



ELIAS MOTSOALEDI

LOCAL MUNICIPALITY

TENDER DOCUMENT FOR THE BID:

BID NUMBER: EMLM 22/2026

**APPOINTMENT OF MAXIMUM OF 05 CONSULTANTS FOR CIVIL
ENGINEERING SERVICES FOR A PERIOD OF THREE YEARS IN
ELIAS MOTSOALEDI LOCAL MUNICIPALITY**

Supply Chain Management Unit

ISSUED BY: THE MUNICIPAL MANAGER ELIAS MOTSOALEDI LOCAL MUNICIPALITY GROBLERSDAL 0470 TEL: (013) 262 3056 FAX: (013) 262 2547	PREPARED BY: THE MUNICIPAL MANAGER ELIAS MOTSOALEDI LOCAL MUNICIPALITY GROBLERSDAL 0470 TEL: (013) 262 3056 FAX: (013) 262 2547
Closing Date: 06 MARCH 2026	Closing Time: 11H00
Name of Bidder: _____	
Total specific goals: _____	
Professional Fees Percentage (%) Vat Exc: _____	



EXPANDED PUBLIC WORKS PROGRAMME

Creating opportunities towards human fulfilment



ELIAS MOTSOALEDI

LOCAL MUNICIPALITY

APPOINTMENT OF MAXIMUM OF 05 CONSULTANTS FOR CIVIL ENGINEERING SERVICES FOR A PERIOD OF THREE YEARS IN ELIAS MOTSOALEDI LOCAL MUNICIPALITY

BID NUMBER: EMLM 22/2026

Contents

Number | Heading

The Tender

Part T1: Tendering procedures

T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data
T1.3	Standard Conditions of Tender

Part T2: Returnable schedules

T2.1	List of Returnable Documents
T2.2	Returnable Schedules to be completed by tenderer

The Contract

Part C1: Agreements and Contract Data

C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.3	Form of Guarantee
C1.4	Agreement with Adjudicator
C1.5	Agreement in Terms of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993

**NB: KINDLY NOTE THAT BEING APPOINTED ON THE PANEL DOES NOT
GUARANTEE THE ALLOCATION OF THE PROJECT**

RESPONSIVENESS AND EVALUATION CRITERIA

ELIAS MOTSOALEDI LOCAL MUNICIPALITY WILL NOT CONSIDER ANY BID UNLESS IT MEETS THE FOLLOWING RESPONSIVENESS CRITERIA:

MINIMUM REQUIREMENTS:

1. Annexure Forms (**A, B, C, D, E, H and I**) fully completed and signed
2. Attach CSD registration report (**NB: detailed not summary**)
3. Valid copy of CIPC registration certificate
4. Proof of Professional indemnity must be submitted. (**minimum R3 million**)
5. Sign any alteration on the tender document (**NB: Do Not Initialize**)
6. Sign every page on the tender document (**NB: Do Not Initialize**)
7. Forms must be completed in a **Black ink** / no reproduced computer printout of the document will be accepted
8. CIPC Abridged Certificate Annual returns (**Figures / Amount page**) (**NB applicable to entities that are in business for more than 12 months and must be paid before the closing date of the tender**). (**To be verified**)
9. Letter of good standing (**Compensation for Occupational Injuries and Disease Act (COIDA)** from Department of Labour – (**To be verified**)
10. Proof of Municipal rates and taxes or services charges:
 - Of the company and all of its directors not in arrears for more than 90 days or
 - Confirmation from the municipality if municipal rates and taxes are not levied (for the company and all its director(s)) as per CK/Company form of address on the registration certificate or
 - If leasing, a signed lease agreement by the lessor and the lessee and Municipal rates in the name of the lessor for company / director(s). Original Certified copies of IDs of the Director(s) (Certification not older than 6 months before the closing date)
11. Original certified copies of IDs of the Director(s) (**Certification not older than 6 months before the closing date**)
12. **In case of a Joint Venture**, Association or Consortium a formal contract agreement must be signed by both parties and be attached, and the following must be adhered to:
 - All of the above requirements must be for the both entities

CHECKLIST:

No.	Requirements Checklist	Tick	Comment if not Attached
COMPULSORY			
1	Annexure Forms (A,B,C,D,E,H and I) fully completed and signed		
2	Attach CSD registration report (NB: detailed not summary)		
3	Valid copy Entity / Company registration certificate		
4	Proof of Professional indemnity must be submitted. (minimum R3 million)		
5	Sign any alteration on the tender document (NB: Do Not Initialize)		
6	Sign every page on the tender document (NB: Do Not Initialize)		
7	CIPC Abridged Certificate Annual returns (NB applicable to entities that are in business for more than 12 months)		
8	Letter of good standing (Compensation for Occupational Injuries and Disease Act (COIDA)) from Department of Labour OR any company accredited by the Department of Labour		
9	<p>Proof of Municipal rates and taxes or services charges:</p> <ul style="list-style-type: none"> • Of the company and all of its directors not in arrears for more than 90 days or • Confirmation from the municipality if municipal rates and taxes are not levied (for the company and all its director(s)) as per CK/Company form of address on the registration certificate or • if leasing, a signed lease agreement by the lessor and the lessee and a declaration/letter indicating that the bidder and/or the director does not have municipal account and that the municipal services; rates and taxes are paid by the property owner, should be signed by the lessor and such declaration/letter must be attached / Municipal rates in the name of the lessor for both company and director(s). 		
11	Original Certified copies of IDs of the Director(s) (Certification not older than 6 months before the closing date)		
12	In case of a Joint Venture, Association or Consortium a formal contract agreement must be signed by both parties and be attached and the following must be adhered to: <ul style="list-style-type: none"> • All of the above requirements must be for the both entities. 		
13	Tender must be Completed and Signed in Black Ink		
ZERO SCORE IF NOT SUBMITTED			
14	Schedule of company experience (appointment letters and completion certificates)		
15	Curriculum Vitae of key personnel with original certified copies of qualifications, years of relevant experience on similar projects and projects names.		

Note: This is just a guide to assist you and is not necessarily all the information required. The EMLM indemnifies itself and retain the rights to evaluate the full documentation

Service provider / representative

Signature

PART T1: TENDERING PROCEDURES

TABLE OF CONTENTS	Page	Colour
T1.1: TENDER NOTICE AND INVITATION TO TENDER	T.2	White
T1.2: TENDER DATA	T.6	Pink
T1.3: STANDARD CONDITIONS OF TENDER	T.12	Pink

T1.1: BID NOTICE AND INVITATION TO BID

ELIAS MOTSOALEDI LOCAL MUNICIPALITY

CLOSING DATE: **06 MARCH 2026** at **11H00**

BID NUMBER: EMLM 22/2026

APPOINTMENT OF MAXIMUM OF 05 CONSULTANTS FOR CIVIL ENGINEERING SERVICES FOR A PERIOD OF THREE YEARS IN ELIAS MOTSOALEDI LOCAL MUNICIPALITY

T1.1: TENDER NOTICE

Bids are hereby invited from capable and experienced construction companies for **APPOINTMENT OF MAXIMUM OF 05 CONSULTANTS FOR CIVIL ENGINEERING SERVICES FOR A PERIOD OF THREE YEARS IN ELIAS MOTSOALEDI LOCAL MUNICIPALITY**

Duly completed bid documents and supporting documents which are, CERTIFIED ID COPIES, AS WELL AS RATES AND TAXES CLEARANCES FROM RELEVANT LOCAL AUTHORITY, CENTRAL SUPPLIERS DATABASE (CSD) REGISTRATION DETAILED REPORT and a copy of the COMPANY REGISTRATION CERTIFICATE, together with the bid document must be sealed in an envelope clearly marked: **"Bid No. EMLM 22/2026 'APPOINTMENT OF MAXIMUM OF 05 CONSULTANTS FOR CIVIL ENGINEERING SERVICES FOR A PERIOD OF THREE YEARS IN ELIAS MOTSOALEDI LOCAL MUNICIPALITY" CLOSING DATE: 06 MARCH 2026**" with the name of the bidder shall be placed in the bid box at **ELIAS MOTSOALEDI LOCAL MUNICIPALITY 2nd GROBLER AVENUE GROBLERSDAL** on or before **06 MARCH 2026** at **11H00** on the closing date. Tenders will be opened in public.

