



## CIDB Class Grading 2SQ or HIGHER

CONTRACT NO: MLM/CF/W05/24-25

FOR

APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST  
CONCRETE PALISADE FENCE AT NEW SITE SUTELONG WARD 05 CEMETERY

PROCUREMENT DOCUMENT

NAME OF TENDERER: \_\_\_\_\_

CSD NO. **MAAA**: \_\_\_\_\_

TENDER SUM: \_\_\_\_\_

PREPARED BY:

MORETELE LOCAL MUNICIPALITY  
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EXPANDED PUBLIC WORKS PROGRAMME



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# **THE TENDER**

**PART T1: TENDERING PROCEDURES**

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**CONTRACT NO: MLM/CF/W05/24-25**  
**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST**  
**CONCRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY**

**PART T1: TENDERING PROCEDURES**

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**CONTRACT NO: MLM/CF/W05/24-25**  
**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST CONCRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY**

**TENDER NOTICE AND INVITATION TO TENDER**

Tenders are hereby invited from Contractors registered with the Construction Industry Development Board (CIDB) for the **APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST CONCRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY.**

Eligible contractors must have a minimum CIDB grading of **2SQ or HIGHER.**

The employer is the **Moretele Local Municipality.**

Tender documents are obtainable from the offices of Moretele Local Municipality upon payment of **R250.00** from the **during office hours.** All payments are to be made in the currency of the Republic of South Africa.

Payment Method will be through Cash Deposit or EFT on Municipal Account.

**Account Details**

**Account Name: Moretele Local Municipality**

**Bank: ABSA**

**Cheque account number: 405 331 7014**

**Branch code: 632 005**

**Reference: Company name**

Bank guaranteed cheques must be made payable to the Moretele Local Municipality.

Queries related to the issues of these documents may be addressed to Mrs M Phenya : (012) 716 1414

A **compulsory clarification meeting** will be held at **Moretele Sutelong Cemetery** on

**20 March 2025 at 12:00pm**, interested bidders may contact Granny Temba on 012 716 1374 or [Granny.Zikhali@moretele.gov.za](mailto:Granny.Zikhali@moretele.gov.za) for enquiries.

The **closing date and time** for receipt of tender is **28 March 2025 at 12h00pm.** Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted.

Tenders, completed as prescribed, shall be sealed in an envelope marked "**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST CONCRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY, CONTRACT NO: MLM/CF/W05/24-25**" and deposited in the bid box situated at the Moretele Local Municipality Office, 4065B Mathibestad on or before **28 March 2025 at 12H00pm**, whereby tenders will be opened in public.

Tenderers shall have a **CIDB** class grading of:

**2SQ or HIGHER**

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**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST**  
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**TENDER DATA**

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

The Standard Conditions of Tender make several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity of inconsistency between it and the Standard Conditions of Tender.

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

Subclause	Data
F.1.1	The employer is the <b>Moretele Local Municipality</b>
F.1.2	<p>The Project Document issued by the employer consists of the following:</p> <p><b>THE TENDER</b></p> <p>Part T1: Tendering procedures:</p> <p style="padding-left: 40px;">T1.1 Tender notice and invitation to tender</p> <p style="padding-left: 40px;">T1.2 Tender Data</p> <p>Part T2: Returnable documents</p> <p style="padding-left: 40px;">T2.1 Returnable Schedules required for Tender Evaluation</p> <p style="padding-left: 40px;">T2.2 Other Documents required for Tender Evaluation</p> <p style="padding-left: 40px;">T2.3 Returnable Schedules that will be incorporated into the Contract</p> <p><b>THE CONTRACT</b></p> <p>Part C1: Agreements and contract data</p> <p style="padding-left: 40px;">C1.1 Form of Offer and Acceptance</p> <p style="padding-left: 40px;">C1.2 Agreement in Terms of the Occupational Health &amp; Safety Act</p> <p style="padding-left: 40px;">C1.3 Guarantee</p> <p style="padding-left: 40px;">C1.4 Form Agreement in terms of the Mine Health and Safety Act</p> <p style="padding-left: 40px;">C1.5 Appointment in terms of Section 3(1) of the Mine Health and Safety Act</p> <p style="padding-left: 40px;">C1.6 Abstracts of the Mine Health and Safety Act No 29</p> <p style="padding-left: 40px;">C1.7 Contract Data</p> <p>Part C2:Pricing data</p> <p style="padding-left: 40px;">C2.1 Pricing instructions</p> <p style="padding-left: 40px;">C2.2 Bills of quantities</p> <p style="padding-left: 40px;">C2.3 Summary of Bills of Quantities</p> <p style="padding-left: 40px;">C2.4 Calculation of Tender Sum</p> <p>Part C3: Scope of work</p> <p style="padding-left: 40px;">C3.1 Description of Works</p>
F.1.1	The employer's agent is: N/A
F.2.1	Only those tenderers who are registered with the CIDB, or can provide proof of having applied for registration, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 2SQ class of construction work, or by a contractor who is registered as a potentially emerging enterprise in terms of these

Subclause	Data
	<p>Regulations at a contractor grading designation, one level lower than the contractor's registered grading designation, provided that the client</p> <p>(a) is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and</p> <p>(b) ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract</p> <p>are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB or can provide proof of having registered;</li> <li>2. the lead partner has a contractor grading designation in the 2SQ class of construction work; and</li> </ol> <p>the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 2SQ class of construction work are eligible to submit tenders.</p>
F.2.2	<p><b>The arrangements for a compulsory clarification meeting are: 20 March 2025 at 10:00am : Moretele Sutelong Cemetery</b></p>
F.2.3	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contractor for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
F.2.13.5	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: <b>Moretele Local Municipality Office, 4065B Mathibestad</b>  Identification details: <b>"APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST CONCRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY, CONTRACT NO: MLM/CF/W05/24-25"</b></p>
F.2.13. & F.3.5	<p>A two-envelope procedure will not be followed.</p>
F.2.15	<p><b>Closing time for submission of tender offers is 28 March 2025 at 12:00pm</b></p>

