



MAKHUDUTHAMAGA LOCAL MUNICIPALITY

CIDB Class Grading 7CE or Higher

CONTRACT NO.: LIM473/MATHOUSAND-R&B/23/24/023

FOR

**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO
MARAGANENG**

PROCUREMENT DOCUMENT:

AUGUST 2023

NAME OF TENDERER:

TENDER SUM:

PREPARED BY:

**DNA LANDUSE PTY LTD
487 Kekana Street
Phagameng
Modimolle**

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ISSUED BY:

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MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS
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T. THE TENDER

PART T1: TENDERING PROCEDURES

PART T2: RETURNABLE DOCUMENTS



T.2
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T.3
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T1.1 BID NOTICE AND INVITATION TO BID

Bidders are hereby invited to bid for the following projects:

NO.	Project Number	Project Description	Compulsory Briefing Date & Venue	Closing Date	CIDB Grading	Amount
1.	LIM473/MATHOUSAND-R&B/23/24/023	CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO MARAGANENG	07 August 2023. 10H00 @ Municipal chamber	01 September 2023 @ 12H00	7CE or higher	R560.00

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

Bid documents will be obtainable from Makhuduthamaga Local Municipal offices from **07/08/2023 (Mon-Fri from 08:00-14:30)** from the cashiers; at a non-refundable deposit of **R560.00** payable in cash or bank guaranteed cheque. Bid documents can also be downloaded from online service (www.etender.gov.za) at **no cost**.

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

The municipality shall adjudicate and award tenders in accordance with the Preferential Procurement Policy Framework Act. 5/2000 and the revised procurement regulation with effect 16 January 2023 and on 100 points for functionality and 80/20 points system where 80 points are for the price and 20 points for Municipal specific goals (according to the said legislation). Details of functionality and specific goals are in the bid document. Bids will remain valid for 90 (ninety) days.

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

For enquiries contact:

Supply Chain Unit	:	Mr Mothapo JK	013 265 8609
Infrastructure Unit	:	Ms Lubisi NB	013 265 8641

RM MOGANEDI
MUNICIPAL MANAGER,
PRIVATE BAG X 434
JANE FURSE 1085



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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 sub-clause in the Standard Conditions of Tender to which it mainly applies.

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



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Sub-clause	Data
	C3.1 Description of Works C3.2 Engineering C3.3 Procurement C3.4 Construction Specification Part C4: Site information C4.1 Site Information C4.2 Locality Plan Part C5: Annexures C5.1 : Pro-forma Documents C5.2 : Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) C5.3 : Contract Drawings C5.4 : Occupational Health and Safety Policy
F.1.4	The employer Makhuduthamaga Local Municipality is: Address: Private Bag x 434 Jane Furse 1085 Tel: +27 13 265 8737 Fax: +27 13 265 1975 E-mail: nosipho@makhuduthamaga.gov.za
F.2.1	<p>Only those tenderers who are registered with the required CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE OR HIGHER class of construction work.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the required CIDB the lead partner has a contractor grading designation in the CE class of construction work; and the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7CE OR HIGHER class of construction work are eligible to submit tenders.
F.2.7	The arrangements for a compulsory clarification meeting are: 07 August 2023. 10H00 @ Municipal chamber
F.2.12	If a tenderer wishes to submit an alternative tender offer, the only criteria permitted



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Sub-clause	Data
	<p>for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
F.2.13.5	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of Tender Box:</p> <p>In the entrance foyer (ground floor) of Makhuduthamaga Municipality, Groblersdal Road, Jane Furse, next to the Jane Furse Plaza.</p> <p>Identification Details:</p> <p>LIM473/MATHOUSAND-R&B/23/24/023</p> <p>CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO MARAGANENG</p>
F.2.13.6	A two-envelope procedure will not be followed.
F.2.15	Closing time for submission of Tender offers is: 01/09/2023 @ 12H00
F.2.15	Telephonic, telegraphic, telex facsimile or e-mailed tender offers will not be accepted.
F.2.16	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	Tax Clearance will be confirmed with SARS before award (Done through CSD)
F.3.4	<p>The time and location for opening of tender offers:</p> <p>Time: 12h00 on 01/09/2023</p>