The tender document will be available for free at www.etenders.gov.za from the 30 January 2026 @ 10:00 or collected at 02 Grobler Avenue Groblersdal at the cashiers from the 30 January 2026 at a cost of R1000.00 per copy from Monday to Thursday 07h30 till 15h00 Friday 07:30 till 12H00.

A preferential point system shall apply where by this contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act, No. 5 of 2000 as defined in the conditions of bid in the bid document, read in conjunction with Preferential Procurement Regulations of 2022, where 80 points will be allocated in respect of price and 20 points in respect of specific goals.

Procurement Enquiries: Mr. V.E Masilela
Tel: 013 262 3056

Technical Enquiries: Mr. F Debeila
E-mail: fdebeila@emlm.gov.za
Tel: 013 262 3056

Employer: Municipal Manager: Ms. N.R Makgata.
Elias Motsoaledi Local Municipality
02 Grobler Avenue
Groblersdal
0470

T1.1: BID NOTICE AND INVITATION TO BID

APPOINTMENT OF MAXIMUM OF 05 CONSULTANTS FOR CIVIL ENGINEERING SERVICES FOR A PERIOD OF THREE YEARS IN ELIAS MOTSOALEDI LOCAL MUNICIPALITY

BID NUMBER: EMLM 22/2026

RESPONSIVENESS AND EVALUATION CRITERIA:

1. RESPONSIVENESS CRITERIA

The Elias Motsoaledi Local Municipality will consider no Bid unless it meets the following responsiveness criteria:

- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
- The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.
- An original Valid Tax Clearance Certificate must be submitted with the bid on or before the closing time and date of the bid. Or
- The electronic verification tax clearance must be accompanied by the verification code

- The proof of CSD registration report must be attached
- Bid forms must be completed in full and each page of the bid initialed.
- Certified copy of the company registration certificate must be submitted with the bid on or before the closing time and date of the bid.
- Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties.
- Proof of payment of municipal rates and taxes.
- Complies with the requirements of the bid and technical specifications.
- Adheres to Pricing Instructions.
- Financial ability to execute the contract.
- Comply in full and observe the requirements of the Notice to Bidders.

NB: It is the responsibility of tenderer to select competent subcontractor who is registered on the treasury central supplier database (CSD) that meet all minimum the requirement of the tender. Tenderers are responsible for all due diligence on their subcontractors.

2. EVALUATION OF BIDS

- a) All bids received shall be evaluated in terms of the Supply Chain Management Regulations, Elias Motsoaledi Local Municipality Supply Chain Management Policy, the preferential procurement regulation 2022, and other applicable legislations.
- b) The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.
- c) Only locally manufactured products/items with specified minimum thresholds will be considered for local content (**Not applicable**)

By submitting this bid, bidder authorizes the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Council.

PLEASE NOTE

1. The Municipal Manager may cancel a contract awarded to a person if:

- a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
- b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.

2. The Municipal Manager may reject the bid or quote of any person if that person or any of its directors have:

- a) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) Failed, during the last five years, to perform satisfactorily on a previous contract with the Elias Motsoaledi Local Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
- c) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
- d) Been convicted of fraud or corruption during the past five years;
- e) Willfully neglected, reneged on or failed to comply with any government, municipal or other public-sector contract during the past five years; or
- f) Been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) or has been listed on National Treasury's database as a person prohibited from doing business with public sector

SUPPLY CHAIN MANAGEMENT

EVALUATION PROCESS AND CRITERIA

The following evaluation process and criteria will be used to evaluate all bids submitted:

1. Compliance with Tender conditions

i. The Elias Motsoaledi Local Municipality will consider no bid unless it meets the following responsiveness criteria:

The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.

The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.

The electronic verification tax clearance must be accompanied by the verification code

Bid forms must be completed in full and each page of the bid signed.

A copy of the company registration certificate must be submitted with the bid on or before the closing time and date of the bid.

Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties.

Compliance with the requirements of the bid and technical specifications.

No bidder who is blacklisted by National Treasury or any National Authority due to non-performance will be considered.

Proof of payment of Municipal account statement on rates and taxes from the respective municipality or confirmation if municipal services' rates and taxes are not levies or charged are not implemented, such proof:

- a)** Must not be older than three (6) months from closing date of the tender,
- b)** It must have been addressed to the company itself and all of the directors as on the document for company registration, and
- c)** In case where the company is renting an office space, the lease agreement between the company and the respective landlord must be accompanied by the declaration/letter stating that the bidder and or the director are not responsible to pay for municipal services, rates and taxes but the property owner.

- In case where 2 (two) or more companies decide to form a joint venture (JV), all the companies in the JV have to attach each and every document as requested above in addition to the Joint Venture Agreement

ii. Financial ability to execute the contract; and

iii. The number of points scored for achieving Government's Broad-Based Black Economic Empowerment objectives, points scored for price and / or points scored for functionality if applicable.

T1.2: TENDER DATA

The conditions of tender are those contained in the latest edition of SANS 10845-3, *Construction Procurement – Part 3: Standard Conditions of Tender*.

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause Number	Data												
2.1	Wherever reference is made in the documentation to Bill of Quantities, it shall also mean Pricing Schedule.												
2.7	Wherever reference is made in the documentation to contractor it shall also mean service provider												
3.1	<p>The Employer is ELIAS MOTSOALEDI LOCAL MUNICIPALITY</p> <p>The Employer's domicilium citandi et executandi (permanent physical business address) is:</p> <p>2 Grobler Avenue, Groblersdal, 0470</p> <p>The Employer's address for communication relating to this project is:</p> <table> <tr> <td>POSTAL</td> <td>OR</td> <td>DELIVERY</td> </tr> <tr> <td>P. O. Box 48</td> <td></td> <td>2 Grobler Avenue</td> </tr> <tr> <td>Groblersdal</td> <td></td> <td>Groblersdal</td> </tr> <tr> <td>0470</td> <td></td> <td>0470</td> </tr> </table>	POSTAL	OR	DELIVERY	P. O. Box 48		2 Grobler Avenue	Groblersdal		Groblersdal	0470		0470
POSTAL	OR	DELIVERY											
P. O. Box 48		2 Grobler Avenue											
Groblersdal		Groblersdal											
0470		0470											
3.2	<p>The tender documents issued by the employer comprise:</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p>C1: Agreements and contract data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>C1.3 Form of guarantee</p> <p>C1.4 Disclosure Statement</p> <p>C1.5 Adjudication Member Agreement</p> <p>C1.6 Agreement in terms of the Occupational Health and Safety Act</p> <p>C3: Scope of work</p> <p>C3 Scope of work</p>												
3.4	<p>The language for communications is English.</p> <p>The Employer':</p> <table> <tr> <td>Name</td> <td>:</td> <td>Elias Motsoaledi Local Municipality</td> </tr> <tr> <td>Address</td> <td>:</td> <td>02 Grobler Avenue Groblersdal 0470</td> </tr> <tr> <td>Telephone</td> <td>:</td> <td>(013) 262 3056</td> </tr> <tr> <td>E-Mail</td> <td>:</td> <td>fdebeila@emlm.gov.za</td> </tr> </table>	Name	:	Elias Motsoaledi Local Municipality	Address	:	02 Grobler Avenue Groblersdal 0470	Telephone	:	(013) 262 3056	E-Mail	:	fdebeila@emlm.gov.za
Name	:	Elias Motsoaledi Local Municipality											
Address	:	02 Grobler Avenue Groblersdal 0470											
Telephone	:	(013) 262 3056											
E-Mail	:	fdebeila@emlm.gov.za											

3.5	<p>The tender process may be cancelled if:</p> <ul style="list-style-type: none"> (a) Due to changed circumstances, there is no longer a need for the goods or services specified in the invitation; (b) Funds are no longer available to cover the total envisaged expenditure; (c) No acceptable tender is received; or (d) There is a material irregularity in the tender process 				
3.6	The competitive selection procedure shall be applied in awarding the tender.				
3.7	<p>Jurisdiction</p> <p>Unless stated otherwise in the Tender Data, each tenderer and the Employer undertake to accept the jurisdiction of the courts of law of the Republic of South Africa.</p>				
4.1	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <ul style="list-style-type: none"> (a) The Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices; (b) The tenderer does not have the legal capacity to enter into the contract; (c) The Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing; (d) The tenderer does not comply with the legal requirements stated in the Employer's procurement policy; (e) The tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; (f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract. <table border="1" data-bbox="277 1516 1472 1751"> <tr> <td>1</td><td>Only those Tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for Supervisory and management staff are eligible to submit tenders.</td></tr> <tr> <td>2</td><td>The Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labor-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</td></tr> </table>	1	Only those Tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for Supervisory and management staff are eligible to submit tenders.	2	The Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labor-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
1	Only those Tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for Supervisory and management staff are eligible to submit tenders.				
2	The Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labor-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.				
4.6	Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender, Clause 5.8.				

