..... and contact number: ..... to perform all functions entrusted to the Employer by Sections 2 and 3 of the Act (as amended) for all the borrow pits on the project no.: .....for

SIGNED: .....

DATE: .....

WITNESS: 1. .... 2. ....

NAME(Print): 1. .... 2. ....

I, ..... having been appointed in terms of Section 4 of the Act, as amended to perform all functions entrusted to the Employer by Sections 2 and 3 of the act, as amended, hereby appoint ..... in his capacity as ..... of the Contractor ..... as Manager, who, in terms of Section 3 of the Act, as amended, will be responsible for the day to day management and operation of the mine(s).

SIGNED: .....

DATE: .....

WITNESS: 1. .... 2. ....

NAME (Print): 1. .... 2. ....



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GUARD HOUSES AT SEVERAL MUNICIPAL FACILITIES**

**C1.6 MINE HEALTH AND SAFETY ACT No. 29 OF 1996 AND AMENDMENT ACT No. 72 OF 1997**

**DEFINITIONS:**

Section 102 of the Mine Health and Safety Act refers.

“mine” means, when –

- (a) “used as a noun-
  - (i) any borehole, or excavation, in any tailing or in the earth, including the portion of the earth that is under the sea or other water, made for the purpose of searching for or winning a mineral, whether is being worked or not, or
  - (ii) any other place where a mineral deposit is being exploited, including the mining area and all buildings, structures, machinery, mine dumps, access roads or objects situated on or in that area that are used or intended to be used in connection with searching, winning, exploiting or processing of a mineral, or for health and safety purposes. But, if two or more excavations, boreholes or places are being worked in conjunction with one another
  - (iii) a works; and
- b) used as a verb, the making of any excavation or borehole referred to in paragraph (a) (i), or the exploitation of any mineral deposit in any other manner, for the purpose of winning a mineral including prospecting in connection with the winning of a mineral.
  - a) whether that substance is in solid, liquid or gaseous form;
  - b) that occurs naturally in or on the earth, in or under water or in tailings, and
  - c) that has been formed by or subjected to a geological process.

“processing” means the recovering, extracting, concentrating, refining, calcimining, classifying, crushing, milling, screening, washing, reduction, smelting or gasification or any mineral, and “process” has a similar meaning

“works” means any place, excluding a mine, where any person carries out-

- a) The transmitting and distributing to another consumer of any form of power from a mine, by the owner thereof, to the terminal point of bulk, to the power supply meter on any such other consumer’s premises, or
- b) Training at any central rescue station, or
- c) The making, repairing, re-opening or closing of any subterranean tunnel, or
- d) Any operations necessary in connection with any of the operational listed in this paragraph.



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GUARD HOUSES AT SEVERAL MUNICIPAL FACILITIES**

**C1.7 AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)**

THIS AGREEMENT made at .....on this the .....day of .....in the year..... between MAKHUDUTHAMAGA MUNICIPALITY (hereinafter) called “the Employer”) of the one part,

herein represented by ..... in his capacity as.....and delegate of the Employer in terms of the Employer’s standard powers of delegation pursuant to the provisions of Act No. 7 of 1998 and .....in his capacity as ..... and being duly authorised by virtue of a resolution appended hereto as a resolution appended hereto as Annexure A.

WHEREAS the Employer is desirous that certain works be constructed, (insert contract title) and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the Employer and the contract have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Mine Health and Safety Act (Act 29 of 1996); as amended by the Mine Health and Safety Amendment Act (Act No. 27 of 1997).

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The contractor shall obtain the Mining Authorisation for the particular site where mining activities, as defined in the Mine Health and Safety Act, No. 29 of 1996 as amended, are to be conducted.
2. The contractor shall assume responsibility for the Environmental Management Programme (EMPR) in respect of the site and shall ensure that the site is rehabilitated at the conclusion of the contract.
3. The contractor declares himself to be conversant with:
  - a) all the requirements, regulations and standards of the Act, together with its amendments.
  - b) the procedures and safety rules of the Employer as pertaining to the Contractor and to all his sub-contractors.
4. The contractor is responsible for the compliance with the Act and its amendments by all his subcontractors, whether or not selected and/or approved by the Employer.



