



REQUEST FOR TENDER

GENERAL INFORMATION			
N.B. NO TENDER DOCUMENTS TRANSMITTED PER FAX WILL BE ADMISSIBLE			
Tender Advertised	17 April 2024		
Estimated CIDB Grading	Tenderers should have a CIDB Contractor Grading Designation as follows: 3CE or HIGHER		
Clarification Meeting	A compulsory clarification meeting will be held at Sicelo Multi-Purpose Centre, 50 Sobukwe Street, Sicelo, Meyerton Coordinates: 26°33'11.88"S, 27°59'10.82"		
Clarification Meeting Date and Time	25 April 2024, 10H00		
Closing Date and Time	06 May 2024, 10H00		
Closing Venue	Ground floor Tender Box at Block A, Midvaal Municipality Offices, No. 25 Mitchell Street, Meyerton, 1860		
Late tenders	Tender documents received after the closing time and date will be late and will not be accepted under any circumstances.		
8/2/4/225 – BID TO APPOINT A SERVICE PROVIDER FOR THE RESURFACING OF SICELO SPORTS GROUND FOR MIDVAAL LOCAL MUNICIPALITY FROM DATE OF APPOINTMENT TO A PERIOD NOT EXCEEDING 30 JUNE 2024			
CLOSING DATE: 06 MAY 2024 at 10H00			
Name of tenderer:		CIDB CRS Number	
Contact person:		CIDB Grading	
Telephone no:		Fax no:	
Cellular telephone no:		Email address:	

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8/2/4/225

**BID TO APPOINT A SERVICE PROVIDER FOR
THE RESURFACING OF SICELO SPORTS
GROUND FOR MIDVAAL LOCAL
MUNICIPALITY FROM DATE OF
APPOINTMENT TO A PERIOD NOT
EXCEEDING 30 JUNE 2024**

**MIDVAAL
LOCAL MUNICIPALITY**

VOLUME 1

TENDER AND CONTRACT

Employer:		Contractor:	
Witness:		Witness:	

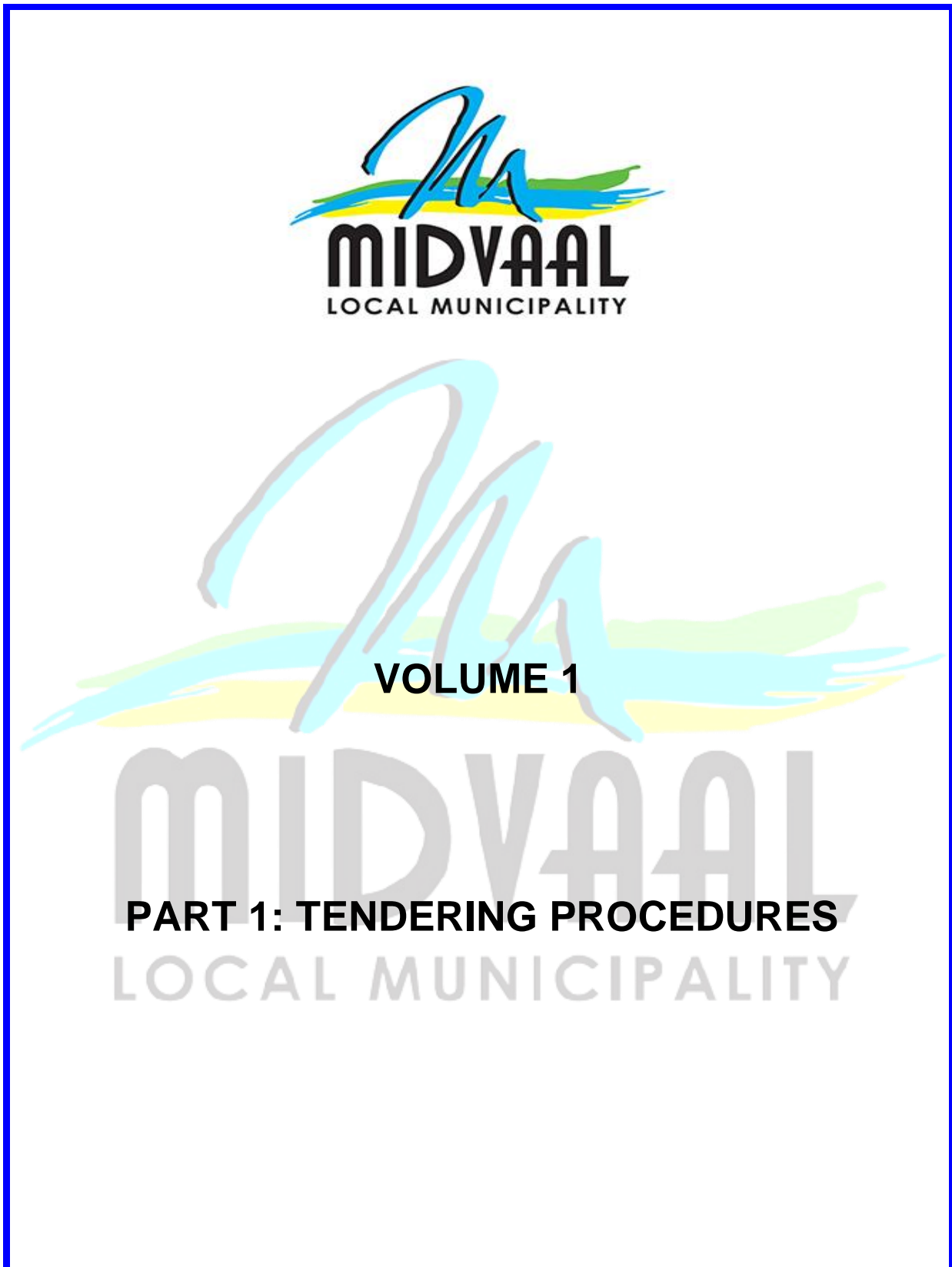
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Employer:		Contractor:	
Witness:		Witness:	

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Employer:		Contractor:	
Witness:		Witness:	

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Witness:		Witness:	

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

BID 8/2/4/225(3CE OR HIGHER) TO APPOINT A SERVICE PROVIDER FOR THE RESURFACING OF SICELO SPORTS GROUND FOR MIDVAAL LOCAL MUNICIPALITY FROM DATE OF APPOINTMENT TO A PERIOD NOT EXCEEDING 30 JUNE 2024

Employer Tender Number: BID 8/2/4/225(3CE OR HIGHER)

cidb Reference Number: 100093781

MIDVAAL LOCAL MUNICIPALITY INVITES TENDERS FOR THE RESURFACING OF SICELO SPORTS GROUND FOR MIDVAAL LOCAL MUNICIPALITY FROM DATE OF APPOINTMENT TO A PERIOD NOT EXCEEDING 30 JUNE 2024

It is estimated that tenderers should have a cidb contractor grading of 3CE or higher.

Preferences are offered to tenderers who have suitable experience and suitably qualified employees and resources to render the services.

The council reserves the right to accept any bid or part thereof and does not bind itself to accept the lowest or any bid and not to consider any bid not suitably endorsed or comprehensively completed.

Bids completed in pencil or re-typed will be regarded as invalid bids.

Bids must also be submitted in full, i.e with all pages attached, failure thereof will result in your bid being disqualified.

IMPORTANT INFORMATION:

Midvaal Local Municipality hereby requests all bidders to take note of the following process relating to bid documents requests and clarification notes:

- Bidding documents will be available for purchase during working hours after 12:00PM or via electronic request at tenders@midvaal.gov.za from the 19th of April 2024.
- A non-refundable tender deposit of R 417.00 payable by proof of deposit or cash is required on collection of the Tender documents, payments for the documents can be made at the municipality's rates and taxes hall during office hours Monday – Friday, 07:30 – 15:00 or alternatively direct deposits (no cheques accepted) to:

Midvaal Local Municipality

Bank: Nedbank

Account Number: 1224797469,

Branch: Public Sector - Central Gauteng

NB: Please use the bid/tender number as reference and remember to bring proof of payment for collection of bid documents.

Clarifications:

- Bidders will be given an opportunity to ask questions/clarifications by sending an email to tenders@midvaal.gov.za. Please quote the Bid No. on the subject line. The 26th of April 2024 will be the cut-off to asking questions/ requests for clarifications.
- The municipality will respond to all received queries/clarifications on the 29th of April 2024.

Responsive bids will then be evaluated on 80/20 preference point system as prescribed by Midvaal Local Municipality's Supply Chain

Policy and Preferential Procurement Policy, and PPPFA and its 2022 regulations.

Bids will be evaluated and adjudicated according to the following criteria:

- relevant specifications and technical proposals,
- value for money,
- capability to execute the contract,
- Midvaal SCM policy, PPPFA regulations and any other relevant legislation's, as well as any supporting documents where required

Employer:		Contractor:	
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Tendering Procedures

SPECIFIC GOALS:

LOCAL ENTERPRISE: 10

BBB-EE STATUS: 05

WOMAN ENTERPRISE: 05

• Details of the specific goals' allocation are demonstrated in the bid document.

PLEASE NOTE:

1. No faxed or e-mailed tenders will be accepted.
2. All tenders must be submitted on the official forms (not to be re-typed). Only original signed tender documents will be accepted.
3. Bids must be completed in black ink. No correction fluid will be allowed. All alterations must be crossed out and initialled.
4. Where a compulsory briefing session is required, it is the onus of the bidder to attend and arrive on time. Late arrivals will not be allowed to sign the attendance register and will be deemed to be absent.
5. No bids will be considered from bidders Who did not attend the briefing session.
6. Midvaal local municipality will not accept any bid with missing pages and not fully completed with the required attachment.

Only tenderers who have read and signed the provisions of the rules and specifications which are eligible to submit tenders.

A non-refundable tender deposit of R417.00 payable by proof of deposit or cash is required on collection of the Tender documents.

Queries relating to the issues of these documents may be addressed to:

Engineering Services

Tel No. 0163605812

E-mail. tenders@midvaal.gov.za

or

SCM Services

Tel No. 0163607484

E-mail. tenders@midvaal.gov.za

A compulsory clarification meeting with representatives of the Employer will take place at Sicelo Multi-Purpose Centre, 50 Sobukwe

Street, Sicelo, Meyerton Coordinates: 26°33'11.88"S, 27°59'10.82" on 25 April 2024 starting at 10h00.

The closing time for receipt of Tenders is 10h00 on Monday, May 6, 2024.

Emailed and Late Tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

Requirements for sealing, addressing, delivering, opening and assessment of Tenders are stated in the Tender Data.

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Witness:		Witness:	

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PART A

INVITATION TO BID

MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF MIDVAAL LOCAL MUNICIPALITY

BID NUMBER:	8/2/4/225	CLOSING DATE:		CLOSING TIME:	
DESCRIPTION	BID TO APPOINT A SERVICE PROVIDER FOR THE RESURFACING OF SICELO SPORTS GROUND FOR MIDVAAL LOCAL MUNICIPALITY FROM DATE OF APPOINTMENT TO A PERIOD NOT EXCEEDING 30 JUNE 2024				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS

25 MITCHELL STREET
MEYERTON
1961

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> YES		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> YES	
	<input type="checkbox"/> NO			<input type="checkbox"/> NO	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	[IF YES ENCLOSE PROOF]			[IF YES ENCLOSE PROOF B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		

CAPACITY UNDER WHICH THIS BID IS SIGNED

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	SUPPLY CHAIN MANAGEMENT	CONTACT PERSON	ENGINEERING SERVICES
CONTACT PERSON	FINANCE: SCM OFFICE	TELEPHONE NUMBER	016 360 5812
TELEPHONE NUMBER	016 360 7481	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	tenders@midvaal.gov.za
E-MAIL ADDRESS	tenders@midvaal.gov.za		

Employer:		Contractor:	
Witness:		Witness:	

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PART B: TERMS AND CONDITIONS FOR BIDDING

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

Employer:		Contractor:	
Witness:		Witness:	

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T1.2 TENDER DATA

T1.2.1 CONDITIONS OF TENDER

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (January 2009) as published in Government Gazette No 38960, Board Notice 136 of 2015 of 10 July 2015. (See www.cidb.org.za).

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

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



Employer:		Contractor:	
Witness:		Witness:	

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T1.2.2 TENDER DATA

The clause numbers in the Tender Data refer to the corresponding clause numbers in the Conditions of Tender (see Annex).

The additional Conditions of Tender are:

Clause number	Tender Data
F.1.1	The Employer is, Midvaal Local Municipality
F.1.2	<p>The tender documents issued by the Employer comprise:</p> <p>Volume 1: Tendering Procedures T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data</p> <p>Returnable Documents T2.1 List of Returnable Documents</p> <p>Part 1: Agreement and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Forms of Securities</p> <p>Part 2: Pricing Data C2.1 Pricing Instructions C2.2 Schedule of Rates</p> <p>Part 3: Scope of Work C3.1 Scope of Work C3.2 Particular Specifications C3.4 Occupational Health, Safety and Environmental Specification and Environmental Management Plan</p> <p>Part 4: Site Information C4 Site Information</p> <p>Volume 2: Drawings</p>
F.1.4	<p>The Employer's agent is:</p> <p>Contact person : Assistant Director: Technical Support/Assistant Director: Parks Telephone : 061 360 5812 Facsimile : 086 502 0523 E-mail address : <u>tenders@midvaal.gov.za</u></p>

Employer:		Contractor:	
Witness:		Witness:	

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Clause number	Tender Data
F1.5.2	Replace the existing clause with the following: The Employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers, re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer or where in his opinion all received tenders are found to be non-responsive.
F.2.1.1	Eligibility criteria and requirements. TO ADEQUATELY SUBSTANTIATE ANY ELIGIBILITY CLAIM FOR CRITERIA BELOW THE TENDERER SHALL SUBMIT INFORMATION OR COMPLETE RETURNABLE SCHEDULES: CIDB registration and grading: 1) Only tenderers who are registered with the CIDB or have a sub-contractor registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined as follows: 3CE or HIGHER Certificate of Registration with CIDB to be submitted. 2) Joint ventures are eligible to submit tenders provided that: i) every member of the joint venture is registered with the CIDB. ii) the lead partner has a contractor grading designation in the applicable class of construction work; and iii) the combined contractor grading designation calculated in accordance with the CIDB Regulations is equal to or higher than a contractor grading designation as indicated above. Certificates of Registration with CIDB to be submitted.
F.2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to only tenderers whom tendering entities appears on the attendance list.
F.2.13.1	The Tenderer may make an offer for only part of the services as defined in the Scope of Work, but limited to either / all of the following options: N/A
F.2.13.3	Each tender offer shall be submitted as an original, plus 0 copy. N/A
F.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on the Tenderer's offer package are: Location of tender box: Ground Floor Tender Box

Employer:		Contractor:	
Witness:		Witness:	

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Clause number	Tender Data
	<p>Physical address: Block A, Midvaal Municipality Offices, No. 25 Mitchell Street, Meyerton, 1860</p> <p>Identification details: Tender reference number, Title of Tender and the closing date and time of the tender, <i>as well as the Tenderer's name, his Authorised Representative's name, postal address and telephonic contact numbers.</i></p>
F.2.13.6 & F.3.5	A two-envelope procedure will not be followed.
F.2.15.1	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	The tender offer validity period is 90 days .
F.2.23	The Tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Guarantee
F.2.23	<p>The Tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> 1) Valid SARS Compliance status Pin for Tenders issued by the South African Revenue Services. 2) Proof of CSD registration 3) Current Water and Lights / Rates and Taxes statement that is in the name of the business obtainable from the local or metropolitan municipality In the event that the business is leasing, attach the full lease agreement to the bid document . 4) Curriculum Vitae of all key staff. 5) Certificates of Contractor Registration issued by the CIDB 6) A Certified copy of Unemployment Insurance Certificate, Act 4 of 2002. 7) where the tendered amount inclusive of VAT exceeds R 10 million: <ol style="list-style-type: none"> i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing; ii) a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days; iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract; iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment is expected to be transferred out of the Republic. <p>Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.</p>

Employer:		Contractor:	
Witness:		Witness:	

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Clause number	Tender Data																
F.2.27	<p>Add the following new clause:</p> <p>Tax Compliance In the case of a Joint Venture/Consortium the tax Compliance Status Pin must be submitted for each member of the Joint Venture/Consortium.”</p>																
F.3.1.1	<p>Replace the contents of the clause with the following:</p> <p>“Respond to a request for clarification received up to seven calendar days before the tender closing time stated in the tender data and notify all Tenderers who drew procurement documents”</p>																
F.3.11.1	<p>The procedure for the evaluation of responsive tenders is:</p> <p>1. MINIMUM REQUIREMENTS</p> <p>This is required so that there is a level of comfort that the potential service provider can deliver the project with the required professionalism and quality. Only bidders who meet all the minimum requirements will be evaluated further for price and specific goals.</p> <table border="1"> <thead> <tr> <th>ITEM</th> <th>DESCRIPTION</th> <th>YES</th> <th>NO</th> </tr> </thead> <tbody> <tr> <td>Company Experience</td> <td> <ul style="list-style-type: none"> Bidder must submit a minimum of 2 appointment letters with corresponding completion certificates or satisfactory letters indicating experience in sports ground construction. <p>Attach satisfactory letter(s) (As per annexure A and B) or attach appointment letter(s) and corresponding certificate(s) of completion for each project completed.</p> <p>Failure to comply to company experience minimum requirements will result in a bid not evaluated further</p> </td> <td></td> <td></td> </tr> <tr> <td>Plant and Equipment</td> <td> <p>The bidder must sign a certificate of undertaking to guarantee the availability of the plant and equipment as per Annexure C</p> <p>Failure to comply to the plant and equipment minimum requirements will result in the bid not evaluated further.</p> </td> <td></td> <td></td> </tr> <tr> <td>Project Team Compilation (Attach proof)</td> <td> <p>Foreman</p> <ul style="list-style-type: none"> With a minimum NQF Level 6 in Civil Engineering and, 3 years of experience in Civil construction. </td> <td></td> <td></td> </tr> </tbody> </table>	ITEM	DESCRIPTION	YES	NO	Company Experience	<ul style="list-style-type: none"> Bidder must submit a minimum of 2 appointment letters with corresponding completion certificates or satisfactory letters indicating experience in sports ground construction. <p>Attach satisfactory letter(s) (As per annexure A and B) or attach appointment letter(s) and corresponding certificate(s) of completion for each project completed.</p> <p>Failure to comply to company experience minimum requirements will result in a bid not evaluated further</p>			Plant and Equipment	<p>The bidder must sign a certificate of undertaking to guarantee the availability of the plant and equipment as per Annexure C</p> <p>Failure to comply to the plant and equipment minimum requirements will result in the bid not evaluated further.</p>			Project Team Compilation (Attach proof)	<p>Foreman</p> <ul style="list-style-type: none"> With a minimum NQF Level 6 in Civil Engineering and, 3 years of experience in Civil construction. 		
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Employer:		Contractor:															
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	of qualification and curriculum vitae for each personnel)	<p>Failure to comply to Foreman requirements will result in the bid not evaluated further.</p> <p>Safety Officer</p> <ul style="list-style-type: none"> • With a minimum NQF Level 5 or higher in Occupational Health and Safety Management and, • 2 years of experience in the construction projects <p>Failure to comply to Safety Officer requirements will result in the bid not evaluated further.</p>	
<p>Potential service providers will have to achieve all the minimum stipulated above qualify for further evaluation for the BID TO APPOINT A SERVICE PROVIDER FOR THE RESURFACING OF SICELo SPORTS GROUND FOR MIDVAAL LOCAL MUNICIPALITY FROM DATE OF APPOINTMENT TO A PERIOD NOT EXCEEDING 30 JUNE 2024</p>			
F.3.13	<p>Tender offers will only be accepted if: N/A</p> <ol style="list-style-type: none"> the tenderer has in his or her possession an original valid Tax Clearance Certificate or has provided a valid Tax Pin Code issued by the South African Revenue Services or has decided to meet outstanding tax obligations. the tenderer is registered with the CIDB with an appropriate category of registration; the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; the tenderer has not: <ol style="list-style-type: none"> abused the Employer's Supply Chain Management System; or failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months; failed to perform on any previous contract and has been given a written notice to this effect; the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process. 		
F.3.18	The number of paper copies of the signed contract to be provided by the Employer is one.		
	Additions		
F.3.20.1	<p>Imbalance in Tendered Rates</p> <p>In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.</p>		

Employer:		Contractor:	
Witness:		Witness:	

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Clause number	Tender Data
	<p>The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.</p> <p>Should the Tenderer fail to amend the Tender in a manner acceptable to the Employer, the Employer may reject the Tender.</p>
F3.20.2	<p>Invalid Tenders Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:</p> <ol style="list-style-type: none"> if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1 Form of Offer and Acceptance); if the tender is not completed in non-erasable ink; if the offer has not been signed; if the offer is signed, but the name of the tenderer is not stated or is indecipherable. if the tenderer has failed to submit supporting documentation for the evaluation of quality.
F3.20.3	<p>Negotiations with Preferred Tenderers The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderer provided that such negotiation:</p> <ol style="list-style-type: none"> does not allow any preferred tenderer a second or unfair opportunity; is not to the detriment of any other tenderer; and does not lead to a higher price than the tender as submitted. Minutes of any such negotiations shall be kept for record purposes.
F3.20.4	<p>General Supply Chain Management Conditions Applicable to Tenders The Supply Chain Management Policy is available from Midvaal Local Municipality's website.</p>
F3.20.5	<p>UIF The Tenderer shall submit to the Employer a letter from the Department of Labour indicating his/her good standing with regard to UIF payments upon being requested to do so.</p>

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	TI	T2	C1	C2	C3	C4

T1.2.3 AWARD STRATEGY

Bidders who comply with all the minimum requirements will be evaluated further for price and specific goals. The objective of Midvaal Local Municipality is to appoint 1(one) contractor whereby the highest procurement scorer will be appointed for the **BID TO APPOINT A SERVICE PROVIDER FOR THE RESURFACING OF SICELO SPORTS GROUND FOR MIDVAAL LOCAL MUNICIPALITY FROM DATE OF APPOINTMENT TO A PERIOD NOT EXCEEDING 30 JUNE 2024**. The Council reserves the right to accept any bid or part thereof and does not bind itself to accept the lowest or any bid.



Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
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ANNEXURE: STANDARD CONDITIONS OF TENDER

As published in Annexure F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;

Employer:		Contractor:	
Witness:		Witness:	

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Tendering Procedures

- ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 Communication and employer’s agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published on the cidb as well as on the etender Portal in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

Employer:		Contractor:	
Witness:		Witness:	

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Tendering Procedures

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

Employer:		Contractor:	
Witness:		Witness:	

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Tendering Procedures

F.2.2 Cost of tendering

F2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting:

A compulsory clarification meeting will be held at Sicelo Sports Ground on the 25 April 2024 at 10H00.