4.7	<p>Elias Motsoaledi Local Municipality Name: Mr Fetakgomo Debeila Telephone No: (013) 262 3056 E-Mail address: fdebeila@emlm.gov.za</p>
4.10	<p>As per declarations of the Disaster Management Act 2002 Regulations in terms of Section 27(2) of Disaster Management Act 2002, there will be no compulsory briefing session and bidders may send e-mails to the above mentioned consultant for any enquiries related to the bid.</p>
4.10	<p>Tenderers are required to state the rates and currencies in Rand.</p>
4.12	<p>Alternative offers are generally not acceptable due to possible manipulation of the tender process and resulting complexity of the evaluation.</p> <p><i>Therefore, the submission of alternative tenders is strongly discouraged.</i></p>
4.12	<p>The submission of alternative work will be considered as a non-responsive offer. However, a tenderer wishing to submit an alternative offer shall first apply to the Employer with full details of the principles of the alternative for confirmation that the Employer's standards and requirements are not compromised or reduced. Such confirmation must have been provided by the Employer in writing at least 5 (five) working days before the date and time of tender closing, or as extended by an addendum sent to all tenderers. The application shall not be submitted later than 7 (seven) working days before the date and time of tender closing given in Tender Data Clause 4.15.</p>
4.13	<p>Parts of each tender offer communicated on paper shall be submitted as an original, plus zero (0) copies.</p>
4.13.4	<p>The tenderer is required to submit with his tender the following Mandatory documents:</p> <ul style="list-style-type: none"> • Electronic Valid Tax Clearance Certificate supplied with verification code; • Compensation Fund registration certificate • Certificate of Registered with the relevant professional body (Active) in line with the nature of the works to be carried out <p>In the event of a Joint Venture submitting a tender, every member of the joint venture must submit proof of registration with the Professional body within 10 days from the closing date for tenders; and the lead partner must have a minimum contract grading designation</p> <p><u>Important Note:</u></p> <p>Failure to provide the required particulars as per the above-listed certificates implies a non-responsive tender and warrants rejection of the tender on account of non-compliance with the requirements of the Tender Data</p>
4.13.5	<p>Wherever reference is made in the tender documentation for non-financial proposal it shall also mean technical proposal.</p>
4.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender package are:</p> <p>Location of tender box: Elias Motsoaledi Local Municipality, 2 Grobler Avenue, Groblersdal, 0470</p> <p>Physical address: 2 Grobler Avenue, Groblersdal, 0470</p> <p>Postal Address: P. O. Box 48, Groblersdal 0470</p>
4.13.5	<p>A two-envelope procedure is NOT required</p>
4.13.6	<p>Telephonic, telegraphic, telex, facsimile or e-mailed tender offers shall NOT be accepted</p>
4.15	<p>The closing time for submission of tender offers is 11H00 hours on Friday, 06 March 2026 and a non-refundable tender price of R1, 000.00 if collected from the Municipality or free on e-tender portal.</p>

4.16.1	The tender validity period is 90 Days
4.16.2	Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer: (a) withdraws his tender; (b) gives notice of his inability to execute the contract in terms of his tender; or (c) fails to comply with a request made in terms of 4.17, 4.18 or 5.9; such tenderer shall be barred from tendering on any of the Employer's tenders for a period to be determined by the Employer, but not less than 6 (six) months from a date determined by the Employer. This sanction also applies to tenders under evaluation and not yet awarded. The Employer may fully or partly exempt a tenderer from the provisions of this conditions if he is of the opinion that the circumstances justify the exemption.
4.18	Any additional information requested under the clause must be provided within 5 (five) working days of date of request.
4.19	Access shall be provided for inspections and testing by personnel acting on behalf of the Employer
5.1	The Employer shall respond to clarifications received up to 7 (seven) working days before tender closing time.
5.2	The Employer shall issue addenda until 5 (five) working days before tender closing time.
5.4	<p>The time and location for opening of the tender offers are:</p> <p>Date : 11H00 hours on Friday, 06 March 2026</p> <p>Location : Elias Motsoaledi Local Municipality, 2 Grobler Avenue, Groblersdal, 0470</p>
5.5	The minimum score for further evaluation is 70 points.
5.7	Prior to disqualification, the Employer shall inform the tenderer and give the tenderer an opportunity to make representations within 14 days as to why the tender submitted should not be disqualified and as to why the tenderer should not be restricted by the National Treasury from conducting any business with any organ of state for a period not exceeding 10 years. In the event of disqualification, the Employer may, at its sole discretion, claim damages from the tenderer and impose a specified period during which tender offers will not be accepted from the offending tenderer and, the Employer shall inform the National Treasury in writing.
5.8	<p>Arithmetical errors, omissions, discrepancies and imbalanced unit rates</p> <p>Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern.</p> <p>Check responsive tender offers for:</p> <ol style="list-style-type: none"> the gross misplacement of the decimal point in any unit rate; omissions made in completing the Pricing Schedule or Bills of Quantities; or arithmetic errors in: <ul style="list-style-type: none"> line item totals resulting from the product of a unit rate and a quantity in Bills of Quantities or Schedules of Prices; or the summation of the prices; Imbalanced unit rates. <p>Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.</p>

	<p>Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:</p> <ul style="list-style-type: none"> a) If Bills of Quantities or Pricing Schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern, and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted, and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected. c) Where the unit rates are imbalanced, adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above. <p>Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive.</p> <p>Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2.</p> <p>The tenderer is required to submit balanced unit rates for Rate Only items in the Pricing Schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.</p>
5.11	The procedure for the evaluation of responsive tenders is Method 4 .
5.11.5	<p>Method 4: Financial offer, quality and preferences</p> <p>In this case of a financial offer, quality and preferences;</p> <ul style="list-style-type: none"> a) score each tender in respect of the financial offer made, the preference claimed, if any, and the quality offered in accordance with the provisions of 5.11.7 to 5.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any, b) calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula; $T_{EV} = N_{FO} + N_p + N_Q$ <p>Where;</p> <p>N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7</p> <p>N_p is the number of tender evaluation points awarded for preferences claimed in accordance with 5.11.8;</p> <p>N_Q is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9,</p>

	<p>c) rank tender offers from the highest number of tender evaluation points to the lowest, and</p> <p>d) recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p> <p>Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so, in which case the process set out in this sub clause shall be repeated.</p> <p>If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for preference.</p> <p>If functionality / quality is, part of the evaluation process and two or more tenderers score equal total points and equal preference points, the contract must be awarded to the tenderer that scored the highest points for functionality/ quality.</p> <p>If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.</p>
5.11.6	<p>Scores of financial offers, preferences and quality, as relevant, to be given to two (2) decimal places</p> <p>Scoring Financial Offers</p> <p>Score the financial offers using the following formula:</p> <p>$N_{FO} = W_1 \times A$</p> <p>where</p> <p>N_{FO} is the number of tender evaluation points awarded for the financial offer;</p> <p>W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated below</p> <p>A is the number calculated using the relevant formula described below</p>
5.11.7	<p>The value of W_1 is:</p> <p>80 where the financial value, inclusive of VAT, of the lowest responsive tender offer has a value that equals or is less than R50 000 000.00.</p> <p>The following formula shall be used to calculate the points for price (A):</p> $A = \left(1 - \frac{P - P_m}{P_m}\right) W_1$ <p>Where:</p> <p>P is the comparative offer of the tender offer under consideration and</p>