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Sub-clause	Data
	Location: In the entrance foyer (ground floor) of Makhuduthamaga Local Municipality, Groblerdsdal Road, JANE FURSE, next to the Jane Furse Plaza.
F.3.11	<p>The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, quality and preference)</p> <p>The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula.</p> $T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$ <p>Where f_1 and f_2 are fractions, f_1 equals 1 minus f_2 and f_2 equals 100%</p> <p>N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7 where the score for financial offer is calculated using the following formula</p> $A = (1 - \frac{P - P_m}{P_m})$ <p style="text-align: center;">P_m</p> <p>$W_1 = (1 - 80)$ where the financial value inclusive of VAT of all responsive tenders received have a rand value equal to or below R 50 000 000 as guided by PPPFA 2000 preferential procurement regulations, 2022</p> <p>N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule</p> <p>N_Q is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9 where $W_2 = 100$.</p> <p>Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p>
F3.13.1	<p>Tender offers will only be accepted on condition that:</p> <ul style="list-style-type: none"> a) a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer is in good standing with SARS according to the Central Supplier Database; c) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;



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Sub-clause	Data
	<div>e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</div> <div>f) the tenderer has not:<div><div>i) abused the Employer’s Supply Chain Management System; or</div><div>ii) failed to perform on any previous contract and has been given a written notice to this effect;</div></div></div> <div>f) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process;</div> <div>g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</div> <div>h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</div>
F.3.18	The number of paper copies of signed contract to be provided by the Employer is one
	<div>Labour Content:</div> <div>The minimum Labour content for this project shall be 10% OF THE WORKS.</div> <div>Note: This 10% labour content shall be from LOCAL COMMUNITY. The contractor’s own skilled and unskilled personnel will not be counted towards the said 10% contract amount minimum labour content.</div>
F.3.11	<div>Responsive tenders will be evaluated according to the Preferential Procurement Regulations, 2023 as published in Government Gazette.</div> <div>SUPPLY CHAIN MANAGEMENT</div> <div>EVALUATION PROCESS AND CRITERIA</div> <div>The following evaluation process and criteria will be used to evaluate all bids submitted:</div> <div><div><div>1. Administrative Compliance – Phase One</div><div><div>1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.</div></div></div></div>



T.9
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Sub-clause	Data
	<p>1.2 Critical Criteria:</p> <p>The following critical criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation</p> <ul style="list-style-type: none"> • All Pages to be initialled • Proof of UIF registration • Valid letter of good standing (Compensation for Occupational Injuries and Disease Act (COIDA)) from Department of Labour OR any company accredited by Department of Labour (to be verified) • Company profile • Form of Offer completed and signed • All attached MBD forms must be completed and signed. • If the value of the transaction is expected to exceed R10 million (VAT included), require bidders to furnish– <p>(i) if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements –</p> <p style="padding-left: 40px;">(aa) for the past three years; or</p> <p style="padding-left: 40px;">(bb) since their establishment if established during the past three years;</p> <p>(ii) a certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;</p> <p>(iii) particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;</p> <p>(iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality is expected to be transferred out of the Republic</p> <p>Bill of quantities to be filled in black ink</p> <ul style="list-style-type: none"> • Initial all alterations in the BoQ • Authority of Signatory to be signed • JV agreement submitted (Where applicable)



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Sub-clause	Data																								
	<ul style="list-style-type: none">• Proof of registration with CIDB attached (in case of Joint Venture both individuals and combined CIDB must be attached)• Copy of Municipal rates and taxes not older than 3 months to be attached (Both for the company and each of the directors)• Certified ID copies of directors/shareholders/members to be attached <p>NB: All copies must be certified, the certification must not be older than 3 months of the closing date.</p>																								
2. Functionality – Phase Two																									
<p>The bidders who complied administratively are considered for further evaluation on ability to execute the project.</p> <p>The assessment of functionality will be done in terms of the evaluation criteria and minimum threshold as specified. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation.</p> <p>FUNCTIONALITY</p> <table><tr><th>Item</th><th>Criterion</th><th>Weighting</th></tr><tr><td>A</td><td>Company relevant experience</td><td>20</td></tr><tr><td>B</td><td>The value of relevant projects completed. Score will be based on the successfully executed and completed roads & storm water and bridge construction projects over the last five years of which details are provided on Form T2.1 E</td><td>30</td></tr><tr><td>C</td><td>Plant and Equipment necessary for construction</td><td>10</td></tr><tr><td>D</td><td>Relevant Experience of the Site Agent/Key Personnel to roads & stormwater and bridge construction projects</td><td>15</td></tr><tr><td>E</td><td>Specific Knowledge</td><td>15</td></tr><tr><td>F</td><td>Financial Status</td><td>10</td></tr><tr><td></td><td>TOTAL</td><td>100</td></tr></table>		Item	Criterion	Weighting	A	Company relevant experience	20	B	The value of relevant projects completed. Score will be based on the successfully executed and completed roads & storm water and bridge construction projects over the last five years of which details are provided on Form T2.1 E	30	C	Plant and Equipment necessary for construction	10	D	Relevant Experience of the Site Agent/Key Personnel to roads & stormwater and bridge construction projects	15	E	Specific Knowledge	15	F	Financial Status	10		TOTAL	100
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E	Specific Knowledge	15																							
F	Financial Status	10																							
	TOTAL	100																							
<p>NB!</p> <p>The minimum cut off points for functionality is 70 points out of 100 points and any bidder scoring less than 70 points will not be considered for further evaluation.</p>																									



