



CIDB Class Grading 1GB or HIGHER

CONTRACT NO: MLM/MAYORALW/22-23

FOR

**APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF MAYORAL
SECURITY WALL**

PROCUREMENT DOCUMENT

OCTOBER 2022

NAME OF TENDERER :

TENDER SUM :

PREPARED BY:

**MORETELE LOCAL MUNICIPALITY
PRIVATE BAG X 367
MAKAPANSTAD
0404**

Tel No: (012) 716 1056

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ISSUED BY:

**MORETELE LOCAL MUNICIPALITY
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THE TENDER

PART T1 : TENDERING PROCEDURES

PART T2 : RETURNABLE DOCUMENTS



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PART T1 : TENDERING PROCEDURES

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited from Contractors registered with the Construction Industry Development Board (CIDB) for the **APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF MAYORAL SECURITY WALL**.

Eligible contractors must have a minimum CIDB grading of **1GB or HIGHER**.

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

Tender documents are obtainable from the offices of Moretele Local Municipality upon payment of **R250.00** or E-tender (www.etenders.gov.za) from the **19th October 2022 during office hours**. All payments are to be made in the currency of the Republic of South Africa.

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

Account Details

Account Name: Moretele Local Municipality

Bank: ABSA

Cheque account number: 405 331 7014

Branch code: 632 005

Reference: Company name

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

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

There **compulsory clarification meeting** will be held at **Municipal Hall** on **3 November 2022 at 10:00am**, interested bidders may use Pholosho.Molautsi@Moretele.gov.za for enquiries.

The **closing date and time** for receipt of tender is **14th November 2022 at 12h00pm**. Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted.

Tenders, completed as prescribed, shall be sealed in an envelope marked "**APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF MAYORAL SECURITY WALL, CONTRACT NO: MLM/MAYORALW/22-23**" and deposited in the bid box situated at the Moretele Local Municipality Office, 4065B Mathibestad on or before 14th November 2022 at 12H00, whereby tenders will be opened in public.

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Tenderers shall have a **CIDB** class grading of:
1GB or HIGHER

CONTRACT NO: MLM/MAYORALW/22-23**APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF MAYORAL SECURITY WALL****T1.2 TENDER DATA**

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

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

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

Subclause	Data
F.1.1	The employer is the Moretele Local Municipality
F.1.2	The Project Document issued by the employer consists of the following: THE TENDER Part T1: Tendering procedures: T1.1 Tender notice and invitation to tender T1.2 Tender Data Part T2: Returnable documents T2.1 Returnable Schedules required for Tender Evaluation T2.2 Other Documents required for Tender Evaluation T2.3 Returnable Schedules that will be incorporated into the Contract THE CONTRACT Part C1: Agreements and contract data C1.1 Form of Offer and Acceptance C1.2 Agreement in Terms of the Occupational Health & Safety Act C1.3 Guarantee C1.4 Form Agreement in terms of the Mine Health and Safety Act C1.5 Appointment in terms of Section 3(1) of the Mine Health and Safety Act C1.6 Abstracts of the Mine Health and Safety Act No 29 C1.7 Contract Data Part C2: Pricing data C2.1 Pricing instructions C2.2 Bills of quantities C2.3 Summary of Bills of Quantities C2.4 Calculation of Tender Sum Part C3: Scope of work C3.1 Description of Works C3.2 Engineering C3.3 Procurement C3.4 Construction C4.5 Management Part C4: Site information C4.1 Site Information C4.2 Locality Plan Part C5: Annexures

Subclause	Data
	C5.1 : Proforma Documents C5.2 : Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) C5.3 : Contract Drawings
F.1.4	The employer's agent is: N/A
F.2.1	Only those tenderers who are registered with the CIDB, or can provide proof of having applied for registration, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 1GB class of construction work, or by a contractor who is registered as a potentially emerging enterprise in terms of these Regulations at a contractor grading designation, one level lower than the contractor's registered grading designation, provided that the client (a) is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and (b) ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract are eligible to submit tenders. Joint ventures are eligible to submit tenders provided that: - every member of the joint venture is registered with the CIDB or can provide proof of having registered; - the lead partner has a contractor grading designation in the 2GB class of construction work; and the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 2GB class of construction work are eligible to submit tenders.
F.2.7	The arrangements for a compulsory clarification meeting are: 3 November 2022 at 10:00 : Municipal Hall
F.2.12	If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the employer's Agent. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contractor for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the