	<p>P_m is the comparative offer of the most favourable comparative offer</p> <p>W_1 is the maximum number of points for price (in this case 80)</p> <p>In the event that the calculated value is negative, the allocated score shall be 0 (zero).</p>						
	<p>THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS</p> <p>A maximum of 80 or 90 points is allocated for price on the following basis:</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">80/20</td> <td style="text-align: center;">or</td> <td style="text-align: center;">90/10</td> </tr> <tr> <td>$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$</td> <td style="text-align: center;">or</td> <td>$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$</td> </tr> </table> <p>Where</p> <p>Ps = Points scored for price of tender under consideration</p> <p>Pt = Price of tender under consideration</p> <p>Pmin = Price of lowest acceptable tender</p>	80/20	or	90/10	$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$
80/20	or	90/10					
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$					
5.11.9	<p>3.1. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT</p> <p>3.1.1. POINTS AWARDED FOR PRICE</p> <p>A maximum of 80 or 90 points is allocated for price on the following basis:</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">80/20</td> <td style="text-align: center;">or</td> <td style="text-align: center;">90/10</td> </tr> <tr> <td>$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$</td> <td style="text-align: center;">or</td> <td>$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$</td> </tr> </table> <p>Where</p> <p>Ps = Points scored for price of tender under consideration</p> <p>Pt = Price of tender under consideration</p> <p>Pmax = Price of highest acceptable tender</p> <p>4. POINTS AWARDED FOR SPECIFIC GOALS</p> <p>4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:</p> <p>4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—</p> <ul style="list-style-type: none"> (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to 	80/20	or	90/10	$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$
80/20	or	90/10					
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$					

determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

For quotes with a Rand value up to R50 000 000, the preference point system of 80/20 will apply, where 80 points will be for (Price) and 20 points will be for specific goals (Black, Women, Disability & people living in rural underdeveloped areas) in terms of section 2(1)(d) of the Preferential Procurement Policy Framework Act, 2000, (Act No 5 of 2000)

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% Black owned Company	10	
Company which 51% is owned by people living in rural underdeveloped areas	10	
TOTAL POINTS	20	

The functionality criteria (**as part of qualification**) and maximum score in respect of each of the sub criteria are as follows:

Functionality Criteria	Maximum Number of Points
Relevant Past Experience	40
Company Ownership	20
Key Personnel	40
Maximum possible score for functionality	100

5.11.9.1

Tenderers must meet the minimum points of 80 on functionality to be considered for further evaluation.

Functionality Scorecard					Maximum Weights
Criteria	Scoring guide				
	No	SCORING CRITERIA	WEIGHT	SCORE	
Company Experience: NB: The Tender must submit similar and successfully completed projects to qualify for maximum points. No points will be allocated for repair and maintenance projects Note 1: Tenderers to submit names of the completed projects with valid contact details, appointment letters and completion certificates. Non-submission will result in loss of points.	1	Projects valued from R 1 million to R 2 million	5 points per project		
	2	Projects valued above R 2 Million to R 5 Million	10 points per project		
	3	Projects value above R5 Million	20 points per project		
		MAXIMUM	40		
Company ownership <i>(Attach ECSA registration and CIPC registration certificate)</i>	Company Shareholder registered with ECSA				
Specific Personnel Knowledge – Well detailed curriculum vitae and original certified copies of academic qualification certificates need to be attached for functionality points scoring <i>(Certified copies should not be older than 3 months)</i>	Designation	Designation			
	Project Director		<u>Project Director: 15 points</u> BSC/ B. Tech in Civil Engineering (ECSA Prof Reg.): 15 Points BSC/ B. Tech in Civil Engineering (ECSA Candidate): 10 Points BSC/ B. Tech in Civil Engineering: 5 Points		
	Project Manager/ Resident Engineer		<u>Project Manager/Resident Engineer: 12 points</u> BSC/ B. Tech in Civil Engineering (ECSA Prof Reg.): 12 Points BSC/ B. Tech in Civil Engineering (ECSA Candidate): 8 Points B. Tech/N. Diploma in Civil Engineering: 5 Points		
	Assistant Project Manager		<u>Assistant Project Manager: 8 points</u> BSC/ B. Tech/N. Diploma in Civil Engineering (Prof Reg.): 8 Points BSC/ B. Tech/N.		

			Diploma in Civil Engineering (ECSA Candidate): 5 Points BSC/ B. Tech/N. Diploma in Civil Engineering: 3 points		
		EPWP	EPWP: 5 points NQF level 7 accreditation: 5 points NQF level 5 accreditation: 3 points		
Functionality Threshold (Minimum score)					70
Total Points for Functionality					100

5.13	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer is in good standing with SARS according to the Central Supplier Database; 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 d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; 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; f) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; g) 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 contract in the best interests of the employer or potentially compromise the tender process; h) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; i) 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.
------	--

5.13.1	<p>Acceptance of a tender offer (Additional Conditions)</p> <p>The Employer shall accept a tender offer should it be considered not to present any unacceptable commercial risk, only if the tenderer</p> <ul style="list-style-type: none"> a) is not under restrictions, or has principals who are under restrictions, preventing participation in the employer's procurement, b) can, as necessary and in relation to the proposed contract, demonstrate the possession of the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and personnel, to perform the contract, c) has the legal capacity to enter into the contract, d) is not insolvent, in receivership, bankrupt or being liquidated, does not have affairs administered by a court or a judicial officer, does not have suspended business activities, or is subject to legal proceedings with respect to any of the foregoing, e) complies with the legal requirements, if any, stated in the tender data, and f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.
--------	---

5.17	The number of paper copies of the signed contract to be provided by the employer is ONE (1)
5.18	<p>Preparing Tender Documents</p> <p>If necessary, the documents that shall form part of the contract and that were issued by the employer as part of the tender documents, shall be revised to take account of;</p> <ul style="list-style-type: none">a) addenda issued during the tender period,b) inclusion of some of the returnable documents, andc) other revisions agreed between the employer and the successful tenderer during the process of offer and acceptance. <p>The schedule of deviations attached to the form of offer and acceptance, if any, shall be completed.</p>
5.19	All communication shall be done in writing

APPROVAL BY MUNICIPAL MANAGER:

MS. N.R MAKGATA Pr Tech Eng
Municipal Manager

T1.3: STANDARD CONDITIONS OF BID

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

F.1 General

F.1.1 Actions

The employer and each bidder submitting a bid offer shall comply with these conditions of bid. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeous and with integrity, and behave equitably, honestly and transparently.

F.1.2 Bid Documents

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

F.1.3 Interpretation

F.1.3.1 The bid data and additional requirements contained in the bid schedules that are included in the returnable documents are deemed to be part of these conditions of bid.

F.1.3.2 These conditions of bid, the bid data and bid schedules which are only required for bid evaluation purposes, shall not form part of any contract arising from the invitation to bid.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **Comparative offer** means the bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other bided parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the bid process; and
- c) **Fraudulent practice** means the misrepresentation of the facts in order to influence the bid process or the award of a contract arising from a bid offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

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

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

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a bid process or the rejection of all responsive bid offers re-issue a bid covering substantially the same scope of work within a period of six months unless only one bid was received and such bid was returned unopened to the bidder.

F.2 Bidder's obligations

F.2.1 Eligibility

Submit a bid offer only if the bidder complies with the criteria stated in the bid data and the bidder, or any of his principals, is not under any restriction to do business with employer.

F.2.2 Cost of bidding

Accept that the employer will not compensate the bidder for any costs incurred in the preparation and submission of a bid offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the bid offer

F.2.10.1 Include in the rates, prices, and the bided total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful bidder, such duties, taxes and levies being those applicable 14 days before the closing time stated in the bid data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the bidder's total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to

adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the bid data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

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

F.2.12 Alternative bid offers

F.2.12.1 Submit alternative bid offers only if a main bid offer, strictly in accordance with all the requirements of the bid documents, is also submitted. The alternative bid offer is to be submitted with the main bid offer together with a schedule that compares the requirements of the bid documents with the alternative requirements the bidder proposes.

F.2.12.2 Accept that an alternative bid offer may be based only on the criteria stated in the bid data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a bid offer

F.2.13.1 Submit a bid offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the bid data.

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

F.2.13.3 Submit the parts of the bid offer communicated on paper as an original plus the number of copies stated in the bid data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the bid offer where required in terms of the bid data. The Employer will hold all authorized signatories liable on behalf of the bidder. Signatories for bidders Proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the bid offer.

F.2.13.5 Seal the original and each copy of the bid offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the bid data, as well as the bidder's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the bid data, place and seal the returnable documents listed in the bid data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the bid data, as well as the bidder's name and contact address.

F.2.13.7 Seal the original bid offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the bid data.