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Subclause	Data
F.2.15	<b>Telephonic, telegraphic, telex, facsimile, e-mailed or postal tender offers will not be accepted.</b>
F.2.1.5	The tender offer validity period is <b>90 days</b> .
F.2.1.7	The tendered lump sums and rates shall be final and binding irrespective of the total tender price (See C2.2).
F.3.4	The date, time and location for opening of tender offers: <b>28 March 2025 at 12h00pm.</b>  Location: <b>Moretele Local Municipal Offices</b>
F.3.11	<p>Responsive tenders will be evaluated according to the Preferential Procurement Regulations, 2022 as published in Government Gazette 47452 dated 4 November 2022.</p> <p><b>Please Note:</b> on the day of the closing and opening of tenders there will be a pre-evaluation stage for SCM compliance and should the bidder not comply then the bidder does not qualify for further evaluation process</p> <p><u>First stage – Compliance to administrative requirements</u></p> <p>Bidders will be evaluated on the following administrative compliance:</p> <ul style="list-style-type: none"> <li>➤ <b>Power of attorney / authority for signatory</b></li> <li>➤ <b>Municipal account for the business and directors not owing for more than 90 days or municipal account from private provider or statement of account from landlord with valid lease agreement.</b></li> <li>➤ <b>Original or Certified copies of BBBEE certificate issued</b></li> <li>➤ <b>CSD summary report</b></li> <li>➤ <b>COIDA</b></li> <li>➤ <b>CIDB registration certificate</b></li> <li>➤ <b>Proof of Company registration</b></li> <li>➤ <b>Certified ID Copies of Owners/Directors/Shareholders</b></li> <li>➤ <b>Joint Venture Agreement</b></li> <li>➤ <b>Price amendment without signature in the bills of quantity</b></li> <li>➤ <b>Completion of the bill of quantity</b></li> <li>➤ <b>Non completion of MBD documents</b></li> <li>➤ <b>Alterations to the bid document or submission of a copy of the original bid document</b></li> <li>➤ <b>Non completion of form of offer</b></li> </ul> <p><u>Second stage – Evaluation of functionality:</u></p> <p>Responsive tenders will firstly be evaluated on functionality. The minimum score for functionality is 70%, and a bidder who scores below this minimum shall not be considered for further evaluation in terms of the preference point systems.</p>

Subclause	Data				
	Item no	Criteria		WEIGHTING	Total Score
	1.	<b>Company Experience</b>			
	1.1	<b>CONCRETE PALISADE FENCING PROJECTS</b>		<b>30</b>	
		Over 3 similar assignments / projects	30		
		2 - 3 similar assignments / projects	25		
		1 similar assignments / projects	20		
		0 similar assignments / projects	0		
	1.2	<b>OTHER FENCING RELATED WORKS</b>		<b>10</b>	
		Over 3 years similar assignments/ projects	10		
		2 - 3 similar assignments / projects	8		
		1 similar assignments / projects	6		
		0 similar assignments / projects	0		
	<b>2.</b>	<b>FINANCIAL REFERENCES</b>		<b>10</b>	
	2.1	<b>Tenderer submitted banking details, proof attached &amp; bank rating of:</b>			
		Bank rating of "A & B"	10		
		Bank rating of "C"	8		
		Bank rating of "D"	6		
		Bank rating of "E" & below	1		
	<b>3.</b>	<b>KEY PERSONNEL</b>		<b>30</b>	
	3.1	Project/Contract manager has ND in Built Environment and has between 4 and 6 years' experience	15		
		Project/Contract manager has ND in Built Environment and has between 2 and 3 years' experience	10		
		Project/Contract manager has Certificate in Built Environment and has between 3 and 5 years' experience	5		
	3.2	Site Agent has NQF Level 5 and has more than 3 years' experience in civil or related works	10		
		Site Agent has NQF Level 5 and has less than 3 years' experience in civil or related	5		
	3.3	Site Foreman has NQF level 2,3 or 4 and has more than 5 years' experience in civil or related works	5		
		Site Foreman has NQF level 2,3 or 4 and has less than 5 years' experience in civil or related works	3		

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Subclause	Data			
	4.	<b>COMPANY PLANT AND EQUIPMENTS</b>		
		More than 5 Items owned (Proof)	20	<b>20</b>
		More than 5 Items with Proof of Hire Intend	10	
		Less than 5 Items	5	
			<b>100</b>	<b>TOTAL</b>
<p>The minimum score required for functionality is 70% (Seventy) and a bidder who scores below this minimum shall be disqualified and shall not be considered for further evaluation in terms of the 80/20 preference point system.</p> <p><b>NOTE: In order for the Tenderer to claim points for Experience under Functionality, the Tenderer must also attach the following proof for each of the completed projects to Form T2.1E:</b></p> <ul style="list-style-type: none"> <li>➤ <b>Copy of Appointment Letter, and</b></li> <li>➤ <b>Copy of Completion Certificate, and</b></li> <li>➤ <b>Reference letter</b></li> </ul> <p><u>Third stage – Evaluation in terms of the 80/20 Preference Point System:</u></p> <p>Responsive tenders which have achieved the minimum qualification score for functionality will be evaluated further, using the 80/20 preference point system.</p> <p><u>Step 1: Calculation of points for Price</u></p> <p>The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis. The formula to be used for calculating points scored for price is the following:</p> $P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Where</p> <p>P<sub>s</sub> = Points scored for price of the bid or tender under consideration</p> <p>P<sub>t</sub> = Price (Rand value) of bid or tender under consideration</p> <p>P<sub>min</sub> = Price (Rand value) of the lowest acceptable bid or tender</p> <p>Points scored must be rounded off to the nearest 2 decimal places</p> <p><u>Step 2: Calculation of points for municipal specific goals and B-BBEE status level of contributor</u></p> <p>Points shall be awarded to a bidder for who meet the municipal specific goals and for attaining the B-BBEE status level of contribution in accordance with the table below:</p>				

Subclause	Data																				
	<p><b>Only the qualifying Tenders will be evaluated in Terms of 80 /20 preference point system were</b></p> <p><b>Evaluation criterion: 80/20</b></p> <ol style="list-style-type: none"> <li>1. Price: <b>80</b></li> <li>2. Preferential points = <b>20</b>, where municipal specific goals will be as follows: <ul style="list-style-type: none"> <li>• Women empowerment: <b>05</b></li> <li>• Youth empowerment: <b>05</b></li> <li>• Locality according to municipal accounts: <b>05</b></li> </ul> <p><b>(Moretele LM: 05, Bojanala Platinum District: 04, Northwest Province: 03, and Northwest: 01)</b></p> <ul style="list-style-type: none"> <li>• B-BBEE: <b>05</b></li> </ul> </li> </ol> <p>❖ <b>B-BBEE points in terms of the Preferential Procurement Policy Framework Act Regulations will be allocated as follows:</b></p>																				
	<p><b>Point System</b>  <b>Scoring of B-BBEE STATUS LEVEL OF CONTRCTOR: (20 points)</b></p> <table border="1" data-bbox="379 875 1233 1375"> <thead> <tr> <th data-bbox="379 875 815 949">B-BBEE STATUS LEVEL OF CONTRCTOR</th> <th data-bbox="815 875 1233 949">NUMBER OF POINTS</th> </tr> </thead> <tbody> <tr> <td data-bbox="379 949 815 996">1</td> <td data-bbox="815 949 1233 996">5</td> </tr> <tr> <td data-bbox="379 996 815 1043">2</td> <td data-bbox="815 996 1233 1043">4,5</td> </tr> <tr> <td data-bbox="379 1043 815 1090">3</td> <td data-bbox="815 1043 1233 1090">4</td> </tr> <tr> <td data-bbox="379 1090 815 1137">4</td> <td data-bbox="815 1090 1233 1137">3,5</td> </tr> <tr> <td data-bbox="379 1137 815 1184">5</td> <td data-bbox="815 1137 1233 1184">3</td> </tr> <tr> <td data-bbox="379 1184 815 1232">6</td> <td data-bbox="815 1184 1233 1232">2,5</td> </tr> <tr> <td data-bbox="379 1232 815 1279">7</td> <td data-bbox="815 1232 1233 1279">2</td> </tr> <tr> <td data-bbox="379 1279 815 1326">8</td> <td data-bbox="815 1279 1233 1326">1</td> </tr> <tr> <td data-bbox="379 1326 815 1375"><b>Non-compliant contributor</b></td> <td data-bbox="815 1326 1233 1375"><b>0</b></td> </tr> </tbody> </table> <p>A bid shall not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution nor is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of 05 points for B-BBEE.</p> <p>The points scored for price shall be added to the points scored for municipal specific goals and B-BBEE status level of contribution to obtain the bidder's total points scored out of 100.</p> <p><b>Award of contract to bids not scoring the highest number of points</b></p> <ol style="list-style-type: none"> <li>(a) A contract must be awarded to the bidder who scored the highest total number of points in terms of the 80/20 preference point system.</li> <li>(b) In exceptional circumstances a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. The reasons for such a decision must be approved and recorded for audit purposes and must be defensible in a court of law.</li> </ol> <p><b>Evaluation of bids that scored equal points</b></p> <ol style="list-style-type: none"> <li>(a) In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for municipal specific goals and B-BBEE.</li> <li>(b) If two or more bids have equal points, including equal preference points for municipal specific goals and B-BBEE, the successful bid must be the one scoring the highest score for functionality.</li> </ol>	B-BBEE STATUS LEVEL OF CONTRCTOR	NUMBER OF POINTS	1	5	2	4,5	3	4	4	3,5	5	3	6	2,5	7	2	8	1	<b>Non-compliant contributor</b>	<b>0</b>
B-BBEE STATUS LEVEL OF CONTRCTOR	NUMBER OF POINTS																				
1	5																				
2	4,5																				
3	4																				
4	3,5																				
5	3																				
6	2,5																				
7	2																				
8	1																				
<b>Non-compliant contributor</b>	<b>0</b>																				