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Subclause	Data
	alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed.
F.2.13.5	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: Moretele Local Municipality Office, 4065B Mathibestad Identification details: "APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF MAYORAL SECURITY WALL, CONTRACT NO: MLM/MAYORALW/22-23"
F.2.13. & F.3.5	A two-envelope procedure will not be followed.
F.2.15	Closing time for submission of tender offers is: 12:00pm on 14th November 2022
F.2.15	Telephonic, telegraphic, telex, facsimile, e-mailed or postal tender offers will not be accepted.
F.2.1.5	The tender offer validity period is 90 days .
F.2.1.7	The tendered lump sums and rates shall be final and binding irrespective of the total tender price (See C2.1.11).
F.2.23	The tenderer is required to submit with his tenders an original Tax Clearance Certificate and PIN from the South African Revenue Services ("SARS") certifying that the tenderer's taxes are in order or that suitable arrangements have been made with SARS
F.3.4	The date, time and location for opening of tender offers: 14th November at 12h00pm. Location: Moretele Local Municipal Offices
F.3.11	Responsive tenders will be evaluated according to the Preferential Procurement Regulations, 2011 as published in Government Gazette 34350 dated 8 June 2011. Please Note: on the day of the closing and opening of tenders there will be a pre-evaluation stage for SCM compliance and should the bidder not comply then the bidder does not qualify for further evaluation process <u>First stage – Compliance to administrative requirements</u> Bidders will be evaluated on the following administrative compliance: ➤ Power of attorney / authority for signatory ➤ Original and valid Tax Clearance and PIN issued by SARS ➤ Municipal account for the business / directors not owing for more than 90 days or municipal account from private provider or statement of account from landlord with valid lease agreement. ➤ Original or Certified copies of BBBEE issued by SANAS ➤ CSD summary report ➤ COIDA ➤ CIDB registration certificate ➤ Proof of registration / ownership of entity ➤ Certified I D Copies of Owners/Directors/Shareholders ➤ Proof of purchased bid receipt

Subclause	Data
	➤ Joint Venture Agreement ➤ Price amendment without signature in the bills of quantity ➤ Completion of the bill of quantity ➤ Certificate of non-collusion ➤ Non completion of MBD documents ➤ Alterations to the bid document or submission of a copy of the original bid document ➤ Non completion of form of offer <u>Second stage – Evaluation of functionality:</u> Responsive tenders will firstly be evaluated on functionality. The minimum score for functionality is 70%, and a bidder who scores below this minimum shall not be considered for further evaluation in terms of the preference point systems.

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

Subclause	Data			
4.				
	COMPANY PLANT AND EQUIPMENTS		20	
	More than 5 Items owned (Proof)	20		
	More than 5 Items with Proof of Hire Intend	15		
	Less than 5 Items	0		
		100	TOTAL	
The minimum score required for functionality is 70% (Seventy) and a bidder who scores below this minimum shall be disqualified and shall not be considered for further evaluation in terms of the 80/20 preference point system. NOTE: In order for the Tenderer to claim points for Experience under Functionality, the Tenderer must also attach the following proof for each of the completed projects to Form T2.1E : ➤ Copy of Appointment Letter for current projects, and ➤ Copy of Completion Certificate. <u>Third stage – Evaluation in terms of the 80/20 Preference Point System:</u> Responsive tenders which have achieved the minimum qualification score for functionality will be evaluated further, using the 80/20 preference point system. <u>Step 1: Calculation of points for Price</u> The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis. The formula to be used for calculating points scored for price is the following: $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ Where Ps = Points scored for price of the bid or tender under consideration Pt = Price (Rand value) of bid or tender under consideration Pmin = Price (Rand value) of the lowest acceptable bid or tender Points scored must be rounded off to the nearest 2 decimal places <u>Step 2: Calculation of points for B-BBEE status level of contributor</u> Points shall be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:				
	Point System Scoring of B-BBEE STATUS LEVEL OF CONTRCTOR: (20 points)			

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Subclause	Data	
	B-BBEE STATUS LEVEL OF CONTRCTOR	NUMBER OF POINTS
	1	20
	2	18
	3	16
	4	12
	5	8
	6	6
	7	4
	8	2
	Non-compliant contributor	0
	A bid shall not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution nor is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of 20 points for B-BBEE. The points scored for price shall be added to the points scored for B-BBEE status level of contribution to obtain the bidder's total points scored out of 100. Award of contract to bids not scoring the highest number of points (a) A contract must be awarded to the bidder who scored the highest total number of points in terms of the 80/20 preference point system. (b) In exceptional circumstances a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. The reasons for such a decision must be approved and recorded for audit purposes and must be defensible in a court of law. Evaluation of bids that scored equal points (a) In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for B-BBEE. (b) If two or more bids have equal points, including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality. (c) In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots.	
F3.13.1	Tender offers will only be accepted on condition that: a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; b) the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and c) the tenderer has not over the last five years failed to satisfactorily perform a contract for the employer and has been issued with a written notice to this effect.	
F.3.18	The number of paper copies of the signed contract to be provided by the Engineer is the original contract plus three signed copies .	
Department	SMME's:	