F.2.13.8 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the bid offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

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

F.2.15 Closing time

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

F.2.15.2 Accept that, if the employer extends the closing time stated in the bid data for any reason, the requirements of these conditions of bid apply equally to the extended deadline.

F.2.16 Bid offer validity

F.2.16.1 Hold the bid offer(s) valid for acceptance by the employer at any time during the validity period stated in the bid data after the closing time stated in the bid data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the bid data for an agreed additional period.

F.2.17 Clarification of bid offer after submission

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

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred bidder following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

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

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

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

F.2.22 Return of other bid documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

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

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the bid documents to each bidder during the period from the date of the Bid Notice until seven days before the bid closing time stated in the Bid Data. If, as a result a bidder applies for an extension to the closing time stated in the Bid Data, the Employer may grant such extension and, will then notify it to all bidders who drew documents.

F.3.3 Return late bid offers

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

F.3.4 Opening of bid submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

- a) Meets the requirements of these Conditions of Bid,
- b) Has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the bid documents.

A responsive bid is one that conforms to all the terms, conditions, and specifications of the bid documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

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

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

F.3.9 Arithmetical errors

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

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

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

F.3.10 Clarification of a bid offer

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

F.3.11 Evaluation of bid offers

F.3.11.1 General

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

Method 1: Financial offer	1) Rank bid offers from the most favorable to the least favorable comparative offer. 2) Recommend highest ranked bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score bid evaluation points for financial offer. 2) Confirm that bidders are eligible for the preferences claimed and if so, score bid evaluation points for preferencing. 3) Calculate total bid evaluation points. 4) Rank bid offers from the highest number of bid evaluation points to the lowest. 5) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1) Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data. 2) Score bid evaluation points for financial offer. 3) Calculate total bid evaluation points. 4) Rank bid offers from the highest number of bid evaluation points to the lowest. 5) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data. 2) Score bid evaluation points for financial offer. 3) Confirm that bidders are eligible for the preferences claimed, and if so, score bid evaluation points for Preferencing. 4) Calculate total bid evaluation points. 5) Rank bid offers from the highest number of bid evaluation points to the lowest. 6) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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

F.3.11.2 Scoring Financial Offers

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

N_{FO} = $W_1 \times A$ where:

N_{FO} = the number of bid evaluation points awarded for the financial offer.

W_1 = the maximum possible number of bid evaluation points awarded for the financial offer as stated in the Bid Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Bid Data.

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

where:

P_m = the comparative offer of the most favorable bid offer.

P = the comparative offer of bid offer under consideration.

F.3.11.3 Scoring quality (functionality)

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of bid offer

F.3.13.1 Accept bid offer only if the bidder satisfies the legal requirements stated in the Bid Data.

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

F.3.14 Notice to unsuccessful bidders

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

F.3.15. Prepare contract documents

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

- a) Addenda issued during the bid period,
- b) Inclusion of some of the returnable documents,
- c) Other revisions agreed between the employer and the successful bidder, and
- d) The schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

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

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

PART T2: RETURNABLE SCHEDULES

TABLE OF CONTENTS	Page	Colour
T2.1: LIST OF RETURNABLE DOCUMENTS.....	T.21	White
T2.2: RETURNABLE SCHEDULES TO BE COMPLETED BY BIDDER	T.22	Yellow

T2.1: LIST OF RETURNABLE DOCUMENTS

The Bidder must complete the following returnable documents:

1 Returnable Schedules required only for Bidder evaluation purposes

- A. Record of Addenda to Bidder Documents
- B. Proposed amendments and qualifications
- C. Specific goals
- D. Municipal declaration and returnable documents
- E. Certificate of Authority of Joint Ventures/ Close corporations/ Partnership/ Company/ Sole proprietor (Certified Copies of the Identity Documents in the Case of sole proprietor)
- F. Registration Certificates of Entities – Joint Ventures/ Close corporations/ partnership/ Company/ Sole Proprietor
- G. Schedule of bidders Experience
- H. Schedule of Key Personnel
- I. Format of Curriculum Vitae (CV)
- J. List of Sub Consultants
- K. Copy of Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)

2. Other documents required only for Bidder evaluation purposes

- L. Competence Achievement Schedule
- N. Form of Intent to offer a Performance Guarantee
- O. An Original Tax Clearance Certificate issued by the South African Revenue Services

NB: Mandatory documents will also be used for the evaluation

4 The offer portion

Part C1 Agreements and Contract Data

RETURNABLE DOCUMENTS

T2.2 LIST OF RETURNABLE DOCUMENTS

The Bidder must complete the following returnable documents:

1. Returnable Schedules required only for tender evaluation purposes

- A. Record of Addenda to Tender Documents
- B. Proposed amendments and qualifications
- C. Specific goals
- D. Municipal declaration and returnable documents
- E. Certificate of Authority of Joint Ventures/ Close corporations/ Partnership/ Company/ Sole proprietor (Certified Copies of the Identity Documents in the Case of sole proprietor)
- F. Registration Certificates of Entities – Joint Ventures/ Close corporations/ partnership/ Company/ Sole Proprietor
- G. Schedule of Bidder's Experience
- H. Schedule of Key Personnel
- I. Format of Curriculum Vitae (CV)
- J. List of Subconsultants
- K. Copy of Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)

2. Other documents required only for tender evaluation purposes

- L. Competence Achievement Schedule
- N. Form of Intent to offer a Performance Guarantee
- O. An Original Tax Clearance Certificate issued by the South African Revenue Services

Annexure A: Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed _____

Date _____

Name _____

Position _____

Bider:

Annexure B: Proposed amendments and qualifications

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

The Bidder's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Bider:

Annexure C:

Annexure D: Compulsory Declaration

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

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
---	--

Section 3: SARS Information

Tax reference number	
VAT registration number:	<i>State Not Registered if not registered for VAT</i>

Section 4: CIDB registration number

CIDB Registration number (if applicable)	
--	--

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

Section 7: Record in the service of the state

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

a member of any municipal council	an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)
a member of any provincial legislature	a member of an accounting authority of any national or provincial public entity
a member of the National Assembly or the National Council of Province	an employee of Parliament or a provincial legislature
a member of the board of directors of any municipal entity	
an official of any municipality or municipal entity	

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

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

*insert separate page if necessary

Section 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

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

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

*insert separate page if necessary

Section 9: Record of termination of previous contracts with an organ of state

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

Yes No (Tick appropriate box)

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

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;
- vi) has no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the Bidder or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the Bidder's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subconsultants who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Date

Name

Position

Enterprise name

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that Bidders avoid conflicts of interest, only submit a tender offer if the Bidder or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any Bidder who engages in fraudulent and corrupt practice. Clause 3.1 also requires Bidders to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant

APPOINTMENT OF MAXIMUM OF 05 CONSULTANTS FOR CIVIL ENGINEERING SERVICES FOR A PERIOD OF THREE YEARS IN ELIAS MOTSOALEDI LOCAL MUNICIPALITY

department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public

Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

Annexure E: Municipal declaration and returnable documents

The following particulars must be furnished in relation to tenders for municipalities and municipal entities where:

- a) consultancy services are required; and
- b) goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Declaration for consultancy services:

The enterprise has been awarded the following consultancy services by an organ of state during the last five years.

Name of organ of state	Estimated number of contracts	Nature of service, e.g, quantity surveying	Service similar to required service (yes / no)?

Attach separate page as necessary

Section 3 Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT

I / we certify that

1) (*tick one of the boxes*):

- the enterprise **is not** required by law to prepare annual financial statements for auditing
- the enterprise **is** required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years.

2) the enterprise and its directors has / have 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 (i.e.: *all municipal accounts are paid up to date*);

3) source of goods and / or services:

(tick one of the boxes and insert percentages if applicable):

goods and / or services are sourced only from within the Republic of South Africa

% of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is . %

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

Attach separate page as necessary

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct

Signed

.....

Date

.....

Name

.....

Position

.....

Enterprise name

.....

Annexure F: Certificate of Attendance at a tender site meeting

This is to certify that (*Bider*)

Of (address).....

was represented by the person(s) named below at the compulsory meeting held for all Bidders at **Municipal Fleet Centre / Workshop (5 Eind Street Groblersdal 0470)**.