T.11
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Sub-clause	Data																																								
	<p>Tenderers to submit required information as stated below. Non-submission will result in loss of points.</p> <p>Service Providers that qualified pre-evaluation in terms of the functionality cut-off points of 70 points will then be evaluated in terms 80/20 preference point system.</p> <p>A. Company relevant Company Experience</p> <table><tr><th>No</th><th>Target Goals</th><th>Maximum Points 30</th><th>Points Claimed</th></tr><tr><td colspan="4">The <u>highest 3 project</u> will be evaluated</td></tr><tr><td>1</td><td>Tenderer score zero points where information is not provided 0 – 2 Projects = 0 Points</td><td>0</td><td></td></tr><tr><td>2</td><td>Tenderer scores 15 points where information regarding the company's relevant experience is provided 3 – 4 Projects = 15 Points</td><td>15</td><td></td></tr><tr><td>3</td><td>Tenderer scores 20 points where information regarding the company's relevant experience is indicated, copies of completion certificates. All relevant projects has full lists with appointment letters. 5 Projects and above = 20 Points</td><td>20</td><td></td></tr></table> <p>Note:</p> <ul style="list-style-type: none">Criteria No 2 above: Company relevant experience with minimum three appointments. Each appointment more than R10 million.Criteria No 3 above: Company relevant experience with minimum three appointments. Each appointment more than R20 million. <p>B. Value Of Relevant Projects Completed (specifically roads & stormwater and bridge construction projects)</p> <table><tr><th>No</th><th>Target Goals</th><th>Maximum Points 30</th><th>Points Claimed</th></tr><tr><td colspan="4">The <u>highest 3 project</u> will be evaluated</td></tr><tr><td>1</td><td>Tenderer score zero points where information is not provided</td><td>0</td><td></td></tr><tr><td>2</td><td>Tenderer scores 5 points per project where the value of a completed project/s is/are more > R10 000 000 < R20 000 000 and appointment letter as well as well as completion certificates are attached.</td><td>15</td><td></td></tr><tr><td>3</td><td>Tenderer scores 8 points per project where the value of a completed project/s is/are more > R20 000 000 <</td><td>24</td><td></td></tr></table>	No	Target Goals	Maximum Points 30	Points Claimed	The <u>highest 3 project</u> will be evaluated				1	Tenderer score zero points where information is not provided 0 – 2 Projects = 0 Points	0		2	Tenderer scores 15 points where information regarding the company's relevant experience is provided 3 – 4 Projects = 15 Points	15		3	Tenderer scores 20 points where information regarding the company's relevant experience is indicated, copies of completion certificates. All relevant projects has full lists with appointment letters. 5 Projects and above = 20 Points	20		No	Target Goals	Maximum Points 30	Points Claimed	The <u>highest 3 project</u> will be evaluated				1	Tenderer score zero points where information is not provided	0		2	Tenderer scores 5 points per project where the value of a completed project/s is/are more > R10 000 000 < R20 000 000 and appointment letter as well as well as completion certificates are attached.	15		3	Tenderer scores 8 points per project where the value of a completed project/s is/are more > R20 000 000 <	24	
No	Target Goals	Maximum Points 30	Points Claimed																																						
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3	Tenderer scores 8 points per project where the value of a completed project/s is/are more > R20 000 000 <	24																																							