Subclause	Data
Special No.1	It is a requirement of this contract that participation in the contract must be granted to local SMME companies. Local is defined as “having their head office within the North West Province boundaries”. A SMME company should be a registered company, but not necessarily be registered with CIDB, although it is preferred. The minimum target for local SMME participation shall be 10% of the Tender Sum. This can be achieved through either one or more local SMME companies. Information in this regard needs to be provided by the contractor on forms RDP2 (E), RDP 2(E1), RDP2 (E2),etc. Commitments to this goal will be a condition of award. The department also reserves the right to terminate the contract when the contractor does not honour his commitments in this regard during construction.
Department Special No.2	Labour Content: The minimum Labour content for this project shall be 5% OF THE WORKS. Note: All unskilled labour shall be sourced from the LOCAL COMMUNITY where LOCAL COMMUNITY means those in the immediate vicinity of the project. The contractor’s own skilled personnel will not be counted towards the said 5%.

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PART T2 : RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

T2.2 Returnable Schedules



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T2.1 : LIST OF RETURNABLE DOCUMENTS

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

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

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

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

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

Compulsory Enterprise Questionnaire*(MBD Forms)

Declaration affidavit

Proposed amendments and qualifications

Plant and Equipment

Schedule of work satisfactorily carried out by tenderer

Personnel Schedule

Declaration regarding fulfillment of construction regulations, 2003

Estimated monthly cashflow

Preliminary

Financial rating

Preliminary Health and Safety Plan

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

Record of Addenda

Amendments and qualifications

Form of Offer and Acceptance*

Contract Data

Form of guarantee

Occupational Health and Safety Agreement

Daywork Schedule

Schedule of Price

MORETELE LOCAL MUNICIPALITY**CONTRACT NO: MLM/MAYORALW/22-23****APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF
MAYORAL SECURITY WALL****SCHEDULE 1A: AUTHORITY FOR SIGNATORY**

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

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

A. Certificate for Company

I,, chairperson of the board of directors
of

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

As witnesses :

1. Chairman :
2. Date :

Tenderers must attach a copy of the Resolution of the Board.

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as
.....hereby authorize Mr/Ms
acting in the capacity of to sign all documents in
connection with the tender for Contract.....and any contract resulting
from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

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C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms

....., authorised signatory of the company
 , acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract . and any contract resulting from it on our behalf.

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

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

D. Certificate for Sole Proprietor

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

.....

As witnesses:

1. _____ Signature : Sole owner : _____
 2. _____ Date : _____

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as
 hereby authorize Mr/Ms
 acting in the capacity of , to sign all documents in connection with the tender for Contract and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

TT.6

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

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SCHEDULE 1B: COMPULSORY ENTERPRISE QUESTIONNAIRE															
The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.															
Section 1: Name of enterprise:															
Section 2: VAT registration number, if any:															
Section 3: CIDB registration number, if any:															
Section 4: Particulars of sole proprietors and partners in partnerships															
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 40%;">Name*</th> <th style="width: 20%;">Identity number*</th> <th style="width: 40%;">Personal income tax number*</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table> * Complete only if sole proprietor or partnership and attach separate page if more than 3 partners				Name*	Identity number*	Personal income tax number*									
Name*	Identity number*	Personal income tax number*													
Section 5: Particulars of companies and close corporations															
Company registration number															
Close corporation number															
Tax reference number															
Section 6: Record of service of the state															
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:															
- a member of any municipal council - a member of any provincial legislature - a member of the National Assembly or the National Council of Province - a member of the board of directors of any municipal entity - an official of any municipality or municipal entity - an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) - a member of an accounting authority of any national or provincial public entity - an employee of Parliament or a provincial legislature															
If any of the above boxes are marked, disclose the following: (insert separate page if necessary)															
Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)													
		current	Within last 12 months												

* Insert separate page if necessary

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

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

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

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

* Insert separate page if necessary

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

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

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

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

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APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF MAYORAL
SECURITY WALL
MORETELE LOCAL MUNICIPALITY