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Subclause	Data
	(c) In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots.
F3.13.1	<p>Tender offers will only be accepted on condition that:</p> <ul style="list-style-type: none"> <li>a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>b) the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and</li> <li>c) the tenderer has not over the last five years failed to satisfactorily perform a contract for the employer and has been issued with a written notice to this effect.</li> </ul>
F.3.18	The number of paper copies of the signed contract to be provided by the Engineer is the <b>original contract plus three signed copies.</b>
<b>Department Special No.1</b>	<p><b>SMME's:</b></p> <p><b>It is a requirement of this contract that participation in the contract must be granted to local SMME companies. Local</b> is defined as "having their head office within the North West Province boundaries". A SMME company should be a registered company, but not necessarily be registered with CIDB, although it is preferred. The minimum target for local SMME participation shall be <b>10% of the Tender Sum</b>. This can be achieved through either one or more local SMME companies.</p> <p>Information in this regard needs to be provided by the contractor on forms RDP2 (E), RDP 2(E1), RDP2 (E2), etc. Commitments to this goal will be a condition of award.</p> <p>The department also reserves the right to terminate the contract when the contractor does not honour his commitments in this regard during construction.</p>
<b>Department Special No.2</b>	<p><b>Labour Content:</b></p> <p>The minimum Labour content for this project shall be <b>5% OF THE WORKS.</b></p> <p><b>Note: All unskilled labour shall be sourced from the LOCAL COMMUNITY where LOCAL COMMUNITY means those in the immediate vicinity of the project. The contractor's own skilled personnel will not be counted towards the said 5%.</b></p>



T1

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**MORETELE LOCAL MUNICIPALITY**

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## **PART T2: RETURNABLE DOCUMENTS**

**T2.1 List of Returnable Documents**

**T2.2 Returnable Schedules**

**MORETELE LOCAL MUNICIPALITY**

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**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST CONCRETE  
PALISADE FENCE AT NEW SITE WARD 05 CEMETERY**

**T2.1: LIST OF RETURNABLE DOCUMENTS**

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

**1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)**

1. Municipal account for the business and directors not in arrears for more than 90 days or municipal account from private provider or statement of account from landlord with valid lease agreement.
2. Certified Company registration certificate
3. Valid CIDB Registration certificate
4. Certificate of attendance at Site Inspection Meeting
5. Certified copy or Original certificate of BBBEE issued by SANAS/CIPC/Sworn Affidavit signed and stamped by commissioner of oath (For joint ventures the certificate must be consolidated)
6. Completed and signed Form of Offer and Acceptance
7. Certified I.D. Copies of Owners/Directors/Shareholders
8. All pages signed, initialled and completed
9. CSD summary report not older than one month from closing date
10. Authority for Signatory on company letter head
11. Letter of Good Standing with the Compensation for Occupational Injuries and Diseases
12. Proof of purchase of the tender document
13. Letter of intent from registered financial institution showing full details as guarantor in the amount of 10% as specified for surety purposes must be submitted

**NB. Failure to adhere to above conditions will lead to automatic disqualification.**

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**2. OTHER RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES  
(included hereafter for completion)**

- 2A. Compulsory Enterprise Questionnaire
- 2B. A - MBD 4 : Declaration of Interest
  - B - MBD 6.1 : Preference Points Claim Form in Terms of The Preferential Procurement
  - C - MBD 8 : Declaration of Bidder's Past Supply Chain Management Practices
  - D - MBD 9 : Certificate of Independent Bid Determination
- 2C. Proposed amendments and qualifications
- 2D. Schedule of Proposed Subcontractors
- 2E. Schedule of Plant and Equipment
- 2F. Schedule of work satisfactorily carried out by tenderer
- 2G. Declaration regarding fulfilment of construction regulations, 2014
- 2H. Estimated monthly cashflow
- 2I. Financial rating

**3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT  
(to be attached with submission)**

- 3A. Record of Addenda to Tender Documents
- 3B. Evaluation Criteria

**PART C: THE CONTRACT**

- PART C1 Agreement and Contract Data
- PART C2 Pricing Data
- PART C3 Scope of Works

**MORETELE LOCAL MUNICIPALITY**

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**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST CONCRETE  
PALISADE FENCE AT NEW SITE WARD 05 CEMETERY**

**SCHEDULE 1A: MUNICIPAL ACCOUNT FOR THE BUSINESS / DIRECTOR NOR  
OWING FOR MORE THAN 90 DAYS OR MUNICIPAL ACCOUNT OF FROM PRIVATE  
PROVIDER OR STATEMENT OF ACCOUNT FROM THE LANDLORDS WITH VALID  
LEASE AGREEMENT**

The tenderer must attach to this page, a copy municipal account for the business / director nor owing for more than 90 days or municipal account of from private provider or statement of account from the landlords with valid lease agreement MORETELE LOCAL Municipality

T5

**CONTRACT NO: MLM/CF/W05/24-25**

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**SCHEDULE 1B: ORIGINAL CIDB REGISTRATION CERTIFICATE**

The tenderer must attach to this page, a copy of the certificate of Contractor Registration issued by the Construction Industry Development Board.