T.12
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Sub-clause	Data		
		R30 000 000 and appointment letter as well as well as completion certificates are attached.	
	4	Tenderer scores 10 points per project where the value of a completed project/s is/are more > R30 000 000 and above and appointment letter as well as well as completion certificates are attached.	30
Note: <ul style="list-style-type: none">Referees provided, to be contactable to confirm the value and the completion certificates provided.All copies must be certified, the certification must not be older than 3 months of the closing date.			
C. Plant and Equipment necessary for construction			
No	Target Goals	Maximum Points 10	Points Claimed
1	Respondent score zero points where no plant and or equipment ownership or arrangement to hire is indicated	0	
2	Respondent scorer 5 points where the total minimum plant required a letter of intent from an acceptable plant/machinery hire confirming the intent to make the plant available.	5	
3	Respondent scorer 10 points where the total minimum plant/machinery required is indicated with proof of ownership.	10	
Note: <ul style="list-style-type: none">Points will be allocated as described below.			
Required Plant		Allocated Points	Points Claimed
TLB X (1 in number)		1	
Grader X (1 in number)		1	
Excavator X (1 in number)		1	
Tipper Truck X (2 in number)		1	
Roller X (1 in number)		1	
Water tanker X (1 in number)		1	



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Sub-clause	Data																										
	LDVs X (1 in number)	1																									
	Pad foot (1 in number)	1																									
	Pneumatic Roller (1 in number)	1																									
	Asphalt Paver (1 in number)	1																									
	Total Points	10																									
	<p>Note:</p> <ul style="list-style-type: none"> Tenderer to submit proof of ownership with certification not older than three months. In the case of hiring, a letter of intent from an acceptable plant/machinery hire must be submitted confirming the intent to make the plant available 																										
<p>D. Experience of Site Agent/Key Personnel (15 points)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">No</th> <th style="width: 55%;">Targeted Goal (CVs Compulsory)</th> <th style="width: 20%;">Tendered Goal</th> <th style="width: 20%;">Points Claimed</th> </tr> </thead> <tbody> <tr> <td colspan="4" style="text-align: center;">Relevant projects that include roads, stormwater and labour intensive constriction</td> </tr> <tr> <td style="text-align: center;">1</td> <td>Site Agent/Key Staff experience with 0 – 5 years</td> <td style="text-align: center;">5</td> <td></td> </tr> <tr> <td style="text-align: center;">2</td> <td>Site Agent/Key Staff experience with 6 – 10 years</td> <td style="text-align: center;">10</td> <td></td> </tr> <tr> <td style="text-align: center;">3</td> <td>Site Agent/Key Staff experience with 11+ years</td> <td style="text-align: center;">15</td> <td></td> </tr> <tr> <td></td> <td>Total points: Experience of Key Personnel</td> <td style="text-align: center;">15</td> <td></td> </tr> </tbody> </table> <p>N.B: Tenderers to submit curriculum vitae, including project values, with contactable references and certified copies of Academic qualification certificates for functionality points scoring, otherwise no points will be allocated.</p>				No	Targeted Goal (CVs Compulsory)	Tendered Goal	Points Claimed	Relevant projects that include roads, stormwater and labour intensive constriction				1	Site Agent/Key Staff experience with 0 – 5 years	5		2	Site Agent/Key Staff experience with 6 – 10 years	10		3	Site Agent/Key Staff experience with 11+ years	15			Total points: Experience of Key Personnel	15	
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<p>E. Specific Knowledge (15 points)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">No</th> <th style="width: 55%;">Targeted Goal</th> <th style="width: 20%;">Tendered Goal</th> <th style="width: 20%;">Allocated points by Municipality</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Site Agent trained in Labour intensive construction methods at least NQF level 2</td> <td style="text-align: center;">10</td> <td></td> </tr> <tr> <td style="text-align: center;">2</td> <td>Site Agent trained in Labour intensive construction methods at least NQF level 5</td> <td style="text-align: center;">15</td> <td></td> </tr> <tr> <td></td> <td>Total Points: Specific Knowledge</td> <td style="text-align: center;">15</td> <td></td> </tr> </tbody> </table> <p>N.B: Tenderers to submit curriculum vitae and certified copies of Academic qualification certificates for functionality points scoring, otherwise no points will be allocated.</p>				No	Targeted Goal	Tendered Goal	Allocated points by Municipality	1	Site Agent trained in Labour intensive construction methods at least NQF level 2	10		2	Site Agent trained in Labour intensive construction methods at least NQF level 5	15			Total Points: Specific Knowledge	15									
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	Total Points: Specific Knowledge	15																									
<p>F. Financial status</p>																											