CONTRACT NO: MLM/MAYORALW/22-23

APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF
MAYORAL SECURITY WALL

SCHEDULE 1C: DECLARATION AFFIDAVIT & TENDER CATEGORIES

This form must be signed before the commissioner of oath

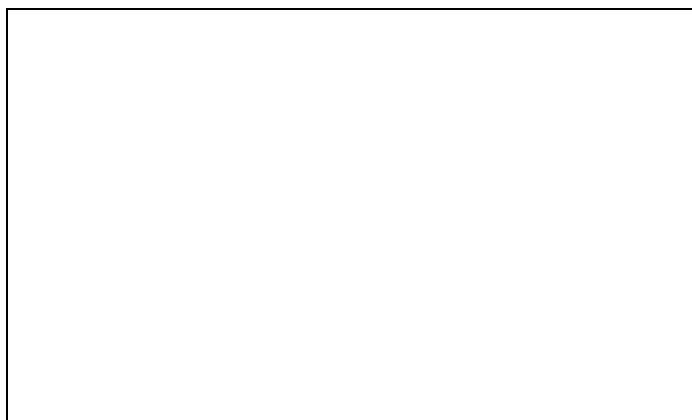
Signature of Signatory:.....

Date:.....

Name:.....

Tenderer:.....

Commissioner of oath:.....



STAMP

MORETELE LOCAL MUNICIPALITY**CONTRACT NO: MLM/MAYORALW/22-23****APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF
MAYORAL SECURITY WALL****SCHEDULE 1D: PROPOSED AMENDMENTS AND QUALIFICATIONS**

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

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

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

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SCHEDULE 1E: SCHEDULE OF PROPOSED SUBCONTRACTORS

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

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

Signed Date

Name Position

Tenderer

MORETELE LOCAL MUNICIPALITY**CONTRACT NO: MLM/MAYORALW/22-23****APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF
MAYORAL SECURITY WALL****SCHEDULE 1F : SCHEDULE OF PLANT AND EQUIPMENT**

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

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

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

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

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

Signed

Date

Name

Position

CONTRACT NO: MLM/MAYORALW/22-23

APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF MAYORAL
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MORETELE LOCAL MUNICIPALITY

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SCHEDULE 1G: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER

The following is a statement of similar work successfully executed by myself/ourselves:

Employer, contact person and telephone number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed

Signed

Date

Name

Position

MORETELE LOCAL MUNICIPALITY**CONTRACT NO: MLM/MAYORALW/22-23****APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF
MAYORAL SECURITY WALL****SCHEDULE 1H: PERSONNEL SCHEDULE**

Job Description	Non-Local	Local	Qualifications	Experience (Years)
Contract Manager				
Site Agent				
Quantity Surveyor				
Surveyors				
General Foreman				
Foremen				
Community Officers				
Clerks				
Operators				
Bricklayers				
Learner Bricklayers				
Steel fixers				
Watchmen				
Gang Bosses				
Pipe Layers				
Labourers				
* Other				

* To be filled in by Tenderer

Signed

Date

Name

Position

Tenderer

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MORETELE LOCAL MUNICIPALITY

CONTRACT NO: MLM/MAYORALW/22-23

APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF MAYORAL SECURITY WALL

SCHEDULE 1I: DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

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

Tenderers shall answer the questions below:

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

(Tick)

YES	☐
NO	☐

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

(Tick)

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

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

.....

.....

.....

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

.....

.....

.....

.....

.....

.....

.....

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

.....

.....

.....

.....

.....

.....

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)

Y	
E	
S	
N	
O	

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

1. ID NO:

(Name in Print):

2. ID NO:

(Name in Print):

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CONTRACT NO: MLM/MAYORALW/22-23

APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF
MAYORAL SECURITY WALL**SCHEDULE 1J: ESTIMATED MONTHLY CASH-FLOW**

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

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

MONTH	VALUE
1	
2	
3	
TOTAL	

Signed

Date

Name

Position

Tenderer

MORETELE LOCAL MUNICIPALITY

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**APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF
MAYORAL SECURITY WALL**

SCHEDULE 1K: FINANCIAL RATING

DETAILS OF CONTRACTOR'S BANK ACCOUNT

I/We furnish the following information:

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

.....

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

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

DATE:

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**APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF
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**SCHEDULE 2A: MUNICIPAL ACCOUNT FOR THE BUSINESS / DIRECTOR NOR
OWING FOR MORE THAN 90 DAYS OR MUNICIPAL ACCOUNT OF FROM PRIVATE
PROVIDER OR STATEMENT OF ACCOUNT FROM THE LANDLORDS WITH VALID
LEASE AGREEMENT**

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

MORETELE LOCAL MUNICIPALITY

CONTRACT NO: MLM/MAYORALW/22-23

**APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF
MAYORAL SECURITY WALL**

SCHEDULE 2B: ORIGINAL CIDB REGISTRATION CERTIFICATE
--

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

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APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF
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SCHEDULE 2C: ORIGINAL TAX CLEARANCE AND PIN
--

The tenderer must attach to this page an original Tax Clearance Certificate and PIN from the South African Revenue Services in respect of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach an original/copy of the Tax Clearance Certificate for each of the joint venture partners.