Address: 50 Sobukwe Street, Sicelo, Meyerton

Coordinates: 26°33'11.88"S, 27°59'10.82"

F.2.8 Seek clarification

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

F.2.9 Insurance

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

Employer:		Contractor:	
Witness:		Witness:	

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Tendering Procedures

F.2.10 Pricing the tender offer

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

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

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

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

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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

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

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

Employer:		Contractor:	
Witness:		Witness:	

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

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

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

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

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

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

F.2.16 Tender offer validity

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

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
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Tendering Procedures

arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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

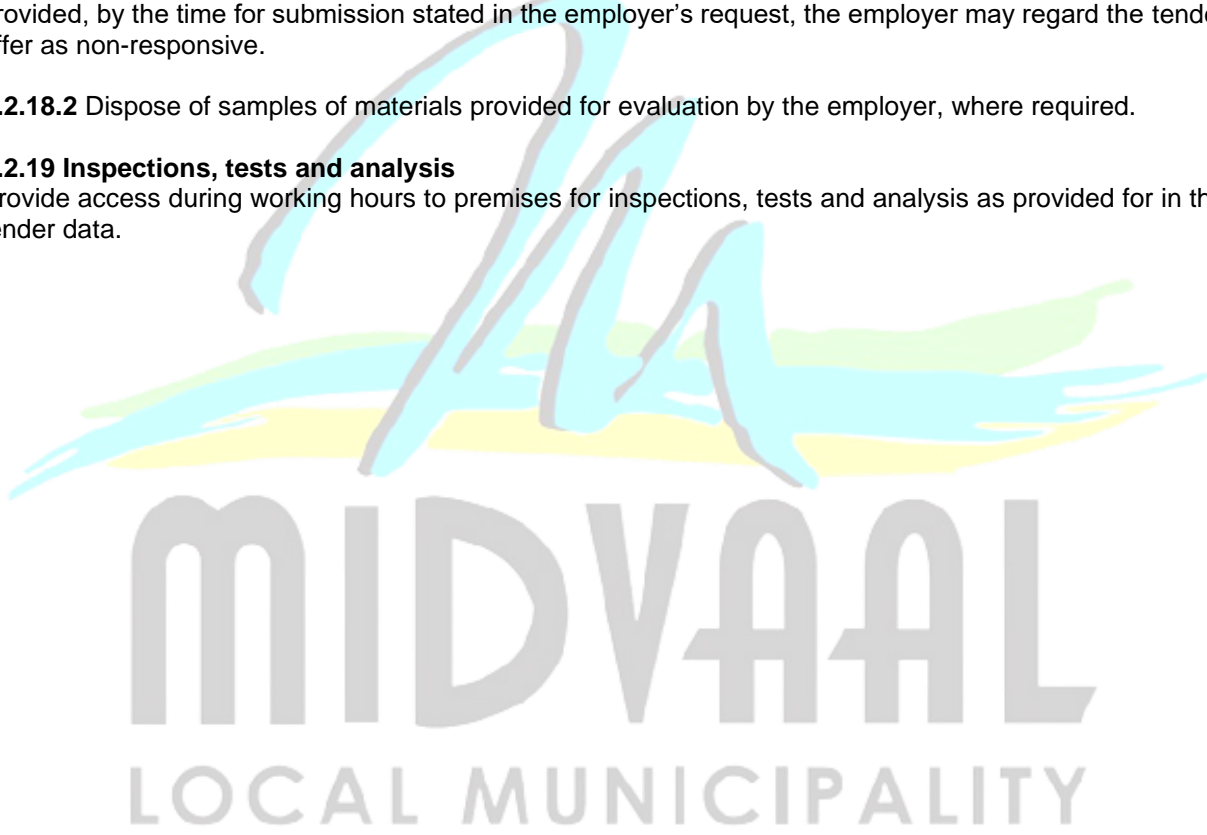
F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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



Employer:		Contractor:	
Witness:		Witness:	

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Returnable Documents

F.2.20 Submit securities, bonds and policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

Employer:		Contractor	
Witness:		Witness:	

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Part	T1	T2	C1	C2	C3	C4	

Returnable Documents

F.3.3 Return late tender offer

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

F.3.4 Opening of tender submissions

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

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBEE status level and time for completion for the main tender offer only.

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

LOCAL MUNICIPALITY

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2					
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Returnable Documents

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F3.9.2 The employer must correct the arithmetical errors in the following manner:

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

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

F.3.10 Clarification of a tender offer

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

Employer:		Contractor:	
Witness:		Witness:	

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F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price/Achieve all minimum requirements
- 2) Score points for BBBEE contribution/Specific goals
- 3) Add the points scored for price and Specific Goals.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum requirements for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum requirements for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum requirements for functionality must be evaluated further in terms of the preference points system as described the preferential procurement regulations 2017

F.3.11.4 Scoring points functionality

Achieve all minimum criteria and sub criteria for quality in accordance with the provisions of the Tender Data. Only tenderers achieving the minimum requirements as described will proceed to further evaluation, ie Price and Preference

F3.11.5 Scoring points for Price

All eligible tenders will be allocated points for price as per the point scoring system described in the preferential procurement regulations, 2017 with the lowest priced tender scoring the highest and the remaining tenders scoring lower as determined through the calculation based on the formula provided.

F3.11.6 Scoring points preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Points for Preference points will only be allocated upon submission of a valid and certified BBBEE Scorecard

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

Employer:		Contractor:	
Witness:		Witness:	

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- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

F3.19 Transparency in the procurement process

F3.19.1 The CIDB prescripts require that tenders must be advertised and be registered on the CIDB Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

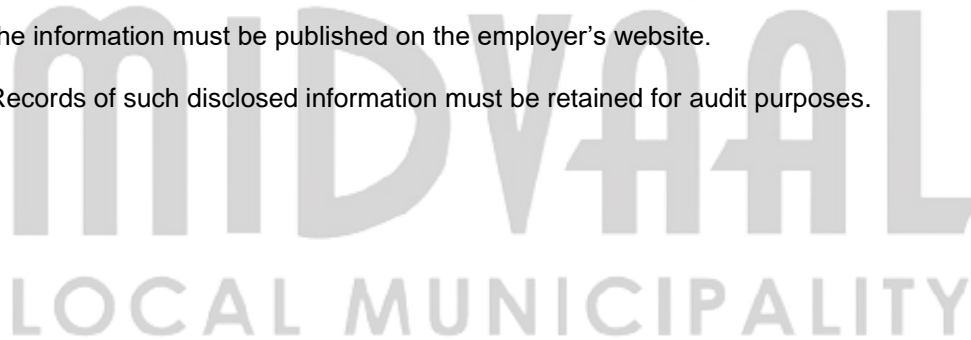
- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

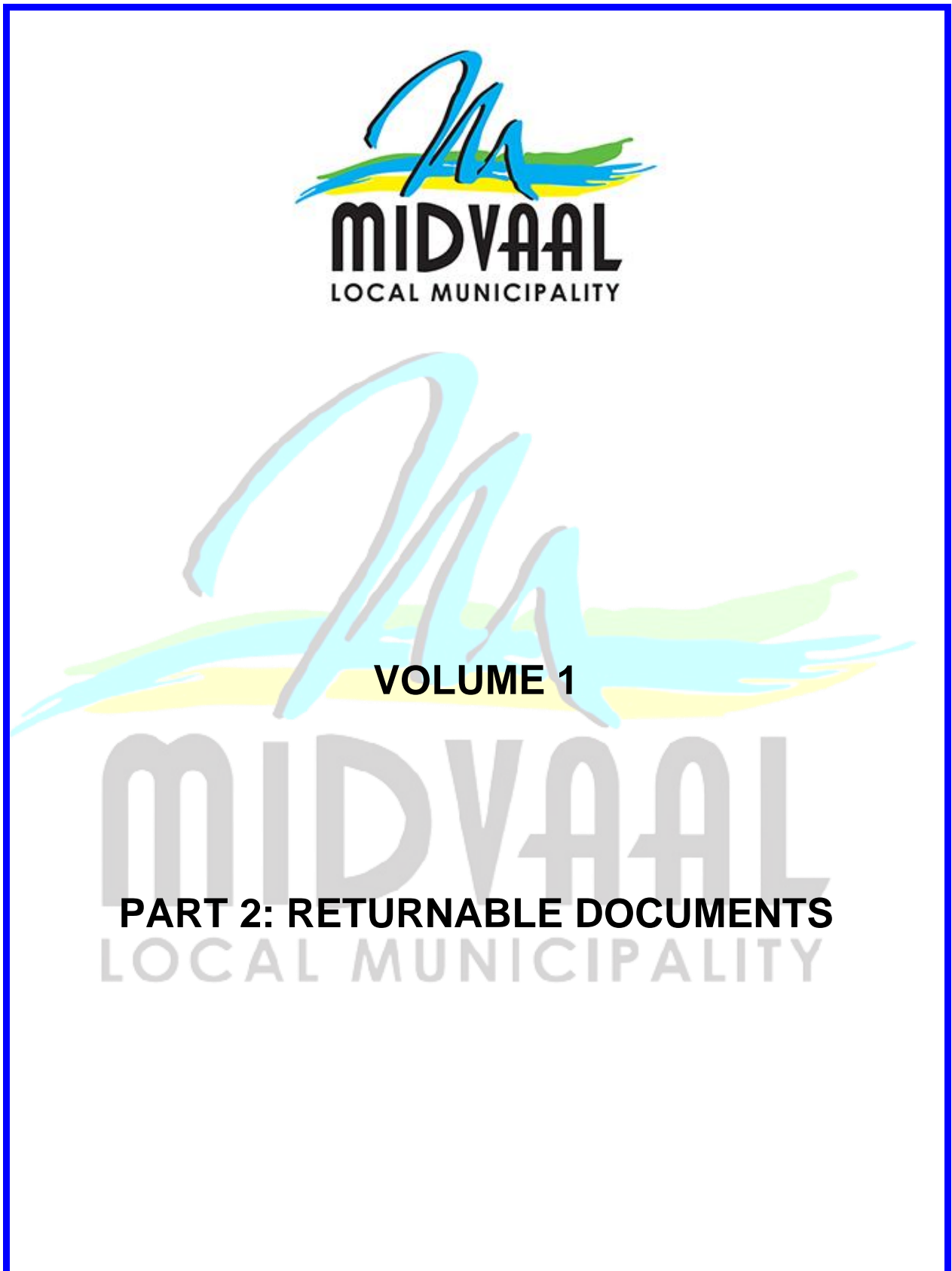
F 3.19.8 Records of such disclosed information must be retained for audit purposes.



Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents



Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

T2.1.1 Documents incorporated in this tender document that must be completed and signed by all tenders

T2.2.1	Authority to Sign Documents
T2.2.2	Letter of Good Standing with Workmen’s Compensation Commissioner
T2.2.3	Clarification Meeting Certificate
T2.2.4	Certificate of Authority for Joint Ventures (only if Tenderer is a JV)
T2.2.5	Schedule of Work Experience of Tenderer
T2.2.6	Reference Letters
T2.2.7	Current and Recent Projects for Midvaal Local Municipality
T2.2.8	Schedule of Subcontractors
T2.2.9	Details of Experience and Cv’s Of Key Personal
T2.2.10	Compulsory Enterprise Questionnaire
T2.2.11	Alterations / Amendments / Qualifications by Tenderer
T2.2.12	Adjudication of Tenders on Points Basis
T2.2.13	Plant and Equipment
T2.2.14	Record of Addenda to Tender Documents
T2.2.15	Size of Enterprise and Current Workload
T2.2.16	Staffing Profile
T2.2.17	Proposed Key Personnel
T2.2.18	Financial Ability to Execute the Project
T2.2.19	Joint Venture Disclosure Form
T2.2.20	Schedule of Proposed Subcontractors Equity
T2.2.21	Declaration of Interest (MBD 4) or Sworn Affidavit
T2.2.22	Declaration of Tenderer’s Past Supply Chain Management Practices (MBD 8)
T2.2.23	Certificate of Independent Tender Determination (MBD 9)
T2.2.24	Form Concerning Fulfilment of The Construction Regulations 20
T2.2.25	General Information (Procurement)
T2.2.26	Specific Goals
T2.2.27	Bidder’s Attachments Checklist
T2.2.28	Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2017 (MBD 6.1)
T2.2.29	Tenderers Financial Standing

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

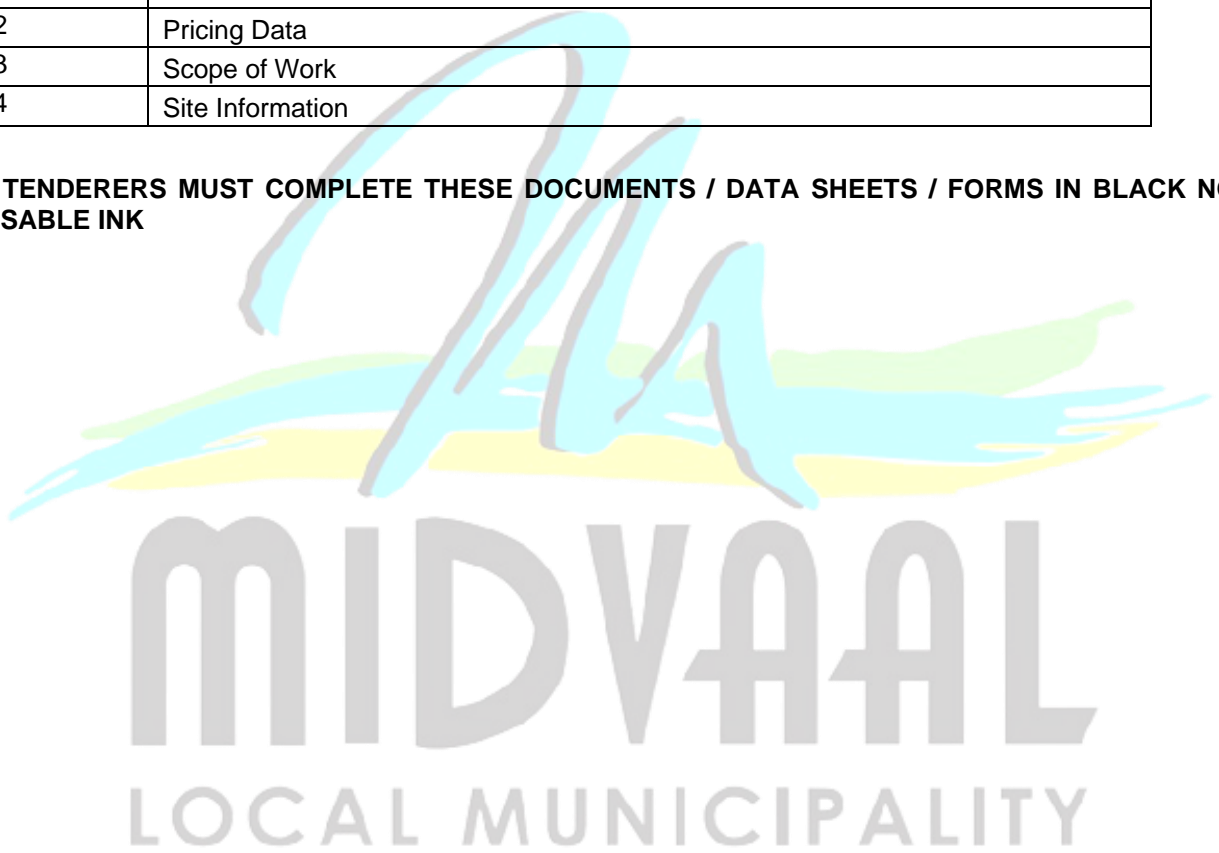
T2.1.2 Additional Documents to be provided by the Tenderer and attached to the tender

T2.2.30	CIDB Contractor Registration Certificate
T2.2.31	Consent And Acknowledgments in Terms of The Protection Of Personal Information Act 2013 (POPI)
T2.2.32	Third Party Authorisation to View Bidder TCS

T2.1.3 Other documents that will be incorporated into the contract

C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.3	Forms and Securities
C2	Pricing Data
C3	Scope of Work
C4	Site Information

NB: TENDERERS MUST COMPLETE THESE DOCUMENTS / DATA SHEETS / FORMS IN BLACK NON-ERASABLE INK



Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

T2.2 RETURNABLE SCHEDULES

T2.2.1 Authority to Sign Document

I/We*, the undersigned, am/are* duly authorised to sign the form of tender on behalf of

.....

by virtue of the Articles of Association/Resolution of the Board of Directors*, of which a certified copy is attached,
or

.....

.....

*Delete whichever is inapplicable

1.	<div style="border: 1px solid black; width: 250px; height: 60px;"></div>	<div style="border: 1px solid black; width: 200px; height: 60px;"></div>	<div style="border: 1px solid black; width: 180px; height: 60px;"></div>
----	--	--	--

NAME

SIGNATURE

DATE

2.	<div style="border: 1px solid black; width: 250px; height: 60px;"></div>	<div style="border: 1px solid black; width: 200px; height: 60px;"></div>	<div style="border: 1px solid black; width: 180px; height: 60px;"></div>
----	--	--	--

NAME

SIGNATURE

DATE

WITNESSES:

1.	<div style="border: 1px solid black; width: 250px; height: 60px;"></div>	<div style="border: 1px solid black; width: 200px; height: 60px;"></div>	<div style="border: 1px solid black; width: 180px; height: 60px;"></div>
----	--	--	--

NAME

SIGNATURE

DATE

2.	<div style="border: 1px solid black; width: 250px; height: 60px;"></div>	<div style="border: 1px solid black; width: 200px; height: 60px;"></div>	<div style="border: 1px solid black; width: 180px; height: 60px;"></div>
----	--	--	--

NAME

SIGNATURE

DATE

Employer:		Contractor:	
Witness:		Witness:	

Volume	<i>I</i>	2				
Part	T1	<i>T2</i>	C1	C2	C3	C4

Returnable Documents

T2.2.2 Letter of Good Standing with Workmen’s Compensation Commissioner



Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

T2.2.3 Clarification Meeting Certificate

This is to certify that I/We*

of (tenderer)

of (address)

Telephone number

Fax number

Email

on (date)

have examined the Site of the Works and its surroundings for which I/we* am/are* submitting this Tender and have, so far as is practicable, familiarised myself/ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my/our* tender.

*Delete whichever is inapplicable

SIGNED BY/ON BEHALF OF TENDERER:

--	--	--

NAME

SIGNATURE

DATE

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

T2.2.4 Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed only if Tenderer is a joint venture.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorise

Mr/Ms, authorised signatory of the company, close corporation or partnership..... acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

Note:

A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this Schedule.

Employer:		Contractor:	
Witness:		Witness:	

Volume	<i>I</i>	2				
Part	T1	<i>T2</i>	C1	C2	C3	C4

Returnable Documents

T2.2.5 Schedule of Work Experience of Tenderer

Tenderers shall insert in the Schedule hereunder details of work successfully carried out by them of a same nature to that for which their tender is submitted.



Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

C1.2.1.1 Construction of Sports Ground

Experience				
Employer (Name, Tel, Fax, Email)	Consulting Engineer (Name, Tel, Fax, Email)	Nature of Work	Value of Work R(M)	Date Completed
Name:				
Tel:				
Fax:				
Email:				
Name:				
Tel:				
Fax:				
Email:				
Name:				
Tel:				
Fax:				
Email:				
Name:				
Tel:				
Fax:				
Email:				
Name:				
Tel:				
Fax:				
Email:				

If there is insufficient space above, the tenderer may append additional sheets.

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

SIGNED BY/ON BEHALF OF TENDERER:

Name

Signature

Date

Employer:		Contractor:	
Witness:		Witness:	

Volume	<i>I</i>	2				
Part	T1	<i>T2</i>	C1	C2	C3	C4

Returnable Documents

T2.2.6 Satisfactory Letters – Construction of Sports Ground (As per Annexure A)



Employer:		Contractor:	
Witness:		Witness:	

Volume	<i>I</i>	2				
Part	T1	<i>T2</i>	C1	C2	C3	C4

Returnable Documents

Satisfactory Letters: – Construction of Sports Ground (As per Annexure B)



Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

Current and Recent Projects for Midvaal Local Municipality

Tenderers must furnish hereunder details of same works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

CURRENT PROJECTS			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE
TOTAL AMOUNT OF PROJECTS CURRENTLY UNDERTAKEN FOR MIDVAAL LOCAL MUNICIPALITY			R

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

T2.2.7 Schedule of Subcontractors

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

SUBCONTRACTORS			
Category/type	Subcontractor Name/Address/Contact Person/Phone/Fax/Details of Organization/Firm/ Experience	Items of work (pay items) to be undertaken by the Subcontractor	Estimated Cost of Work (Rand)
TOTAL (Excluding VAT)			

If there is insufficient space above, the tenderer may append additional sheets.

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

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Engineer.

SIGNED BY/ON BEHALF OF TENDERER:

Name

Signature

Date

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

T2.2.8 Details of Experience and CV's of Key Personnel

Tenderers shall set out in the Schedule hereunder details of the experience of the relevant personnel in work of a same nature to that for which this Tender is submitted. Tender to provide copies of relevant qualifications.

Failure to complete this Schedule may result in the Tender not being considered.

C1.2.1.3 Key Personnel: – Construction of sports ground

FOREMAN				
Name		Qualification		
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed

- With a minimum NQF Level 6 in Civil Engineering and,
- 3 years of experience in Civil construction.



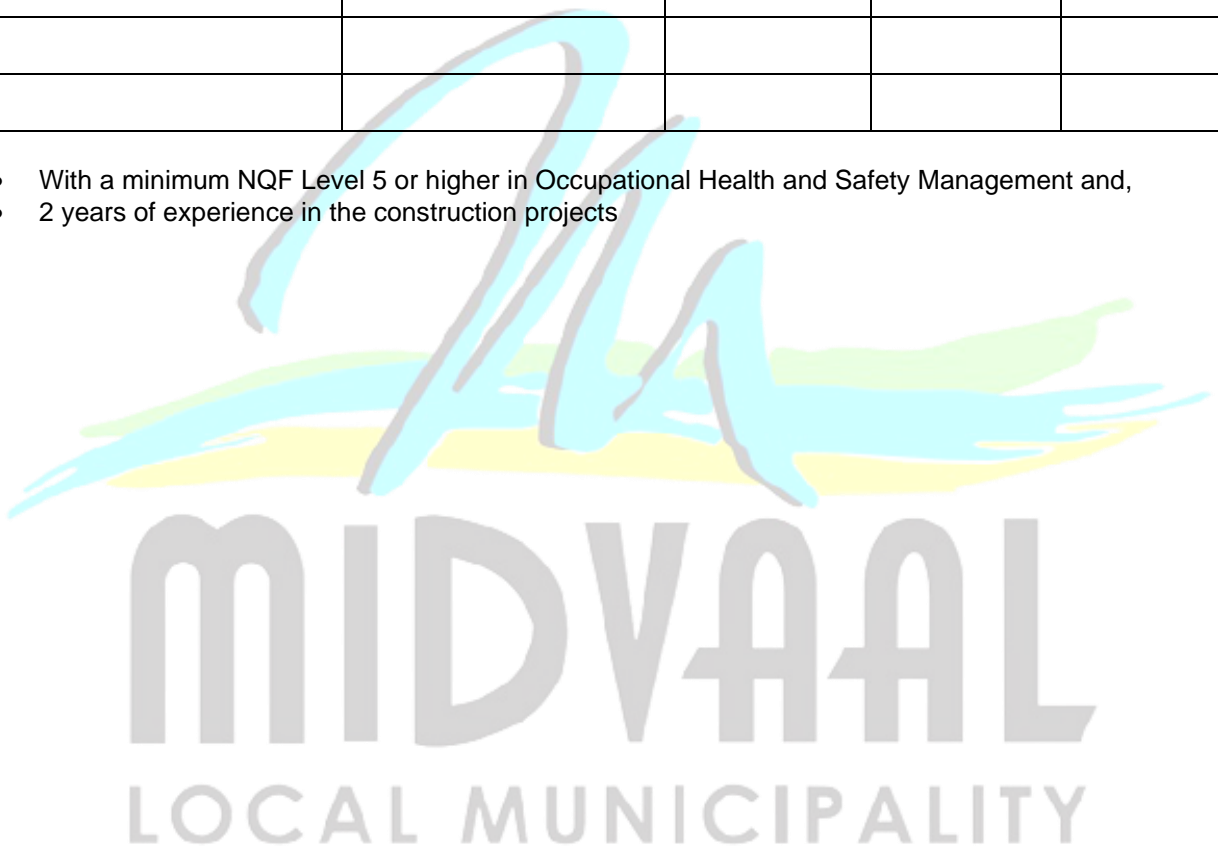
Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

SAFETY OFFICER				
Name		Qualification		
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed

- With a minimum NQF Level 5 or higher in Occupational Health and Safety Management and,
- 2 years of experience in the construction projects



Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

T2.2.9 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

Address 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

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a **X**, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation participating in this tender is currently or has within the last 12 months, been 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:

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



Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

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, within the last 12 months, been 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:

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) authorises 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 neither the name of the enterprise nor 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, 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:

Enterprise Name

Date

Name

Position

Signature

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

T2.2.10 Alterations / Amendments / Qualifications by Tenderer

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

If no deviations or modifications are desired, the Schedule hereunder is to be marked NIL and signed by the Tenderer.

No alternative Tender will be considered unless a Tender free of qualifications and strictly on the basis of the Tender Documents is also submitted.

PAGE/ITEM	CLAUSE/DESCRIPTION

If there is insufficient space above, the tenderer may append additional sheets.

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

SIGNED BY/ON BEHALF OF TENDERER:

Name

Signature

Date

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

T2.2.11 Adjudication of Tenders on Points Basis

Information provided should be as comprehensive as possible as the Tenderer's approach to this subject will be an important criterion in the tender adjudication process. Failure to provide the information could prejudice a tender.

Responsive tenders will be adjudicated on the following basis (see Amended CIDB Conditions of Tender):

Responsive tenders will be evaluated in terms of the Supply Chain Management policy of the Midvaal Local Municipality. The Tender Committees, Tender Evaluation Committee, Tender Adjudication and Accounting Officer will work on the evaluation of the tender. The lowest tender will not necessarily be accepted and the right to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by the Midvaal Local Municipality

The Tender shall be scored on a 80/20 point system where 80 will be for the price and 20 points is in terms of B-BBEE status level of contributor.

The Tender obtaining the highest amount of points will be awarded the Contract unless extenuating circumstances dictate otherwise. Points scored will be rounded off to one decimal place.

In the event of equal points scored, the Tender will be awarded to the Tenderer scoring the highest points for B-BBEE Status.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS

1. GENERAL CONDITIONS

Preference points for this tender shall be awarded for B-BBEE Status verified by an accredited assessor.