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Sub-clause	Data																																			
	<p>Ability of the tenderer to finance working capital requirements before the first claim is paid by the Client. Score will be based on the Bank Rating of the tenderer which will be obtained from the tenderer's banker using details as provided on Form T2.2 B.</p> <table><tr><th>Bank Rating</th><th>Points</th><th>Points Claimed</th></tr><tr><td>Bank Rating = F to G</td><td>0</td><td></td></tr><tr><td>Bank Rating = E</td><td>2</td><td></td></tr><tr><td>Bank Rating = D</td><td>4</td><td></td></tr><tr><td>Bank Rating = C</td><td>6</td><td></td></tr><tr><td>Bank Rating = B</td><td>8</td><td></td></tr><tr><td>Bank Rating = A</td><td>10</td><td></td></tr></table> <p>NOTE: For the purpose of comparison and in order to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance to the evaluation criteria mentioned (e.g. details of relevant previous work undertaken, letters from previous /current clients. etc.)</p> <p>Minimum Required Score for functionality is: <u>70 points</u></p> <p>Note: A bidder/s that scores less than 70 points out of 100 in respect of functionality will be regarded as submitting a non-responsive bid and will be disqualified.</p> <p>Should the relevant bidder/s meet the minimum required percentage or minimum points, they will be evaluated in terms of price and preference as per the PPPFA Act, No.5 of 2000 and its associated Regulations issued by the National Treasury.</p> <p>Final Proposal will be evaluated on the basis of the PPPFA 80/20 point system as presented in the Preferential Procurement Regulations 2022.</p> <p>The 80/20 point system will be as follows:</p> <table><tr><th>Price Assessment</th><th>80 Points</th></tr><tr><td>TOTAL</td><td>80</td></tr><tr><td colspan="2"></td></tr><tr><th>Preferential Elements</th><th>20 Points</th></tr><tr><td>Designated Group</td><td>Specific Goals</td></tr><tr><td>Black People</td><td>4</td></tr><tr><td>Youth</td><td>4</td></tr></table>	Bank Rating	Points	Points Claimed	Bank Rating = F to G	0		Bank Rating = E	2		Bank Rating = D	4		Bank Rating = C	6		Bank Rating = B	8		Bank Rating = A	10		Price Assessment	80 Points	TOTAL	80			Preferential Elements	20 Points	Designated Group	Specific Goals	Black People	4	Youth	4
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Sub-clause	Data								
	<table> <tr> <td>Woman-ownership of more than 50%</td><td>2</td></tr> <tr> <td>Small, medium and Micro Enterprises(SMMEs)</td><td>4</td></tr> <tr> <td>People with disability</td><td>2</td></tr> <tr> <td>Local-within Makhuduthamaga local Municipal jurisdiction</td><td>4</td></tr> </table> <p>A maximum of 20 points may be awarded to a tender for the specific goals specified for the tender</p> <ul style="list-style-type: none"> The points scored by a tender in respect of the specific goals above must be added to the points scored for price Only the tender with the highest number of points scored may be selected <p>Award of contract to bids not scoring the highest number of points</p> <p>(a) subject to section 2(1)(f) of the act, the contract must be awarded to the tenderer scoring the highest total number of points in terms of the 80/20 preference point system.</p> <p>(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.</p> <p>Evaluation of bids that scored equal points</p> <p>(a) In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for specific goals</p> <p>(c) In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots.</p>	Woman-ownership of more than 50%	2	Small, medium and Micro Enterprises(SMMEs)	4	People with disability	2	Local-within Makhuduthamaga local Municipal jurisdiction	4
Woman-ownership of more than 50%	2								
Small, medium and Micro Enterprises(SMMEs)	4								
People with disability	2								
Local-within Makhuduthamaga local Municipal jurisdiction	4								
Local Municipality Special No.1	<p>SMME's:</p> <p>It is encouraged that participation in the contract to a minimum of 10% of the contract value be granted to local SMME companies. Local is defined as "having their head office within the Makhuduthamaga Local Municipality boundaries". A SMME company should be a registered company, but not necessarily be registered with CIDB, although it is preferred.</p>								
Local Municipality Special No.2	<p>Local Labour Content:</p> <p>The minimum target for expenditure on wages of Local Labour for this project shall be 10% of the Tender Sum.</p>								

T1.3: Standard Conditions of Tender



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The Standard Conditions of Tender that shall govern, shall be the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity as published in CIDB Board Notice 86 of 2010 and as published in Government Gazette No 33239 of 28 May 2010 as amended and supplemented by the Tender Data in Part T1.2.

The complete extract entitled “Annex F” is bound hereafter into this volume, and may not have been edited where found in electronic format by any tender document compiler or tenderer. However, where differences between the original published edition and the edition bound in this document are evident, the original published edition shall govern.

Annex F
(normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

- Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any



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decisions taken.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

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

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



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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations



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F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer



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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on



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the outside only the employer's address and identification details as stated in the tender data.