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**APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF
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SCHEDULE 2D: CERTIFIED COPY OF DOCUMENTS OF INCORPORATION AND CERTIFIED COPY B-BBEE CERTIFICATE ISSUED BY SANAS

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

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

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**APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF
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SCHEDULE 2F: PRELIMINARY HEALTH AND SAFETY PLAN
--

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

MORETELE LOCAL MUNICIPALITY

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**APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF
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SCHEDULE 2G: CERTIFIED ID COPIES OF OWNERS/DIRECTORS/SHAREHOLDERS/MEMBERS

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

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SCHEDULE 2H: CSD SUMMARY

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

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**APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF
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**SCHEDULE 2I: LETTER OF GOOD STANDING WITH THE COMPENSATION FOR
OCCUPATIONAL INJURIES AND DISEASES**

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

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APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF
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SCHEDULE 3A: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

MORETELE LOCAL MUNICIPALITY**CONTRACT NO: MLM/MAYORALW/22-23****APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF
MAYORAL SECURITY WALL****SCHEDULE 3B: EVALUTION CRITERIA****Scoring Financial Offers**

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

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

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

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

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

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

where:

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

P = the comparative offer of Bid offer under consideration.

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

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

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APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF MAYORAL
SECURITY WALL

THE EVALUATION CRITERIA (FUNCTIONALITY)

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

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	More than 5 Items owned (Proof)	20		
	More than 5 Items with Proof of Hire Intend	15		
	Less than 5 Items	0		
		100	TOTAL	

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

THE MINIMUM SCORE FOR FUNCTIONALITY IS 70 POINTS

TABLE A6: B-BBEE POINTS ALLOCATION TABLE:

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS	POINTS Claimed by tenderer	ALLOCATED POINTS
1	20		
2	18		
3	16		
4	10		
5	8		
6	6		
7	4		
8	2		
Non-contributor	0		



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T2.1 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

C.1



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THE CONTRACT

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



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APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF MAYORAL SECURITY WALL

PART C1: AGREEMENT AND CONTRACT DATA

C1.1	FORM OF OFFER AND ACCEPTANCE.....	C.3
C1.2	AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993 AND APPOINTMENT AS MINE MANAGER IN TERMS OF SECTION 3(1)(A) OF MINE HEALTH AND SAFETY ACT 29 OF 1996.	C.8
C1.3	PERFORMANCE GUARANTEE	C.11
C1.4	ABSTRACTS OF THE MINE HEALTH AND SAFETY ACT NO. 29 OF 1996 AND AMENDMENT ACT NO. 72 OF 1997	C.12
C1.5	CONTRACT DATA	C.13



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C1.1 FORM OF OFFER AND ACCEPTANCE

Offer

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

APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF MAYORAL SECURITY WALL

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

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

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

.....

Rand (in words); R (in figures)

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

For the Tenderer:

Signature(s)

Name(s)

Capacity

Name and address of organization

.....

Signature and Name of Witness:

Signature

Name

Date

Acceptance

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

The terms of the contract are contained in:

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

PART C2 Pricing data

PART C3 Scope of work

PART C4 Site information

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

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

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

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

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For the Employer

Signature

Name

Capacity

Name and address of organization

.....

.....

.....

Signature and Name of Witness

Signature

Name

Capacity

Schedule of Deviations

Notes:

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

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

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

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

For the Tenderer:

..... Signature
 Name
 Capacity

For the Employer

.....

Name and address of organisation:

.....

Name and address of organisation

.....

..... Witness Signature
 Witness Name
 Date

.....

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SECURITY WALL
Confirmation of Receipt

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

the (day)

of (month)

20..... (year)

at (place)

For the Contractor:

.....

Signature

.....

Name

.....

Capacity

Signature and name of witness:

.....

Signature

.....

Name



CONTRACT NO: MLM/MAYORALW/22-23

APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF MAYORAL SECURITY WALL

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

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

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

SIGNED FOR ON BEHALF OF THE EMPLOYER/SECTION

.....

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

NAME

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

DATE:

SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR

.....