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR  
APPOINTMENT OF BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GUARD  
HOUSES AT SEVERAL MUNICIPAL FACILITIES**

SIGNED ON BEHALF OF THE EMPLOYER .....

AS WITNESS:

1. .... 2.....

NAME (Print): ..... NAME (Print): .....

SIGNED ON BEHALF OF THE CONTRACTOR .....

AS WITNESS:

1. .... 2.....

NAME (Print): ..... NAME (Print): .....



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GUARD HOUSES AT SEVERAL MUNICIPAL FACILITIES**

**EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED. (To be printed on Contractors letter head)**

**APPOINTMENT IN TERMS OF SUB-ORDINATE MANAGER: REGULATION 2.6.1 IN FORCE IN TERMS OF SCHEDULE 4 OF THE MINE HEALTH AND SAFETY ACT (ACT NO. 29 OF 1996) AS AMENDED BY THE HEALTH SAFETY AMEUREMENT ACT (ACT NO. 72 OF 1997)**

I, ..... in my capacity as ....., having been appointed in terms of **Section 3(1)** of the Act (as amended), by the Municipal Manager who is our client, 'Makhuduthamaga Municipality' and owner of the Mine(s) to be worked under the requirements of the above mentioned Acts hereby, in terms of **Regulation 2.6.1** of the Act as amended, appoint ..... as Sub-Ordinate Manager of the Contractor, ..... of address, ..... and contact number, ..... on contract no .... **for the** .....

In accordance with the provisions of the Mine Health and Safety Act, 1996 (Act 29 of 1996), you are also appointed in terms of Section 7(2) of the Mine Health and Safety Act, 1996 to perform the following functions, assigned to the Mine Manager in terms of Section 7(1), 10(2) (b) and (c) and 11 (1) in so far as your area of responsibilities are concerned:-

1. You must identify the hazards, assess the risk and record the hazards to health and safety to which employees may be exposed while they are at work, and
2. To the extent that is reasonable, you must ensure that every employee is properly trained:
  - a. In the measures necessary to eliminate, control and minimise those risks to health and safety.
  - b. In the procedures to be followed to perform the employee's work.
3. To the extent that is reasonably practical, you must:-

Ensure that every employee becomes familiar with the work-related hazards and risk and the measures that must be taken to eliminate, control and minimise those hazards and risks.
4. To the extent that is reasonably practical, you must:-

Ensure that every employee under your control complies with the requirements of the Act.

Institutes the measures necessary to secure, maintain and enhance health and safety.

Considers and employees training and capabilities in respect of health and safety before assigning a task to that employee.



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GUARD HOUSES AT SEVERAL MUNICIPAL FACILITIES**

Ensure that work is performed under the general supervision of a person trained to understand the hazards associated with the work, and who has the authority to ensure that the precautionary measures laid down by the Manager are implemented.

You will be responsible for the control, management and direction of all the activities and employees connected with work and you are required to ensure that all such activities take place in accordance with the provisions of the Mine Health and Safety Act and the Regulations are complied with.

You are further required to inform the Manager, ..... as soon as practicable, of any breach of any provision of these Regulation, to enable him to inform the Principal Inspector of Mines, Department of Minerals and Energy, or take such steps as may be necessary.

Please acquaint yourself with the relevant Regulations, Standards and Procedures, which have a bearing on your appointment. You must ensure that you are fully conversant with the requirements of the Procedures for Reporting Accidents.

SIGNED: .....

DATE: .....

WITNESS: 1..... 2.....

NAME (Print): 1..... 2.....

I, ....., having been appointed in terms of Regulation 2.6.1 of the act (as amended) to perform all functions entrusted to.....In terms of the Act (as amended) hereby accept the above appointment.

SIGNED: .....

DATE: .....

WITNESS: 1..... 2.....

NAME (Print): 1..... 2.....