THE POINTS FOR THIS TENDER ARE ALLOCATED AS FOLLOWS:

	BREAKDOWN	WEIGHT
1.	Price	80
2.	Specific Goals	20
	Total	100

The points awarded for Preference are based on the B-BBEE status level of contributor is as follows:

B-BBEE status level of contributor	Number of points
1	10
2	8
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

The tenderer shall attach a copy of his B-BBEE certificate to this page as proof of his status level.

Failure on the part of a tenderer to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

The client reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to Preferences, in any manner required by the client.

SIGNED BY/ON BEHALF OF TENDERER:

Name

Signature

Date



Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

T2.2.12 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.

C1.2.1.4 Plant and Equipment: – Construction of Sports Ground

MINIMUM EQUIPMENT OR PLANT FOR THIS CONTRACT SHALL BE

- 890kg Walk Behind Roller x1
- 8(eight) ton Truck x1

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

Quantity	Description	Size	Capacity

Attach additional pages if more space is required.

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

Quantity	Description	Size	Capacity

Attach additional pages if more space is required.

SIGNED BY/ON BEHALF OF TENDERER:

Name

Signature

Date

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

T2.2.13 Record of Addenda to tender documents

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

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

If there is insufficient space above, the tenderer may append additional sheets.

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

SIGNED BY/ON BEHALF OF TENDERER:

Name

Signature

Date

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

T2.2.14 Size of Enterprise and Current Workload

What was your turnover in the previous financial year? R

What is the estimated turnover for your current financial year? R.....

Physical facilities:

Provide information on offices, factories, yards and warehouses occupied by your enterprise (attach details if the space provided is not enough)

Description	Address	Area (m ²)

List your current contracts and obligations:

Description	Value (R)	Start date	Duration	Expected completed date

Do you have the capacity to supply the goods and services described in this tender, should the contract be awarded to you?

Yes No

SIGNED BY/ON BEHALF OF TENDERER:

Name

Signature

Date

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

T2.2.15 Staffing Profile

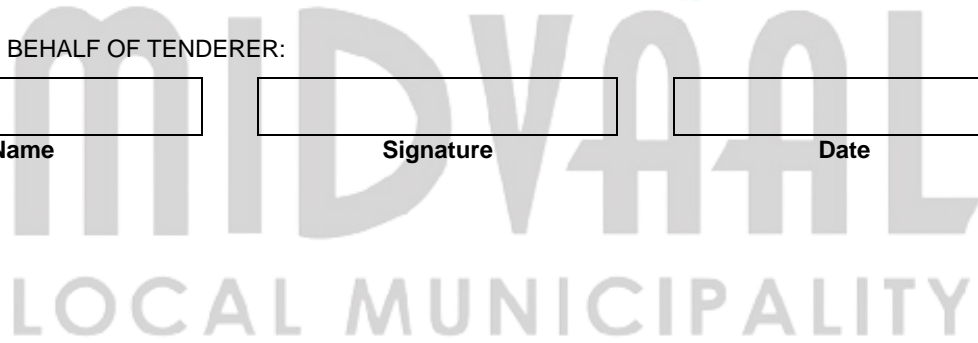
Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Own staff: gender and race	Number of staff

Staff to be employed for the project: gender and race	Number of staff

SIGNED BY/ON BEHALF OF TENDERER:

Name	Signature	Date



Employer:		Contractor:	
Witness:		Witness:	

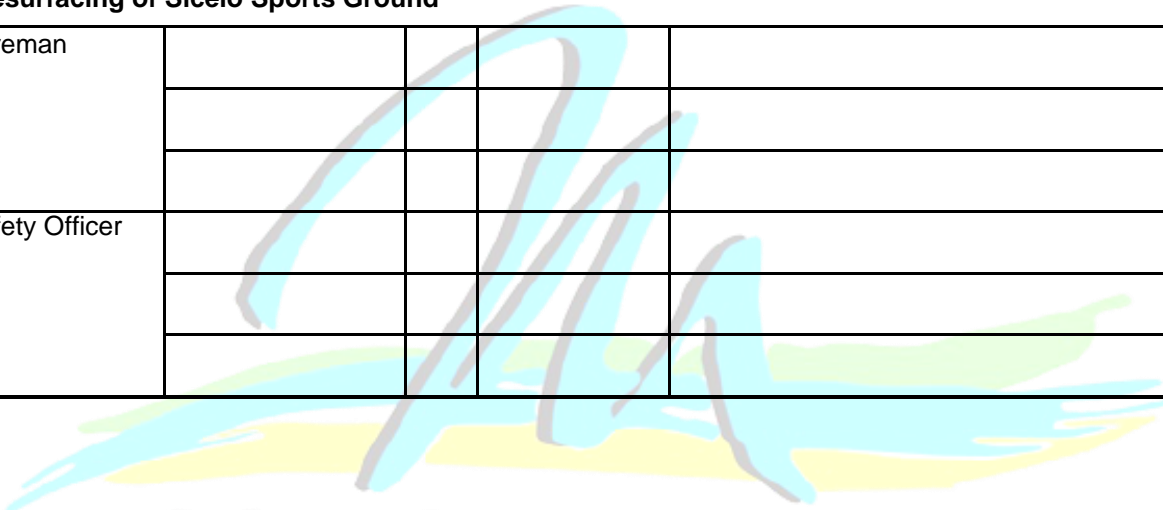
Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

T2.2.16 Proposed Key Personnel

The Tenderer shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the project should his Tender be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

DESIGNATION	NAME OF	NATIONALITY	SUMMARY OF	
	(i) NOMINEE (ii) ALTERNATE		QUALIFICA- TIONS	EXPERIENCE AND PRESENT OCCUPATION
Resurfacing of Sicelo Sports Ground				
Foreman				
Safety Officer				



MIDVAAL
LOCAL MUNICIPALITY

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

T2.2.17 Financial Ability to Execute the Project

Provide details on the surety you will provide if the tender is awarded to you

Which of the following institutions will provide surety?

- Bank registered in terms of the Bank Act 1990 (Act 94 of 1990):
.....
- Insurance Company registered in terms of the Short-Term Insurance Act 1998 (Act 53 of 1998):
.....
- Cash:
- Bank Rating:

Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules to the Employer

Month no	Amount (VAT included)			Cumulative cash flow
	a Received	b Payments made	a – b Net cash flow	
1			D	j=d
2			E	j+e=k
3			F	k+f=l
4			G	l+g=m
5			H	m+h=n
6			Etc.	Etc.
7				
8				
9				
10				
Maximum negative cash flow: Take the largest negative number in the last column and write it in here → → → → → → →				

Notes:

- (i) Value added tax to be included in all amounts
- (ii) Assume payment of certificates within 30 days of approval of certificate

From what sources will you fund the above amount (e.g. Funds internally available, bank overdraft, loan, etc)

SIGNED BY/ON BEHALF OF TENDERER:

Name

Signature

Date

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

T2.2.18 Joint Venture Disclosure Form

GENERAL

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

1. JOINT VENTURE PARTICULARS

- a) Name.....
- b) Postal address.....
.....
.....
- c) Physical address.....
.....
.....
- d) Telephone.....
- e) Fax.....

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax.....

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

.....

2.2(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax.....

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

.....

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

MIDVAAL
LOCAL MUNICIPALITY

Employer:		Contractor:	
Witness:		Witness:	

Volume	<u>I</u>	2				
Part	T1	<u>T2</u>	C1	C2	C3	C4

Returnable Documents

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm

Postal Address.....

Physical Address

Telephone.....

Fax.....

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

.....

3.2(a) Name of Firm

.....

Postal Address.....

Physical Address

Telephone.....

Fax.....

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

.....

3.3(a) Name of Firm

Postal Address.....

Physical Address

Telephone

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

Fax.....

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

.....

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

.....

.....

.....

5. OWNERSHIP OF THE JOINT VENTURE

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

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

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

i) Profit and loss sharing

ii) Initial capital contribution in Rands

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

iii) Anticipated on-going capital contributions in Rands

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

.....

.....

.....

Employer:		Contractor:	
Witness:		Witness:	

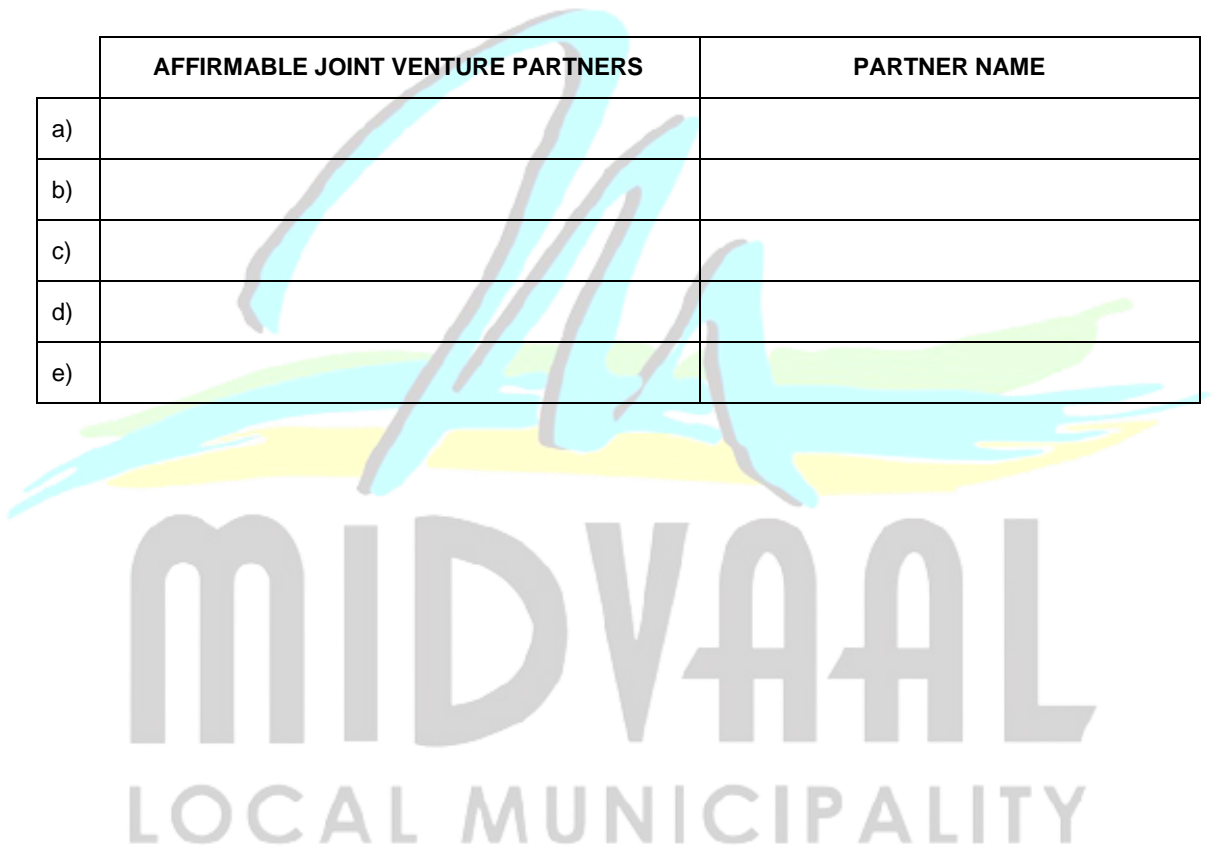
Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

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

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

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



Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

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

- a) Joint Venture cheque signing

.....

.....

.....

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

.....

.....

.....

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

.....

.....

.....

- d) Acquisition of lines of credit

.....

.....

.....

- e) Acquisition of performance bonds

.....

.....

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

- f) Negotiating and signing labour agreements

.....

.....

.....

.....

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

- a) Supervision of field operations

.....



Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

- b) Major purchasing

.....

- c) Estimating

.....

- d) Technical management

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

- a) Identify the "managing partner", if any,

.....

.....

.....

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

.....

.....

.....

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

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner".



Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

10. PERSONNEL

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

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

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

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

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

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

.....

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

.....

.....

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

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

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

.....

.....

.....

.....



Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

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

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

Signature

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

Name

Address

Telephone.....

Date

Signature

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

Name

Address

Telephone.....

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

Date

Signature

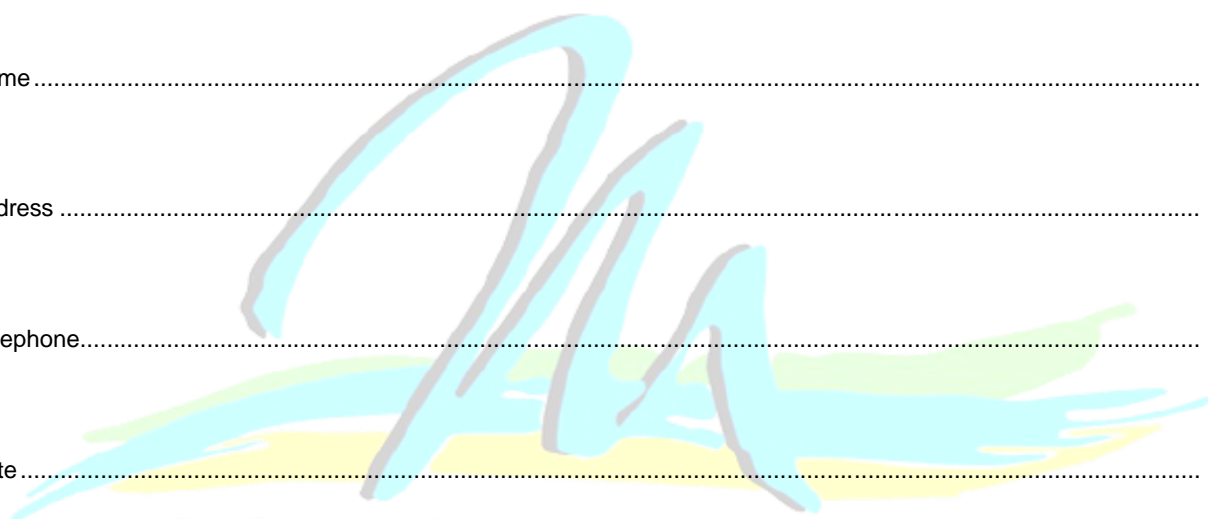
Duly authorised to sign on behalf of.....

Name

Address

Telephone.....

Date.....



MIDVAAL
LOCAL MUNICIPALITY

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

Signature

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

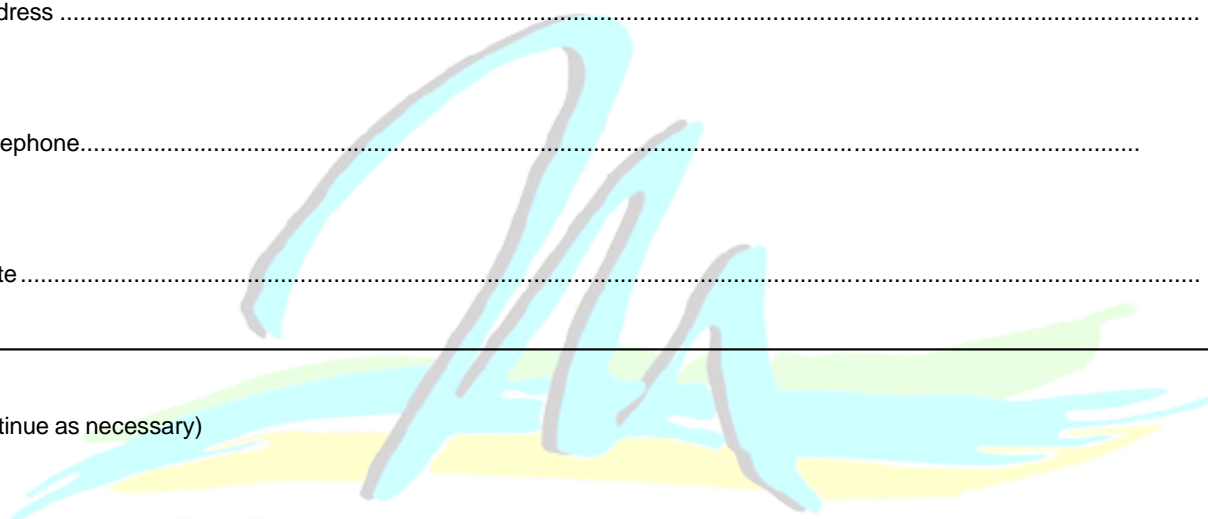
Name

Address

Telephone.....

Date

(Continue as necessary)



MIDVAAAL
LOCAL MUNICIPALITY

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

T2.2.19 Schedule of Proposed Subcontractors Equity

Provide details on all sub-contractors you intend utilising for this contract:

Type of work to be used for	a % of contract	Name of sub-contractor	b % HDI ownership	Female ownership Yes / No	c=a x b/100 Total contribution to HDI ownership
Total % of contract sub-contracted		Total contribution of HDI ownership			

SIGNED BY/ON BEHALF OF TENDERER:

Name	Signature	Date



Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

T2.2.20 Declaration of Interest (MBD4)

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to tender (includes an advertised competitive tender, a limited tender, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the Tenderer or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the Tenderer is employed by the state; and/or
- the legal person on whose behalf the tendering document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the tender(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the tender.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the tender.**

- 2.1. Full Name of Tenderer or his or her representative:
- 2.2. Identity Number:
- 2.3. Position occupied in the Company (director, trustee, shareholder², member):
- 2.4. Registration number of company, enterprise, close corporation, partnership agreement or trust:
- 2.5. Tax Reference Number:
- 2.6. VAT Registration Number:
- 2.6.1. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7. Are you or any person connected with the Tenderer presently employed by the state? **YES / NO**

2.7.1. If so, furnish the following particulars:

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

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

. Position occupied in the state institution:
.....

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

Any other particulars:

.....

.

.....

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.....

.

2.7.2. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES/NO**

2.7.3. If yes, did you attach proof of such authority to the tender document? **YES/NO**

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

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

.....

.

.....

.

.....

.

2.8. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES/NO**

2.8.1. If so, furnish particulars:

.....

.

.....

.

.....

.

2.9. Do you, or any person connected with the Tenderer, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this tender? **YES/NO**

2.9.1. If so, furnish particulars:

.....

.

.....

.

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

2.10. Are you, or any person connected with the Tenderer, aware of any relationship (family, friend, other) between any other Tenderer and any person employed by the state who may be involved with the evaluation and or adjudication of this tender? **YES/NO**



Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

2.10.1. If so, furnish particulars:

.....

.

.....

.

.....

.

2.11. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are tendering for this contract?
YES/NO

2.11.1. If so, furnish particulars:

.....

.

.....

.



Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

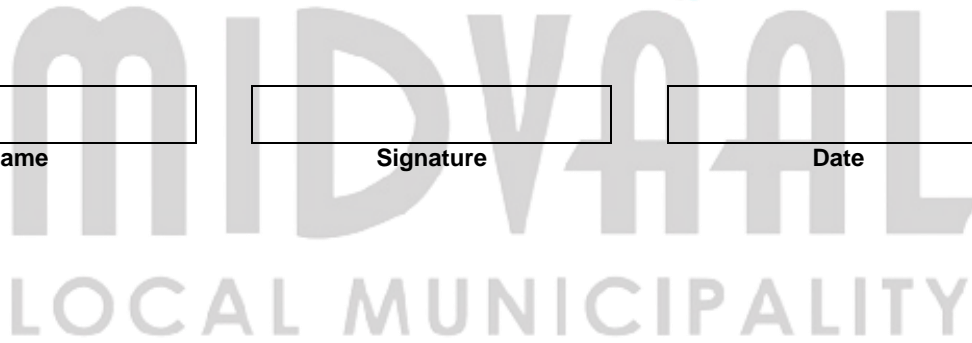
Returnable Documents

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Personnel Number

4. **DECLARATION**
 I, THE UNDERSIGNED (NAME) CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE TENDER OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Name	Signature	Date



Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

T2.2.21 Declaration of Tenderer's Past Supply Chain Management Practices (MBD8)

- 1 This Standard Tendering Document must form part of all tenders invited.
- 2 It serves as a declaration to be used by institutions 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 tender of any Tenderer may be disregarded if that Tenderer, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the tender.**

Item	Question	Yes	No
4.1	Is the Tenderer 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? (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). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.		
4.2.1	If so, furnish particulars:		
4.3	Was the Tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?		
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the Tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		
4.4.1	If so, furnish particulars:		

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

.....

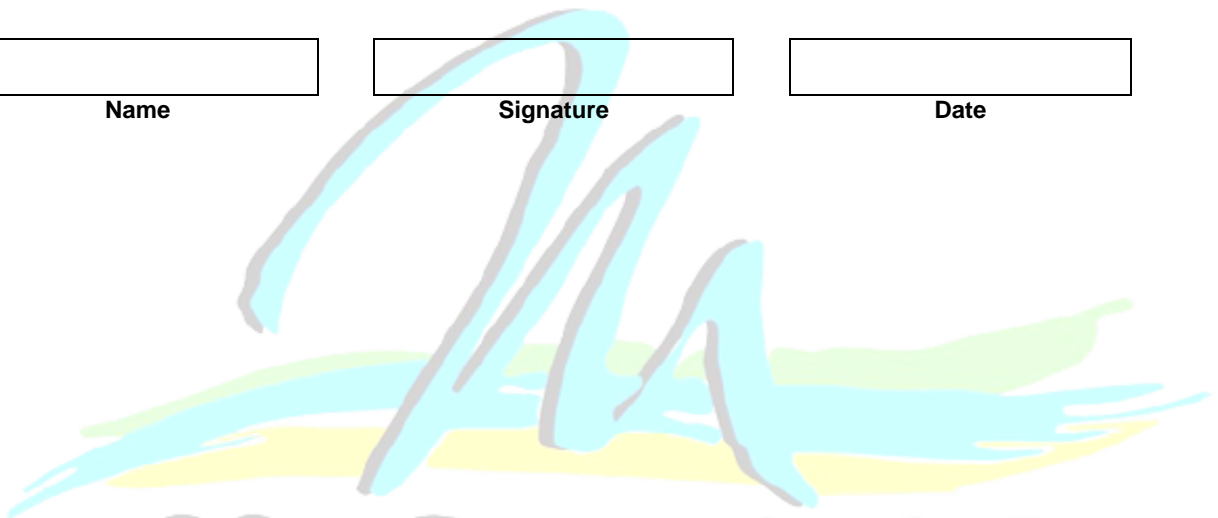
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

Name

Signature

Date



MIDVVAAL

LOCAL MUNICIPALITY

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

T2.2.22 Certificate of Independent Tender Determination (MBD9)

1. This Standard Tender Document must form part of all tenders¹ 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 tendering (or tender rigging).² Collusive tendering 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 tender of any tenderer if that tenderer, 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 tendering 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 tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination (MBD 9) must be completed and submitted with the tender:

¹ Includes price quotations, advertised competitive tenders, limited tenders and proposals.

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



Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

MBD 9

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

_____ (Tender Number and Description)

in response to the invitation for the tender made by:

_____ (Name of Institution)

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)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the Tenderer;
4. 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;
5. 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:
 - (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
 - (c) provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

6. 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 consortium³ will not be construed as collusive tendering.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a 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.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. 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 or of the awarding of the contract.

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

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

Position	Signature	Date

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

T2.2.23 Form Concerning Fulfilment of the Construction Regulations

In terms of regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 18 July 1993 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.

- 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)

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

- Proposed approach 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):
.....
.....
.....
.....