**SCHEDULE 1C: CERTIFIED COPY OF DOCUMENTS OF INCORPORATION AND  
CERTIFIED COPY B-BBEE CERTIFICATE ISSUED BY SANAS**

The tenderer must attach to this page a certified copy of the certificate of incorporation of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

The tenderer must again attach to this page a certified copy of the B-BBEE certificate of his/her company. In case of a Joint Venture between two or more firms, the tenderer shall attach a copy of the Joint B-BBEE certificate must be submitted

T7

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**MORETELE LOCAL MUNICIPALITY**

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**SCHEDULE 1D: PRELIMINARY HEALTH AND SAFETY PLAN**

The tenderer must attach to this page a copy of the Preliminary Health and Safety Plan for the proposed work.

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**SCHEDULE 1E: CERTIFIED ID COPIES OF  
OWNERS/DIRECTORS/SHAREHOLDERS/MEMBERS**

The tenderer must attach to this page copies of Identity Document of Owners/Directors/Members/Shareholders.

T9

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**SCHEDULE 1F: CSD SUMMARY**

The tenderer must attach to this page a copy of the CSD summary

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**SCHEDULE 1G: LETTER OF GOOD STANDING WITH THE COMPENSATION FOR  
OCCUPATIONAL INJURIES AND DISEASES**

Letter of Good Standing with the Compensation for Occupational Injuries and Diseases Act. (COIDA Certificate).

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**SCHEDULE 2A: COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**Section 1: Name of enterprise:**

**Section 2: VAT registration number, if any:**

**Section 3: CIDB registration number, if any:**

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

Company registration number

Close corporation number

Tax reference number

**Section 6: Record of service of the state**

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

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- 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 an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

**If any of the above boxes are marked, disclose the following:** (insert separate page if necessary)

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

--	--	--	--

\* Insert separate page if necessary

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

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

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• a member of any municipal council</li> <li>• a member of any provincial legislature</li> <li>• a member of the National Assembly or the National Council of Province</li> </ul> | <ul style="list-style-type: none"> <li>• 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)</li> </ul> |
| <ul style="list-style-type: none"> <li>• a member of the board of directors of any municipal entity</li> <li>• an official of any municipality or municipal entity</li> </ul>  | <ul style="list-style-type: none"> <li>• a member of an accounting authority of any national or provincial public entity</li> <li>• an employee of Parliament or a provincial legislature</li> </ul>   |

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

\* Insert separate page if necessary

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Enterprise name \_\_\_\_\_

\* The schedule should be used where tenders are subject to the local Government: Municipal Finance Management Act

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**SCHEDULE 2B: MBD FORMS**

**A. MBD 4: DECLARATION OF INTEREST**

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

**3.8** Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars. ....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;

- (b) a member of the board of directors of any municipal entity;

- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

**3.9** Have you been in the service of the state for the past twelve months? ..... **YES / NO**

3.9.1 If yes, furnish particulars.....  
 .....

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

3.10.1 If yes, furnish particulars.  
 .....  
 .....

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

3.11.1 If yes, furnish particulars  
 .....  
 .....

**3.**

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

3.12.1 If yes, furnish particulars.  
 .....  
 .....

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

3.13.1 If yes, furnish particulars.  
 .....  
 .....

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

3.14.1 If yes, furnish particulars:  
 .....  
 .....

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

Full Name	Identity Number	State Employee Number

.....  
Signature

.....  
Date

.....  
Name of Bidder

.....  
Capacity of

## B. MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
MUNICIPAL SPECIFIC GOALS AND B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
<b>Total points for Price and Municipal Specific Goals and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed and will be scored zero (0).

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

### 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);



**4. POINTS AWARDED FOR SPECIFIC MUNICIPAL GOALS AND B-BBEE STATUS LEVEL OF CONTRIBUTOR**

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

Preferential points = **20**, where municipal specific goals will be as follows:

- Women empowerment: **05**
- Youth empowerment: **05**
- Locality according to municipal accounts: **05**

(Moretele LM: **05**, Bojanala Platinum District: **04**, Northwest Province: **03**, and outside Northwest: **01**)

- B-BBEE: **05**

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	5
2	9	4.5
3	6	4
4	5	3.5
5	4	3
6	3	3.5
7	2	2
8	1	1
Non-compliant contributor	0	0

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5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: ..... = ..... (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

**(Tick applicable box)**

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

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

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

**8.7 MUNICIPAL INFORMATION**

Municipality where business is situated: .....

Registered Account Number: .....

Stand Number:.....

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

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

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

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

WITNESSES
1. ....
2. ....

..... SIGNATURE(S) OF BIDDERS(S)
DATE: .....
ADDRESS .....
.....
.....

**C. MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p>	<p>No</p>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	<p>Yes</p>	<p>No</p>

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

**CERTIFICATION**

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

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

.....  
*Signature*

.....  
*Date*

.....  
**Position**

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

**D. MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying tender:

.....  
*(Tender Number and Description)*

in response to the invitation for the tender made by:

*Moretele Local Municipality*

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

I certify, on behalf of: ..... that:  
*(Name of Tenderer)*

<p>I have read and I understand the contents of this Certificate; I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect; I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer; Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of and to sign the tender, on behalf of the tenderer.</p> <p>For the purposes of this Certificate and the accompanying tender, I understand that the word “competitor” shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:</p> <p>(a) has been requested to submit a tender in response to this tender invitation; (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and</p>
--



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- (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.

The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.

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

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

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

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

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

.....  
Signature

.....  
Date

.....  
Full name of signatory

.....  
Capacity of signatory

**MORETELE LOCAL MUNICIPALITY**

**CONTRACT NO: MLM/CF/W05/24-25**

**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF  
PRECAST CONCRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY**

**SCHEDULE 2C: PROPOSED AMENDMENTS AND QUALIFICATIONS**

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

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

Page	Clause or item	Proposal

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

*Tenderer* \_\_\_\_\_

**CONTRACT NO: MLM/CF/W05/24-25  
APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST  
CONCRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY  
MORETELE LOCAL MUNICIPALITY**

**CONTRACT NO: MLM/CF/W05/24-25**

**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF  
PRECAST CONCRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY**

**SCHEDULE 2D: SCHEDULE OF PROPOSED SUBCONTRACTORS**

We notify you that it is our intention to employ the following Subcontractors to work on this contract. If we are awarded the contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us

No .	Name and Address of Proposed Subcontractor	Nature and Extent of Work	Previous Experience with Subcontractor
1.			
2.			
3.			
4.			
5.			
6.			
7.			

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

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

Tenderer .....

.....

**MORETELE LOCAL MUNICIPALITY**

**CONTRACT NO: MLM/CF/W05/24-25**

**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF  
PRECAST CONCRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY**

**SCHEDULE 2E : SCHEDULE OF PLANT AND EQUIPMENT**

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

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

<b>Quantity</b>	<b>Description, Size, Capacity, etc</b>

Attach additional pages if more space is required.

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

<b>Quantity</b>	<b>Description, Size, Capacity, etc</b>

Attach additional pages if more space is required.

Signed .....

Date .....

Name .....

Position .....



**MORETELE LOCAL MUNICIPALITY**

**CONTRACT NO: MLM/CF/W16/23-24**

**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF  
PRECAST CONCRETE PALISADE FENCE AT NEW SITE WARD 05 SUTELONG  
CEMETERY**

\* To be filled in by Tenderer

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

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

Tenderer .....