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GUARD HOUSES AT SEVERAL MUNICIPAL FACILITIES**

**EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED. (To be printed on Contractors letter head)**

**APPOINTMENT OF RESPONSIBLE MINE SURVEYOR / COMPETANT PERSON: REGULATION 2.12.2 AND 2.12.6 IN FORCE IN TERMS OF SCHEDULE 4 OF THE MINE HEALTH AND SAFETY ACT, (ACT NO.29 OF 1996) AS AMENDED BY THE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997)**

I, ..... in my capacity as ....., having been appointed in terms of Section 3(1) of the Act (as amended), by the Director: Infrastructure and Planning, who is our client, 'Makhuduthamaga Municipality' and owner of the Mine(s) to be worked under the requirements of the above mentioned Acts hereby, in terms of Regulations 2.12.2 and 2.12.6 of the Act as amended, appoint ..... as Competent Person responsible for mine survey for the Contractor, .....

..... of address .....

and contact number, ..... on all contracts in the Limpopo Province that are undertaken by the contractor.

Please confirm this appointment by signing at the bottom.

SIGNED: ..... DATE:.....

NAME: .....

SIGNED: ..... DATE:.....

NAME: .....



**MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GUARD HOUSES AT SEVERAL MUNICIPAL FACILITIES**

**EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED. (To be printed on Contractors letter head)**

**APPOINTMENT AS COMPETANT PERSON IN CHARGE OF MACHINERY IN TERMS OF REGULATION 2.13.2 IN FORCE IN TERMS OF SCHEDULE 4 OF THE MINE HEALTH AND SAFETY ACT (ACT NO. 29 OF 1996) AS AMENDED BY THE HEALTH AND SAFETY AMEDEMMENT ACT (ACT NO. 72 OF 1997)**

I, ..... in my capacity as ....., having been appointed in terms of **Section 3(1)** of the Act (as amended), by the Director: Infrastructure and Planning, who is our client, 'Makhuduthamaga Municipality' and owner of the Mine(s) to be worked under the requirements of the above mentioned Acts hereby, in terms of **Regulations 2.13.2** of the Act as amended, appoint ..... as Competent Person in charge of machinery for the Contractor, ..... of address ..... and contact number, ..... on all contracts in the Limpopo Province that are undertaken by the contractor.

You are to report any accident to the mine manager immediately and personally visit the scene of the accident without delay.

You must familiarise yourself with the Mine Health and Safety Act and the Minerals Act and the Regulations and ensure that you have a copy in your possession and you must take all reasonable measures to ensure that the provisions of this Act are complied with.

Your attention are further drawn to Regulation 2.13.4.1 as well as the requirements of Chapter 18,20 and 21.

Please confirm this appointment by signing at the bottom.

SIGNED: ..... DATE:.....

NAME: .....

SIGNED: ..... DATE:.....

NAME: .....



# **MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF BUILDING CONTRACTORS FOR THE CONSTRUCTION OF GUARD HOUSES AT SEVERAL MUNICIPAL FACILITIES**

## **C1.8 CONTRACT DATA**

### **C1.8.1 Contract Specific Data**

The Conditions of Contract are the General Conditions of Contract for Construction Works (3<sup>rd</sup> Edition 2015) published by the South African Institution of Civil Engineering.

#### **Section 1: Data provided by the Employer**

Clause	
1.1.1.5	Clause 1.1.1.5 of the GCC is replaced by the following: The "Commencement date" shall be the date the site is handed over to the Contractor.
1.1.1.15	The employer is the <b>Makhuduthamaga Local Municipality</b> .
1.2.1	The employer's address for receipt of communication is: Telephone: 013) 265 8660 facsimile: (013) 265 1975 e-mail: <b>info@makhuduthamaga.gov.za</b> Address: Private Bag X434, Jane Furse, 1085
1.1.1.6	
1.2.1	
1.1.1.12	The special non working days are public holidays, Saturdays and Sundays.
1..1.1.1	The year-end break commences on 13 <sup>th</sup> December 2022 and ends on 09 <sup>th</sup> January 2023
3.1	The engineer is required in terms of his appointment with the employer to obtain the following specific approvals from the employer: e.g. 1. Approval of extension of time; 2. Approval of additional costs; 3. Approval of variation orders; 4. Approval of penalties; 5. Approval from Makhuduthamaga Municipality for the utilization of any Contingencies.
6.2	The Guarantee is to contain the <b>same wording</b> as the document included as C1.3 under returnable documents.
6.2	The amount of the Guarantee is to be 10% of the Contract Price.
6.2.2	The Guarantee is to be delivered twenty one (21) days after the Letter of Acceptance.
5.3	The Works are to be commenced within 14 days of the Commencement Date taken as Date of Site Hand-over.
5.6	The Works programme is to be delivered within 14 days of the