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

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

5. Potential key risks identified and measures for addressing risks:

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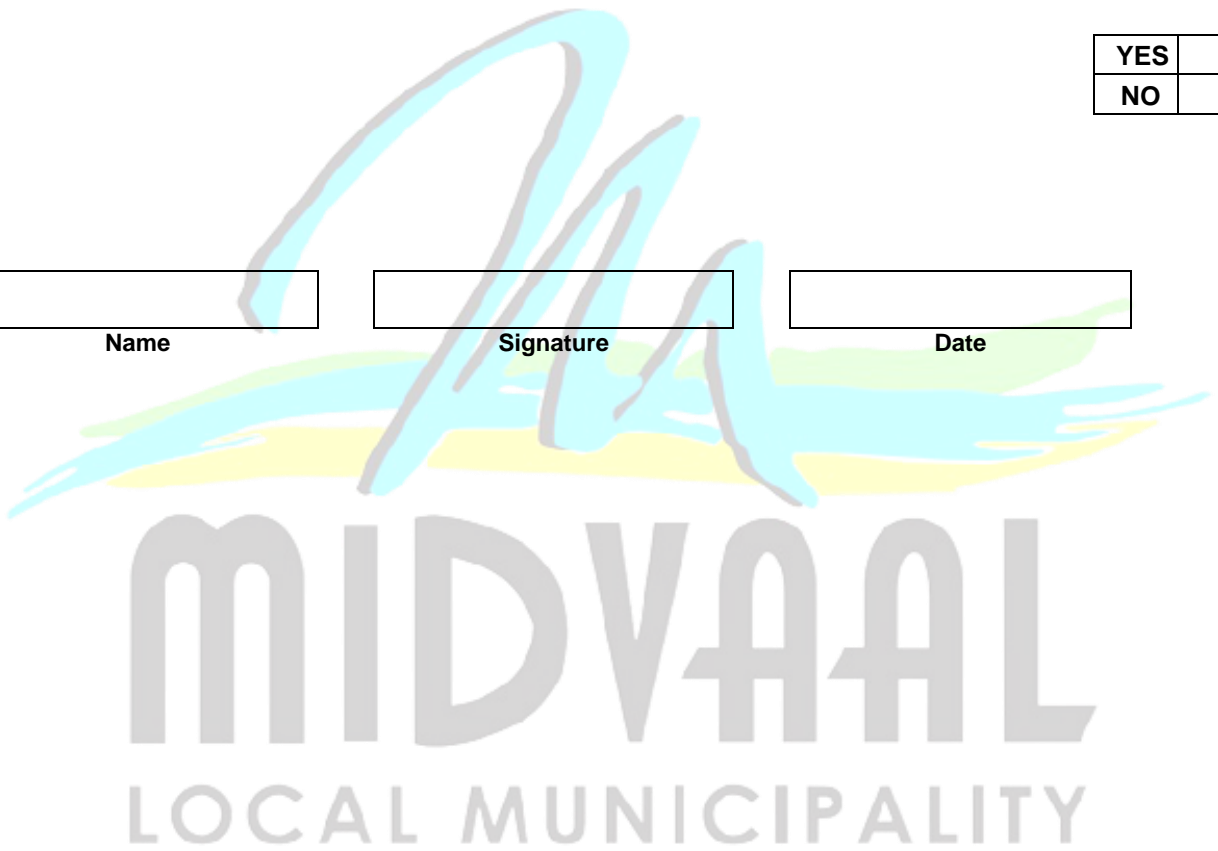
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6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration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

YES	
NO	

Name	Signature	Date



Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

T2.2.24 General Information (Procurement)

- Name of tendering entity:
- Contact details:
 Contact name and number:
 Address of tendering entity:
 Postal code:
 Tel no: () Fax no: ()
 E-mail address:

3. Legal entity: Mark with an X.

Sole proprietor	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Close corporation	<input type="checkbox"/>
Company (Pty) Ltd	<input type="checkbox"/>
Joint venture	<input type="checkbox"/>

In the case of a Joint venture, provide details on joint venture members:

Joint venture member	Type of entity (as defined above)

4. Income tax reference number: **(COMPULSORY)**
 (In the case of a joint venture, provide for all joint venture members)

.....

Employer:		Contractor:	
Witness:		Witness:	

5. VAT registration number **(COMPULSORY)**:
(In the case of a joint venture, provide for all joint venture members)

.....

.....

6. Company or closed corporation registration number **(COMPULSORY)**:
(In the case of a joint venture, provide for all joint venture members)

.....

.....

7. Construction Industry Development Board (CIDB) registration number **(COMPULSORY)**
(In the case of a joint venture, provide for all joint venture members)

.....

.....

8. Municipal rates and taxes or service charges accounts of tendering entities and its directors / members **(COMPULSORY)**
(In the case of a joint venture, provide for all joint venture members)
ATTACH COPIES OF ALL LATEST MUNICIPAL ACCOUNTS (SEE "NOTICE TO TENDERERS: VERY IMPORTANT NOTICE ON DISQUALIFICATIONS" PARAGRAPH No. 13)

9. Details of proprietor, partners, closed corporation members, or company directors, indicating technical qualifications where applicable (Form on the next page).

10. For joint ventures the following must be attached:

- Written authority **of each JV partner**, for authorized signatory.
- The joint venture agreement.

.....

Name

.....

Signature

.....

Date

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

T2.2.25 Specific Goals

1. **Equity Ownership**

List all partners, shareholders or members of tendering entity by name, identity number, citizenship, gender, race, HDI status and ownership. In the case of a JV, complete an Equity ownership for each JV member.

Name and Surname	Position Occupied in Enterprise	Identity Number	Date RSA Citizenship obtained	Gender Male / Female	Race	HDI Status (Yes/No)	Date of Ownership	% Owned by HDIs	% Owned by Women	% Owned by Disabled
TOTAL								A	B	C



Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2					
Part	T1	T2	C1	C2	C3	C4	

Returnable Documents

Note: Where owners are themselves a company or partnership, identify the ownership of the holding firm.

In the case of joint ventures equity ownership for each of the JV members are determined as above, and the combined HDI ownership is then calculated as follows:

Joint venture members	a % Contribution to the JV	b %BBBEE	c = a * b ÷ 100 % BBBEE contribution
Total BBBEE contribution			

A COPY OF A VALID SIGNED JOINT VENTURE AGREEMENT MUST BE ATTACHED TO THE TENDER DOCUMENT. FAILURE TO COMPLY WITH ABOVE-MENTIONED WILL RESULT IN REJECTION OF THIS TENDER



Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

2. SMME Status

Provide details on the following

Sector/Sub-Sector in accordance with the Standard Industrial Classification	
Total Full-time Equivalent of paid Employees	
Total Annual Turnover	
Total Gross Asset Value	
Size or Class (Medium, Small, Very Small,	

NOTE: If all of the above does not adhere to the definition of a single class, use the total Annual Turnover only to decide on the class.

SIGNED BY/ON BEHALF OF TENDERER:

Name	Signature	Date



Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

T2.2.26 BIDDER'S ATTACHMENTS CHECKLIST

ADMINISTRATIVE COMPLIANCE:

DESCRIPTION		BIDDER'S CHECKLIST		
1	Certified copy of the signed resolution by all directors authorising a director/ other official of the company to sign the documents on behalf of the company.	YES	NO	
2	Current Water and Lights / Rates and Taxes obtainable from the local or metropolitan municipality.	YES	NO	
3	In a case of a Joint Venture (JV)/ Consortium, the JV agreement.	YES	NO	
4	Valid B-BBEE certificate or Completed or signed Sworn Affidavit The municipality only considers B-BBEE certificates from SANAS accredited agencies as well as certificates and sworn affidavits from the DTI.	YES	NO	
SPECIFIC GOALS – POINTS CLAIM				
Goal	Weight	Required Proof	Bidder's Checklist	
Local Enterprise (5 Points)	5 Points, if the business operates within the jurisdiction of Midvaal Local Municipality	- Rates and Taxes statement in the name of the business, or that of its director(s); OR	YES NO	
	3 Points, if the business operates outside Midvaal but within the Sedibeng District jurisdiction			
	1 Points, if the business operates outside the Sedibeng jurisdiction	- Confirmation of the company's director(s) ward and voting district as per the IEC (Independent Electoral Commission of South Africa)		
	0 points for non-submission			
Women Owned (must be south African) (5 Points)	5 Point if 100% ownership by Black/Indian/Coloured	ID copies of directors or Company registration documents with shareholder's certificate	YES NO	
	3 Point if atleast 51% ownership by Black/Indian/Coloured			
	1 Point if less than 51% ownership by Black/Indian/Coloured			
	0 point for Non-submission			
B-BBEE Status (10 Points)	Status Contributor	Points	B-BBEE certificate: - issued by the DTIC (The Department of Trade and Industry and Competition) through CIPC; OR - from an accredited institution registered with SANAS; OR - a valid sworn affidavit, as issued by the DTIC	YES NO
	1	10		
	2	8		
	3	6		
	4	5		
	5	4		
	6	3		
	7	2		
8	1			

NB: confirmation of the voting district can be obtained from <https://www.elections.org.za/pw/Voter/Voter-Information>

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

A screenshot of the confirmation will be sufficient.

BIDDER'S AUTHORISED SIGNATORY:

Full Names and Surname:

Signature:



Employer:		Contractor:	
Witness:		Witness:	

Volume	<u>1</u>	2				
Part	T1	<u>T2</u>	C1	C2	C3	C4

T2.2.27 Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017 (MBD6.1)

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 THE 80/20 or 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the

Employer:		Contractor:	
Witness:		Witness:	

Volume	1	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2 If it is unclear whether the 80/20 or 90/10 preference point system applies, the following will apply:—
- (a) an invitation for tender for income-generating contracts, either the 80/20 or 90/10 preference point system will apply and the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, either the 80/20 or 90/10 preference point system will apply and the lowest acceptable tender will be used to determine the applicable preference point system;

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Local Enterprise	N/A	5	N/A	
B-BBEE	N/A	10	N/A	
Woman Enterprise	N/A	5	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm _____

4.4 Company registration number _____

4.5 TYPE OF COMPANY/ FIRM

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

Employer:		Contractor:	
Witness:		Witness:	

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- Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNED BY/ON BEHALF OF TENDERER:

NAME	SIGNATURE	DATE	

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
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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-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-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 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.

SIGNED BY/ON BEHALF OF TENDERER:

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

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WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

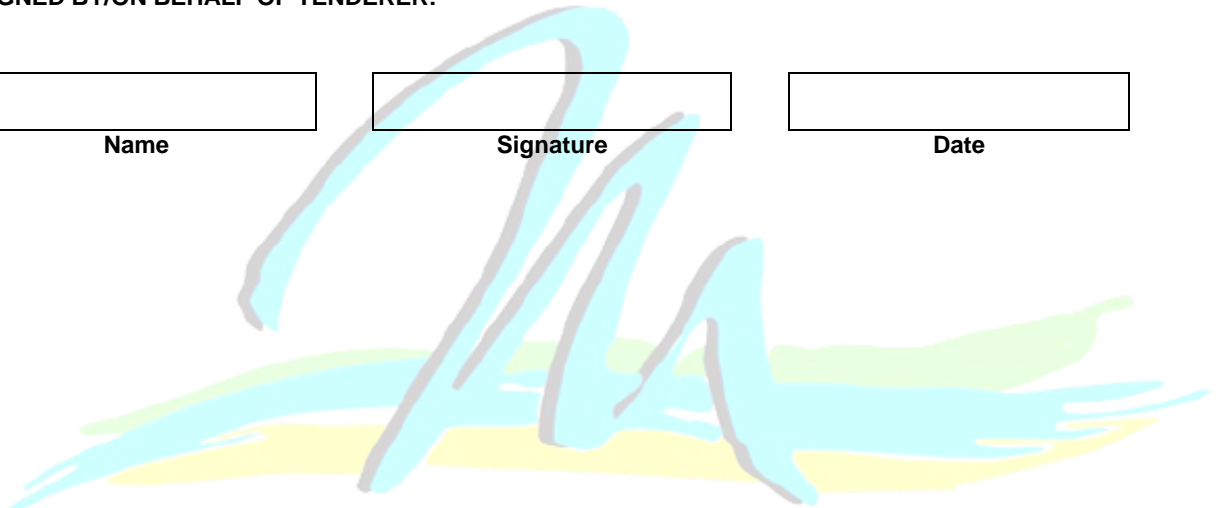
.....

SIGNED BY/ON BEHALF OF TENDERER:

Name

Signature

Date



MIDVAAL
LOCAL MUNICIPALITY

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

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T2.2.28 Tenderers Financial Standing

In terms of Clause F2.1 of the Tender Data the Employer may make inquiries to obtain a bank rating from the Tenderer's bank.

To that end the Tenderer must provide with his Tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount, within the specified time for completion.

Name of account holder:

.....

Name of Bank: Branch:

Account number: Type of account:

Telephone number: Facsimile number:

Name of contact person (at bank): Bank Rating:

Failure to provide either the required bank details or a certified bank rating with his Tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion. As such, his Tender will be ruled as "invalid".

The Employer reserves the right to confirm with the Tenderer's bank that the supplied bank rating has not changed since the submission of the Tender.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

SIGNED BY/ON BEHALF OF TENDERER:

Name

Signature

Date

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
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Returnable Documents

T2.2.29 CIDB Contractor Registration Certificate

A Certificate of Contractor's Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this page.

Where a tenderer satisfies CIDB Contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

Tenderers should have a CIDB Contractor Grading Designation as follows:

3CE or HIGHER



Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
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MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE FOR SUPPLY CHAIN MANAGEMENT PURPOSE

The purpose of this form is to obtain prove that municipal services, rates and taxes of the service provider are **not more than three months in arrears** with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business.

Where bidders are not owners of a property and cannot submit a copy of the municipal account, the following must be completed together with a dually signed lease agreement:

(TO BE COMPLETED BY THE LANDLORD)		
Name of the Landlord:		
Property Physical Address:		
Please tick below	Yes	No
Rental: _____ in arrears for more than 3 months	<input type="checkbox"/>	<input type="checkbox"/>
Municipal services: _____ in arrears for more than 3 months	<input type="checkbox"/>	<input type="checkbox"/>
Landlord Signature:		
Date: _____		
Landlord's business stamp here (where applicable)		

MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE, OR LEASE AGREEMENT MUST BE ATTACHED BEHIND THIS PAGE.

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Returnable Documents

T2.2.30 CONSENT AND ACKNOWLEDGMENTS IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 2013 (POPI)

This section sets out how personal information will be collected, used and protected by Midvaal Local Municipality hereinafter referred to as “MLM”, as required by the Protection of Personal Information Act. The use of the words “the individual” for the purposes of this document shall be a reference to any individual (bidder) communicating with MLM and/or concluding any agreement, registration or application, with the inclusion of each of those individuals referred to or included in terms of such agreement, registration or application.

1. What is personal information?

The personal information that MLM requires relate to names and surnames, birth dates, identity numbers, passport numbers, demographic information, education information, occupation information, health information, addresses, memberships, and personal and work email and contact details.

2. What is the purpose of the collection, use and disclosure (the processing) of personal information?

MLM is legally obligated to collect, use and disclose personal information for the purposes of:

- reporting MLM initiatives to the Gauteng Provincial Treasury and Sedibeng District Municipality;
- reporting to National Treasury all contracts awarded;
- obtaining information related to Tax Compliance information from SARS;
- Verifying information on the National Treasury database of defaulters;
- evaluating and processing applications for registration on the database;
- compiling statistics and other reports;
- providing personalised communications;
- complying with the law; and/or
- for a purpose that is ancillary to the above. Personal information will not be processed for a purpose other than what is identified (the purpose) above without obtaining consent beforehand.

3. How will MLM process personal information?

MLM will only collect personal information for the purpose as stated above. Information will be collected in the following manner:

- directly from the individual;
- from service providers who provided with services or goods to MLM;
- from MLM’s own records relating to previous supply of services or goods; and/or
- from a relevant public or equivalent entity.

4. To whom will personal information be disclosed?

The personal information may be disclosed to other relevant public or other entities on whose behalf we act as intermediaries, other third parties referred to above in relation to the purpose or who are sources of personal information, service providers such as professional bodies who operate across the borders of this country (transborder flow of information) where personal information must be sent in order to provide the information and/or services and/or benefits requested or applied for. In the event of another party/ies acquiring all of or a portion of MLM’s mandate or functions, personal information will be disclosed to that party but they will equally be obliged as we are, to protect personal information in terms of this policy and the law.

5. Consent and Permission to process personal information:

I hereby agree with the policy and provide authorisation to MLM to process the personal information provided for the purpose stated.

- I understand that withholding of or failure to disclose personal information will result in MLM being unable to perform its functions and/or any services or benefits I may require from MLM.
- Where I shared personal information of individuals other than myself with MLM I hereby provide consent on their behalf to the collection, use and disclosure of their personal information in terms of this personal information policy and I warrant that I am authorised to give this consent on their behalf.

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
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- To this end, I indemnify and hold MLM not responsible in respect of any claims by any other person on whose behalf I have consented, against MLM should they claim that I was not so authorised.
- I understand that in terms of POPI and other laws of the country, there are instances where my express consent is not necessary in order to permit the processing of personal information, which may be related to police investigations, litigation or when personal information is publicly available.
- I will not hold MLM responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.

6. Rights regarding the processing of personal information:

- The individual may withdraw consent to the processing of personal information at any time, and should they wish to do so, must provide MLM with reasonable notice to this effect. Please note that withdrawal of consent is still subject to the terms and conditions of any contract that is in place. Should the withdrawal of consent result in the interference of legal obligations, then such withdrawal will only be effective if MLM agrees to same in writing. MLM specifically draws to the attention that the withdrawal of consent may result in it being unable to provide the requested information and/or services and/or financial or other benefits.
- In order to withdraw consent, please contact the Information Officer at Johannesm@midvaal.gov.za
- A copy of the full MLM policy is available at our offices, situated at Head Office, 25 Mitchell Street, Meyerton, 1961, South Africa.
- Individuals are encouraged to ensure that where personal information has changed in any respect to notify MLM so that our records may be updated. MLM will largely rely on the individual to ensure that personal information is correct and accurate.
- The individual has the right to access their personal information that MLM may have in its possession and are entitled to request the identity of which third parties have received and/or processed personal information for the purpose. Please note however, that any request in this regard may be declined if:
 - the information comes under legal privilege in the course of litigation,
 - the disclosure of personal information in the form that it is processed may result in the disclosure of confidential or proprietary information,
 - giving access may cause a third party to refuse to provide similar information to MLM,
 - the information was collected in furtherance of an investigation or legal dispute, instituted or being contemplated,
 - the information as it is disclosed may result in the disclosure of another person's information,
 - the information contains an opinion about another person and that person has not consented, and/or
 - the disclosure is prohibited by law.

7. Requesting access and lodging of complaints:

- Please submit any requests for access to personal information in writing to MLM's information officer.
- With any request for access to personal information, MLM will require the individual to provide personal information in order to verify identification and therefore the right to access the information.
- There may be a reasonable charge for providing copies of the information requested.
- If any request has not been addressed to satisfaction a complaint may be lodged at the office of the Information Regulator.

SIGNED BY/ON BEHALF OF TENDERER:

NAME	SIGNATURE	DATE

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
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Agreement and Contract Data

T2.2.31 THIRD PARTY AUTHORISATION TO VIEW BIDDER TCS:

To assist with the evaluation process of your bid we require your consent to check your SARS tax compliance via e-filing. Kindly complete the table below authorising MLM to check TCC for tender purposes only.

TCS Details	
Tax payer name	
Trading Name	
Purpose of request	TENDER
Request Reference number	
PIN	
PIN EXPIRY DATE	

Note: Bidders may attach their Tax compliance status printout to the bidding document.

I, _____ in my capacity as _____ duly appointed as authorised signatory holder, hereby grant **Midvaal Local Municipality** permission to check the TCC status of _____ and it is duly understood that the search is for tender purposes only.

NAME AND SURNAME

DESIGNATION

DATE

SIGNATURE

SIGNED BY/ON BEHALF OF TENDERER:

Name

Signature

Date

Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	CI	C2	C3	C4



Employer:		Contractor:	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	CI	C2	C3	C4

C1.1 FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

FORM OF OFFER 1: BID TO APPOINT A SERVICE PROVIDER FOR THE RESURFACING OF SICELo SPORTS GROUND FOR MIDVAAL LOCAL MUNICIPALITY FROM DATE OF APPOINTMENT TO A PERIOD NOT EXCEEDING 30 JUNE 2024

C1.1.1 THE TENDERER IS TO COMPLETE AND SIGN THE FORM OF OFFER

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

8/2/4/225 BID TO APPOINT A SERVICE PROVIDER FOR THE RESURFACING OF SICELo SPORTS GROUND FOR MIDVAAL LOCAL MUNICIPALITY FROM DATE OF APPOINTMENT TO A PERIOD NOT EXCEEDING 30 JUNE 2024

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

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor/Service Provider 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 and Pricing data.

THE OFFERED RATES TO PROVIDE THE WORKS, EXCLUSIVE OF VALUE ADDED TAX, ARE AS SET OUT IN THE PRICING DATA

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

Signature(s)

Name(s)

Capacity

For the Tenderer

(Name and address of organisation)

Name and signature of witness

Date

Employer:		Contractor:	
Witness:		Witness:	

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FORM OF ACCEPTANCE: BID TO APPOINT A SERVICE PROVIDER FOR THE RESURFACING OF SICELO SPORTS GROUND FOR MIDVAAL LOCAL MUNICIPALITY FROM DATE OF APPOINTMENT TO A PERIOD NOT EXCEEDING 30 JUNE 2024

C1.1.2 THE EMPLOYER IS TO COMPLETE AND SIGN THE FORM OF ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, **the Employer** identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

- Part 1 Agreement and Contract Data, (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site Information
- Part 5 Drawings

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

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

The Tenderer shall within 28 days 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 Contact 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 of this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

FOR EMPLOYER OFFICIAL USE ONLY

Signature(s)

Name(s)

Capacity

For the Employer

(Name and address of organisation)

Name and signature of witness

Date _____

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C1.1.3 SCHEDULE OF DEVIATIONS: RESURFACING OF SICELO SPORTS GROUND

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; and
4. Any change or addition to the tender documents arising from the above arrangements and recorded here shall also be incorporated into the final draft of the Contract.

1 **Subject** _____
 Details _____

2 **Subject** _____
 Details _____

3 **Subject** _____
 Details _____

4 **Subject** _____
 Details _____

5 **Subject** _____
 Details _____

6 **Subject** _____
 Details _____

7 **Subject** _____
 Details _____

8 **Subject** _____
 Details _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during the 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 and

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signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

**For the Tenderer:
Signature(s)**

Name(s)

Capacity

(Name and address of organisation)

**Name and
signature of
witness**

Date _____

**For the Employer:
Signature(s)**

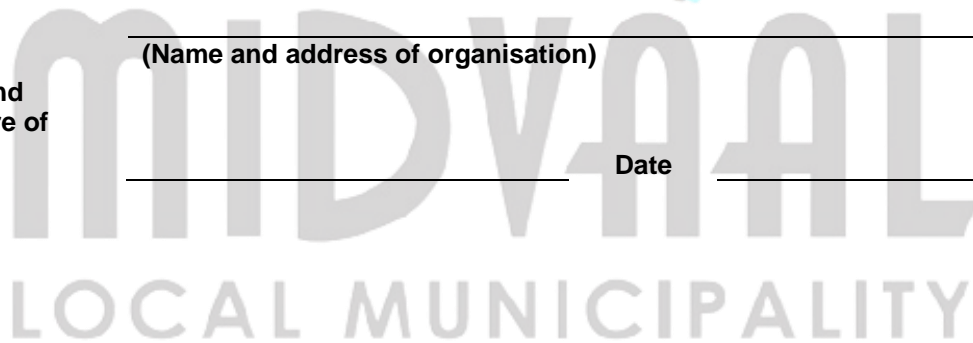
Name(s)

Capacity

(Name and address of organisation)

**Name and
signature of
witness**

Date _____



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C1.2 CONTRACT DATA

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

Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Telephone number: 011-805 5947)

C1.2.1 PART 1: DATA PROVIDED BY THE EMPLOYER

GCC Clause	Information
1.1.15	The name of the Employer is Midvaal Local Municipality
1.2.1	The address of the Employer is: Address Tel: 016 360 5812 25 Mitchell Street, Fax: 086 502 0523 Meyerton, 1961 Email: tenders@midvaal.gov.za Midvaal
1.1.16	The name of the Engineer is Assistant Director: Technical Support of Midvaal Local Municipality
1.2.1.2	The address of the Engineer is: Address Tel: 016 360 5806 25 Mitchell Street, Fax: 086 502 0523 Meyerton, 1961 Email: tenders@midvaal.gov.za Midvaal
5.8.1	The special non-working days are All Public Holidays in terms of the Public Holidays Act as amended.
5.8.1	The year end break commences on 16 December until the first working Monday of January of the succeeding year.
6.2.1	Not Applicable
1.1.1.14	<i>Add the following:</i> The time for achieving Practical Completion for the whole of the Works will be issued a per scope allocated.
5.3.1	The documentation required before commencement with works executed are: <ul style="list-style-type: none"> • Health and Safety Plan (Clause 4.3) • Guarantee from Bank or Insurance Company (Clause 6.2) • Insurance of Construction Machinery Plant (Clause 8.6) • Insurance of Motor Vehicle liability (Clause 8.6) • Commissioner of COID (Clause 8.6) • Signed Notification to the Department of labour • Construction Permit where applicable
6.8.2	This Contract Price shall be a FIXED for the duration of the project.
6.8.3	Price adjustments for variations in the costs of special materials are NOT allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%

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GCC Clause	Information
6.10.3	<p>The limit of retention money is 10% of Contract Sum.</p> <p><i>Add the following:</i></p> <p>A 10 percent retention on the total value of the project is applicable under this contract.</p> <p>One half of the 10 percent retention money shall become due and paid to the Contractor upon completion of the works and the remaining 5% will be paid after 12 months from the date of final completion. A guarantee in lieu of retention is not permitted.</p>
10.4.2	Dispute resolution shall be by arbitration if amicable settlement has failed.
10.5.3	The adjudication board shall consist of three members.