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

Particulars of person(s) attending the meeting:

1. Name:

Signature:

Capacity:

2. Name:

Signature:

Capacity:

Annexure G: Certificate of Authority of Joint Ventures/ Close corporations/ Partnership/ Company/ Sole proprietor (Certified Copies of the Identity Documents in the Case of sole proprietor)

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

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) 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./Ms. , acting in the capacity of , was authorized to sign all documents in connection with the tender for Bid No. 95/2017 and any contract resulting from it on behalf of the company.

Chairman:

As Witnesses: 1.....

2.....

Date:

(II) **Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as
..... hereby authorize Mr./Ms., acting in the capacity of
....., to sign all documents in connection with the tender for Bid No. 95/2017 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 members upon whom rests the direction of the affairs of the Close Corporation as a whole.

(II) **Certificate for Partnership**

We, the undersigned, being the key partners in the business trading as,
....., hereby authorize Mr./Ms.,
acting in the capacity of to sign all documents in connection with the tender for Bid No. 95/2017 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.

(IV) Certificate for Joint Venture

This Returnable Schedule is to be completed by joint ventures.

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

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

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 Joint Venture as a whole.

(V) Certificate for Sole Proprietor

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

Signature of Sole owner:

As Witnesses:

Date:

1.....

2.....

Annexure H: Registration Certificate of an Entity

[Important note to Bidder: Registration Certificates for Companies, Close Corporations and Partnerships, and ID documents for Sole Proprietors, must be attached here. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement must be included]

Annexure I: Schedule of the Bidder's Experience

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

Signed _____

Date _____

Name _____

Position _____

Bider: _____

Annexure J: Schedule Key Personnel

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Bider shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONSULTANT'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Project Director						
Project Manager/Resident Engineer						
Assistant Project Manager						
Others:						
.....						
.....						

Signed

Date

Name

Position

Bider:

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
Employment Record:	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

Signature of person named in the schedule

.....

Annexure K: Format of Curriculum Vitae of Key Personnel

Provide separate forms for each position listed in the Form: Key Personnel

Site Foreman

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

Signature of person named in the schedule

.....

Annexure K: Format of Curriculum Vitae of Key Personnel

Provide separate forms for each position listed in the Form: Key Personnel

Safety Officer

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

Signature of person named in the schedule

Date

Annexure L: Schedule of Proposed Subconsultants

<p>We notify you that it is our intention to employ the following Subconsultants for work in this contract. If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subconsultants 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> <p>We confirm that all Subconsultants who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.</p>			
Name and address of proposed Subconsultant	Nature and extent of work	Previous experience with Subconsultant.	

Signed _____

Date _____

Name _____

Position _____

Bider _____

Annexure N: Proof of Workmen's Compensation Registration Certificate

The Bidder must attach hereto proof of compliance with the relevant requirements of the compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) OR proof of payment of contributions in terms of the Compensation for Occupational injuries and Diseases Act No.130 of 1993.

Annexure O: Competence Achievement Schedules

Functionality Points will be spread as follows (100 points maximum):

TABLE A1: COMPANY EXPERIENCE

Evaluation shall be based on the largest projects executed in the past five years. Only experience from the tendering entity, and not by staff members, shall be considered.

Company Experience in Electrification construction– 40 points

- i) Evaluation shall be based on successfully completed electrifications projects executed in the past five years. Only experience from the tendering entity, and not by staff members, shall be taken into account.

Relevant Overall Experience of Company – 40 points

Company Experience	Returnable schedule Ref	Points
<p>A) Provide the names of contactable references for the executed projects that the bidder has tendered for. The information provided include:</p> <p>Customer company name contact person address phone number contract value duration of contract brief description of the services provided</p> <p>Attach appointment letters and completion certificates</p>	Annexure O: Competence Achievement Schedules	40

TABLE A2: COMPANY OWNERSHIP

Company Shareholder registered with ECSA -20 Points

TABLE A3: ENGINEERS TEAM KEY PERSONNEL

Construction Team Key Personnel – 40 points

i) Project Manager/Resident engineer

Project Manager/ Resident engineer is required to have a BSC/BTech in civil Engineering or higher.

YEARS EXPERIENCE	0-1	2-4	5-6	>= 7
POINTS	0	0	0	0

ii) Assistant Project Manager

Assistant Project Manager

is required to have a B.Tech/N.Dip in civil Engineering or higher.

YEARS EXPERIENCE	0-1	2-4	5-6	>= 7
POINTS	0	0	0	0

SUMMARY OF THE COMPETENCE ACHIEVEMENT SCHEDULE (FUNCTIONALITY)

		MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY BIDER	ALLOCATED POINTS
1	Company Experience	40		
2	Company ownership	20		
3	Consultant Team Key Personnel	40		
SUB-TOTAL:		100		

Annexure P

Annexure Q: Form of Intent to Provide a Performance Guarantee

The Bidder must attach hereto a letter from the bank with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so.

PRO-FORMA FOR A PERFORMANCE GUARANTEE

PERFORMANCE GUARANTEE

Employer: (Name and Address)

.....

Bid No:

(Contract title)

WHEREAS

.....

(hereinafter referred to as "the Employer") entered into, a Contract with

.....

(hereinafter called "the Contactor") on the day of
20...

for the construction of (Contract Title)

.....

at

.....

AND WHEREAS it is provided by such Contract that the Consultant shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Consultant;

AND WHEREAS (hereinafter referred to as "the Guarantor") Has/have at the request of the Consultant, agreed to give such guarantee;

NOW THEREFORE WE,

.....

Do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-Principal Debtors to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Consultant of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Data of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Consultant. However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 50%, which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the sum of

..... (in words)

R (in figures)

(10 % of the tender sum) which amount I/we agree to hold at your disposal.

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

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.

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 the Employer.

7. I/We hereby choose our address for the serving of all notices for all purposes arising here from as

.....

IN WITNESS WHEREOF this guarantee has been executed by us at

on this day of 20.....

As witnesses:

1. Signature

2. Signature

Duly authorized to sign on behalf of (*Guarantor*)

Address

.....
.....

Annexure R: Tax Clearance Certificate

Tax Clearance Certificate obtained from SARS to be inserted here.

IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

Tax clearance certificate

16. No contract may be awarded to a person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS."
2. Before entering into a contract with a successful Bidder, the Employer will confirm with the CIDB that the Bidder's registration is active and the expiry date of the tax certificate
3. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the Bidder in every detail and submitted to the Receiver of Revenue** where the Bidder is registered for income tax purposes. The Receiver of Revenue will then furnish the Bidder with a Tax Clearance Certificate that will be valid for 12 months from date of issue. **This Tax Clearance Certificate must be submitted in the original with the tender before the closing time and date of the tender.**

Each party to a Consortium / Joint Venture / Subconsultants must complete a separate Tax Clearance Certificate.

Failure to submit an original and valid Tax Clearance Certificate ISSUED BY SARS WITH YOUR BID DOCUMENT AT THE TIME OF CLOSING will invalidate the tender.

APPLICATION FORM FOR TAX CLEARANCE CERTIFICATE/

(IN RESPECT OF TENDER)

1. NAME OF TAXPAYER/BIDER:	
2. TRADE NAME:	
3. IDENTIFICATION No. (if applicable):	
4. COMPANY/CLOSE CORPORATION REG No.:	
5. INCOME TAX REFERENCE No. :	
6. VAT REGISTRATION No. :	
7. PAYE EMPLOYERS REG No. (if applicable) :	

NB: Copy of the tender request must be attached to this application.

CONTACT PERSON REQUIRING TAX CLEARANCE CERTIFICATE:

SIGNATURE:

NAME:

DATE : 200. / /

Please note that the Commissioner for the South African Revenue Service (SARS) will not exercise his discretionary powers in favour of any person with regard to any interest, penalties and/or additional tax leviable due to the late or underpayment of taxes, duties or levies or the rendition of returns by any person.

NAME OF PERSON RESPONSIBLE FOR CONTRACT:

(ST 5.1) March 1999

NB: *This is a pro forma application form that has to be submitted to SARS to enable them to issue the required Tax Clearance Certificate. The original and valid Tax Clearance Certificate furnished by the Receiver of Revenue must be submitted with the tender (to be attached to the next page).*

TAX CLEARANCE CERTIFICATE

[Tax Clearance Certificate obtained from SARS to be attached here]

THE TENDER
Project No. EMLM 22/2026

APPOINTMENT OF MAXIMUM OF 05 CONSULTANTS FOR CIVIL ENGINEERING SERVICES FOR A PERIOD OF THREE
YEARS IN ELIAS MOTSOALEDI LOCAL MUNICIPALITY

APPOINTMENT OF MAXIMUM OF 05 CONSULTANTS FOR CIVIL ENGINEERING SERVICES FOR A PERIOD OF THREE YEARS IN ELIAS MOTSOALEDI LOCAL MUNICIPALITY

C1.2 Contract Data

The General Conditions of Contract for Engineering services Works (3rd edition 2015) published by the South African Institution of Civil Engineers, is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineers (Tel: 011-805 5947).