Clause	
	<p>Engineering (Materials)” as published in the Statistical Release P0142.1 in table 15 of Statistics South Africa.</p> <p>“F” is the “Fuel Index” and shall be the index for “Civil Engineering” as published in Statistical Release P0142.1 Table 16 of Statistics South Africa.</p> <p>The suffix “o” denotes the basic indices applicable to the base month, which shall be the month prior to the month in which the closing date for the tender falls.</p> <p>The suffix “t” denotes the current indices applicable to the month in which the last day of the period falls to which the relevant payment certificate relates.</p> <p>If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the Engineer shall estimate the value of such index. Any correction, which may be necessary when the correct indices become known, shall be made by the Engineer in subsequent payment certificates.</p> <p>The urban area nearest the site is <b>Jane Furse</b>.</p> <p>The base month is <b>September 2022</b>.</p>
6.8.3	<p>The following are special materials:</p> <p>Bitumen binder extracted from petroleum based products and used on site, including that used in asphalt, irrespective of whether it is produced and/or placed by the Contractor or an approved subcontractor.</p> <p>Specified on Form T2.3 D.</p> <p>The rates and prices for the special materials shall be furnished by the contractor, which rates and prices ex refinery with the base date specified under 46.2 and shall exclude VAT but shall include all other obligatory taxes and levies on the basis specified in the contract price adjustment schedule (paragraph 4(i) and 4(ii)).</p>
6.10.1.5	<p>The percentage limit on materials not yet built into the Permanent Works is 80%.</p>
6.10.3	<p>The percentage retention is <b>10%</b> of the tender sum (excl CPA and VAT).</p>
6.10.3	<p>The limit of retention money is <b>10%</b> of the tender sum (excluding CPA and VAT)</p>
6.10.4	<p>Minimum amount of interim payment certificate is <b>R350 000-00</b>.</p>
6.10.5	<p>A Retention Money Guarantee is <b>not</b> permitted.</p>





**LIM473/MARISHANE-SPORTS RE/22/23/24PH2**  
**Section 2: Data provided by the Contractor**

Clause	
1.1.8	The contractor is .....
1.2	The contractor's address for receipt of communication is: Telephone: ..... Facsimile: ..... e-mail: ..... Address: .....
37.2.2.3	The percentage allowances to cover all charges for the contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is .....%.
42.1	The Works shall be completed within ..... months as proposed by the contractor.
46.3	The rate for special materials, exclusive of Value Added Tax is to be completed in the schedule on page T2.3 B.

#### **C1.8.2 Variations to the General Conditions of Contract**

The following amendments of the General Conditions of Contract 2010 apply to this contract. The headings in these Special Conditions of Contract shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction thereof or of the Contract.

#### **4. CONTRACTOR'S GENERAL OBLIGATIONS**

##### **4.1 EXTENT OF OBLIGATIONS AND LIABILITY**

Change the number of clauses 4.1.1 to 4.1.2 to read 4.1.2 and 4.1.3.

Add the following:

##### **“4.1.1 Contractor deemed to have inspected the Site**

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as practicable) as to

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions.
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the Accommodation he may require

and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his tender.

No subsequent claims by the Contractor arising from his lack of knowledge of perceptible conditions on the site or its surroundings or of information available in connection therewith shall be entertained.”

##### **4.1.2 Extent of Contractor' obligations**

Add the following to this sub-clause:

The Contractor shall, save in so far as it is legally or physically impossible,

- (a) design (to the extent provided in the Contract), execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract, and
- (b) provide all superintendence, labour, materials, Construction Equipment, Temporary Works, including the design thereof, all requisite transport and all other things, whether of a temporary or permanent nature, required in and for such design, execution and completion of the Works and for the remedying of any defects, so far as the necessity for providing the same is specified in or reasonably to be inferred from the Contract.
- (c) After award of the Contract, the Contractor shall be obligated to ensure that at least the Construction Equipment stated on the prescribed form in the Tender



Documents, or Construction Equipment equivalent thereto, are on the site when required.”