C1.2.1.1 Variations

The variations to the General Conditions of Contract are:

GCC Clause	Information
8.6	Notwithstanding anything elsewhere contained in the Contract and without limiting the obligations, liabilities or responsibilities of the Contractor in any way whatsoever (including but not limited to any requirement for the provision by the Contractor of any other insurances) the Employer shall effect and maintain as appropriate in the joint names of the Employer and the Contractor and where relevant Sub-Contractors the following insurances which are subject to the terms, limits, exceptions and conditions of the Policy :
8.6.1.1	<p>Contract Works Insurance – which will provide cover against accidental and physical loss of or damage to the Works, Temporary Works and Materials intended for incorporation in the Works from whatsoever cause arising other than causes set out in Clause 8.3.1</p> <p>for which the Contractor is responsible for the Works in terms of Clause 8.2.1, and</p> <p>for a sum insured which shall, unless otherwise specified in the Contract, be the aggregate of :</p> <p>the Contract Price,</p> <p>a sum to cover the value (specified at the time of delivery to the Contractor) of materials supplied by the Employer for incorporation in the Works and not included in the Contract Price, and</p> <p>N/A</p>
8.6.1.1	
8.6.1.1.1	
8.6.1.1.2	
8.6.1.1.3	
8.6.1.2	Public Liability Insurance which will provide indemnity against legal liability in the event of accidental death of or injury to third party persons and/or loss or damage to third party property arising directly from the execution of the Contract and occurring during the period of Insurance with a limit of indemnity of R2 million in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause.

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GCC Clause	Information
8.6.1.3	Following the introduction of legislation affecting the articles of the South African Special Risks Insurance Association (SASRIA) , insurance cover for loss or damage to the Works caused by any event defined as a risk in terms of the insurance offered by SASRIA, will be provided under a certificate issued by SASRIA.
8.6.1.4	Full details of the Contract Works and Public Liability insurances effected by the Employer may be obtained from the Employer and the Contractor/Subcontractors are deemed to be aware of the terms, exclusions and conditions of these insurances.
8.6.1.5	The Employer shall pay the premium in connection with the insurances effected by the Employer in 8.6.1.1, 8.6.1.2 and 8.6.1.3 above.
8.6.2	The Employer/Contractor/Sub-contractors and/or any other party who obtains indemnity under the policies effected under 35.1.1, 35.1.2 and 35.1.3 above shall become liable for the deductibles (first amount payable) which are applicable in respect of each and every occurrence or series of occurrences attributable to one source or cause giving rise to loss or damage or indemnifiable liability.
8.6.3	In the event of an occurrence which is likely to give rise to a claim under the insurance effected by the Employer, the following procedure shall be adhered to:
8.6.3.1	In addition to any statutory requirements and/or other requirements contained in the Conditions of Contract, the Contractor shall immediately notify the Employer's Insurance Brokers, giving the circumstances, nature and an estimate of the loss or damage.
8.6.3.2	The Contractor shall, when required, complete a claims advice form, available from the Employer's Insurance Brokers, to whom the form shall be returned without delay.
8.6.3.3	The Contractor shall afford all access to the representatives of the Insurers for the purpose of the assessment of any loss or damage.
8.6.3.4	Negotiations on the settlement of claims shall be conducted by the Contractor/Sub-Contractor with the Insurers through the Employer's Insurance Brokers
8.6.4	Any amount which becomes payable to the Contractor or any of his Sub-Contractors as a result of claim under the Contract Works Insurance shall if required by the Employer be paid net of the deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations liabilities or responsibilities in terms of the Contract.
8.6.5	The Contractor shall insure all Constructional Machinery and Plant (including tools, offices and other temporary structures and content) and other items, other than those intended for incorporation into the works, owned, leased or hired brought on to the Site against all risks of physical loss or damage for the period such Plant shall be on the Site to the full value thereof. In respect of Plant brought on to the Site by or on behalf of Sub-Contractors the Contractor shall be deemed to have complied with the provisions of this Sub-Clause by ensuring that such Sub-Contractors have similarly insured such Plant and Machinery. Such insurance shall be effected with an Insurer and in terms approved by the Employer (which approval shall not be unreasonably withheld) and the Contractor shall, when required, submit to the Employer's Insurance Brokers, the policy or policies of insurance and receipts for payment of the current premiums.

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8.6.6	The Contractor and the Sub-contractors shall effect and maintain at their cost insurance under the provision of the Compensation for Occupational Injuries and Diseases Act (COID), 1993 (Act No. 130 of 1993).
8.6.7	The Contractor and the Sub-Contractors shall effect and maintain at their own cost motor vehicle liability insurance with at least indemnification for “balance of third party” risks, including passenger liability with a limit of indemnity of not less than R1million.
8.6.8	The Contractor and the Sub-Contractors shall effect and maintain at their own cost any additional insurance, which they deem necessary to cover damage or loss or injury not insured in terms of the insurance effected by the Employer. Such insurance shall be effected with an Insurer and in terms approved by the Employer (which approval shall not be unreasonably withheld) and the Contractor shall, when required, submit to the Employer’s Insurance Brokers the policy or policies of insurance and the receipts for payment of the current premiums. If the Contract entails manufacture and or assembly of the Works or part thereof on a site other than the Contract site, the Contractor must satisfy the Employer that all materials and equipment intended for incorporation into the Works are adequately insured during manufacture and assembly. If the Employer has an insurable interest in such works during manufacture or assembly, such interest shall be recorded by way of endorsement on the policies concerned. The Contractor shall furnish the appropriate insurance policies to the Employer within 14 days from the Commencement Date.
8.6.9	Submission of the Tender will be construed by the Employer as acceptance by the Contractor that he is satisfied with the insurance effected by the Employer supplemented by any additional insurance which he shall specify in the manner provided for in the Schedule of Assessment.
8.6.10	The Contractor shall give all notices and observe all conditions and requirements imposed by any and all relevant insurance policies which shall be read as being part of the General Conditions of Contract and which shall be binding on the Contractor.
8.6.11	In addition to any statutory obligations, or other requirements contained in the Conditions of Contract, the Contractor shall report in writing to both the Engineer and the Employer’s Insurance Brokers every accident within 48 hours of its occurrence, whether such accident is in respect of damage to persons or property. The report shall contain full details of the accident. The Engineer and/or the Employer’s Insurers shall have the right to make all and any enquiries either on the Site or elsewhere as to the cause and results of any such accident and the Contractor shall give the Engineer and/or the Employer’s Insurers full facilities for carrying out such enquiries.
8.6.12	Negotiations on the settlement of claims under the insurance effected by the Employer shall be conducted by the Contractor/Sub-Contractor with the Insurers through the Employer’s Insurance Brokers.
8.6.13	Any claims against the insurance effected by the Employer shall be subject to the Contractor being responsible for the payment of the amount stated in the Policy as being the Deductible (First Amount Payable) as defined in the Policy.
8.6.14	The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employ of the Contractor or any Sub-Contractor save and except an accident or injury resulting from any act or default of the

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	Employer, its agents or servants and the Contractor shall be deemed to have indemnified and shall keep indemnified the Employer against all such damages and compensation (save and except as aforesaid) and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
8.6.15	The Contractor shall insure in the joint names of the Employer, the Contractor and all Sub-Contractors (whether nominated or otherwise) for an amount of R2million per occurrence against the liability stated in Sub-Clause 35.1.18 with an Insurer approved by the Employer (which approval shall not be unreasonably withheld) and shall continue such insurance during the whole of the time that any persons are employed by him on the Works and shall submit to the Engineer such policy of insurance and the receipt of payment of the current premium. Provided always that in respect of any persons employed by any Sub-Contractor, the Contractor's obligation to insure as aforesaid under this Sub-Clause shall be satisfied if the Sub-Contractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy of insurance but the Contractor shall require such Sub-Contractor to produce to the Engineer such policy and the receipt for payment of the current premium.
8.6.16	If the Contractor shall fail to effect and keep in force the insurances referred to in this Clause or for any other insurance which he may be required to effect in terms of the Contract, then and in any such case the Employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer as aforesaid from any monies due or which may become due to the Contractor or recover the same as a debt due from the Contractor.
8.6.17	The Contractor shall ensure that all proposed and appointed sub-contractors are fully aware of the contents of Clause 8.6.14
8.6.1.1.2	The value of the materials supplied by the Employer to be included in the insurance sum is nil.

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C1.2.1.2 Additions

The additional Conditions of Contract are:

GCC Clause	Information
2.4	<p>Ambiguity in documents Add clause 2.4 The Employer or the Contractor shall notify the other as soon as either becomes aware of an ambiguity or inconsistency in or between the documents, which are part of this Contract. Governed by the spirit and intention of the Contract, the Employer shall give a binding instruction resolving the ambiguity or inconsistency.</p>
5.9.1	<p>Instructions and drawings Add clause 5.9.1 5.9.1 Source of instructions The Contractor shall neither seek nor accept instructions from any authority external to the Employer, the Engineer or their authorized representatives in connection with the performance of his services under this Contract. The Contractor shall refrain from any action which may adversely affect the Employer and shall fulfill his commitments with fullest regard for the interest of the Employer.</p>
5.9.1	<p>Instructions and drawings Add clause 5.9.1 5.9.1.1 Instructions The Engineer may issue contract instructions to the Contractor regarding: 5.9.1.2 Alteration to design, quality or quantity of the works provided that such contract instructions shall not substantially change the scope of the works. 5.9.1.3 Rectification of discrepancies, errors in description or omissions in contract documents other than this document. 5.9.1.4 Removal of any materials and goods from the site and the substitution of any other materials and goods therefor. 5.9.1.5 Removal or re-execution of any work. 5.9.1.6 Opening up of work for inspection. 5.9.1.7 Provision and testing of samples of materials and goods, specimens of finished and assemblies of elements of the works. 5.9.1.8 Protection of the works. 5.9.1.9 Making good physical loss and repairing damage to the works. 5.9.1.10 Removal from the site of any party employed on the works. 5.9.1.11 Removal from the site of any persons not engaged on or connected with the works. 5.9.1.12 The appointment of nominated subcontractors, the nominated subcontract amounts and the work to be executed thereunder. 5.9.1.13 Proof of payment to nominated subcontractors. 5.9.1.14 Notices to nominated subcontractors. 5.9.1.15 Prime cost amounts and the purchase of materials and goods included therein. 5.9.1.16 Budgetary allowances and work executed by the contractor thereunder.</p>
5.9.13	<p>Instructions and drawings Add clause 5.9.1 5.9.1.17 Default of Contractor in carrying out Engineer's or his duly authorized representative Instructions In case of default on the part of the Contractor in carrying out an instruction of the Engineer or his duly authorized representative, the Employer shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Employer and may be deducted by the Employer from any monies due or which may become due to the Contractor.</p>

Employer:		Contractor:	
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GCC Clause	Information		
8.6	<p>Insurances Add clause 8.6 35.9 Special Insurances The Contractor shall provide temporary lateral support insurance where the Employer considers that the execution of the works could cause the weakening of or interference with the support of land adjacent to the site and the consequences thereof.</p>		
5.13	<p>Penalties Add clause 5.13 During the Contract Period should the Contractor: 5.13.1.1 Fail to comply with the specifications a) The Employer shall levy a penalty on the Contractor, should the latter fail to perform any ordered Works that complies at minimum with the specification as highlighted per the Scope of Work. b) The value of the penalty shall be determined cumulative as R1,500.00 per day, but not exceeding a total amount of R60,000.00. Should the penalty reach the maximum specified limit the Employer shall reserve the right to: 1) terminate the Contract; 2) perform the Works internally or through another Contractor; and 3) deduct additional costs incurred by the Employer from monies owed to the Contractor or from the Contractor's Guarantee. Additional costs incurred by the Employer shall include all claims from Contract affected parties, claims such as but not be limited to claims from customers, any costs associated with the loss of water, and all costs associated with the procurement of an alternative Contractor.</p> <p>No liability in terms of this clause shall be attached to the Contractor if he can prove to the satisfaction of the Employer that the nature of the failure is due to fire, war, riot, strikes, act of God, lockout, accident or other unforeseen occurrence or circumstances beyond the Contractor's control, provided, however, that in all cases the Contractor has notified the Employer in writing within 24 hours of it first coming to his notice, that delivery shall be delayed or become impossible for the above-mentioned reasons.</p> <p>5.13.1.2 Fail to provide support, management and coordination a) The Employer shall levy a penalty on the Contractor, should the latter fail to provide the undertaken management, coordination and support. b) The value of the penalty shall be determined cumulative as R1,000.00 per day, but not exceeding a total amount of R10,000. Should the penalty reach the maximum specified limit the Employer shall reserve the right to: 1) terminate the Contract; 2) perform the Works internally or through another Contractor; and 3) deduct additional costs incurred by the Employer from monies owed to the Contractor or from the Contractor's Guarantee. Additional costs incurred by the Employer shall include all claims from Contract affected parties, claims such as but not be limited to claims from customers, any costs associated with the loss of water, and all costs associated with the procurement of an alternative Contractor.</p> <p>No liability in terms of this clause shall be attached to the Contractor if he can prove to the satisfaction of the Employer that the nature of the failure is due to fire, war, riot, strikes, act of God, lockout, accident or other unforeseen occurrence or</p>		
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	<p>circumstances beyond the Contractor's control, provided, however, that in all cases the Contractor has notified the Employer in writing within 24 hours of it first coming to his notice, that delivery shall be delayed or become impossible for the above-mentioned reasons.</p> <p>5.13.1.3 Fail to complete a Works Order The Employer shall levy a penalty on the Contractor, should they fail to execute the works order within a 2-month period. The value of the penalty shall be determined cumulative as R1,000.00 per day, but not exceeding a total amount of R50,000. Should the penalty reach the maximum specified limit the Employer shall reserve the right to:</p> <ol style="list-style-type: none"> 1) terminate the Contract; 2) perform the Works internally or through another Contractor; and 3) deduct additional costs incurred by the Employer from monies owed to the Contractor or from the Contractor's Guarantee. Additional costs incurred by the Employer shall include all claims from Contract affected parties, claims such as but not be limited to claims from customers, any costs associated with the loss of water, and all costs associated with the procurement of an alternative Contractor. <p>No liability in terms of this clause shall be attached to the Contractor if he can prove to the satisfaction of the Employer that the nature of the failure is due to fire, war, riot, strikes, act of God, lockout, accident or other unforeseen occurrence or circumstances beyond the Contractor's control, provided, however, that in all cases the Contractor has notified the Employer in writing within 24 hours of it first coming to his notice, that delivery shall be delayed or become impossible for the above-mentioned reasons.</p> <p>5.13.1.4 Fail to pay SMME's and Labourers on time The Employer shall levy a penalty on the Contractor, should the latter fail to pay SMME's (subcontractors) or labourers on time as per their contract agreements. The value of the penalty shall be determined cumulative as R1 000.00 per day late, but not exceeding a total amount of R10, 000.00. Should the penalty reach the maximum specified limit the Employer shall reserve the right to:</p> <ol style="list-style-type: none"> 1) terminate the Contract; 2) pay the SMME's or labourers through another Contractor; and 3) deduct additional costs incurred by the Employer from monies owed to the Contractor or from the Contractor's Guarantee. Additional costs incurred by the Employer shall include all claims from Contract affected parties. <p>5.13.1.5 Penalties irreversible The Contractor shall note that all penalties once imposed shall be non-recoverable or reversible, even if the default is remedied.</p>

New	<p>Add clause 11: 11 Confidential nature of documents All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under the Contract shall be the property of the Employer and Engineer, shall be treated as confidential and shall be delivered only to the Engineer or his duly authorized representative on completion of the Works; their contents shall not be made known by the Contractor to any person other than the personnel of the Contractor performing services under this Contract without the prior written consent of the Employer.</p>
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New	<p>Add clause 12: 12 Officials not to benefit The Contractor warrants that no official of the Employer has been or shall be admitted by the Contractor to any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of the Contract.</p>
New	<p>Add clause 13: 13 Prevention of corruption The Employer shall be entitled to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the Contract or any other contract with the Employer or for showing or intending to show favour or disfavour to any person in relation to the Contract or any other contract with the Employer, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other Contract with the Employer.</p>
New	<p>Add clause 14: 14 False claims by the Contractor 14.1 Failure, by the Contractor, to demonstrate or present any feature declared during the procurement stage shall constitute grounds for Contract termination or the market related equivalent price discount, if no market related value is available, the Employer shall give a final ruling on the amount. This shall be at the discretion of the Employer based on the implication of such omission. Should the Contractor refuse to accept the Employer's price, the Contract shall be terminated. 14.2 Any false claims, by the Contractor or his staff (with or without his knowledge), based on Works to be performed or completed shall constitute grounds for Contract termination and result in blacklisting on the Employer's database. 14.3 The Contractor shall note that any of the above shall constitute non-performance on the part of the Contractor, further resulting in him forfeiting his full Contract Guarantee.</p>
New	<p>Add clause 15: In terms of EPWP requirements, the Contractor is to ensure compliance with the following:</p> <ul style="list-style-type: none"> • Provide a certified ID copy (13 digit) for each local labourer (Once off) • Provide a certified and legible contract of employment for each local labourer (Once off) • Provide proof of payment of wages (Monthly) • Provide log sheets / timesheets for each local labourer (Monthly) • Provide proof of UIF deduction & contributions (Monthly) • Provide proof of good standing with COIDA (Monthly)

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	Should the contractor fail to comply with the EPWP requirements, the penalties stipulated above for failure to provide support, management and coordination will apply.
New	<p>Add clause 16: In terms of subcontracting / SMME's requirements, the Contractor is to ensure compliance with the following:</p> <ul style="list-style-type: none"> • Provide a contract agreement indicating the value of the appointment, scope of works and duration of the contract • Provide EPWP required documentation for the subcontractors / SMME's as per Clause 15 <p>Should the contractor fail to comply with the subcontracting / SMME requirements, the penalties stipulated in Penalty clauses above failure to provide support, management and coordination will apply.</p>



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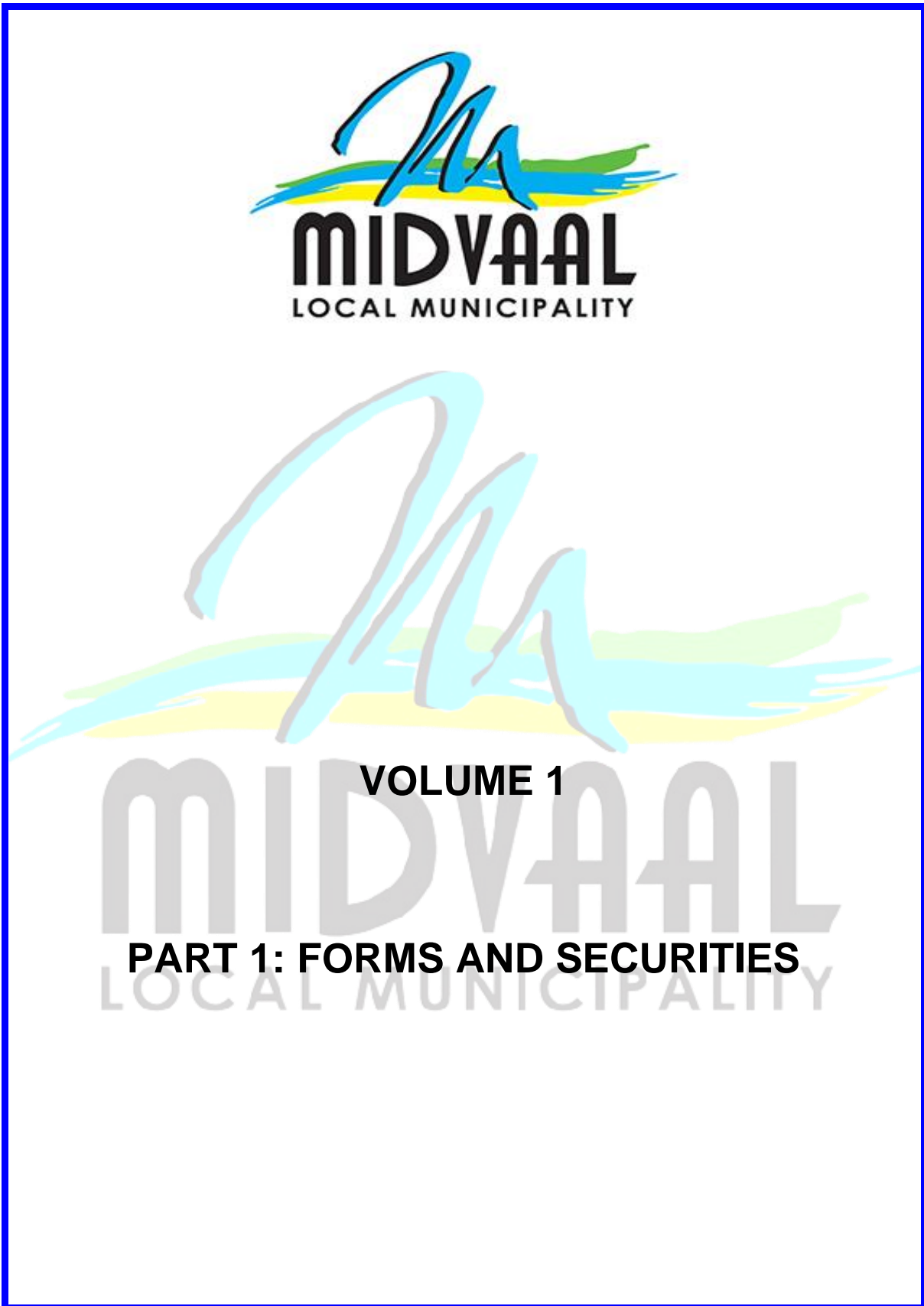
C1.2.2 PART 2: DATA PROVIDED BY THE CONTRACTOR

GCC Clause	Information
Clause 1.1.1.9	The name of the Contractor is
Clause 1.2.1.2	The address of the Contractor is: Physical Postal Tel: Fax: Email:
Clause 6.8.3	The variation in cost of special materials is Type Unit Rate NOT APPLICABLE



Employer:		Contractor:	
Witness:		Witness:	

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VOLUME 1

PART 1: FORMS AND SECURITIES

Employer:		Contractor:	
Witness:		Witness:	

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Employer:		Contractor:	
Witness:		Witness:	

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C1.3 FORMS AND SECURITIES

FORMS FOR COMPLETION BY THE CONTRACTOR

THE FOLLOWING FORMS ARE TO BE COMPLETED BY THE CONTRACTOR AFTER THE TENDER HAS BEEN AWARDED TO THE SUCCESSFUL TENDERER

- a) Form of Guarantee
- b) Agreement in terms of the Occupational Health and Safety Act
- c) Occupational Health and Safety Indemnity Undertaking

The forms will be completed by the Contractor who will be instructed to do so in the Form of Acceptance. The completed forms will become part of the Contract.

The Form of Guarantee is a pro forma document. The Contractor will provide an original document, from a financial institution, with the same text within the time stated in the Contract Data. Only a Bank or approved Insurance Company or Guarantee Corporation is acceptable as Guarantor.



Employer:		Contractor:	
Witness:		Witness:	

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C1.3.1 Form of Guarantee

TO BE PRINTED ON THE OFFICIAL LETTERHEAD OF THE GUARANTOR.

PERFORMANCE GUARANTEE

Contract No. 8/2/4/225

WHEREAS Midvaal Local Municipality (hereinafter referred to as “the Employer” or “beneficiary”) entered into a Contract with

_____ (hereinafter called “the Contactor”)

on the _____ day of _____, 20____, for the construction of

_____ at _____

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

AND WHEREAS _____ has/have at the request of the Contractor, agreed to give such guarantee; NOW THEREFORE WE, _____

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

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which The Employer may take under such Contract, or of any modification, variation, alterations of the completion date which The Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by The Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of _____ (R _____)
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising here from as

Employer:		Contractor:	
Witness:		Witness:	

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IN WITNESS WHEREOF this guarantee has been executed by us at _____
on this _____ day of _____ 20____.