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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

F.2.18 Provide other material

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

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



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F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers



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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,



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- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.



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- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:

$$TEV = NFO + NP$$

where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7; NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:

$$TEV = NFO + NQ$$

where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.



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- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$TEV = NFO + NP + NQ$$

where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
 NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
 d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
 e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

$$NFO = W1 \times A$$

where: NFO is the number of tender evaluation points awarded for the financial offer.
 W1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
 A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality



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Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$NQ = W2 \times SO / MS$$

where: SO is the score for quality allocated to the submission under consideration;
MS is the maximum possible score for quality in respect of a submission; and
W2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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



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in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

END OF SECTION



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PART T2: LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

T2.1	RETURNABLE DOCUMENTS FOR TENDER EVALUATION.....	T.33
T2.2	MBD FORMS CHECKLIST	T.58
T2.3	OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION	T.90
T2.4	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT	T.113



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T2.1 RETURNABLE DOCUMENTS FOR TENDER EVALUATION

T2.1 A CERTIFICATE OF AUTHORITY	T.33
T2.1 B CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	T.36
T2.1 C SCHEDULE OF PROPOSED SUBCONTRACTORS	T.37
T2.1 D SCHEDULE OF PLANT AND EQUIPMENT	T.38
T2.1 E SCHEDULE OF THE TENDERER'S EXPERIENCE	T.39
T2.1 F RECORD OF ADDENDA TO TENDER DOCUMENTS	T.40
T2.1 G DEVIATIONS OR QUALIFICATIONS BY THE TENDERER	T.41
T2.1 H CONTRACTOR'S ESTABLISHMENT ON SITE	T.42
T2.1 I CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS	T.43
T2.1 J AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL	T.44
T2.1 K VALID TAX CLEARANCE CERTIFICATE (IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011 PUBLISHED IN GOVERNMENT GAZETTE, NO 34350, DATED 8 JUNE 2011) AND SARS PIN	T.45
T2.1 L CERTIFIED COPY OF CERTIFICATE OF INCORPORATION (IF TENDERER IS A COMPANY)	T.46
T2.1 M CERTIFIED COPY OF FOUNDING STATEMENT (IF TENDERER IS A CLOSED CORPORATION)	T.47
T2.1 N CERTIFIED COPY OF PARTNERSHIP AGREEMENT (IF TENDERER IS A PARTNERSHIP)	T.48
T2.1 O CERTIFIED COPY OF IDENTITY DOCUMENT (FOR THE DIRECTORS / SHAREHOLDERS)	T.49
T2.1 P JOINT VENTURE AGREEMENT (IF TENDERER IS A JOINT VENTURE)	T.50
T2.1 Q CERTIFIED COPY OF CIDB REGISTRATION CERTIFICATE	T.51
T2.1 R ORIGINAL PROPERTY RATES AND TAXES CERTIFICATE OR COPY OF VALID LEASE AGREEMENT (IF RENTING) OF THE COMPANY	T.52
T2.1 S ORIGINAL PROPERTY RATES AND TAXES CERTIFICATE OR COPY OF VALID LEASE AGREEMENT (IF RENTING) OF THE DIRECTORS / SHAREHOLDERS	T.53
T2.1 T ORIGINAL BANK RATING CERTIFICATE	T.54
T2.1 U CERTIFIED COPIES OF CURRICULUM VITAE OF ALL SUPERVISORY AND SAFETY PERSONNEL	T.55
T2.1 V PRO-FORMA CERTIFICATE OF INSURANCE COVER	T.56



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T2.3 A DECLARATION OF GOOD STANDING REGARDING TAX	T.79
T2.3 B FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES	T.80
T2.3 C CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION.....	T.81
T2.3 D CERTIFICATE OF NON-COLLUSIVE TENDER.....	T.82
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T2.1 RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION

T2.1 A CERTIFICATE OF AUTHORITY

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

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

A. Certificate for company

I,....., chairperson of the board of directors of
....., hereby confirm that by resolution of the board
(copy attached) taken on20...., Mr/Mrs.....acting in the
capacity of.....,was authorised to sign all documents
in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....
.....
Chairman

2.....
.....
Date

B. Certificate of partnership

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

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

NAME	ADDRESS	SIGNATURE	DATE

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



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C. Certificate for Joint Venture

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

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

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

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

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

D. Certificate for sole proprietor

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

As Witness:

1.....

.....

Signature: Sole owner

2.....

.....