#### **4.3 LEGAL PROVISIONS**

Add the following sub-sub clauses:

##### **4.3.1.1 Mine Health and Safety Act, number 29 of 1996**

The Employer shall obtain the Mining Authorisation for all sites where mining activities, as defined in the Mine Health and Safety Act, number 29 of 1996 as amended, are to be conducted.

##### **4.3.1.2 Mineral Resources Petroleum Development Act, number 28 of 2002**

The Contractor shall assume responsibility for the Environmental Management Programme (EMPR) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the contract.”

#### **4.4. SUBCONTRACTING**

Add the following subclauses:

##### **“4.4.7 Continuing obligation extending beyond date of completion of the work**

In the event of a Selected Subcontractor having undertaken to the Contractor, in respect of work executed or goods or materials supplied by such Selected Subcontractor, any continuing obligation extending beyond the date of completion of the work or the end of the Defects Liability Period, and Latent Defect Liability Period as the case may be, the Contractor shall at any time after such date cede to the Employer, at the Employer’s request and cost, the benefit of such obligation for the unexpired duration thereof, whereupon the Employer shall have no further claim against the Contractor in respect of the said continuing obligation.

##### **4.4.8 Convert the subcontract**

If the contract shall have been cancelled in terms of clause 9.2, the Employer shall have the right, by written notice given to any Selected Subcontractor not later than 28 days after the said cancellation, to convert the subcontract concerned to a direct contract between the Employer and the Subcontractor.

Provided that:

- (a) the terms of the said direct contract shall mutatis mutandis be those of the subcontract concerned, and
- (b) the Employer shall have the said right, notwithstanding any breach of the subcontract by the Contractor, subject to his forthwith paying to the Subcontractor all amounts then owing to the Subcontractor by the Contractor and perform any obligation which the Contractor has failed to perform.”

#### **4.9 CONSTRUCTION EQUIPMENT**

Add the following: sub clauses:

##### **“4.9.2 Preclude seizure of construction equipment**

In order to preclude seizure by the owner of any constructional plant being held by the Contractor on a hire or hire-purchase agreement for the purposes of the contract, the Employer shall be entitled to pay any such owner the amount of any outstanding instalment or other sum owing under any hire or hire-purchase agreement and in the event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the Contractor and may be deducted by the Employer from any moneys owing or that may become owing to the Contractor in terms of the contract, or be recovered at law from the Contractor by the Employer.

#### **4.9.3 Constructional plant brought to the site by the subcontractor**

When entering into any subcontract agreement for the execution of any part of the works, the Contractor shall incorporate in such subcontract agreement, by reference or otherwise, the provisions of this clause in respect of construction equipment brought to the site by the subcontractor."

### **5. TIME AND RELATED**

#### **MATTERS 5.4 ACCESS TO THE SITE**

Add the following subclause:

- 5.4.4** "If the site is insufficient for the needs and requirements of the work, the Contractor shall arrange with the owners or tenants for the additional land required and pay all rent and costs in connection therewith. The Contractor shall be responsible for all damage to such land and property, and he shall indemnify the Employer and hold him harmless in respect of all claims, demands proceedings, damages, costs, including attorneys and client costs, charges and expenses arising in respect thereof."

#### **5.14 COMPLETION**

Delete the following:

"5.14.5.3 The retention shall be reduced to half in terms of Clause 6.10.5"

#### **5.16 APPROVAL**

##### **5.16.1 Final Approval Certificate**

Delete the last sentence of this clause and replace with:

The payment of the retention money or the release of the retention money guarantee shall only be permitted after the Engineer has issued the Final Approval Certificate.