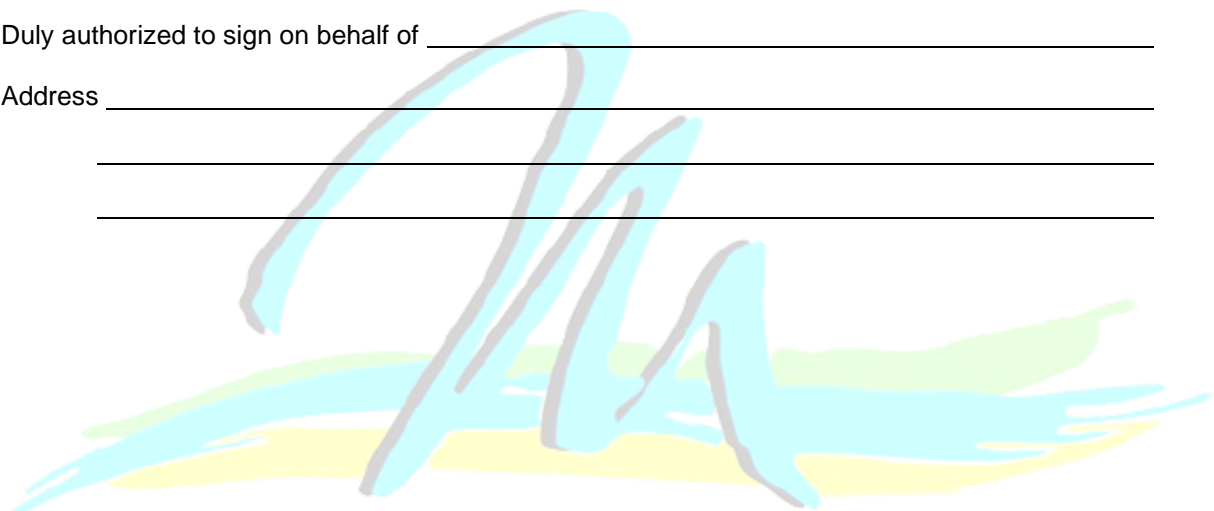
As witnesses:

1. _____ Signature _____

2. _____ Signature _____

Duly authorized to sign on behalf of _____

Address _____



MIDVAAL
LOCAL MUNICIPALITY

Employer:		Contractor:	
Witness:		Witness:	

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C1.3.2 Health and Safety Contract Between Employer and Contractor In Terms of Section 37(2) Of The Occupational Health and Safety Act No 85 Of 1993

Written agreement between Midvaal Local Municipality (hereinafter referred to as “the

Employer) and _____ (hereinafter referred to as “the mandatory”) as envisaged by Section 37(2) of the Occupational Health and Safety Act, No. 85, of 1993 as amended.

I _____ representing

_____ (mandatory) do hereby acknowledge that

_____ (mandatory) is an employer in its own right and shall be regarded as the employer for purposes of the contract work specified in the body of the principal agreement with duties as prescribed in the Occupational Health and Safety Act, No. 85 of 1993 as amended so as to ensure that all work will be performed or machinery and plant used in accordance with the provisions of the said Act. I furthermore agree to comply with the requirements of the Employer as contained in the Occupational Health and Safety Specification included with the principal agreement and to liaise with the employer should I, for whatever reason, be unable to perform in terms of this agreement.

Signed this _____ day of _____ at _____

Signature on behalf of mandatory _____

Signature on behalf of Employer _____

Compensation Fund Registration No. of mandatory _____

Good Standing Certificate : yes no (tick one box)



Employer:		Contractor:	
Witness:		Witness:	

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C1.3.3 Health and Safety Contract: General Information

1. The Occupational Health and Safety Act comprises Sections 1 to 50 and all un-repealed regulations promulgated in terms of the former Machinery and Occupational Safety Act No 6 of 1983 as amended, as well as other regulations which may be promulgated in terms of the OHS Act.
2. 'Mandatory' is defined as including an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or user of plant and machinery
3. Section 37 of the Occupational Health and Safety Act potentially punishes employers (principals) for the unlawful acts or omissions of mandataries (contractors) save where a written agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act by the mandatory.
4. All documents attached or referred to in the above agreement form an integral part of the agreement.
5. To perform in terms of this agreement mandataries must be familiar with the relevant provisions of the Act.
6. Mandataries who utilise the services of their own mandataries (subcontractors) are advised to conclude a similar written agreement.
7. Be advised that this agreement places the onus on the mandatory to contact the Employer in the event of inability to perform as per this agreement. The Employer, however, reserves the right to unilaterally take any steps as may be necessary to enforce this agreement.
8. The contractor shall be responsible for the full and proper implementation of the terms and provisions of the Act and its regulations in the area in which the work is to be undertaken by the Contractor.
9. The Contractor shall be responsible for the well-being, in relation to health and safety, of all persons coming upon or into such area in accordance with that legislation, including the implementation of any directives issued by management of the Employer in this respect.
10. The work to be done is _____
11. The area in which the work is to be conducted is _____
12. The Contractor shall familiarise himself with such area and all risks existing thereon and undertakes to report to the representative of the Employer any hazard or risk to health and safety which arises during the contract work in the area concerned and over which the Contractor may have no control. All necessary and appropriate safety / health equipment shall be issued by the Contractor to all persons working on or coming into the area.

Employer:		Contractor:	
Witness:		Witness:	

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Forms and Securities

C1.3.3.1 Occupational Health and Safety Indemnity Undertaking

I, the undersigned _____
in my capacity as _____
of the firm _____

1.0 hereby undertake to ensure that I/my firm and/or employees and/or subcontractors and/or his employees -

1.1 comply strictly with the provisions of the Occupational Health and Safety Act of 1993 (as amended) and/or the regulations promulgated in terms thereof, with specific reference to section 37(2) of the said act, as well as any relevant legislation, in the course of the performance/execution of any service and/or work in, to or on any of the Employer's buildings, construction sites and/or premises;

1.2 ensure that consultants and/or visitors comply with any instructions and measures relating to occupational health and safety, as prescribed by the Employer; and

1.3 comply strictly with the statutorily prescribed work systems, operational equipment, machinery and occupational health and safety conditions;

2.0 and as an independent employer and contractor, hereby indemnify, in terms of the above undertakings, the Employer -

2.1 in respect of any costs that I/my firm and/or employees and/or subcontractors and their employees may incur of necessity in compliance with the above undertakings; and

2.2 against any claims that may be instituted against the Employer and/or any liability that the Employer may incur, whether instituted and/or caused by me/my firm's employees, agents, consultants, subcontractors and/or their employees and visitors or the Employer's clients or neighbours in respect of any incidents related to my/my firm's activities and as a result of which the occupational health and safety of the persons involved have been detrimentally affected; and

2.3 against similar claims that I, managers or directors of my firm may have against the Employer and any damages for which I, managers or directors of my firm hold the Employer liable.

3.0 My firm's compensation commissioner number is _____ and I confirm that my firm and its subcontractors' fees have been paid up and obligations in respect of the compensation commissioner have been complied with and further that I shall furnish proof thereof in writing on request.

Employer:		Contractor:	
Witness:		Witness:	

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4.0 I hereby confirm that I have the authority to sign this indemnity undertaking and that the Employer is not obliged to confirm such confirmation.

Signed at _____ this _____ day
of _____

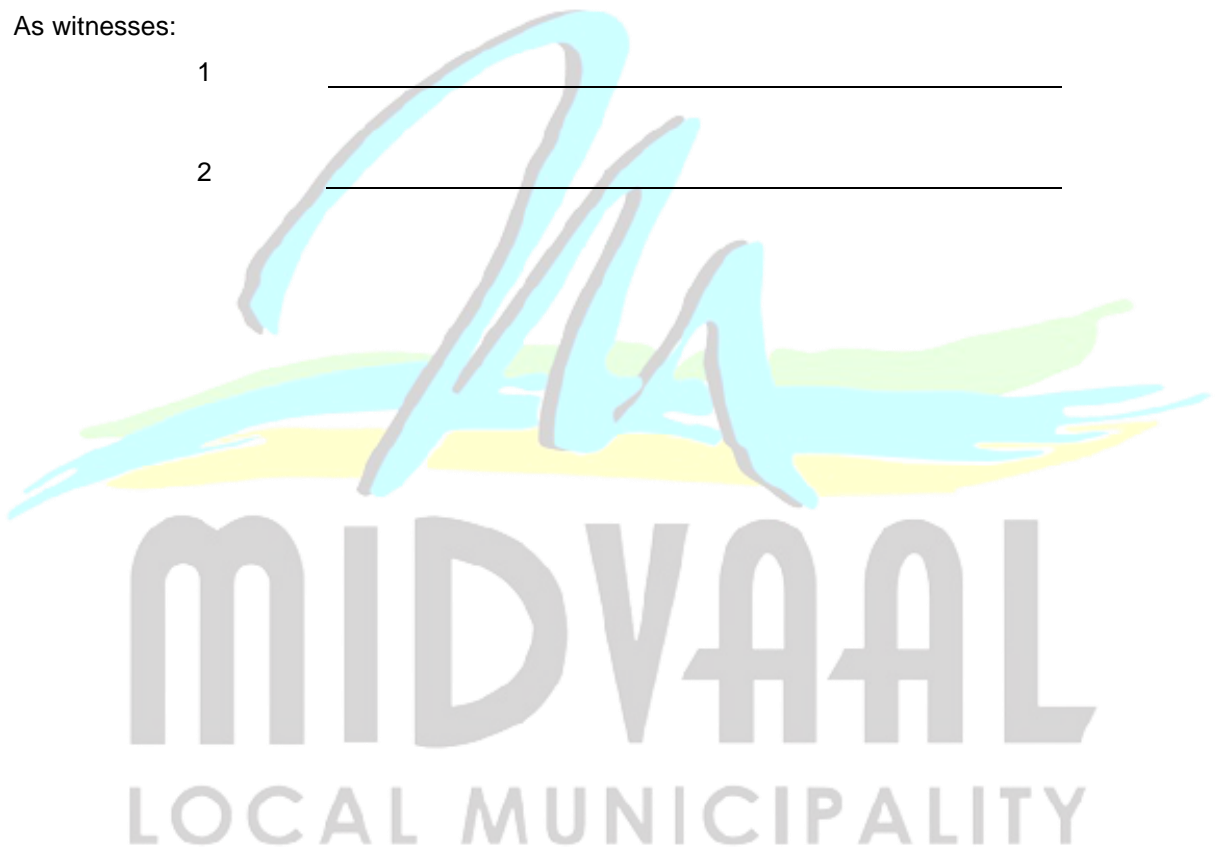
Signature

Capacity

As witnesses:

1 _____

2 _____



Employer:		Contractor:	
Witness:		Witness:	

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Pricing Data



Employer:		Contractor:	
Witness:		Witness:	

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Pricing Data

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Employer:		Contractor:	
Witness:		Witness:	

C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.2.1 GENERAL PREAMBLE TO THE BILL OF QUANTITIES

All items in the Schedule of Rates, except where otherwise specified in Clause 8 of a Standardised Specification or in the Project Specification, shall be measured and shall cover operations as recommended in the standard system of measurement of civil engineering quantities, published under the title "Civil Engineering Quantities", by the South African Institution of Civil Engineering.

The basis and principles of measurement and payment are described in this section (Pricing Instructions) and Clause 8 of each of the Standardised Specifications for Civil Engineering Construction. The applicable SANS 1200 Standardised Specifications are listed in the Scope of Work, Portion 1: Project Specification. Variations and amendments to the Standardised Specifications are contained in the Scope of Work, Portion 2: Variations and Additions to the Standardised Specifications.

Descriptions in the Schedule of Rates are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification or the Scope of Work, conflict with the terms of the Schedule of Rates, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.

The clauses in a specification in which further information regarding the Schedule item may be found are listed in the "Payment Refers" column in the Schedule. The reference clauses indicated are not necessarily the only sources of information in respect of listed items. Further information and specifications may be found elsewhere in the Contract Documents. Standardised Specifications are identified by the letter or letters which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200G.

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

The quantities set out in the Schedule of Rates are the estimated quantities of the Contract Works, but the Contractor shall be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed Works shall be computed from the actual quantities of work done, valued at the relevant unit rates and/or prices. The rates and/or prices to be inserted in the Schedule of Rates are to be the full inclusive prices for the work described under the several items. Such rates and/or prices shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents, as well as overhead charges and profit. Reasonable charges shall be inserted as these shall be used as a basis for assessment of payment for additional work that may have to be carried out. A price or rate is to be entered against each item in the Schedule of Rates, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.

The units of measurement described in the Schedule of Rates are metric units. Alternatives used are as follows :

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m ²	=	square metre	No.	=	number
m ² pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-metre
m ³ km	=	cubic metre-kilometre	P Csum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	percent

MPa = megapascal

kW = kilowatt

For the purpose of this Schedule of Rates, where applicable, 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 COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).
Quantity : The number of units of work for each item.
Rate : The agreed payment per unit of measurement.
Amount : The product of the quantity and the agreed rate for an item.
Lump sum : An agreed amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.

Arithmetical errors in the Schedule of Rates shall be corrected in accordance with Clause F3.9 of the Conditions of Tender. Should there be any discrepancy between rates and/or prices written in the Assessment Schedule and the Schedule of Rates, the latter shall govern.

The Schedule of Rates shall be completed by hand in **BLACK PEN INK**.

C2.2.2 Sufficiency of tender

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the construction of the Works and of the rates and prices, which rates and prices shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the Works.

C2.2.3 Special payment conditions

This clause shall be read in conjunction with the 'Penalties' clause(s). Where the penalty clause shall always receive precedence over this clause, should it be found that duplicative financial corrective measures exist.

C2.2.3.1 Applicability of payment items

All payment items forming part of this Contract shall not apply to ordered Works completed by the Contractor under this Contract, where completed Works:

- were not completed to acceptable quality;
- were not issued by the Engineer;
- are still within the defects and liability period; or
- were not accepted by the Engineer or his duly authorised representative.

C2.2.3.2 Provided previously

The Contractor shall **NOT RE-EXECUTE WORKS** under this Contract where he had executed works for the Employer under a previous contract(s).

The Employer shall at his sole discretion decide to re-execute such works.

C2.2.3.3 Working outside normal hours

The additional costs, if any, to perform works outside normal working hours shall be deemed to have been allowed for in the provided activity pricing rates and/or prices.

C2.2.3.4 Materials and equipment

T1.1.1.4.1 Materials

The Employer shall not provide any materials, as this shall be provided by the Contractor and deemed to have been included in the various provided activity rates and prices.

T1.1.1.4.2 Equipment

The Employer shall not provide any works equipment, as this shall be provided by the Contractor and deemed to have been included in the various provided activity rates and prices.

T1.1.1.4.3 Damage to materials provided by the Employer

Where the Contractor or public damage any materials, provided by the Employer, whilst in the care of the Contractor, he shall immediately report such damage, arrange for the replacement and all replacement costs shall be at his expense.

C2.2.3.5 Permits and way-leaves

All associated costs to obtain permits and way-leaves as required for the execution of the works, where such affect other services, shall be deemed to have been included in the scheduled rates for SANS 1200A or SANS 1200AA or SANS 1200AB where pricing provision for such items have been allowed for in the pricing schedules, alternatively it shall be deemed to be included the various scheduled activity rates or prices provided by the Contractor.

C2.2.3.6 Locating existing service

The cost to locate existing services shall be included in the various works activity pricing rates and/or prices, including any excavations required and the provision and use of service detection personnel and equipment.

C2.2.3.7 Testing

The cost of testing of the ordered Works shall be included the various applicable Works items. In particular those:

- clearly intended by or provided for in the specifications.
- involving testing or tests to ensure that the design of the whole of the Works or any part of the Works is appropriate for the purpose which it was intended to fulfil.

No additional or separate payment for testing shall be entertained by the Employer.

C2.2.3.8 Cost of samples

All samples shall be supplied by the Contractor at his own cost unless the supply thereof is clearly intended in the specifications or Bill of Quantities to be at the cost of the Employer. Payment shall not be made for samples which do not comply with the specifications.

C2.2.3.9 Payment ONLY for works completed

The Contractor shall note that payment shall only be made for Works activities successfully (delivering the end result) executed, complying with the quality requirements and provided to the Engineer or his duly authorized representative.

C2.2.3.10 Payment for the Labour-Intensive Component of the Works

Those parts of the works to be constructed using labour-intensive methods are marked in the bill of quantities with the letters LI either in a separate column or as a prefix or suffix against every item so designated. The works, or parts 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 deviation from the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.

Where minimum labour intensity is specified in the design, the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity targets.

Payment for items which are designated to be constructed 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 works so constructed will not be certified for payment. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

C2.2.3.11 Linkage of Payment for Labour-Intensive Component of Works to Submission of Project Data

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

The following information shall be maintained on site and submitted in electronic/hard copy formats:

- Certified ID copies of all locally employed labour
- Signed Contracts between the employer and the EPWP Participants
- Attendance Registers for the EPWP Participants
- Proof of Payment of EPWP Employees
- Monthly Reporting Template as per EPWP requirements

C2.2.4 Contractual Requirements

Unit: Sum

The first instalment, which is 40% of the sum, will be paid when the Contractor has fulfilled all his obligations to date under this specification, the General Conditions of Contract and the Special Conditions of Contract, and when the value of work certified for payment, excluding materials on site and payments for preliminary and general items, is equal to not less than 5% of the total value of the work listed in the Schedule of Quantities.

The second instalment, which is 40% of the sum, will be paid when the Contractor has fulfilled all his obligations to date under this specification, the General Conditions of Contract and the Special Conditions of Contract, and when the value of work certified for payment, excluding materials on site and payments for preliminary and general items, is equal to not less than 50% of the total value of the work listed in the Schedule of Quantities.

The final payment, which is 20% of the sum, will be made when the works have been certified as completed and the Contractor has fulfilled all his obligations to date under this Specification, the General Conditions of Contract and the Special Conditions of Contract.

C2.2.5 Supervision for Duration of Construction

Unit: Monthly

The sum shall cover the costs of on-site supervision and such local administration as the Contractor considers necessary for the proper completion of the Works (regardless of the number of works orders issued), and shall cover the cost of the salaries, wages and allowances paid to the site agent, general foreman, section foremen (where applicable), site surveyors, timekeepers, assistants and other site supervisory staff, and of transport incurred in connection with such staff.

This rate shall include all works to be completed during shutdown periods, which may include working outside normal working hours.

It should be noted that this rate will only be paid during periods where works orders have been issued and not during periods of no works being executed.

C2.2.6 Occupational Health and safety

No payment shall be applicable where equipment is not provided and services are not rendered in terms of the approved Health and Safety Plan. Additionally, the Contractor shall also be penalised in terms of Clause (30) of the Occupational Health and Safety Act 183 (1993), Construction Regulations (2003).

C2.2.6.1 Compilation of health and safety plan

Unit: Sum

The rate shall include the complete cost for the provision of resources (human and equipment), communication, transportation and travelling, documentation of activities and reporting activities required to compile a Health and Safety Plan. Remuneration shall be a lump sum.

C2.2.6.2 Implementation of health and safety plan

Unit: Sum

The rate shall include the complete cost for the provision of resources (including human and equipment), communication, transportation and travelling, documentation of activities and reporting activities required to fully comply with the implementation and maintenance of the Health and Safety Plan. Remuneration shall be on a monthly basis for services rendered, by dividing the total sum tendered by the construction duration.

C2.2.6.3 Safety officer/s

Unit: Sum

The rate shall include all cost associated with the appointment of the safety officer(s), whose responsibility it is to ensure that all activities required fully comply with the Health and Safety Plan as per the Health and Safety Specifications contained in Volume 2 for the duration of the Contract. The rate shall be on a monthly basis for services rendered, by dividing the total sum tendered by the construction duration.

C2.2.7 EMP implementation and maintenance

Unit: Sum

The rate shall include the complete cost for the provision of resources (human and equipment), communication, transportation and travelling, documentation of activities and reporting activities required to fully comply with the implementation and maintenance of the EMP for the duration of the Contract. Remuneration shall be on a monthly basis for services rendered, by dividing the total sum tendered by the construction duration.

C2.2.8 Additional fittings and specials provision and installation

Unit: P.Sum

On the Engineer's instruction, the Contractor shall be required to provide a quotation for the complete provision of additional fittings and specials not allowed for elsewhere in this document as part of this Contract, based on the minimum specification provided elsewhere in this Contract documentation. A provisional sum is provided here, but the unit of measurement shall be based on the various items required.

C2.2.9 Removal and Temporary Storage

C2.2.9.1 Saw cut, remove and dispose of asphalt, reinforced concrete and unreinforced concrete and stone crush base up to a specified thickness

Unit: m²

The rate shall cover the cost of sawing, cutting, removal, disposal and stone crushing including labour, transportation, commissioning, environmental management, health and safety, and submitting a record of size and location of works for each thickness to the Engineer.

C2.2.9.2 Remove and temporarily store paving block units

Unit: m²

The rate shall include the complete (labour, material, plant, equipment and travelling) cost for the removal, transportation and delivery to the storage area of all removed paving block units of various sizes.

The Engineer or his duly authorised representative shall only approve payment for ordered Works, where the Contractor provides proof that the removed paving block units have been stored in the agreed location.

Where the Contractor fails to return any removed paving block units, on completion of the ordered Works, he shall not be paid for the entire ordered Works at the associated property.

C2.2.9.3 Remove and temporarily store grass sods

Unit: m²

The rate shall include the complete (labour, material, plant, equipment and travelling) cost for the removal, transportation and delivery to the storage area of all removed grass sods.

The Engineer or his duly authorised representative shall only approve payment for ordered Works, where the Contractor provides proof that the removed grass sods have been stored in the agreed location.

Where the Contractor fails to return any removed grass sods, on completion of the ordered Works, he shall not be paid for the entire ordered Works at the associated property.

C2.2.9.4 Remove and temporarily store all types of kerbs

Unit: m²

The rate shall include the complete (labour, material, plant, equipment and travelling) cost for the removal, transportation and delivery to the storage area of all types of kerbs.

The Engineer or his duly authorised representative shall only approve payment for ordered Works, where the Contractor provides proof that the removed kerbs have been stored in the agreed location.

Where the Contractor fails to return any removed kerbs, on completion of the ordered Works, he shall not be paid for the entire ordered Works at the associated property.

C2.2.10 Shore trench opposite structure or service

Unit: m

The rate shall include the complete (labour, qualified operators, material, plant, equipment and travelling) cost of shoring the trenches opposite structures or services as required during construction including commissioning, environmental management, health and safety, and submitting a record of installations to the Engineer.

C2.2.11 Reinstatement of road crossings, including the supply and installation of asphalt for reinstatement of road crossings, 300mm thick**Unit: m²**

The rate shall include the complete (labour, qualified operators, material, plant, equipment and travelling) cost of reinstatement of road crossings including commissioning, environmental management, health and safety, and submitting a record of installations to the Engineer. The rate should also include the complete supply and transportation costs of the asphalt.

C2.2.12 Reinstatements**C2.2.12.1 Reinstatement unreinforced concrete, complete****Unit: m²**

The rate shall include the complete (labour, qualified operators, material, plant, equipment and travelling) cost of reinstatement of unreinforced concrete including commissioning, environmental management, health and safety, and submitting a record of installations to the Engineer. The rate should also include the complete supply and transportation costs of the concrete.

C2.2.12.2 Reinstatement paving block units, complete**Unit: m²**

The rate shall include the complete (labour, qualified operators, material, plant, equipment and travelling) cost of reinstatement of paving block units including commissioning, environmental management, health and safety, and submitting a record of installations to the Engineer. The rate should also include the complete supply and transportation costs of the paving block units.

C2.2.12.3 Reinstatement paving grass sods, complete**Unit: m²**

The rate shall include the complete (labour, qualified operators, material, plant, equipment and travelling) cost of reinstatement of grass sods including commissioning, environmental management, health and safety, and submitting a record of installations to the Engineer. The rate should also include the complete supply and transportation costs of the grass sods.

C2.2.12.4 Reinstatement all types of kerbing, complete**Unit: m**

The rate shall include the complete (labour, qualified operators, material, plant, equipment and travelling) cost of reinstatement of all types of kerbing including commissioning, environmental management, health and safety, and submitting a record of installations to the Engineer. The rate should also include the complete supply and transportation costs of the kerbing.

C2.2.12.5 Top soiling including trimming, filling, top soiling and levelling of verges, removal of debris, rocks etc. using stockpiled material**Unit: m²**

The rate shall include the complete (labour, qualified operators, material, plant, equipment and transport) cost of top soiling including trimming, filling, top soiling and levelling of verges, removal of debris, rocks etc. using stockpiled material.

C2.2.13 Removal and reinstallation of irrigation system:**Unit: m.**

The rate shall cover the cost of removing the existing system, excavations, bedding and blanket and the cost of loading, transporting, and offloading such materials (including gates).

C2.2.14 Supply and installation of topsoil, kikuyu grass, irrigation system:

Unit: m

The rate shall cover the cost of supplying, handling and installation, including labour, transportation, commissioning, environmental management, health and safety, and submitting a record of installations to the Engineer.

C2.2.15 Supply and applying of chemicals

Unit: m

The rate shall cover the cost of supplying, handling of all materials necessary for the projects (i.e. herbicide and fertilizers) including labour, transportation, commissioning, environmental management, health and safety, and submitting a record of installations to the Engineer.



C2.2 SCHEDULE OF RATES

Prices below must include transport and other costs which may be incurred by the supplier. The pricing schedule must be fully completed, failure to do so will result in disqualification.

Only actual measurements will be considered not rounded up to the nearest whole number.