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

NAME

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

DATE:

**CONTRACT NO: MLM/MAYORALW/22-23****APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF MAYORAL SECURITY WALL****C1.3 PERFORMANCE GUARANTEE**

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Engineer" means:

"Works" means:

"Site" means:

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

"Contract Sum" means: The accepted amount inclusive of tax of R

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R

Amount in words:

"Expiry Date" means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

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

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

Signed at

Date

Guarantor's signatory (1)

Capacity.....

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

**CONTRACT NO: MLM/MAYORALW/22-23****APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF MAYORAL SECURITY WALL****C1.5 CONTRACT DATA****C1.5.1 Contract Specific Data**

The Conditions of Contract are the General Conditions of Contract for Construction Works (2010) 2nd Edition, published by the South African Institution of Civil Engineering.(GCC).

Section 1: Data provided by the Employer

Clause	
1.1.1.5	Clause 1.1.1.5 of the GCC is replaced by the following: The "Commencement date" shall be the date the site is handed over to the Contractor.
1.1.1.15	The employer is the Moretele Local Municipality .
1.1.1.15	The IDS Senior Manager is Mr P. Molautsi The SCM representative is Mrs M. Phenya
1.1.1.16	The engineer representing the Consultant is Mr R Chauke .
1.2.1	The employer's address for receipt of communication is: Telephone: (012) 716 1359 Facsimile: (012) 716 1411 Address: 4065B, Mathibestad, 0404
1.2.1	The engineer's address for receipt of communication is: Telephone: (067) 003 1148 Facsimile (086) 624 3687 Address: No. 227 Heroin Road, Kyalami, 1685
3.1.3	The engineer is required in terms of his appointment with the employer to obtain the following specific approvals from the employer:- 1. Approval of extension of time; 2. Approval of additional costs; 3. Approval of variation orders; 4. Approval from The Department for the utilization of any Contingencies Etc.
4.3	The Health and Safety Plan shall be delivered and approved before the site hand-over/commencement date.
5.3.1.	The Works are to be commenced within fourteen (14) Days of the Commencement Date taken as Date of Site Hand-over.

Clause																
5.5.1	The Works shall be completed within six (6) months as envisaged by the employer, measured from commencement/site hand-over date to due completion date.															
5.6	The Works programme is to be delivered within fourteen (14) days of the Commencement Date taken as Date of Site Hand-over															
5.8.1	The special non-working days are all designated public holidays (including all foreseeable statutory declared election days), Saturdays and Sundays.															
5.13.1	The penalty for delay is R 200-00 per working day or part thereof.															
5.14.5.2	The Defects Liability Period is twelve (12) calendar months after the date of the final certificate of completion.															
5.16.3	The latent defect liability period is 10 years after the date of the final approval certificate															
6.2.1.	The Guarantee is to contain the same wording as indicated in the document included as C1.3 under returnable documents															
6.2.1.	The amount of the Guarantee is to be 10% of the Contract Price.															
6.2.1.	The Guarantee is to be delivered twenty one (21) days after the Letter of Acceptance.															
6.5.1.2.3	Daywork allowances as tendered in Section 1800 of the Bill of Quantities: Materials at cost plus 15%.															
6.8.2	The value of payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule, where The value of “x” is 0,150 The values of the co-efficients are: $(1-x)\left[\frac{aLt}{Lo}+\frac{bPt}{Po}+\frac{cMt}{Mo}+\frac{dFt}{Fo}-1\right]$ Fixed : Estimate less than R10 000 000 or period less than 6 months CPA : Estimate more than R10 000 000 or a contract period of more than 6 months. Projects predominantly: <table><tr><td>New Road Construction</td><td>Rehabilitation</td><td>Concrete Work (major structures only)</td></tr><tr><td>a = 0,20</td><td>0,20</td><td>0,15</td></tr><tr><td>b = 0,40</td><td>0,35</td><td>0,20</td></tr><tr><td>c = 0,25</td><td>0,35</td><td>0,55</td></tr><tr><td>d = 0,15</td><td>0,10</td><td>0,10</td></tr></table>	New Road Construction	Rehabilitation	Concrete Work (major structures only)	a = 0,20	0,20	0,15	b = 0,40	0,35	0,20	c = 0,25	0,35	0,55	d = 0,15	0,10	0,10
New Road Construction	Rehabilitation	Concrete Work (major structures only)														
a = 0,20	0,20	0,15														
b = 0,40	0,35	0,20														
c = 0,25	0,35	0,55														
d = 0,15	0,10	0,10														