**CONTRACT NO: MLM/CF/W05/24-25**  
**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST**  
**CONCRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY**  
**MORETELE LOCAL MUNICIPALITY**

**CONTRACT NO: MLM/CF/W05/24-25**

**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF**  
**PRECAST CONCRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY**

**SCHEDULE 2G: DECLARATION CONCERNING FULFILMENT OF**  
**THE CONSTRUCTION REGULATIONS, 2014**

In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

- I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

(Tick) <b>YES</b>	
<b>NO</b>	

- Indicate which approach shall be employed to achieve compliance with the Regulations.  
(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - Specify:	
.....	
.....	
.....	
.....	

- Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

---



---



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4. Provide details of proposed training (if any) that will be undergone:

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5. List potential key risks identified and measures for addressing risks:

---

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6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period

(Tick)

YES	
NO	

**SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:**

1. \_\_\_\_\_ ID NO: \_\_\_\_\_  
**(Name in Print):**

2. \_\_\_\_\_ ID NO: \_\_\_\_\_  
**(Name in Print):**

**CONTRACT NO: MLM/CF/W05/24-25**  
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**CONCRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY**  
**MORETELE LOCAL MUNICIPALITY**

**CONTRACT NO: MLM/CF/W05/24-25**

**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF**  
**PRECAST CONCRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY**

**SCHEDULE 2H: ESTIMATED MONTHLY CASH-FLOW**

The Tenderer shall state below the estimated value of work to be completed every month, based on his preliminary programme and his tendered unit rates.

The amounts for Contingencies and Contract Price Adjustment must not be included. The Tenderer must make note of any cash-flow restrictions.

MONTH	VALUE
1	
2	
3	
<b>TOTAL</b>	

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

\_\_\_\_\_

**MORETELE LOCAL MUNICIPALITY**

**CONTRACT NO: MLM/CF/W05/24-25**

**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF  
PRECAST CONCRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY**

**SCHEDULE 2I: FINANCIAL RATING**

**DETAILS OF CONTRACTOR'S BANK ACCOUNT**

I/We furnish the following information:

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

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

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

**DATE: .....**

**CONTRACT NO: MLM/CF/W05/24-25  
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**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF  
 PRECAST CONCRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY**

**SCHEDULE 3A: 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.		

Attach additional pages if more space is required.

Signed _____ Name _____ Tenderer _____	Date _____ Position _____
---	------------------------------------

# MORETELE LOCAL MUNICIPALITY

CONTRACT NO: MLM/CF/W05/24-25

## APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST CONCRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY

### SCHEDULE 3B: EVALUTION CRITERIA

#### 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
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$

where:

$P_m$  = the comparative offer of the most favourable Bid offer.

$P$  = the comparative offer of Bid offer under consideration.

Tenders will be evaluated for functionality based on the following criteria, prior to evaluation in terms of the 80/20 preference point system. A **minimum qualifying score of 70 %** must be achieved for functionality.

Criterion	Weight
Company Experience	40
Financial References	10
Key Personnel	30
Plant and Equipments	20
<b>TOTAL</b>	<b>100</b>

#### THE EVALUATION CRITERIA (FUNCTIONALITY)

**CONTRACT NO: MLM/CF/W05/24-25**  
**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST**  
**CONCRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY**

Item no	Criteria		WEIGHTING	Total Score
1.	<b>Company Experience</b>			
1.1	<b>CONCRETE PALISADE FENCING PROJECTS</b>		<b>30</b>	
	Over 3 similar assignments / projects	30		
	2 - 3 similar assignments / projects	25		
	1 similar assignments / projects	20		
	0 similar assignments / projects	0		
1.2	<b>OTHER FENCING RELATED WORKS</b>		<b>10</b>	
	Over 3 years similar assignments/ projects	10		
	2 - 3 similar assignments / projects	8		
	1 similar assignments / projects	6		
	0 similar assignments / projects	0		
2.	<b>FINANCIAL REFERENCES</b>		<b>10</b>	
2.1	<b>Tenderer submitted banking details, proof attached &amp; bank rating of:</b>			
	Bank rating of "A & B"	10		
	Bank rating of "C"	8		
	Bank rating of "D"	6		
	Bank rating of "E" & below	1		
3.	<b>KEY PERSONNEL</b>		<b>30</b>	
3.1	Project/Contract manager has ND in Built Environment and has between 4 and 6 years' experience	15		
	Project/Contract manager has ND in Built Environment and has between 2 and 3 years' experience	10		
	Project/Contract manager has Certificate in in Built Environment and has between 3 and 5 years' experience	5		
3.2	Site Agent has NQF Level 5 and has more than 3 years' experience in civil or related works	10		
	Site Agent has NQF Level 5 and has less than 3 years' experience in civil or related	5		
3.3	Site Foreman has NQF level 2,3 or 4 and has more than 5 years' experience in civil or related works	5		
	Site Foreman has NQF level 2,3 or 4 and has less than 5 years' experience in civil or related works	3		

<b>4.</b>	<b>COMPANY PLANT AND EQUIPMENTS</b>			
	More than 5 Items owned (Proof)	20	<b>20</b>	
	More than 5 Items with Proof of Hire Intend	15		
	Less than 5 Items owned (Proof)/ with Proof of Hire Intend	0		
		<b>100</b>	<b>TOTAL</b>	

**NB: TENDERERS TO SUBMIT CERTIFICATES AND PROOF. NON-SUBMISSION WILL RESULT IN LOSS OF POINTS**

**THE MINIMUM SCORE FOR FUNCTIONALITY IS 70 POINTS**

**TABLE A6: B-BBEE POINTS ALLOCATION TABLE:**

<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>NUMBER OF POINTS</b>	<b>POINTS Claimed by tenderer</b>	<b>ALLOCATED POINTS</b>
1	5		
2	4,5		
3	4		
4	3,5		
5	3		
6	2,5		
7	2		
8	1		
Non-contributor	0		



**CONTRACT NO: MLM/CF/W05/24-25**  
**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST**  
**CONCRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY**

# **THE CONTRACT**

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



**CONTRACT NO: MLM/CF/W16/23-24**  
**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST**  
**CONCRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY**

**PARTC1: AGREEMENT AND CONTRACT DATA**

- C1.1 Form of Offer and Acceptance
- C1.2 Agreement in terms of the Occupational Health and Safety Act 85 of 1993
- C1.3 Performance Guarantee
- C1.4 Contract Data



**CONTRACT NO: MLM/CF/W05/24-25  
APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST  
CONCRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY**

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

**Offer**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST  
CONCRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY**

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

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

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

Rand (in words); R (in figures)

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

For the Tenderer:

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

Name and address of organization

\_\_\_\_\_  
\_\_\_\_\_

Signature and Name of Witness:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

## Acceptance

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

The terms of the contract are contained in:

PART C1 Agreements and contract data, (which includes this agreement)

PART C2 Pricing data

PART C3 Scope of work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorised representative(s) of both parties.