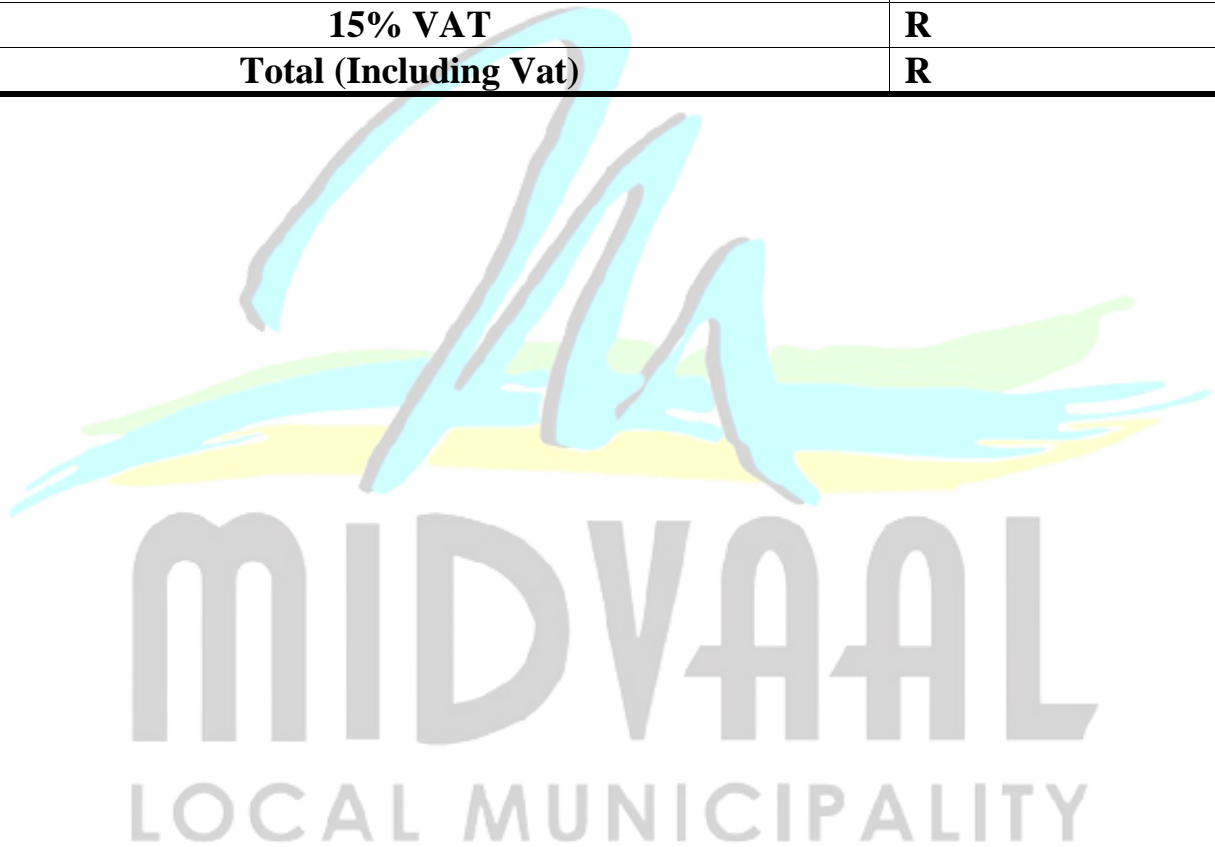


Item No.	Item Description	Unit of measure	Qty estimate	Price (R)	Amount
1	PRELIMINARY AND GENERAL				
1.1	Fixed Charges	Sum	1		
1.2	Time Related Charges	Sum	1		
1.3	CLO Salary and Reimbursement	Month	1	R6 500-00	
1.4	EPWP Salary	Prov Sum	1	R50 000-00	
1.5	PPE for Local Labour	Prov Sum	1	R5 000-00	
1.6	Occupational Health and Safety	Prov Sum	1	R30 000-00	
2.	SURVEYING				
2.1	Cost of Survey in Terms of the Land Survey Act	Prov Sum	1	R100 000-00	
3	SITE CLEARANCE AND EARTHWORKS				
3.1	Site clearance	m ²	8 600		
3.2	Excavate and depose all unwanted material	m ³	1720		
3.3	Import of deficient material, levelling, and compaction	m ³	3440		
3.4	Import of topsoil (150mm thick)	m ³	1500		
4	LAYING OF TURF				
4.1	Supply, delivery, and installation Kikuyu grass	m ²	8 600		
4.2	Rolling of the turf	m ²	8 600		
5.	APPLICATION OF CHEMICALS				
5.1	Supply, delivery, and applying of fertilizers	m ²	8 600		
5.2	Supply, delivery, and applying of pre-emergence herbicide, super phosphate or equivalent	m ²	8 600		
6	IRRIGATION SYSTEM				
6.1	Removal of existing irrigation system	Sum	1		
6.2	Supply, delivery, and installation of a new irrigation system (and/or drainage system subject to engineer's authorization)	Prov Sum	1	R350 000-00	

LOCAL MUNICIPALITY

SUMMARY

ITEM	DESCRIPTION	AMOUNT
1	PRELIMINARY AND GENERAL	R
2	SURVEYING	R
3	SITE CLEARANCE AND EARTHWORKS	R
4	LAYING OF TURF	R
5	APPLICATION OF CHEMICALS	R
6	IRRIGATION SYSTEM	R
Sub-Total		R
15% VAT		R
Total (Including Vat)		R



Volume	I	2				
Part	T1	T2	C1	C2	C3	C4



VOLUME 1

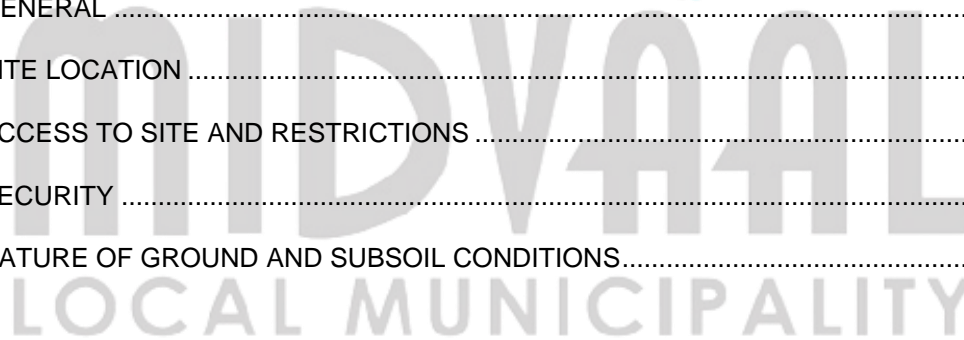
PART 3: SCOPE OF WORK

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Scope of Work

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C3 SCOPE OF WORK

GENERAL

This section specifies and describes the supplies, services and engineering and construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract work is to be performed.

SCOPE

The Scope of the Work is set out in two portions:

Portion 1: PROJECT SPECIFICATION covers a general description of the project, the facilities available and the requirements to be met.

Portion 2: VARIATIONS AND ADDITIONS TO THE STANDARDISED SPECIFICATIONS covers variations to the standardised specifications and particular specifications, which are applicable to the contract.

Should any requirement of the Project Specification conflict with any requirement of the standardised or particular specifications, the requirements of the Project Specifications shall prevail.



Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

DEFINITIONS

For the purpose of this Contract the following shall have the associated meaning:

- a) Unless inconsistent with the context, an expression which denotes:
 - i) any gender includes the other genders;
 - ii) a natural person includes a juristic person and vice versa; and
 - iii) the singular includes the plural and vice versa.

- b) '**Service Provider**' shall mean either a consultant or contractor appointed to provide a particular service, i.e. investigations, design, labour provision and/or construction.



Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Scope of Work

ABBREVIATIONS

For the purpose of this Contract the following abbreviations shall have the associated meaning:

- ASTM : American Society for Testing and Materials
- BEE : Black Economic Empowerment
- BS : British Standard
- CCD : Charge-coupled Device
- CD : Compact Disk
- CE : Civil Engineering Works
- CIDB : Construction Industry Development Board
- CLO : Community Liaison Officer
- COP : Code of Practice for Work within the Road Reserve
- DS : Downstream
- DVD : Digital Versatile Disk
- ECSA : Engineering Council of South Africa
- EDA : Enterprise Declaration Affidavit
- EMP : Environmental Management Plan
- EPWP : Expanded Public Works Programme
- Ext : Extension
- GCC : General Conditions of Contract
- GIS : Geographic Information System
- ISO : International Organisation for Standardisation
- Kl : Kilolitres
- l : Litres
- LOS : Level of Service
- MI : Megalitres
- Mod AASHTO : Modified American Association of State Highway and Transportation Officials
- PTFE : Polytetrafluoroethylene
- SABS : South African Bureau of Standards
- SANS : South African National Standard

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Scope of Work

- SBR : Strene-butadiene Rubber
- SD : Standard Definition
- SDR : Standard Dimension Ratio
- SOP : Standard Operating Procedure
- WRC : Water Research Commission
- uPVC : Unplasticised Polyvinyl Chloride
- US : Upstream
- VAT : Value Added Tax



Volume	1	2				
Part	T1	T2	C1	C2	C3	C4

PORTION 1: PROJECT SPECIFICATION

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 Employer's Objectives

The Employer's objective is to resurface Sicelo Sports Ground with new Kikuyu grass.

C3.1.2 Overview of the Works

The project requires the service provider to undertake site clearance, surveying, earthworks, and resurfacing of Sicelo sports ground with new kikuyu grass.

C3.1.3 Extent of the Works

The Contractor shall be required to:

- Establish site
 - Site clearance
 - Removal of existing irrigation system
 - Earthworks
 - Installation of new irrigation system (and/or drainage system subject to engineer's authorization).
 - Planting of Kikuyu grass
 - Rolling of the turf
 - Application of fertilizers and pre-emergence herbicide
-

C3.1.4 Location of the Works

The works are located within Sicelo Multipurpose Centre.

C3.1.5 Temporary Works

Temporary works shall:

- include the works required to locate, verify and protect existing services within the works area; and
- be such to ensure no or limited interruption to vehicular and pedestrian traffic.

The Contractor shall further note that no stockpiling of materials, plant, excavated material or any other construction related infrastructure shall NOT be allowed in locations that may interfere with the operations of the Employer and the public in general.

Employer:		Contractor	
Witness:		Witness:	

Volume	1	2				
Part	T1	T2	C1	C2	C3	C4

C3.2 ENGINEERING

C3.2.1 Employer's Design

The following provides an overview of the generic requirements in terms of the Scope of Work.

C3.2.1.1 Resurfacing of sports ground

- Site establishment and site clearance.
- Removal and reinstalment of the existing irrigation (and/or drainage system subject to engineer's authorization).
- Import of new growth material (topsoil), free of weeds seeds and diseases.
- Apply a pre-emergence herbicide (apply adequate water to assist the herbicide to penetrate the surface).
- Survey the area, the current slope approximately 1.5 %, the desired slope is 0.75% to 0.5%.
- Level the material to requested slope.
- Rolling of the area.
- Application of a fertilizer rich in phosphorus to enhance root growth.
- Testing of the irrigation.
- Supply and installation of Kikuyu grass.
- Plant, roll and fertilize the new Kikuyu grass,
- All materials should be sourced locally, (except where not possible or required materials are not available locally).

MIDVAAL
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Employer:		Contractor	
Witness:		Witness:	

Volume	1	2				
Part	T1	T2	C1	C2	C3	C4

C3.1 PROCUREMENT

C3.3.1 Sub-contracting

The Contractor is:

- a) not obliged to utilise any sub-contractors specifically nominated by the Employer.
- b) required to utilise local sub-contractors for the completion of unskilled labour-based sections of the works, where practical.
- c) responsible for all work executed on his behalf or under his supervision and/or management by all sub-contractors, including nominated sub-contractors.

NOTA BENE: *The Employer shall not negotiate directly with sub-contractors and all problems relating to payments, programming, workmanship, etc., are matters between the Contractor and his sub-contractors.*



Employer:		Contractor	
Witness:		Witness:	

Volume	1	2				
Part	T1	T2	C1	C2	C3	C4

C3.2 CONSTRUCTION

C3.4.1 Applicable Standards

C3.4.1.2 National standards

The Standard Specifications for all associated civil work applicable to this Contract shall be:

SANS	Description
28	: Metal ties for cavity walls (1986)
135	: Metallic coatings - Electrodeposited coatings of nickel plus chromium and of copper plus nickel plus chromium (1988)
136	: Metallic coatings - Electrodeposited coatings of nickel (1988)
227	: Burnt clay masonry units (2007)
282	: Bending dimensions and scheduling of steel reinforcement for concrete (2004)
523	: Limes for use in building (2007)
558	: Cast iron surface boxes and manhole and inspection covers and frames (1973)
664	: Cast iron gate valves for waterworks (1999)
665	: Cast iron gate valves for general purposes (2000)
719	: Electric welded low carbon steel pipes for aqueous fluids (large bore) (2002)
815-1	: Shoulder-ended and groove-ended piping systems Part 1: Shoulder-ended steel pipes, fittings and couplings (2005)
815-2	: Shoulder-ended and groove-ended pipe systems Part 2: Groove-ended steel pipes, fittings and couplings (2004)
920	: Steel bars for concrete reinforcement (2005)
936	: Spheroidal graphite iron castings (1969)
1024	: Welded steel fabric for reinforcement of concrete (2006)
1056-1	: Ball valves Part 1: Fire-safe valves (1984)
1056-2	: Ball valves Part 2: Heavy duty valves (not fire-safe) (2006)
1083	: Aggregates from natural sources - Aggregates for concrete (2006)
1090	: Aggregates from natural sources - Fine aggregates for plaster and mortar (2002)
1109-1	: Pipe threads where pressure-tight joints are made on the threads Part 1: Dimensions, tolerances and designation (2005)
1109-2	: Pipe threads where pressure-tight joints are made on the threads Part 2: Verification by means of limit gauges (2005)
1123	: Pipe flanges (2007)
1200 A	: General (1986)
1200 DA	: Earthworks (Small works) (1988)
1200 G	: Concrete (Structural) (1982)
1200 GA	: Concrete (Small works) (1982)
1200 GE	: Precast Concrete (1984)
1200 L	: Medium-pressure pipe lines (1983)
1200 LB	: Bedding (Pipes) (1983)
1200 LF	: Erf connections (water) (1983)
1217	: The production of painted and powder-coated steel pipes (2001)
1283	: Modified polyvinyl chloride (PVC-M) pressure pipe and couplings for cold water services in underground mining (2002)
1491-1	: Portland cement extenders Part 1: Ground granulated blast-furnace slag (2005)
1491-2	: Portland cement extenders Part 2: Fly ash (2005)
1491-3	: Portland cement extenders Part 3: Silica fume (2005)
1529-1	: Water meters for cold potable water Part 1: Metrological characteristics of mechanical water meters of nominal bore not exceeding 100mm (2006)

Employer:		Contractor	
Witness:		Witness:	

Volume	1	2				
Part	T1	T2	C1	C2	C3	C4

Scope of Work

- 1529-3 : Water meters for cold potable water Part 3: Physical dimensions (2006)
- 1529-4 : Water meters for cold potable water Part 4: Mechanical meters of nominal bore exceeding 100mm but not exceeding 800mm (2004)
- 1529-9 : Water meters for cold potable water Part 9: Requirements for electronic indicators used with mechanical water meters, electronic water meters and electronic prepayment water measuring systems (2007).
- 1808-18 : Water supply and distribution system components-PVC-U Gate valves (2004).
- 1882 : Polymer concrete surface boxes, manhole and inspection covers, gully gratings and frames (2003)
- 4437 : Buried polyethylene (PE) pipes for the supply of gaseous fuels - Metric series – Specifications (1997)
- 5861-2 : Concrete tests - Sampling of freshly mixed concrete (2006)
- 5862-1 : Concrete tests - Consistence of freshly mixed concrete - Slump test (2006)
- 5863 : Concrete tests - Compressive strength of hardened concrete (2006)
- 5864 : Concrete tests - Flexural strength of hardened concrete (2006)
- 5865 : Concrete tests - The drilling, preparation, and testing for compressive strength of cores taken from hardened concrete (1994)
- 10112 : The installation of polyethylene and poly(vinyl chloride)(PVC-U and PVC-M) pipes (2003)
- 14236 : Plastic pipes and fittings - Mechanical-joint compression fittings for use with polyethylene pressure pipes in water supply systems (200)

These Specifications are not issued with this volume but are available at the Contractor's expense from Standards South Africa:

Office Address:

1 Dr Lategan Road
Groenkloof
PRETORIA

Postal Address:

Private Bag X191
PRETORIA
0001

Telephone:

National: (012) 428 7911
International: + 27 12 428 7911
Email: sales@sabs.co.za

Telefax:

National: (012) 3441568
International: + 27 12 344 1568



Employer:		Contractor	
Witness:		Witness:	

Volume	1	2				
Part	T1	T2	C1	C2	C3	C4

Scope of Work

C3.4.2 Particular generic specifications

C3.4.2.1 Minimum health and safety requirements

The following requirements shall be deemed minimum compliance requirements to ensure the health and safety of the public and workers during the execution of the Contract:

Road safety equipment

Work units or teams shall be provided with:

- a) an amber-flashing beacon, which shall comply with and be operated in accordance with any governing road vehicle lighting regulations or similar.
- b) appropriate sized and quantity of road signs, including delineators and cones which shall be displayed at the works area in accordance with the South African Road Traffic Signs Manual, Chapter 13.
- c) bright coloured overalls, fluorescent over-jackets and belts for each team member for use at all working times during the day or night.

Works site safety

The works are to be executed in areas with high volume pedestrian and vehicular traffic. The Contractor shall ensure that:

- a) the workspace required to successfully complete installations shall be kept at a minimum. Thus, plant and equipment not used is to be removed from the work site to minimize disruption to the customer, other traffic and the general public.
- b) the working area shall be free of debris when the Contractor leaves the site at the end of the day or each shift.
- c) open chambers, machinery and standing equipment are to be protected to ensure the safety and convenience of traffic, the general public or other at all times.

C3.4.2.2 Traffic control

Traffic (human and vehicular) control and signage shall be in accordance to the South African Road Traffic Signs Manual, Chapter 13. And at minimum include:

- a) a traffic control plan with detailed diagrams showing the location of all traffic control devices and the length of time for all lane closures, as well as location of any flaggers, as necessary.
- b) one lane of traffic in each direction must be maintained at all times and local streets may only be closed with prior approval of the Engineer.
- c) provision and maintenance of lights, guards, fencing and watching when and where necessary or required for the protection of the Works and the materials and equipment utilized therefore or for the safety and convenience of the public or others.
- d) the name and number of the Contractor representatives responsible for traffic control shall be made available to solve traffic problems at each works site location.

C3.4.2.3 Metric measurement

All survey recorded dimensions of infrastructure shall be in metric units, including for conduits, chambers.

Employer:		Contractor	
Witness:		Witness:	

Volume	1	2				
Part	T1	T2	C1	C2	C3	C4

Scope of Work

C3.4.2.4 Encountering of water during operations

The Contractor is to provide and maintain a water removal system that has sufficient capacity to remove all encountered water, during Works operations. Such system(s) shall ensure that soil particle removal is kept at a minimum.

C3.4.2.5 Site restoration

The Contractor, following all Works completion, shall disassemble all equipment and restore the site to original condition. Any noticeable surface defects, due to the executed Works, shall be repaired by the Contractor.

All excavations shall be backfilled and compacted to minimum density of 95% MOD ASSHTO, unless otherwise instructed by the Engineer or his duly authorized representative.

C3.4.2.6 Locating of services

The Contractor shall locate all services, known and unknown, within the vicinity of the ordered Works, using specialist equipment and if required exposing such by means of hand excavation. This shall be limited to where ordered Works may result in damage of such services, typically as may be the case with the installation of a new meter and/or fitting or repositioning of an existing meter and/or fitting.

C3.4.2.7 Spoiling of material

No indiscriminate spoiling of material by the Contractor shall be allowed. All surplus or unsuitable material shall be spoiled at a site located by the Contractor, deemed by the Engineer as compliant with legislative requirements.

C3.4.2.8 Specific work-related instructions

Return of removed meters and fittings

On completion of the ordered Works, the Contractor shall return all removed meter and/or fittings to the Employer and are to be returned to the applicable area depot.

Avoidance of contamination

The Contractor shall:

- a) take reasonable care to avoid contamination of the mains whilst works are executed.
- b) not stack pipes in the street or stormwater channels or surface watercourses or such place that may result in its contamination.

The open ends of all new pipes shall be protected to prevent entry of foreign materials or particles to the satisfaction of the Engineer or his duly authorised representative, until such pipes are connected to the existing operational main or lead and commissioned.

Damage to persons and property

The Contractor shall (except if and so far as the Contract provides otherwise) indemnify and defend at his own expense the Employer, its officers, agents, employees and servants from and against all suits, claims, demands, proceedings, and liability of any nature or kind, including costs and expenses, for injuries or damages to any person or any property whatsoever which may arise out of or in consequence of acts or omissions of the Contractor or his agents, employees, servants or sub-

Employer:		Contractor	
Witness:		Witness:	

Volume	1	2				
Part	T1	T2	C1	C2	C3	C4

Scope of Work

contractors in the execution of the Contract. The provision of this clause shall extend to suits, claims, demands, proceedings and liability in the nature of workmen's compensation claims and arising out of the use of patented inventions and devices. Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or with respect to:

- a) The right of the Employer to construct the Works or any part thereof on or through any land.
- b) Interference whether temporary or permanent with any right of water or other easement which is the unavoidable result of the construction of the Works in accordance with the Contract.
- c) Death, injuries or damage to persons or property resulting from any act or neglect of the Employer, his agents, servants or other contractors, done or committed during the validity of the Contract.

Interference with property access and traffic

All operations necessary for the execution of the Works and for the Construction of any Temporary Works shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with the public convenience, or the access to, use and occupation of, public or private roads and footpaths to or of properties whether in the possession of the Employer or of any other person. The Contractor shall hold harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters in so far as the Contractor is responsible therefore.

Contractor to keep site clean

During the progress of the Works, the Contractor shall keep the Site reasonably free from all unnecessary obstruction and shall store or dispose of any Constructional Plant and surplus materials and clear away and remove from the Site any rubbish or Temporary Works no longer required.

Clearance of site on practical completion

On the practical completion of the Works, the Contractor shall clear away and remove from the Site all Constructional Plant surplus materials, rubbish and Temporary Works of every kind and leave the whole of the Site and Works clean and in a workmanlike condition to the satisfaction of the Engineer or his duly authorized representative.

Testing

Testing of the various parts of the works shall be in accordance to the relevant standard specifications, or as required by the material manufacturer.

Contractor's responsibility

The Contractor shall be held responsible for damage to street or road surfaces, kerbing, storm water drainage channels (gutters), existing utilities, etc. that result from his negligence during the implementation of all works. The Contractor shall repair, at his cost, any damage resulting there from, which shall be subject to approval by the owner of such asset and the Engineer or his duly authorized representative.

Employer:		Contractor	
Witness:		Witness:	

Volume	1	2				
Part	T1	T2	C1	C2	C3	C4

Scope of Work

C3.4.3 Plant and materials

The Contractor is required to provide all plant and materials necessary to carry out the works as specified and required. No additional allowances other than those already specified in the Schedule of Rates shall be allowed for with respect to plant and materials.

C3.4.4 Existing services

The Contractor:

- a) must make provision for the possible existence of numerous services (e.g.: Stormwater, Sewer, Eskom, City Power, Egoli Gas, Rand Water, Telkom, and the like) within and in close proximity to the work areas.
- b) is to obtain way leaves indicating the location of existing services from all affected service providers prior to the commencement of construction. The Contractor is to comply with the conditions of the way leaves received from the various service providers.
- c) is to ensure the protection and integrity of all existing services exposed and encountered through the course of construction activities. Adequacy in terms of protection of existing services shall be at the discretion of the Engineer. The Contractor is to make good the protection of and any breakages to existing services. The Contractor is to record on as built drawings the location of existing services or services which have been relocated during Contract Period.
- d) must inform the relevant service provider immediately (within 2 hours of incident) such that procedures for the reinstatement of the service can be effected, should he damage or break an existing service (whether known or unknown).
- e) is responsible to provide his own equipment in order to determine the location of existing services.

NOTA BENE: Drawings indicating other existing services in the vicinity of the Works are not guaranteed as being accurate, as all other services may not have been recorded or properly recorded. It shall remain the responsibility of the Contractor to perform preoperational work, to locate existing services in advance of the commencement of the Works.

C3.4.5 Site establishment, facilities available and required

As the works areas are diverse and spread throughout the Midvaal Local Municipality, provision has been made for site establishment.

C3.4.6 Site usage

Site usage shall be limited to hours as specified in the Contract Data.

C3.4.7 Permits and wayleaves

The Contractor shall be required to obtain permits and wayleaves from all the applicable service providers within the jurisdiction of the Midvaal Local Municipality.