The General Conditions of Contract for Engineering services Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Engineering services Works to which it mainly applies.

If for some reason that "The General Conditions of Contract for Engineering services Works (2015)" does not address, "The COLTO General Conditions of Contract 1998 for Road and Bridge Works" will be referred to.

**APPOINTMENT OF MAXIMUM OF 05 CONSULTANTS FOR CIVIL ENGINEERING
SERVICES FOR A PERIOD OF THREE YEARS IN ELIAS MOTSOALEDI LOCAL
MUNICIPALITY**

C1.2.1: CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

- 1. GENERAL**
- 2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT**
- 3. TRANSFER OF RIGHTS**

C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Engineering services Works - (3rd edition 2015)", issued by the South African Institution of Civil Engineers (Short title: "**General Conditions of Contract 2015**") and can be obtained from:

SAICE
Waterfall Park
Howick Gardens
Vorna Valley Half way House
Becker Street
MIDRAND
1685
Gauteng Province
Tel: (011) 805-5947/8
Fax: (011) 805-5971.

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under "Special Conditions of Contract".

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

- 1.1 Consideration will only be given to consultants with a contact person specializing in the listed categories, and also with **relevant professional registration status**.
- 1.2 A contact person for the firm must be a professionally registered person in the employment of the firm or company.
- 1.3 **The appointment will be subject to the availability of a relevant professional person in the Elias Motsoaledi/Limpopo office. Upon allocation of work, the service provider will be required to establish offices within Elias Motsoaledi/Limpopo within thirty (30) days from the date of notification and availability of the relevant professional person in the office. Failure to comply will result in the withdrawal of the allocated work/service.**
- 1.4 Verifications of offices and all submitted documents will be conducted for all firms/companies that are allocated work/services.
- 1.5 Audits may be conducted from time to time to verify the information submitted in the application forms. Any inconsistency, if not reported to Elias Motsoaledi Local Municipality, will constitute false declaration and thus lead to termination.
- 1.6 Only one bid document with attachments per firm/consultancy can be submitted and not for each and every branch/office.
- 1.7 Any changes in key technical personnel (due to resignations, transfers, replacements, etc.) should be reported to Elias Motsoaledi Local Municipality in order to record the changes.
- 1.8 The allocation of work/services to be rendered will be on the basis of as and when the need arises.
- 1.9 The allocation of work/services to be rendered will be on a rotational basis within the various streams.
- 1.10 The Municipality is looking to appoint a maximum of 35 service providers per stream.

2. ADDITIONAL SPECIAL CONDITIONS OR AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

1 DEFINITION

The following terms shall be interpreted as indicated:

- 1.1 "**Closing time**" means the date and hour specified in the bidding documents for the receipt of bids
- 1.2 "**Contract**" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "**Contract price**" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "**Corrupt practice**" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "**Countervailing duties**" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "**Country of origin**" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "**Day**" means calendar day.

1.8 "**Delivery**" means delivery in compliance of the conditions of the contract or order.

1.9 "**Delivery ex stock**" means immediate delivery directly from stock actually on hand.

1.10 "**Delivery into consignees store or to his site**" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "**Dumping**" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "**Force majeure**" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "**Fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "**GCC**" means the General Conditions of Contract.

1.15 "**Goods**" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "**Imported content**" means that portion of the bidding price represented by the cost of component parts or materials which have been or are still to be imported (whether by the supplier or his subconsultants) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

1.17 "**Local content**" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 "**Manufacture**" means the production of products in a factory using labour, materials, component and machinery and includes other related value-adding activities.

1.19 "**Order**" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "**Project site**," where applicable, means the place indicated in bidding documents.

1.21 "**Purchaser**" means the organization purchasing the goods.

1.22 "**Republic**" means the Republic of South Africa.

1.23 "**SCC**" means the Special Conditions of Contract.

1.24 "**Services**" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "**Supplier**" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "**Tort**" means in breach of contract.

1.27 "**Turnkey**" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "**Written**" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and Engineering services industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information inspection

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GC Clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of Patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or Consultant's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspections requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivery price be required, this shall be specified.

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
 - (a) Performance or supervision of on-site assembly and/or commissioning of the supplied

goods;

- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, insufficient time to permit the purchaser to procure the required goods/services; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

1. 1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract.
- 1.2. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission from the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 1.3. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 1.4. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 1.5. Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable response time, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 1.6. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the Delivery note and upon fulfillment of other obligations stipulated in the contract. 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.3. Payment will be made in Rand unless otherwise stipulated.

16.4 All payment claims (Fee claims and Consultants claim) must be addressed to the PMU Manager on or before the 20th on monthly basis.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 20% of the total value of the original contract, the Consultant may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the Consultant may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subConsultant(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, sum calculated on the delivered price of the delayed goods or unperformed interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to

the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) If the supplier fails to perform any other obligation(s) under the contract; or
- (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or service similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years. 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed.

Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first- mentioned person, and with which enterprise or person the first- mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) The name and address of the supplier and / or person restricted by the purchaser;
- (ii) The date of commencement of the restriction
- (iii) The period of restriction; and
- (iv) The reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. Antidumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase.

When, after the said date, such a provisional payment is no longer required or any such anti- dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security (Professional Indemnity) , damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, supplier shall continue to perform

its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) The parties shall continue to perform their respective obligations under the contract
Unless they otherwise agree; and

(b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and Other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

33.1 The Consultant shall not abandon, transfer, cede assign or **sublet** a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a Consultant(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or Consultant(s) based on reasonable grounds or evidence obtained by the Purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

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

3. TRANSFER OF RIGHTS

TRANSFER OF RIGHTS AND INDEMNITY (To be completed during Engineering services by successful Bidder only)

Claim for materials on site, Payment Certificate No. Date:

Contract No: for (contract title)

I, the undersigned (name of signatory) in my capacity, as of (name of Consultant)

duly authorized hereto on behalf of the Consultant hereby transfer, cede and assign all the Consultant's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto, unto and in favor of (name of Employer) insofar as the Consultant retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the Consultant's sequestration or liquidation or of any defect in the Consultant's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.

This transfer shall become effective upon conclusion of the Consultant receiving payment from the Employer or from any other person on behalf of the Employer for the materials and goods as Materials on Site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table:

Description of Item	Unit	Quantity	Rate	Amount	Supplier
Total Value of Materials and goods					

Signed by: Date:
for and on behalf of the Consultant.

Witnessed by: Date:

NOTE: This form, together with the documentary proof of ownership or proof of payment by the Consultant to the supplier, shall accompany the Consultant's claim for payment for materials on site in terms of **Clause 6.10.1.5 of the General Conditions of Contract 2015**.

C1.2.2 PART A: CONTRACT DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

REFERENCE **CONTRACT SPECIFIC DATA BY THE EMPLOYER**

Clause 1.1.13: The defects liability period is 12 months measured from the date of the completion certificate.

Clause 1.1.14: The time for achieving Practical Completion is when the defined project scope is completed, and the duration is **Four (4) months** from the Commencement Date, including special non-working days

Clause 1.1.15: **Name of Employer: ELIAS MOTSOALEDI LOCAL MUNICIPALITY represented by Head of Department: Department of Technical Services**

Clause 1.2.1: **Address of Employer:**

The Employer's address for receipt of communications is

Postal: P.O Box 48;
Groblersdal 0470
Fax: 013 262 3056/7/8/9
Tel: 013 262 2547/2886

Clause 1.1.16: **Name of Employers Agent**

'Employers Agent' means any Director, Associate or Professional Employers Agent appointed by a Director of Onboard Consulting Engineers and Project Managers to fulfil the functions of the Employers Agent in terms of the Contract Data.