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

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

**CONTRACT NO: MLM/CF/W05/24-25  
APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST  
CONCRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY**

**For the Employer**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Capacity \_\_\_\_\_

**Name and address of organization**

\_\_\_\_\_  
\_\_\_\_\_

**Signature and Name of Witness**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Capacity \_\_\_\_\_

**Schedule of Deviations**

Notes:

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

By the duly authorised representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations

from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

**For the Tenderer:**

**For the Employer**

Signature \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_

**Name and address of organisation:**

**Name and address of organisation**

**Witness Signature:**

**Witness Name:**

**Date:**

**CONTRACT NO: MLM/CF/W05/24-25  
APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST  
CONCRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY  
Confirmation of Receipt**

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the ..... (day)

of ..... (month)

20..... (year)

at ..... (place)

**For the Contractor:**

.....  
Signature

.....  
Name

.....  
Capacity

**Signature and name of witness:**

.....  
Signature

.....  
Name



**CONTRACT NO: MLM/CF/W05/24-25**  
**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST**  
**CONCRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY**

**C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY**  
**ACT 85 of 1993.**

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

WHEREAS the Employer is desirous that certain works be constructed, as stated for in Contract No:.....For (description of contract).....

..... in the .....District of North West Province and has accepted a tender by the Principal Contractor for the construction, completion and maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 and the Construction Regulation, July 2003):

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or engineer requiring him to commence the execution of the Works, to either:
  - a) the date of the final certificate issued in terms of clause 6.10.9 of the General Conditions of Contract for Construction Works 2010 (Second Edition) as issued by the South African Institution of Civil Engineering (hereinafter referred to as "the GCC 2010"), as contained in the contract documents pertaining to this contract, or
  - b) the date of termination of the contract in terms of clause 9.1;9.2 or 9.3 of the GCC 2010.
3. The Principal Contractor declares himself to be conversant with the following:-
  - a) All requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
    - i. Section 8: General duties of employers to their employees.
    - ii. Section 9: General duties of employers and self-employed persons to persons other than employees

**CONTRACT NO: MLM/CF/W05/24-25**  
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**CONCRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY**

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

**SIGNED FOR ON BEHALF OF THE EMPLOYER/SECTION**

.....

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

**NAME**

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

**DATE:** .....

**SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR**

.....

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

**NAME**

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

**DATE:** .....



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 APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST  
 CONCRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY**

**C1.3 PERFORMANCE GUARANTEE**

“Guarantor” means: .....

Physical address: .....

“Employer” means: .....

“Contractor” means: .....

“Engineer” means: .....

“Works” means: .....

“Site” means: .....

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

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

Amount in words: .....

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

Amount in words: .....

“Expiry Date” means: .....

**CONTRACT DETAILS**

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

**PERFORMANCE GUARANTEE**

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety-ship;
  - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor’s physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
  - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor’s physical address calling up this Performance Guarantee, such demand stating that:
  - 5.1 the Contract has been terminated due to the Contractor’s default and that this Performance Guarantee is called up in terms of 5; or

- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

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

Capacity.....

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

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....



**CONTRACT NO: MLM/CF/W05/24-25**  
**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST**  
**CONCRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY**

**C1.4 CONTRACT DATA**

**C1.4.1 Contract Specific Data**

**CONDITIONS OF CONTRACT**

The General Conditions of Contract for Construction Works (2015) 3rd Edition, published by the South African Institution of Civil Engineering, is applicable to this Contract.

The General Conditions of Contract are not bound into this document but are available at the Contractor's expense. Each party to the contract shall purchase its own copy of the GCC 2015, available from South African Institution of Civil Engineering

Private Bag X200

Halfway House, 1685

South Africa

Tel: 27(0) 11 805 5947 /48 /53

Each item of data below is cross-referenced to the clause in the conditions of the contract to which it applies.

In terms of clause 1.1.1.8 of the General Conditions of Contract for Construction Works (2015) 3rd Edition, published by the South African Institution of Civil Engineering), the following Contact Data apply to this Contract.

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.

**CONTRACT SPECIFIC DATA**

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

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
<b>1</b>	<b>GENERAL</b>
Clause 1.1.1.5:	Replace the contents of Clause 1.1.1.5 with the following:  The "Commencement Date" means the date on which the contractor receives written instruction from the Employer to commence with the Works. The instruction to commence with the works will not be issued later than 28 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.
Clause 1.1.1.13:	The Defects Liability Period for the Works shall be 365 days.
Clause 1.1.1.14:	Add the following to the end of this definition:

	<p>This clause shall apply mutatis mutandis to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.</p> <p><b>The time for achieving Practical Completion is <u>Three (3) months</u> from the Commencement date, including non-working days, and special non-working days, but excluding Eskom connection activities.</b></p>
Clause 1.1.1.15:	<p><b>Name of Employer:</b></p> <p>Moretele Local Municipality is represented by: The Municipal Manager</p>
Clause 1.1.1.16:	<p><b>Employer's Agent means any Director, Associate or Professional Engineer/ Technologist appointed generally or specifically by the management of the Employer to fulfil the functions of the Employer's Agent in terms of the Conditions of the Contract.</b></p> <p>Name of Employer's Agent: N/A</p>
Clause 1.2.1.2:	<p><b>Address of Employer's Agent:</b></p>
Clause 1.1.1.26	<p>The Pricing Strategy is Re-measurement Contract</p>
Clause 1.2.1	<p>Add the following to the clause:</p> <p>1.2.1.3 Sent by facsimile, electronic, or any like communication irrespective of it being during office hours or otherwise.</p> <p>1.2.1.4 Posted to the Contractor's address and delivered by the postal authorities.</p> <p>1.2.1.5 Delivered by a courier service and signed for by the recipient or his representative.</p>
Clause 1.2.1.2:	<p><b>The address of the Employer is:</b></p> <p>Moretele Local Municipality 4065 B, Mathibestad, Makapanstad 0404</p> <p>Private Bag X 367 Makapanstad 0404</p>
Clause 1.3.6:	<p><i>Add the following new Clause:</i></p>

	<p>The copyright in all documents, drawings and records (prepared by the Employer's Agent) related in any manner to the Works shall vest in the Employer or the Employer's Agent or both (according to the dictates of the Contract that has been entered into by the Employer's Agent and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.</p>
Clause 3.1.3:	<p>The Engineer (Employer's Agent) is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <p>3.1.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions.</p> <p>3.1.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the evaluation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11.</p> <p>3.1.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.</p>
4 Clause 4.1.1 as modified by SCC 4.1.1	<p><b>CONTRACTOR'S GENERAL OBLIGATIONS</b></p> <p>The penalty for failing to achieve the monetary value of the target set by the Employer for contract participation by Targeted Enterprise in terms of Part E: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Works, is 10% of the monetary value by which the achieved monetary value falls short of the target monetary value.</p>
Clause 4.1.2:	<p><i>Add the following to the clause:</i></p> <p>The Contractor shall provide the following to the Engineer (Employer's Agent) for retention by the Employer or his assignee in respect of all works designed by the Contractor:</p> <p>4.1.2.1 a Certificate of Stability of the Works signed by a registered Professional Engineer/ Technologist confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.1.2.2 proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.1.2.3 design calculations should the Employer's Agent request a copy thereof.</p> <p>4.1.2.4 engineering drawings and workshop details (both signed by the relevant professional engineer/ technologist), in order to allow the Employer's Agent to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>4.1.2.5 "As-Built" drawings in dwg, dgn or dxf electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design of the Temporary Works.</p>
Clause 4.3.3:	<p><i>Add the following new clause:</i></p>