### **6. PAYMENT AND RELATED MATTERS**

#### **6.6 PROVISIONAL SUMS AND PRIME COST SUMS**

6.6.1.2.1 In the first line after the word "sums" insert "excluding VAT"

6.6.1.2.2 In the fourth line after the word "amount" insert "excluding VAT"

##### **6.10.5 Payment of retention money**

Delete the first four lines where reference is made to the first half of retention.  
The paragraph should read:"



“Retention money shall become due when the Engineer shall have certified payment thereof within 14 days after the expiration of the Defects Liability Period, extended if necessary in terms of Clauses 5.14.4 or 7.8.1. No retention, or part thereof, will hence be payable upon the issue of a Certificate of Completion as indicated in Clause 5.14.5.3.

## **6.11 VARIATIONS EXCEEDING 15 PER CENT**

### **6.11.1 Variations exceeding 30% per cent**

Where the decrease or increase in the quantity of work has not resulted from a written variation order (or an additional agreement) in terms of clause 5.11 but from the fact that the quantities are less or more than those given in the bill of quantities, the tendered rates or sums shall still apply, except in the case of a sub-item (or an item not subdivided into sub-items) in the bill of quantities, which covers work the value of which during the tender stage exceeds 7,5% of the value of the tender sum, and where the quantity of such sub-item or item, upon completion of the contract, deviates by more than 30% from the quantity given in the bill of quantities so that the scale of activities or the method of construction consequently changes to such an extent that the tendered rate or sum no longer applies. In such case the Engineer, should he deem it to be in the interest of the Employer or should the Contractor enter a claim, shall, considering the extent by which the deviation in respect of the quantity of the sub-item or item concerned exceeds 30%, determine a sum which will be equitable in the circumstances, and shall certify that such sum shall be deducted from or added to the sums owing to the Contractor.”

## **PART C2: PRICING DATA**



C2.1	PRICING INSTRUCTIONS .....	C.33
C2.2	BILL OF QUANTITIES .....	C.C.69
C2.3	SUMMARY OF BILL OF QUANTITIES.....	C.68
C2.4	CALCULATION OF TENDER SUM.....	C.69

## **C2.1 PRICING INSTRUCTIONS**

- 1 For the purposes of this bill of quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the standard specifications or the project specifications.

Quantity: The number of units of work for each item.

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

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

Lump Sum: An amount tendered for an item, the extent of which is described in the bill of quantities, the specifications or elsewhere, but of which the quantity of work is not measured in units.

- 2 This bill of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.
- 3 The quantities set out in the bill of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the bill of quantities, will be used to determine payments to the contractor.

The validity of the contract shall in no way be affected by differences between the quantities in the bill of quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered, subject only to the provisions of sub-clause 1209 (a) of the standard specifications.

- 4 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc, and for the completed items of work as specified, all in accordance with sub-clause 1209 (b) of the standard specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the standard specifications and project specifications and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, standard specifications and project specifications shall be considered as provided for collectively in the items of payment given in the bill of quantities, except in so far as the quantities given in the bill of quantities are only approximate.
- 5 The tenderer shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the bill of quantities.



The tenderer shall fill in a rate against all items where the words “rate only” appear in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of paragraph 12 of this preamble.

If the tender should group a number of items together and tender one lump sum for each group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

- 6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise than in clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.
- 7 The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.
- 8 The statement of quantities of material or the amount of work in the bill of quantities shall not be regarded as authorisation for the contractor to order material or to execute work. The contractor shall obtain the engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- 9 The short descriptions of the payment items in the bill of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.
- 10 The provisions of clause 45 of the general conditions of contract shall apply to provisional sums and prime cost sums.
- 11 Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the bill of quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled bill of quantities, the rates will be regarded as being correct, and the employer shall



have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the bill of quantities. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.

- 12 A tender may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.
- 13 The units of measurement indicated in the bill of quantities are metric units

The following abbreviations are used in the bill of quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> km	=	cubic metre kilometre
l	=	litre
kl	=	kilolitre
kg	=	kilogram
t	=	ton (1000 kg)
No	=	number
mn	=	meganewton
mn-m	=	meganewton-metre
%	=	per cent
kW	=	kilowatt
Kn	=	kilonewton
PC sum	=	prime cost sum
Prov sum	=	provisional sum

- 14 All rates and sums of money quoted in the bill of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded
- 15 The item numbers appearing in the bill of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter B refer to payment items described under part B of the project specifications, those with C to payment items described under part C, and so on for further parts of the project specifications.