C3.4.8 Alterations, additions, extensions and modifications to existing works

Alterations, additions, extensions and modification of existing works must be approved by the Engineer prior to commencing with any construction activities

C3.4.9 Inspection of adjoining properties

The Contractor shall carry out inspections and evidence collection, as he deems appropriate, of properties adjoining the works to ensure that in the event of a claim arising from any of the owners of the adjoining properties for damage to property and the like, the Contractor has substantial evidence to support or refute such claims. The Contractor accepts full liability and responsibility for damage which he causes to adjoining properties as well as any costs involved in refuting or processing such claims.

Employer:		Contractor	
Witness:		Witness:	

Volume	1	2				
Part	T1	T2	C1	C2	C3	C4

C3.4 MANAGEMENT OF THE WORKS

C3.5.1 Applicable SANS 1921 Standards

SANS 1921-1:2004: Construction and management requirements for works contracts Part 1: General engineering and construction works shall be applicable to this Contract

C3.5.2 Programming

a) Planning

The Contractor shall ensure that he:

- 1) is well informed with regard to the Employer's overall implementation programme for the implementation of its prepayment programme and avail resources as required to efficiently complete each Works order; and
- 2) delivers good and services timeously as not to unnecessarily delay any other contractors, service providers and suppliers.

b) Programming

In order to ensure a clear understanding, at the inception of each Works Order, of the programming and documentation format requirements, the Contractor shall appoint a project programmer/ planner for liaison during the Contract. The Contractor shall for the Contract Period provide and regularly update (maximum monthly) a Contract/Works Order Programme.

C3.5.3 Sequence of the works

The sequence of works to be executed shall be agreed between the Engineer and the Contractor.

Contractor shall address matters regarding the approval of his Health and Safety Plan, thereafter the works shall commence

C3.5.4 Software application for programming

The construction programme shall be completed in Microsoft ® Project Standard 2007 or compatible software. The construction programme and updated versions thereof shall be made electronically available to the Engineer.

C3.5.5 Methods and procedures

The methods and procedures for the execution of the works shall be in accordance with the standard specifications and the variations and additions thereto.

C3.5.6 Quality plans and control

The Contractor shall be required to provide and maintain a quality plan to ensure that the quality of all work components is of a high standard.

C3.5.7 Accommodation of traffic on public roads occupied by the Contractor

C3.5.7.1 Accommodation of traffic

The Contractor shall ensure the safe accommodation of traffic at all areas where the work may impact traffic and shall provide all delineators, watching, lighting, signs and barricades required by the road authorities, and in accordance with Chapter 13 of the South African Road Traffic Signs Manual.

Employer:		Contractor	
Witness:		Witness:	

Volume	1	2				
Part	T1	T2	C1	C2	C3	C4

Scope of Work

C3.5.7.2 Access to properties

Adequate access shall at all times be maintained to public and private properties unless otherwise arranged and approved. Details of the proposed means of access shall be submitted before any such access is restricted. Claims arising from impeded access shall be the responsibility of the Contractor. At least 7 days before commencing any work affecting access to a property, the Engineer and the occupier/owner of each such property shall be notified of the Contractor's intention to commence work, the date of commencement, expected duration and arrangements which shall be made regarding maintenance of access.

C3.5.8 Other contractors on site

There may be other contractors working within the same area. As such, the Contractor is required to make adequate allowances for such possibilities. No claims with respect to works being carried out by other contractors shall be entertained by the Engineer.

C3.5.9 Testing, completion, commissioning and correction of defects

The onus is on the Contractor to produce goods and services which shall conform in quality and in accuracy of detail to the requirements hereinafter specified. The Contractor must clearly understand that it is not the duty of the Engineer or his representative to act as foreman or surveyor on the Works.

The Contractor shall, at his own expense, provide experienced engineers, foremen and surveyors together with all transport, instruments and equipment for supervising, checking and controlling the work.

The act of passing any completed work or accepting materials or goods for payment by the Engineer shall not be construed as signifying approval or acceptance thereof. Failure on the part of the Engineer to reject any defective work or material or goods shall not in any way relieve the Contractor of his obligations under the Contract, nor prevent later rejection when such work or material is discovered.

The Contractor shall, when submitting any work to the Engineer for examination, satisfy himself by testing, measurement and otherwise as may be necessary that the work does in fact meet with the requirements of the Specifications. This information shall be submitted with the Contractor's request for examination and the Engineer shall be authorised to decide on the number and type of tests, measurements, etc. required to enable him to judge the quality of the work. The submission of this information shall in no way diminish the authority of the Engineer to conduct such tests as he may consider necessary in order to determine the quality of the work performed by the Contractor, nor shall he be bound to take account of the Contractor's tests, measurements, etc. should he consider these to be either incorrect or not representative.

Quality control and completion tests shall be in accordance with the relevant standard and amended specifications and additional specifications.

C3.5.10 Recording of Weather and Abnormal Rainfall

If during the time for completion of the Works, or any extension thereof, should abnormal rainfall or wet conditions occur, then an extension of time in accordance with Clause 5.12.1 to 5.12.3 of the General Conditions of Contract shall be granted by the Employer, calculated on the critical path method. It shall be applied as follows:

A delay caused by inclement weather conditions will be regarded as a delay if, in the opinion of the Engineer, all progress on an item or items of work on the critical part of the working programme of the Contractor has been brought to halt. Delays on working days only (based on a five day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of **10 (ten)** working days caused by normal rainy weather, for which he will not receive any extension of time.

Employer:		Contractor	
Witness:		Witness:	

Volume	1	2				
Part	T1	T2	C1	C2	C3	C4

Scope of Work

Daily records of rainfall and activities within the critical parts affected shall be kept by the Contractor and signed by the Engineer's representative on the site. For this, accurate rain gauging shall be taken at a suitable point on the site, and the Contractor shall, at his own expense, take all necessary precautions to ensure that unauthorised persons do not interfere with the rain gauges. Failure to produce signed copies of the above records on a daily basis to the Engineer's representative on the site after the event having occurred will be deemed to be in breach of this Clause and will not be admissible for purposes of seeking an extension of time.

The Contractor shall be permitted to take his own rainfall measurements on site subject to the Engineer's approval, but access to the measuring gauge(s) shall be under the Engineer's control.

The Contractor is to provide and install all the necessary equipment for accurately measuring the rainfall as well as to provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost.

The values of Nn Rn, x and y for use in Clause 5.12.2.2 of the Special Conditions of Contract shall be as follows:

Source of Information : Weather Bureau, Department of Environment
 Rainfall Station : Goudkoppies O475736A2, Lat 2616, Long 2755
 Period : 1990 to 1999

Month	Nn	Rn	Month	Nn	Rn
January	10,9	116,1	July	0,2	0,7
February	6,8	84,9	August	0,9	3,9
March	8,5	112,8	September	2,7	16,5
April	2,8	24,9	October	7,2	92,5
May	1,5	18,3	November	9,8	88,0
June	0,5	1,6	December	11,6	130,9

Average Annual Rainfall 691,0
 x = 20 mm
 y = 10 mm



Employer:		Contractor	
Witness:		Witness:	

Volume	1	2				
Part	T1	T2	C1	C2	C3	C4

Scope of Work

C3.5.11 Format of communications

All communication shall be in writing and any verbal agreements shall only be binding once confirmed and agreed to in writing. Communication via, registered post, email or facsimile is acceptable.

C3.5.12 Key personnel

C3.5.12.1 General

The Contractor is to provide the Curriculum Vitae's of key personnel to be employed on the project as well as the person's position and responsibilities within the project team.

C3.5.13 Management meetings

Fortnightly progress meetings shall be arranged and facilitated by the Engineer. Senior Contractor management staff attendance shall be compulsory.

The Contractor shall be required to provide reporting with regard to project progress, resources (human, plant and equipment), community issues, environmental and health and safety aspects.

C3.5.14 Forms for contract administration

The Contractor shall maintain a file which shall contain project information related to project progress, resources (human, plant and equipment), community issues, environmental, health and safety aspects, penalties imposed, claims lodged and outcomes, disputes and resolutions, payment and variations.

C3.5.15 Daily records

The Contractor shall keep daily site records as required by the Engineer or his representative and as specified herein. Daily records shall include, labour, plant, materials, rainfall, environmental issues, health and safety issues, daily diary and the like. Such records are the property of the Employer and shall be made available to the Engineer or his representative within 24 hours from being requested to do so.

C3.5.16 Bonds and guarantees

The Contractor shall within 21 days from the date of Offer Acceptance by the Employer with a Surety Bond in the form of a Bank Guarantee, Bank Transfer or a Guarantee from an approved Insurance Company to the satisfaction of the Employer in the form included in the Tender Documents. The Bank Guarantee shall be for an amount equal to ten percent (10%) of the Tender Sum, for the due and punctual fulfilment and completion of all the Contractor's obligations under the Contract. No Extension of Time or any variation of the Contract nor the determination of the Contract by the Employer shall in any way impair or diminish or terminate any liability to the Employer under and by virtue of such Surety Bond. The cost of the Surety Bond to be so entered into shall be at the expense in all respects of the Contractor; the Surety Bond to be released upon issue of the Engineer's Certificate of Completion of the Works.

Should the Contractor, when notified of the acceptance of his offer, fail to provide an approved Surety Bond within 21 days, then the Employer may, at his sole discretion:

- a. Grant the Contractor a further reasonable period in which to provide the bond; or
- b. Withdraw his acceptance of the tender in which case the Contract shall be deemed to be void, but without prejudice to the Employer's rights to recover whatever damages he may have suffered by virtue of the Contractor's failure to fulfil his obligations.

C3.5.17 Payment certificates

Payment certificates shall be submitted to the Engineer, in the format required on a weekly basis.

Employer:		Contractor	
Witness:		Witness:	

Volume	1	2				
Part	T1	T2	C1	C2	C3	C4

C3.6 FEATURES REQUIRING SPECIAL ATTENTION

C3.6.1 Security

The Contractor shall be responsible to provide security on site(s):

- a) as he deems necessary. The Employer shall not be held responsible for any loss or damage(s) suffered by the Contractor, his plant, equipment, materials, subcontractors or employees as a result of a security incident of any nature.
- b) which have been identified, by the Engineer, as potential high risk areas requiring security during site visits for the duration of the contract. The Contractor shall arrange that the security meet with the Employer representative at a convenient and safe location and thereafter escort to the necessary areas.

C3.6.2 Work outside normal working hours

The Contractor is permitted to work outside of normal working hours only upon obtaining written permission from the Engineer. It is anticipated that all switch-over work (tying new infrastructure into existing) shall be completed during hours that shall not affect the supply of water to affected communities.

C3.6.3 Sanitary facilities

The Contractor is required to supply adequate sanitary facilities for employees.

C3.6.4 Community liaison and community relations

For the purpose of this project a community liaison officer may not be required; however the Contractor shall be required to inform the community with regards to his activities in particular where such activities may affect the service provision to the affected community (See PS6.6).

C3.6.5 Notices and warning to consumers

The Contractor must provide written notice to all consumers affected by the construction activities. The written notice shall outline the:

- a) nature of the works;
- b) expected inconvenience / disruption that the consumers can expect;
- c) timeframes for construction; and
- d) contact details in case of problems encountered.

Employer:		Contractor	
Witness:		Witness:	

Volume	1	2				
Part	T1	T2	C1	C2	C3	C4

Scope of Work

C3.6.7 Conditions and procedures for service agencies

The Contractor shall comply with the conditions and procedures of the various affected service agencies, as mandated in their associated wayleaves.

C3.6.8 Generic labour intensive specifications

EPWP guidelines shall be applicable to this Contract.

C3.6.9 Acceptance of works and causes for rejection

C3.6.10.1 Acceptance of implemented and associated works

The Engineer or his duly authorized representative shall only accept works complying with the Employer's requirements and/or specifications.



Employer:		Contractor	
Witness:		Witness:	

Volume	1	2				
Part	T1	T2	C1	C2	C3	C4

Scope of Work

C3.7 HEALTH AND SAFETY FOR CONSTRUCTION WORK

Tendering Contractors are to prepare Health and Safety Plans. The legal imperatives for this requirement stem from the Construction Regulations (2003), and more specifically the following:

- Regulation 4(1)(a): A client shall prepare a documented health and safety specification for the construction work, and provide any principal contractor who is making a bid or appointed to perform construction work for the client with the same
- Regulation 4(1)(d): A client shall take reasonable steps to ensure that each principal contractor's health and safety plan is implemented and maintained on the construction site.
- Regulation 4(2): A client shall discuss and negotiate with the principal contractor the contents of the health and safety plan and thereafter finally approve the health and safety plan for implementation.
- Regulation 5(1): A principal contractor shall provide and demonstrate to the client a suitable and sufficiently documented health and safety plan, based on the client's documented health and safety specification.

C3.7.1 Project-related Occupational Health and Safety Risks

According to the Construction Regulations (2003), a Health and Safety Plan "means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified". Apart from complying with the Health and Safety Specification, attention is drawn to the identification and assessment of risks. The tendering Contractors are required to consider *inter alia* the following risks (where applicable):

<p><u>Project- and site-specific risks:</u></p> <ul style="list-style-type: none"> • Existing services; • Third party exposures; • Traffic control (heavy machinery); • Operation of machinery; • Use of portable electrical tools; • Use of hand tools; • Location of campsite; • Overhead electricity cables; • Excavation of trenches; • Access to excavations; • Safeguarding of deep excavations; • Offloading of material; • Storage of material; • Storage of hazardous materials; • Working in elevated positions; • Arc welding; • Handling of compressed gas cylinders; • Electrical distribution boards; and • Workshops.

Employer:		Contractor	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Scope of Work

Safe work and emergency procedures need to be prepared to address the abovementioned risks.

C3.7.2 Guide to risk assessments

C3.7.2.1 Nine steps to Effective Risk Assessments

- Step 1 Identifying the current as well as emerging hazard, risks or exposures.
- Step 2 Aim to identify major hazards, don't waste time on the minor and detail except if such hazard has the potential be repeat itself on a frequent basis.
- Step 3 Involve as many people as possible in the ongoing risk assessment process especially those at risk.
- Step 4 Gather all the information and analyze it.
- Step 5 Look at what actually could or has occurred including non-routine operations.
- Step 6 Use a systematic approach to ensure all hazards are adequately addressed.
- Step 7 Assess the risks identified or the risk has occurred by taking into account the effectiveness of current as well as controls under consideration.
- Step 8 Ensure the process is practical, realistic, cost and business effective.
- Step 9 Always record the assessment in writing including i.e. assumptions, date and why a particular decision has been made.

C3.7.2.2 How serious is it?

Probability

- A Common
- B Has Happened
- C Could Happen
- D Not Likely
- E Practically impossible

Consequences

- 1 Fatality or permanent disability.
- 2 Major injury.
- 3 Average Lost Time Injury.
- 4 Minor Injury.
- 5 Medical Treatment or less.

		Probability				
		A	B	C	D	E
Consequence	1	1	2	3	4	5
	2	2	3	4	5	6
	3	3	4	5	6	7
	4	4	5	6	7	8
	5	5	6	7	8	9

Risk rating	Action
1 - 3 = Serious	Immediate (within 1 week).
4 - 5 = High	Within 1 month.
6 - 7 = Moderate	> 4 weeks.
8 - 9 = Acceptable	No action but will consider from time to time.

Employer:		Contractor	
Witness:		Witness:	

Volume	1	2				
Part	T1	T2	C1	C2	C3	C4

Scope of Work

C3.8 ENVIRONMENTAL MANAGEMENT PLAN

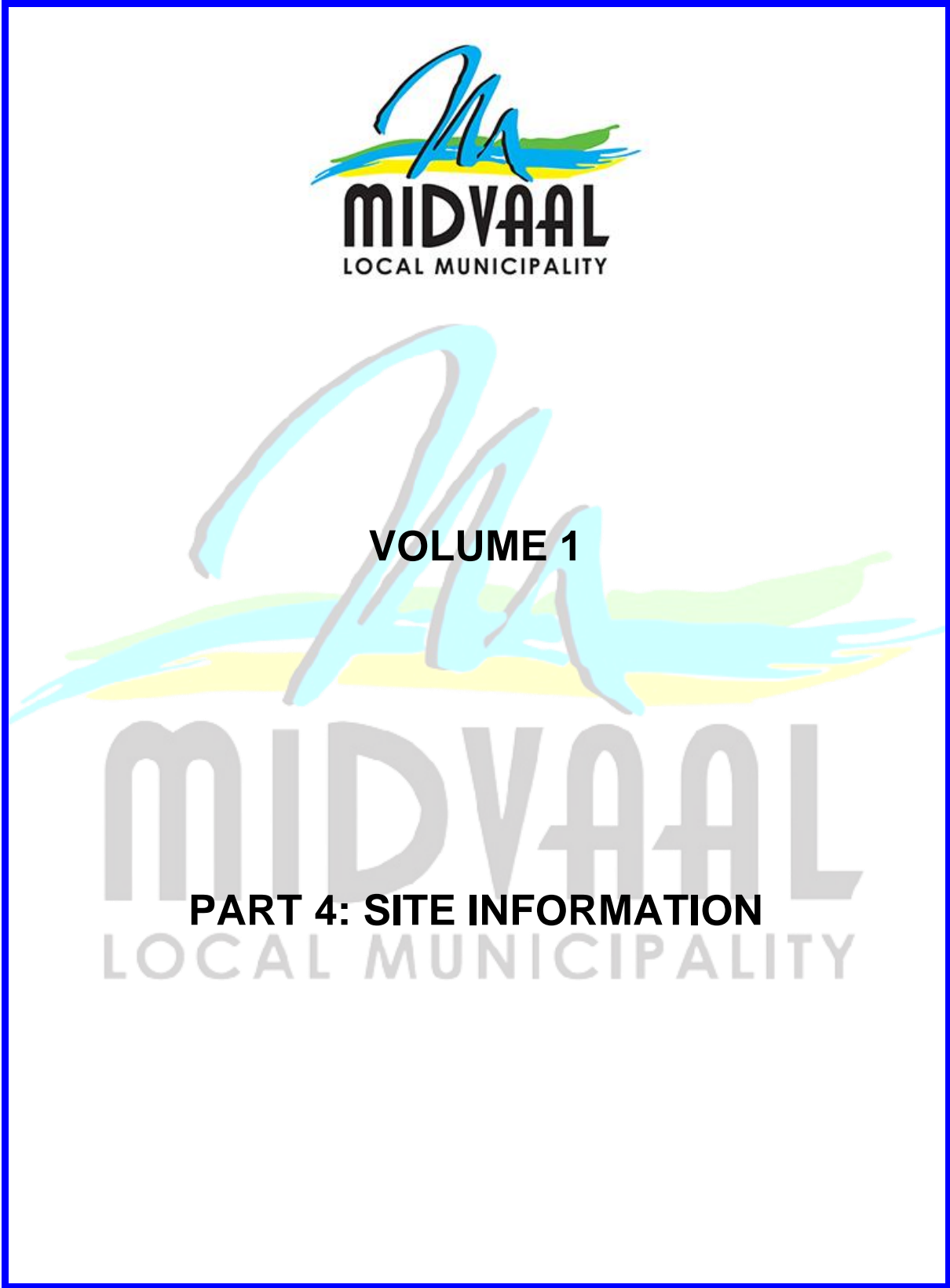
Environmental mitigation measures are actions needed to align a project implementation phase with environmental control principles, where potential impacts to the natural and social environment are prevented, minimised or remediated. Environmental safeguarding is governed by various sets of legislation, with the most noteworthy for this project constituting the National Environmental Management Act (No. 107 of 1998) and the National Water Act (No. 36 of 1998).



Employer:		Contractor	
Witness:		Witness:	

Volume	I	2				
Part	T1	T2	C1	C2	C3	C4

Site Information



Employer:		Contractor	
Witness:		Witness:	

Volume	I	2					
Part	T1	T2	C1	C2	C3	C4	

Site Information

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Employer:		Contractor	
Witness:		Witness:	

Volume	1	2				
Part	T1	T2	C1	C2	C3	C4

C4 SITE INFORMATION

C4.1 GENERAL

This section describes the site at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming and risks.

C4.2 SITE LOCATION

The site is located in Sicelo Multipurpose Centre.

C4.3 ACCESS TO SITE AND RESTRICTIONS

Although the works are located on sites within the Employer's property and/or reserve, the Contractor shall have to obtain permission from various authorities in order to completed excavations to execute the works required as part of this Contract. Any other permission as may become necessary shall be the responsibility of the Contractor to obtain.

Having been granted access to works areas by the Employer, other service authorities and private owners, the Contractor shall adhere to any agreed conditions of access and ensure the works area is left in a condition similar to when it was first accessed.

C4.4 SECURITY

The Contractor shall be responsible for the security of his personnel, materials, equipment and construction plant on and around the site of the Works and for the security of his camp (if applicable). The Employer in this regard will consider no claims.

Employer:		Contractor	
Witness:		Witness:	

Volume	1	2				
Part	T1	T2	C1	C2	C3	C4

C4.5 NATURE OF GROUND AND SUBSOIL CONDITIONS

Since no geotechnical investigation has been done and the widespread locations of the sites, the ground and subsoil conditions may vary substantially. It shall be the Contractor's responsibility to acquaint himself with the conditions on the various sites.



Employer:		Contractor	
Witness:		Witness:	

SATISFACTORY LETTER -ANNEXURE A

TO: MIDVAAL LOCAL MUNICIPALITY

I, the undersigned being duly authorized to do so, hereby furnish a reference to Midvaal Local Municipality relative to bid **8/2/4/225** for the **BID TO APPOINT A SERVICE PROVIDER FOR THE RESURFACING OF SICELo SPORTS GROUND FOR MIDVAAL LOCAL MUNICIPALITY FROM DATE OF APPOINTMENT TO A PERIOD NOT EXCEEDING 30 JUNE 2024**

Name of bidder:

Description of service provided:

.....

Project value:

Duration / time when the above was provided:
(dd/mm/yyyy – dd/mm/yyyy)

Was their performance satisfactory? **Yes / No**

If No, please furnish details:

.....

Was the product offered complying with the specifications? **Yes / No**

If No, please furnish details:

.....

Will you recommend this supplier to anyone without reservations? **Yes / No**

Rate this supplier out of a possible score of 05, with 05 being excellent and 1 being unacceptable:

Name of authorized person: Signature:

Telephone: E-mail:

Date:

Completed on behalf of (Name of Institution)

.....
NB: This document must be completed in full by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points.

**OFFICIAL INSTITUTION
STAMP**

Employer:		Contractor	
Witness:		Witness:	

SATISFACTORY LETTER -ANNEXURE B

TO: MIDVAAL LOCAL MUNICIPALITY

I, the undersigned being duly authorized to do so, hereby furnish a reference to Midvaal Local Municipality relative to bid **8/2/4/225** for the **BID TO APPOINT A SERVICE PROVIDER FOR THE RESURFACING OF SICELo SPORTS GROUND FOR MIDVAAL LOCAL MUNICIPALITY FROM DATE OF APPOINTMENT TO A PERIOD NOT EXCEEDING 30 JUNE 2024**

Name of bidder:

Description of service provided:

Project value:

Duration / time when the above was provided:
(dd/mm/yyyy – dd/mm/yyyy)

Was their performance satisfactory? **Yes / No**

If No, please furnish details:

Was the product offered complying with the specifications? **Yes / No**

If No, please furnish details:

Will you recommend this supplier to anyone without reservations? **Yes / No**

Rate this supplier out of a possible score of 05, with 05 being excellent and 1 being unacceptable:

Name of authorized person: Signature:

Telephone: E-mail:

Date:

Completed on behalf of (Name of Institution)

***NB:** This document must be completed in full by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points.*

OFFICIAL INSTITUTION STAMP

Employer:		Contractor	
Witness:		Witness:	

CERTIFICATE OF UNDERTAKING - ANNEXURE C

CERTIFICATE OF UNDERTAKING

I, the undersigned, in submitting the accompanying bid:

8/2/4/225 – BID TO APPOINT A SERVICE PROVIDER FOR THE RESURFACING OF SICELO SPORTS GROUND FOR MIDVAAL LOCAL MUNICIPALITY FROM DATE OF APPOINTMENT TO A PERIOD NOT EXCEEDING 30 JUNE 2024

in response to the invitation for the bid made by:

Midvaal 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 Bidder)

1. I will ensure that all plant and equipment indicated in the table below will be made available by myself (the bidder) upon award of contract for the entire duration of the contract for the purpose of executing the works. In the event of not owning the plant and / or equipment I will lease the required plant and equipment.

Description
890kg Walk Behind Roller x1
8(eight) ton Truck x1

2. It is my (the bidder) responsibility to ensure that all plant and equipment available will be in good working condition and will not be older than 15 years (2008).

3. All rates must include 15% VAT.

.....

Signature Date

.....

Position Name of Bidder

Employer:		Contractor	
Witness:		Witness:	