	<p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.</p> <p>The Contractor shall submit an approved Health and Safety Plan to the Employer's Agent within 14 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.</p>
Clause 4.3.4:	<p><i>Add the following new clause:</i></p> <p><b>Contractor's liability as mandatory</b></p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract, it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p>
Clause 4.3.5:	<p><i>Add the following new clause:</i></p> <p><b>Contractor to notify Employer</b></p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p>
Clause 4.3.6:	<p><i>Add the following new clause:</i></p> <p><b>Contractor's Designer</b></p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p>
Clause 4.3.7:	<p><i>Add the following new clause:</i></p> <p>The Ministerial Determination 4, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour as amended, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p>
Clause 4.10.3:	<p><i>Add the following new clause:</i></p> <p>The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.</p>

Clause 5.3.1:	<p><i>Add the following:</i></p> <p>The Contractor shall commence executing the Works within 28 days of the Commencement Date.</p> <p>The documents required before commencement with Works execution are:</p> <p>Health and Safety Plan (Refer to Clause 4.3)</p> <p>Initial Programme (Refer to Clause 5.6)</p> <p>A detailed cash flow forecast (Refer to Clause 5.6.2.6)</p> <p>Security (Refer to Clause 6.2)</p> <p>Insurance (Refer to Clause 8.6)</p> <p>Form C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993' to be signed by the Contractor and the Employer (refer to Clause 4.3 of the GCC 2015 and to paragraph E9. Contractor's Responsibilities in Part E of C3.3 Particular Specifications in the project specifications).</p>
Clause 5.3.2:	<p><i>Add the following:</i></p> <p>The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.</p>
Clause 5.4.2:	<p>The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope or Works and/or Site information.</p>
Clause 5.6.1:	<p>Add the following to the clause:</p> <p>In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings.</p>
Clause 5.7.1:	<p>Delete the last paragraph of the clause and replace with the following:</p> <p>No such instruction by the Employer's Agent to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined.</p>
Clause 5.8.1	<p>The non-working days are Sundays.</p> <p>The special non-working days are the construction industry year-end break and the following statutory public holidays as declared by the National Government:</p> <p>New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill.</p> <p>The construction industry year-end break commences on the first working day after 15 December and ends on the first working day after 5 January of the following year.</p>

Clause 5.12.3:	<p>Delete the contents of the clause and insert the following:</p> <p>If an extension of time is granted, other than an extension resulting from abnormal rainfall in terms of Clause 5.12.5, the Contractor shall be paid such additional time-related General Items as are appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned.</p>
Clause 5.13:	<p>Delete the contents of the clause and insert the following:</p> <p>5.13.1 If the Contractor fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 5.14.2 to receive a Certificate of Practical Completion for the Works, then the Contractor shall be liable to the Employer for the sum(s) stated below as (a) penalty(ies) for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and the actual Date of Practical Completion of the Works or of the specific portion.</p> <p>The penalty for failing to complete the Works is 0,05% of the total Tender Sum per day, up to a maximum limit of twenty-five thousand rand per day.</p> <p>5.13.2 If before the issue of a Certificate of Practical Completion for the whole of the Works, or for any specific portion thereof that is identified in the Scope of Works, any further part of the Works has been:</p> <p>5.13.2.1 certified as complete in terms of a Certificate of Practical Completion; or</p> <p>5.13.2.2 occupied or used by the Employer, his agents, employees or other contractors (not being employed by the Contractor);</p> <p>then the appropriate penalty for delay referred to in Clause 5.1.3.1 above shall be reduced by the amount which is determined by the Employer's Agent to be appropriate under the circumstances.</p> <p>5.13.3 The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p> <p>5.13.4 All penalties for which the Contractor becomes liable in terms of Clause 5.13.1 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor.</p> <p>5.13.5 The imposition of any penalties in terms of Clause 5.13.1 shall not limit the right of the Employer's Agent of the Employer to act in terms of Clause 9.2.</p>
Clause 5.13.4:	<p><i>Add the following new Clause:</i></p> <p>If the Contractor shall, without the prior written permission of the Employer's Agent, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract:</p> <p>fail to execute such portions of the Works, or any parts thereof, utilising labour intensive construction methods strictly in accordance with the provisions of the Contract; or</p> <p>utilise in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or</p> <p>utilise in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract.</p> <p>then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance.</p>

	<p>The penalty for non-compliance is: 15% of the value of Works specified.</p> <p>The imposition of penalties in terms of this clause shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p>
Clause 5.16.3:	The Latent defect period is 10 years after the issue of the Final Approval Certificate in terms of Clause 5.16.1
Clause 6.1.1:	<p><i>Add the following to the clause:</i></p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p>
Clause 6.2.1:	<p>Add the following to this Clause:</p> <p>The amount of the Surety will be 10% of the Contract Price (including Value Added Tax) at the time that the Agreement comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Pro Forma Form of Guarantee bound into the General Conditions of Contract is replaced by the Form of Guarantee (Deed of Surety ship) which is included in Part C1.3 of this document.</p> <p>This approval or otherwise shall be based upon legal opinion to be provided by the Employer's Agent.</p>
Clause 6.8.2:	<p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>The values of the coefficients for calculating the Contract Price Adjustment Factor are:</p> <ul style="list-style-type: none"> <li>• a = 0.20</li> <li>• b = 0.35</li> <li>• c = 0.35</li> <li>• d = 0.10</li> </ul> <p>The "Consumer Price Index" will be as for the province of <b>North West</b> for the area of <b>Moretele Local Municipality</b>.</p> <p>The base month is the month prior to the month in which the closing date for the tender falls.</p>
Clause 6.8.3:	Price Adjustments for variations in the cost of special materials will be allowed. "The Contractor will be required to provide full details in Part 2 of the Contract Data".
Clause 6.8.4:	In line 8 delete the words "between the Employer and the Contractor".
Clause 10.1.5:	The percentage advance on materials not yet built into the Permanent Works is 80%. The percentage advance on plant not yet supplied to site is 0%.

Clause 6.10.3:	The percentage retention on the amounts due to the Contractor is 10%. The limit of retention money is 5% of the first One Million Rand plus 1.6% of the remaining amount of the tender offer excluding contract price adjustment, contingencies and VAT. A Retention Money Guarantee is permitted.
Clause 6.10.4:	In line 4 delete the word "said" and insert the word "correct". Replace the first sentence of the clause with the following:
Clause 6.10.9:	Within 14 days after the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Engineer (Employer's Agent) a final statement claiming final statement of all moneys due to him for additional work ordered by the Employer's Agent after the Certificate of Completion date (save in respect of matters in dispute, in terms of Clause 58, and not yet resolved) plus the remainder of retention monies (subject to Clause 49.5.1) retained by the Employer.
Clause 8.6.1.2:	The value of materials supplied by the Employer to be included in the insurance sum is nil. Special Risks Insurance issued by SASRIA is required.
Clause 8.6.1.3:	The limit of indemnity for liability insurance is R5 000 000 per event, the number of events being unlimited. Liability insurance shall include a spread of fire risk.
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 R100 000.00 (one hundred thousand Rands only).
Clause 6.11.1.3:	Delete "15 %" and replace it with "25%".
Clause 10.4.2, 10.7.1:	Failing Amicable Settlement, unresolved Disputes shall be referred to Arbitration.
<b>E1003 Refer to Part C3: Scope of Works, section C3.3 Particular Specifications, Part E: Small Contractor Development</b>	<b>CONTRACT PARTICIPATION</b>
	Requirements in terms of the Reconstruction Development Programme.
	Target Values
	In this contract, the minimum target value shall be as follows:
	• Labour Maximisation: 10%
	• ABE Support: 25%
	• HID Supervisory staff: 10%
	The penalties for not reaching the required target values will be calculated at 20% of the difference between the set target values and the actual target values achieved by the contractor at the completion of the works.
	No bonuses for achieving the set target values are applicable.