Date



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E. Certificate for Close Corporation

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

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

NAME	ADDRESS	SIGNATURE	DATE

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



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T2.1 B CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

.....(Tenderer)

of

.....

(address)

.....

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

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

Particulars of person(s) attending the meeting:

Name

Signature.....

Capacity.....

Name.....

Signature.....

Capacity.....

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

Name.....

Signature.....

Capacity.....

Date &Time.....



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T2.1 C SCHEDULE OF PROPOSED SUBCONTRACTORS

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

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Subcontractor	Company Registration Number& CIDB Classification	Description of Work to be executed by Subcontractor
1.			
2.			
3.			
4.			
5.			

Signed.....

Date.....

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

Tenderer.....

....



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T2.1 D SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract is my/our tender is accepted. If found at any stage that the information is false and incorrect, the tender will not be further considered for the award of the contract.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required

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

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

Tenderer.....



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T2.1 E SCHEDULE OF THE TENDERER'S EXPERIENCE

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

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

Signed.....

Date

.....

Name.....

Position.....

Tenderer.....



T.40
MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/MATHOUSAND-R&B/23/24/023

**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS
TO MARAGANENG**

T2.1 F RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed..... Date

.....

Name.....

Position.....

Tenderer.....

....



T.41
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LIM473/MATHOUSAND-R&B/23/24/023

**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS
TO MARAGANENG**

T2.1 G DEVIATIONS OR QUALIFICATIONS BY THE TENDERER

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

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

PAGE	DESCRIPTION

SIGNED ON BEHALF OF TENDERER:



T.42
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LIM473/MATHOUSAND-R&B/23/24/023

**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO
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T2.1 H CONTRACTOR'S ESTABLISHMENT ON SITE

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

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

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

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

SIGNED ON BEHALF OF TENDERER:



T.43
MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/MATHOUSAND-R&B/23/24/023

**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO
MARAGANENG**

T2.1 I CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS

TO: MUNICIPAL MANAGER, MAKHUDUTHAMAGA LOCAL MUNICIPALITY

FROM: _____ (Name of Bidder)

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

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

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

Signatory

Date

Witnesses

1. _____

Full Names

Signature

Date

2. _____

Full Names

Signature

Date



T.44
MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/MATHOUSAND-R&B/23/24/023

CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO MARAGANENG

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

TO: MUNICIPAL MANAGER, MAKHUDUTHAMAGA LOCAL MUNICIPALITY

FROM: _____(Name of the Bidder or Consortium)

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

Signed at _____ Date _____ Month _____ 20 _____

Print Name: _____

Signature: _____

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

Signatory

Date

Witnesses

1. _____

Full Names

Signature

Date

2. _____

Full Names

Signature

Date



T.45
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LIM473/MATHOUSAND-R&B/23/24/023

**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO
MARAGANENG**

**T2.1 K VALID TAX CLEARANCE CERTIFICATE (in terms of the Preferential
PROCUREMENT REGULATIONS, 2011 PUBLISHED IN GOVERNMENT
GAZETTE, NO 34350, DATED 8 JUNE 2011) AND SARS PIN**

Attach Tax
Certificate and
SARS pin



T.46
MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/MATHOUSAND-R&B/23/24/023

**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO
MARAGANENG**

**T2.1 L CERTIFIED COPY OF CERTIFICATE OF INCORPORATION (IF TENDERER IS A
COMPANY)**

Attach
Certificate



**T.47
MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/MATHOUSAND-R&B/23/24/023**

**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO
MARAGANENG**

**T2.1 M CERTIFIED COPY OF FOUNDING STATEMENT (IF TENDERER IS A CLOSED
CORPORATION)**

Attach
Certificate



T.48
MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/MATHOUSAND-R&B/23/24/023

**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO
MARAGANENG**

**T2.1 N CERTIFIED COPY OF PARTNERSHIP AGREEMENT (IF TENDERER IS A
PARTNERSHIP)**

Attach
Certificate



T.49
MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/MATHOUSAND-R&B/23/24/023

**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO
MARAGANENG**

**T2.1 O CERTIFIED COPY OF IDENTITY DOCUMENT (FOR THE DIRECTORS /
SHAREHOLDERS)**

Attach
Certificate



**T.50
MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/MATHOUSAND-R&B/23/24/023**

**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO
MARAGANENG**

T2.1 P JOINT VENTURE AGREEMENT (IF TENDERER IS A JOINT VENTURE)