Clause	
	“L” is the “Labour Index” and shall be the “Consumer Price Index” for the urban area nearest to the Site as specified by the Engineer in the Appendix to the Tender and as published in the Statistical News Release, P0141, Table 7.1 (previously P0141.1 Table 21) of Statistics South Africa. “P” is the “Plant Index” and shall be the “Civil Engineering Plant Index” as published in the Statistical News Release P0142.1, Table 12 (previously P0142.1 Table 16) of Statistics South Africa. “M” is the “Materials Index” and shall be the “Civil Engineering Materials Index” as published in the Statistical News Release P0142.1, Table 11 (previously P0142.1 Table 15) of Statistics South Africa. “F” is the “Fuel Index” and shall be the “Diesel at wholesale level – Coast/Witwatersrand Index” as published in the Statistical News Release P0142.1, Table 12 (previously P0142.1 Table 16) of Statistics South Africa. The suffix “o” denotes the basic indices applicable to the base month, which shall be the month prior to the month in which the closing date for the tender falls. The suffix “t” denotes the current indices applicable to the month in which the last day of the period falls to which the relevant payment certificate relates. If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the Engineer shall estimate the value of such index. Any correction, which may be necessary when the correct indices become known, shall be made by the Engineer in subsequent payment certificates. The urban area nearest the site is Pretoria The base month is January 2022 <i>(or the month prior to the month in which the closing date of the tender falls.</i>
6.8.3	The following are special materials: Bitumen binder extracted from petroleum based products and used on site, including that used in asphalt, irrespective of whether it is produced and/or placed by the Contractor or an approved subcontractor. The rates and prices for the special materials shall be furnished by the contractor, which rates and prices ex refinery with the base date specified under 6.8.2 and shall exclude VAT but shall include all other obligatory taxes and levies on the basis specified in the contract price adjustment schedule (paragraph 4(i) and 4(ii)).
6.10.1.5	The percentage limit on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention is 10% of the certified work done (including VAT).
6.10.3	The limit of retention money is 5% of the certified work done (including VAT).

Clause	
6.10.3	A Retention Money Guarantee is compulsory. A penalty will be applied for non-delivery of the Retention Money Guarantee as required. The penalty will be 10% of the value of the completion Retention Money Amount per calendar month for late delivery of the said Retention Money Guarantee.
8.6.1.	The amount to be included in the sum insured to cover the value of:
8.6.1.1.2	a) Materials supplied by the employer for incorporation into the works is R 0.00
8.6.1.1.3	b) Professional fees not included in the Contract Price is R 0.00
8.6.1.2	The following additional and varied insurances are required: CAR& SASRIA.
8.6.1.3	The Limit of the liability insurance required should not be less than the contract amount.
9.2.1.3.2	Clause 9.2.1.3.2 is replaced by the following “Has failed to submit documentation or to commence the Works in terms of Clause 5.3, or has suspended the progress of the Works for fourteen (14) consecutive days after receiving from the Engineer written notice to proceed,”
10.5.1/2	Disputes are to be referred to a standing adjudication board.
10.5.3	The number of adjudication board members shall be 3.
10.7	Disputes are to be referred for final settlement to arbitration .
Special Clause in terms of RDP	Requirements in terms of government’s reconstruction and development programme. Target values: In this project the minimum target values shall be as follows: • Labour Maximisation (Wages) :5% • SMME’s :10% It is a requirement that the Contractor plan for achieving these targets and that a planned programme for achieving each of the targets is submitted at the start of the project together with the clause 12 programme of construction. <u>Penalties:</u> The penalties for not reaching the required labour and SMME target values will be calculated at 100% of the difference between the set target values and the actual target values achieved by the contractor at completion of the works. Penalties will be applied monthly, when the actual figures are less than 75% of the planned monthly figures. The Department reserves the right to

Clause	
	terminate the contract as soon as the actual figures are less than 50% of the planned programme. No bonuses for achieving the set target values are applicable.

Section 2: Data provided by the Contractor

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

C1.5.2 Variations to the General Conditions of Contract

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

4. CONTRACTOR'S GENERAL OBLIGATIONS

4.1 EXTENT OF OBLIGATIONS AND LIABILITY

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

Add the following:

“4.1.1 Contractor deemed to have inspected the Site

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

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

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

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

4.1.2 Extent of Contractor' obligations

Add the following to this sub-clause:

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

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

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

4.3 LEGAL PROVISIONS

Add the following sub-sub clauses:

4.3.1.1 Mine Health and Safety Act, number 29 of 1996

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

4.3.1.2 Mineral Resources Petroleum Development Act, number 28 of 2002

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

4.4. SUBCONTRACTING

Add the following sub-clauses:

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

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

4.4.8 Convert the subcontract

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

Provided that:

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

4.9 CONSTRUCTION EQUIPMENT

Add the following: sub clauses:

“4.9.2 Preclude seizure of construction equipment

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

4.9.3 Constructional plant brought to the site by the subcontractor

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

5. TIME AND RELATED MATTERS

5.4 ACCESS TO THE SITE

Add the following sub-clause:

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

5.14 COMPLETION

Delete the following:

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

5.16 APPROVAL

5.16.1 Final Approval Certificate

Delete the last sentence of this clause and replace with:

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

6. PAYMENT AND RELATED MATTERS

6.6 PROVISIONAL SUMS AND PRIME COST SUMS

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

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

6.10.5 Payment of retention money

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

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

6.11 VARIATIONS EXCEEDING 15 PERCENT

6.11.1 Second paragraph:

Change “15%” to “20%”.

Add the following sub-clause:

“6.11.2 Variations exceeding 20% per cent

Where the decrease or increase in the quantity of work has not resulted from a written variation order (or an additional agreement) in terms of clause 5.11 but from the fact that the quantities are less or more than those given in the bill of quantities, the tendered rates or sums shall still apply, except in the case of a sub-item (or an item not subdivided into sub-items) in the bill of quantities, which covers work the value of which during the tender stage exceeds 7,5% of the value of the tender sum, and where the quantity of such sub-item or item, upon completion of the contract, deviates by more than 20% from the quantity given in the bill of quantities so that the scale of activities or the method of construction consequently changes to such an extent that the tendered rate or sum no longer applies. In such case the Engineer, should he deem it to be in the interest of the Employer or should the Contractor enter a claim, shall, considering the extent by which the deviation in respect of the quantity of the sub-item or item concerned exceeds 20%, determine a sum which will be equitable in the circumstances, and shall certify that such sum shall be deducted from or added to the sums owing to the Contractor.”



CONTRACT NO: MLM/W13/R&SW/P4/21-22
APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF MAYORAL SECURITY WALL

PART C2: PRICING DATA

C2.1	PRICING INSTRUCTIONS	C.24
C2.2	BILL OF QUANTITIES	C.67
C2.3	SUMMARY OF BILL OF QUANTITIES ...	ERROR! BOOKMARK NOT DEFINED.
C2.4	CALCULATION OF TENDER SUM	ERROR! BOOKMARK NOT DEFINED.



CONTRACT NO: MLM/W13/R&SW/P4/21-22
APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF MAYORAL SECURITY WALL

C2.1 PRICING INSTRUCTIONS

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

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

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

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

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

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

- 2 This bill of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.

- 3 The quantities set out in the bill of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the bill of quantities, will be used to determine payments to the contractor.

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

- 4 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc, and for the completed items of work as specified, all in accordance with sub-clause 1209 (b) of the standard specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the standard specifications and project specifications and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, standard specifications and project specifications shall be considered as provided for collectively in the items of payment given in the bill of quantities, except in so far as the quantities given in the bill of quantities are only approximate.

- 5 The tenderer shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment

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

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

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

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

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

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

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

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

The following abbreviations are used in the bill of quantities:

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

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

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

specifications.

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

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

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

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

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



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**APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF MAYORAL
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C2.2 BILL OF QUANTITIES

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



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THE CONTRACT

PART C3	SCOPE OF WORKS
PART C4	SITE INFORMATION



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PART C3: SCOPE OF WORK

- C3.1 DESCRIPTION OF WORKS
- C3.2 ENGINEERING
- C3.3 PROCUREMENT POLICY
- C3.4 CONSTRUCTION
- C3.5 MANAGEMENT

**CONTRACT NO: MLM/MAYORALW/22-23****APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF MAYORAL SECURITY WALL****C3.1 DESCRIPTION OF WORKS****C3.1.1 Employer's Objectives**

The objectives of the project is construct a security wall

C3.1.2 Overview and Location of Works

To be confirmed

C3.1.3 Extent of Works

The works will involve the following:

No	Works
1	• Construction of Brick Boundary Wall including gates •

C3.1.4 Location of the Works

To be confirmed

C3.1.5 Temporary Works

No temporally works are envisaged on the contract.

C3.1.6 General Information

PART C4: SITE INFORMATION

C4.1	SITE INFORMATION.....	D.72
C4.2	LOCALITY PLAN	D.72



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C4.1 SITE INFORMATION

- C4.1.1 Material site investigation
The material information will be available to the successful tenderer.

C4.2 LOCALITY PLAN

The locality plan is shown in the document under section C.3.1.4, page D.71