Item numbers in schedule B of the bill of quantities are, in addition, preceded by the



number of each separate part of schedule B of the bill of quantities, e.g. payment item 62.02 described in the standard specifications (clause 6210), when used in part 3 of schedule B of the bill of quantities, would be numbered 3/62.02, and if this payment item had been amended in part B of the project specifications, the payment item would be indicated as 3/B62.02.



**CDS Supplier Number.....**

**CDS UNIQUE NUMBER.....**

**C2.2 BILL OF QUANTITIES**



## C2.3 Schedule of Quantities

### C2.3.1 Summary

#### SUMMARY OF SCHEDULES

Section	Description	Amount	
SUB-TOTAL 1		R	

### C2.3 CALCULATION OF TENDER SUM

SUB-TOTAL 1	R	
Contingency @0%	R	
SUB-TOTAL 2	R	
ADD 15% of sub-total 1 for VALUE ADDED TAX (VAT)	R	
<b>TOTAL CONSTRUCTION COST</b>	<b>R</b>	

**Note :** Tender sum is the value of the offered total of the prices exclusive of VAT, contingencies, CPA and special materials but including contractual variations.



C.D.71

# THE CONTRACT

PART C3	SCOPE OF WORKS
PART C4	SITE INFORMATION



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

### **C3.1 DESCRIPTION OF WORKS**

#### **C3.1.1 Employer's Objectives**

The employer's objective is to Construction of Five (6) Guard houses at several Municipal Facilities., ensure greater investment in infrastructure, build a sustainable revenue base, improve good governance, contribute to the improvement of health and safety of the community and develop higher level of service while making optimum use of local labour, and creating jobs for locals during construction and creating business opportunities for local contractors and SMME's. The project implementation will be designed to maximise EPWP sector quotas and opportunities

#### **C3.1.2 Overview and Location of Works**

The scope of works entails the Construction of Five (6) Guard houses at several Municipal Facilities. (2 x Kgaola Mafiri building, 1x Phaahla and 1x Jane furse library 1x Phatantswane library and 1 x Main building)

#### **C3.1.3 Extent of Works**

The works entails the following;

- Construction of 4 x 6m(length) x 5m(width) x 2.9m (height) brick wall of 220mm thickness
- Construction of 2(No) x 5m(length) x 3m(width) x 2,9m(Height) face brick wall of 220mm thick
- The brick wall should match the existing building
- Construction of 1000mm concrete apron around the building
- Plastering of the floors and tiling with vinyl tiles
- Installation of miranti door with windows as specified.
- Installation of IBR galvanized roof sheeting 0.4mm, white facial boards, gutters and down pipes as per the layout
- Installation of light in and with switch
- Connection of electricity from existing building
- Installation of water supply pipe from the existing building to guard house

**NB: The following parameters should be maintained in the proposal.**

- Appropriate form and function
- Suitable location
- Cost effectiveness



## **C4 SITE INFORMATION**

### **SITE INFORMATION**

#### **C4.1 LOCALITY PLAN**

The proposed project is located at various Municipal facilities within, Makhuduthamaga within the jurisdiction of the Makhuduthamaga Local Municipality area in Sekhukhune District Municipality of Limpopo Province.

##### **1.1 Documentation**

The documentation included in this section describes the site as at the time of tender to enable the Tenderer to price his tender, furthermore to decide upon his method of working and programming and to evaluate his risks.

##### **1.2 Information**

Only actual information about physical conditions of the site and its surroundings (if any available) is included in this Site Information and interpretation thereof is a matter for the Tenderer.

#### **C4.2 SITE INFORMATION**

##### **2.1 Records and Test Results**

###### **2.1.1 Geotechnical report** Not available.

##### **2.2 Reports on Physical Conditions**

###### **2.2.1 Mapping**

###### **2.4.3 Electricity**

All cables and pipes shall be considered “live” unless confirmed otherwise by the relevant authority.



# **TENDER DRAWINGS**