Clause 3.2: The Employers Agent is required to obtain the specific approval of the Employer for the following:

- a) Nominating the Employers Agent's Representative in terms of CI 3.3.1.
- b) Delegation of Employers Agent's authority in terms of CI 3.2.4.
- c) The issuing of instructions for dealing with fossils and the like in terms of CI 4.7.1
- d) The issuing of an instruction to accelerate progress in terms of CI 5.7.3.
- e) Granting permission to work during non-working times in terms of CI 5.8.1.
- f) The issuing of further drawings or instructions in terms of CI 5.9.1.
- g) Suspend the progress of the works in terms of CI 5.11.1.
- h) The reduction of a penalty for delay in terms of CI 5.13.2.
- i) The issuing of a variation order in terms of CI 6.3.2.
- j) Issuing of instructions to carry out work on a day work basis in terms of CI 6.4.1.4.
- k) The determination of additional or reduced costs arising from changes in legislation in terms of CI 6.8.4.
- l) The agreeing of the adjustment of the sums for general items in terms of CI 6.11.
- m) Authorizing the Consultant to repair and make good excepted risks in terms of CI 8.2.2.
- n) The giving of a ruling on a Consultant's claim in terms of CI 10.1.5.
- o) The agreeing of an extension to the 28 period in terms of CI 10.1.5.1.
- p) The inclusion of credits in the next payment certificate in terms of CI 10.1.5.2.

Clause 6.2: The Guarantee shall be delivered within 14 days after receipt of the acceptance document from the Employer.

Clause 6.2: The Liability of the Guarantee shall be for 10% of the Accepted Bid Sum.

Clause 5.3: The Consultant shall commence executing the work within 14 days of the commencement date.

Clause 5.6.1 & 5.6.2: The Consultant shall deliver to the Employers Agent, within 14 days calculated from the Commencement Date, a realistic programme in terms of Clause 5.6.1 and supporting documents in terms of Clause 5.6.2.

Clause 8.6.1.1.3: The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is **NIL**

Clause 8.6.1.2: Special risk insurance issued by SASRIA is required.

Clause 8.6.1.3: The limit of indemnity for liability insurance required should not be less than the contract amount.

Clause 5.13.1: The penalty for failing to complete the works is 0.05 % of the total bid sum per calendar day

Clause 6.8.2: The value of the certificates for phase 2 issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:

$$\text{Contract Price Adjustment Factor} = (1 - x) \left[\frac{aLt}{Lo} + \frac{bPt}{Po} + \frac{cMt}{Mo} + \frac{dFt}{Fo} - 1 \right]$$
 rounded off to the fourth decimal place.

Coefficients for calculating Contract Price Adjustment Factor shall be:
Value of x is 0.10

a = 0.15 b = 0.20 c = 0.55 d = 0.10

L is the "Labour Index" and shall be the "Consumer Price Index – for Polokwane Area" In Release P 0141.1 Table 21

The base month is: "the month prior to the closing of the Bid"
No Contract Price Adjustment will be done if contract period is less than 7 months.

Clause 6.8.3: Price adjustments for variations in the costs of special materials are only allowed in phase 1D-2.

Clause 6.10.1.5: The percentage advance on materials not yet built into the Permanent Works is: 80%

Clause 6.10.3: The percentage retention on the amounts due to the Consultant is 10 %, excluding contract price adjustment, contingencies and VAT, and limited to 10% of the contract amount, excluding contract price adjustment, contingencies and VAT.

Clause 6.10.5: A Retention money guarantee will be not permitted.

Clause 7.8.1: The Defects Liability Period is 12 months measured from the date of the Certificate of Completion.

Clause 10.7.1 **SPECIAL** Dispute resolution shall be by Adjudication.

i) The minimum local labour target is 10% of the tender sum
ii) The minimum local SMMEs target is 20% of the tender sum

Clause 10.7.1: Dispute Resolution shall be by Adjudication.

Payment for labour-intensive component of the works

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

Linkage of payment for labour-intensive component of works to submission of project data

The Consultant's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the Consultant chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The Consultant's invoices shall not be paid until all pending labour information has been submitted.

Applicable Labour Laws

The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.

C1.2.2: PART B: CONTRACT DATA PROVIDED BY THE CONSULTANT

The following contract specific data are applicable to this contract:

REFERENCE **CONTRACT SPECIFIC DATA BY THE CONSULTANT**

Clause 1.1.9: **Name of Consultant:**

Clause 1.2.1: **Address of the Consultant:**

The Consultant's address for receipt of communication is:

Physical:

Postal:

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

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

E-Mail:

Telephone No: **Fax No:**

Clause 5.5 The works shall be completed within **Four (4) months** (including special non-working days and the year-end break).

Clause 6.8.3: The variation in cost of all special materials is to be provided in the table SM 1 for special materials.

The rates and prices for the special materials shall be furnished by the Bidder, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. The quoted price is the ruling price on the Month prior to close of bid.

TABLE: SM1

Special Materials*	Unit	Rate or Price for the base month
Bitumen (specify type)

*Consultant to indicate the type, unit and rate of special material to be listed. The Consultant shall substantiate the above rates or prices with acceptable documentary evidence. Consultant to provide any other Special Materials if deemed necessary.

N.B. Diesel, reinforcing steel, and cement will not be accepted as special material.

C1.3 Form of Guarantee - Pro Forma

The Municipal Manager
Elias Motsoaledi Local Municipality
Number 02 Grobler Ave
Groblersdal
0470

CONTRACT: EMLM 22/2026
FOR

**APPOINTMENT OF MAXIMUM OF 05 CONSULTANTS FOR CIVIL ENGINEERING SERVICES FOR A PERIOD
OF THREE YEARS IN ELIAS MOTSOALEDI LOCAL MUNICIPALITY**

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:.....

Physical address:.....

“Employer” means: **ELIAS MOTSOALEDI LOCAL MUNICIPALITY**

“Consultant” means:.....

“Engineer” means: **Consultant**

“Works” means: **APPOINTMENT OF MAXIMUM OF 05 CONSULTANTS FOR CIVIL ENGINEERING SERVICES
FOR A PERIOD OF THREE YEARS IN ELIAS MOTSOALEDI LOCAL MUNICIPALITY**

“Site” means: **VARIOUS VILLAGE (S)**

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

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

Amount in words:.....

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

Amount in words:.....

“Expiry Date” means:.....

CONTRACT DETAILS

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

PERFOMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the mount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or and intention whatsoever to create a suretyship;
 - 3.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - a. A copy of a first written demand issued by the Employer to the Consultant stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - b. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Consultant stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - c. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
- 5.1 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.2 the Contract has been terminated due to the Consultant's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.3 a provisional or final sequestration or liquidation court order has been granted against the Consultant and that the Performance Guarantee is called up in terms of 5; and the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Consultant in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

APPOINTMENT OF MAXIMUM OF 05 CONSULTANTS FOR CIVIL ENGINEERING SERVICES FOR A PERIOD OF THREE YEARS IN ELIAS
MOTSOALEDI LOCAL MUNICIPALITY

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

Signed at.....

Date.....

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

Capacity

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

Capacity.....

Witness signatory (1).....

Witness signatory (2).....

C1.4: Agreement with Adjudicator

This agreement is made on the day of 20..... between: the Employer
(Name of company / organisation).....
of (address).....
..... and the Consultant
(Name of company / organization).....
of (address).....
..... (hereinafter called **the Parties**)

and

(name).....
of (address)

..... (hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen* between the Parties under a Contract dated.....
and known as Contract No.....
(Contract title).....

and these disputes or differences shall be/have been* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "**the Procedure**") and the Adjudicator may be or has been requested to act.

(* Delete as necessary)

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavor to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by:

(Signature): (Signature): (Signature):

Name: Name: Name:

who warrants that he/ she is
duly authorised to sign for and
on behalf of the **First Party** in
the presence of

who warrants that he/ she is
duly authorised to sign for
and on behalf of the **Second
Party** in the presence of

the **Adjudicator** in the
presence of

APPOINTMENT OF MAXIMUM OF 05 CONSULTANTS FOR CIVIL ENGINEERING SERVICES FOR A PERIOD OF THREE YEARS IN ELIAS
MOTSOALEDI LOCAL MUNICIPALITY

Witness: **Witness:** **Witness:**
(Signature)..... (Signature)..... (Signature).....

Name: **Name:** **Name:**

Address: **Address:** **Address:**

.....
.....

Date: **Date:** **Date:**