## Section 1: Data provided by the Employer

Clause	
1.1.1.5	Clause 1.1.1.5 of the GCC is replaced by the following: The "Commencement date" shall be the date the site is handed over to the Contractor.

Clause	
1.1.1.15	The employer is the <b>Moretele Local Municipality</b> .
1.1.1.15	The CDS Senior Manager is <b>Mrs G.Temba</b> The SCM representative is <b>Ms M. Phenya</b>

## Section 2: Data provided by the Contractor

Clause	
1.1.1.9	The contractor is
1.2.1.2	The contractor's address for receipt of communication is: Telephone:      Facsimile: e-mail:..... Address:.....
5.5.1	The Works shall be completed within ..... months as proposed by the contractor.
6.5.1.2.3	The percentage allowances to cover all charges for the contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is .....% (Maximum 15%).
6.8.3	The rate for special materials, exclusive of Value Added Tax is to be completed in Schedule T2.3 D.

## **C1.4.2 Variations to the General Conditions of Contract**

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

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

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

Add the following sub-clause:

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

#### **5.14 COMPLETION**

Delete the following:

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

#### **5.16 APPROVAL**

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

Delete the last sentence of this clause and replace with:

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



**CONTRACT NO: MLM/CF/W05/24-25  
APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST  
CONCRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY**

## **PART C2: PRICING DATA**

**C2.1 PRICING INSTRUCTIONS**

**C2.2 BILL OF QUANTITIES**



**CONTRACT NO: MLM/CF/W05/24-25**  
**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST**  
**CONCRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY**

**C2.1 PRICING INSTRUCTIONS**

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

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

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

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

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

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

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

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

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

for such work will be regarded as being covered by other rates or lump sums in the bill of quantities.

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

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

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

- 6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise than in clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.
- 7 The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.
- 8 The statement of quantities of material or the amount of work in the bill of quantities shall not be regarded as authorisation for the contractor to order material or to execute work. The contractor shall obtain the engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- 9 The short descriptions of the payment items in the bill of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.
- 10 The provisions of clause 6.6 of the general conditions of contract shall apply to provisional sums and prime cost sums.
- 11 Subject to the conditions stated in paragraph 12 below, the tenderer may be instructed to adjust prices, which are considered to be imbalanced or unreasonable and to eliminate errors or discrepancies without varying the sum tendered. Clause F.3.9 of

the CIDB standard conditions of Tender contained in annex F of the CIDB Standard for uniformity deals with the handling of arithmetic errors during the evaluation of tenders and sets out how the employer is to make such corrections when establishing the competitive position of tenderers. The employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the bill of quantities. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.

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

13 The units of measurement indicated in the bill of quantities are metric units

The following abbreviations are used in the bill of quantities:

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

14 All rates and sums of money quoted in the bill of quantities shall be in rand and whole cents. Fractions of a cent shall be discarded

15 The item numbers appearing in the bill of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter B refer to payment items described under part B of the project specifications, those with C to payment items described under part C, and so on for further parts of the project

specifications.

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

16. Labour intensive items are highlighted in the bills of quantities for the payment items relating to labour intensive works.

16.1 Those parts of the contract to be constructed using labour intensive methods have been marked in the bills of quantities with the letters LI in a separate column filled in against every item so designated. The works or part of the works so designated are to be constructed using labour intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The letters marked with LI are **not necessarily an exhaustive list** of all items which must be done by hand, and this clause does not override any of the requirements in the generic labour-intensive specification in the Scope of Works.

16.2 Payment for items which are designated to be constructed using labour intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour intensive methods. Any unauthorised use of plant to carry out work which was to be done labour intensively will not be condoned and any work so constructed will not be certified for payment. If a contractor, through innovation on other activities, achieved the set LI requirement, but he did not perform all LI-marked activities through labour, he will not be penalized. However, if a contractor did not achieve the set LI target and constructed a LI-marked activity through other means, he **will not be paid** for that activity.

17. All cost for formal training to the targeted workforce (amongst others: allowances, wages, administration, transport, etc) shall be deemed to be included in the rates for Labour Intensive items.





**CONTRACT NO: MLM/CF/W04/24-25**  
**APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST**  
**CONCRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY**

**C2.2 BILL OF QUANTITIES**

**Specification for Supply and Installation of Precast Concrete Palisade Fence  
 at New Site Ward 05 Cemetery**

No,	Description	Quality	Unit Price	Amount
1.	700m Concrete Palisade Fencing (wide) and 1.8m (Height)	700m		
2.	Opening Sliding Steel main gate 6m (Wide) and 1.8 (Hight)	1		
3.	Pedestrian steel opening gate 1.5m (Wide) and 1.8 (Height)	1		
4.	Erection of palisade fence including two gates Painted with black	1		
5.	Building of site 3m wide x 1.8m height hall with face bricks alongside on gates	2		
6.	Side Clearing	700m <sup>2</sup>		
	<b>TOTAL</b>			

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



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# **SCOPE OF WORK**

PART C3      SCOPE OF WORKS



**CONTRACT NO: MLM/CF/W05/24-25  
APPOINTMENT OF CONTRACTOR FOR SUPPLY AND INSTALLATION OF PRECAST  
CONCRETE PALISADE FENCE AT NEW SITE WARD 05 CEMETERY**

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

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

**C3.2 DESCRIPTION OF WORKS**

**C3.1.1 Employer's Objectives**

The objective of the project is install Concrete Palisade fence around New Site Ward 05 cemetery

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

The project is located at New Site Ward 05 village and falls within the Moretele Local Municipal Jurisdiction.

**C3.1.3 Extent of Works**

The works will involve the following:

No	Works
1	<ul style="list-style-type: none"><li>● Clearance for fence perimeter</li><li>● Supply concrete palisade fence material and gates</li><li>● Installation of all fence material and gates</li><li>● Building of site 3m hall alongside on gates</li></ul>

**C3.1.4 Location of the Works**

The Moretele village well known as Sutelong in Ward 05 New Site Cemeteries is situated in the North-West Province within the Moretele Local Municipality under the jurisdiction of Bojanala Platinum District.

**C3.1.5 Temporary Works**

No temporally works are envisaged on the contract.

**C3.1.6 General Information**