Attach
Certificate



**T.51
MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/MATHOUSAND-R&B/23/24/023**

**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO
MARAGANENG**

T2.1 Q CERTIFIED COPY OF CIDB REGISTRATION CERTIFICATE

Attach
Certificate



**T.52
MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/MATHOUSAND-R&B/23/24/023**

**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO
MARAGANENG**

**T2.1 R ORIGINAL PROPERTY RATES AND TAXES CERTIFICATE OR COPY OF VALID
LEASE AGREEMENT (IF RENTING) OF THE COMPANY**

Attach
Certificate



**T.53
MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/MATHOUSAND-R&B/23/24/023**

**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO
MARAGANENG**

**T2.1 S ORIGINAL PROPERTY RATES AND TAXES CERTIFICATE OR COPY OF VALID
LEASE AGREEMENT (IF RENTING) OF THE DIRECTORS / SHAREHOLDERS**

Attach
Certificate



T.54
MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/MATHOUSAND-R&B/23/24/023

**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO
MARAGANENG**

T2.1 T ORIGINAL BANK RATING CERTIFICATE

Attach
Certificate



**T.55
MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/MATHOUSAND-R&B/23/24/023**

**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO
MARAGANENG**

**T2.1 U CERTIFIED COPIES OF CURRICULUM VITAE OF ALL SUPERVISORY AND
SAFETY PERSONNEL**

Attach
Certificate



T.56
MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/MATHOUSAND-R&B/23/24/023

**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO
MARAGANENG**

T2.1 V PRO-FORMA CERTIFICATE OF INSURANCE COVER

Attach
Certificate



T.57
MAKHUDUTHAMAGA LOCAL MUNICIPALITY
LIM473/MATHOUSAND-R&B/23/24/023

**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO
MARAGANENG**

PART T2.2: MBD FORMS CHECKLIST



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LIM473/MATHOUSAND-R&B/23/24/023

**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO
MARAGANENG**

T2.2 MBD FORMS CHECKLIST

- | | |
|--------------------------|---|
| <input type="checkbox"/> | MBD 1: INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING |
| <input type="checkbox"/> | MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS |
| <input type="checkbox"/> | MBD 3.1: PRICING SCHEDULE – FIRM PRICES |
| <input type="checkbox"/> | MBD 4: BIDDER'S DISCLOSURE |
| <input type="checkbox"/> | MBD 5: DECLARATION FOR PROCUREMENT ABOVE 10 MILLION |
| <input type="checkbox"/> | MBD 6.1: PREFERENCE POINTS CLAIM FORM |
| <input type="checkbox"/> | MBD 7.1: CONTRACT FORM – PURCHASE OF GOODS / WORKS |



T.59
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CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO MARAGANENG

T2.2 A MBD1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)

BID NUMBER:	LIM473/MATHOUSAND-R&B/23/24/023	CLOSING DATE:	01/09/2023	CLOSING TIME:	12:00
DESCRIPTION	CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO MARAGANENG				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

Tender Box at the Makhuduthamaga Local Municipality Offices, foyer
Makhuduthamaga Local Municipality,
Jane Furse,
Limpopo

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	



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LIM473/MATHOUSAND-R&B/23/24/023

CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO MARAGANENG

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Technical Services	DNA Land Use PTY LTD	
CONTACT PERSON	Ms Lubisi NB	Ms M. Letuma	
TELEPHONE NUMBER	(013) 265 8641	(083) 209 0067	
FACSIMILE NUMBER	(013) 265 8625		
E-MAIL ADDRESS	nosipho@makhuduthamaga.gov.za	moliehi@dnaconsulting.co.za	



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LIM473/MATHOUSAND-R&B/23/24/023

**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO
MARAGANENG**

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|--|--|
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES <input type="checkbox"/> NO |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.



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**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO
MARAGANENG**

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO
MARAGANENG**

T2.2 B MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.



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**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO
MARAGANENG**

T2.2 C MBD 3.1

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM	QUANTITY NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
------	-----------------	-------------	--

- Required by:
- At:
- Brand and Model (if applicable)
- Country of Origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery *Delivery:
Firm/Not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable



**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO
MARAGANENG**

T2.2 D MBD 4.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,
employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



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**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO
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2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

.....

.....

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....

.....

.....

.....



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LIM473/MATHOUSAND-R&B/23/24/023

CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO MARAGANENG

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



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LIM473/MATHOUSAND-R&B/23/24/023

CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO MARAGANENG

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Position

.....

Date

.....

Name of bidder



T.69
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LIM473/MATHOUSAND-R&B/23/24/023

**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO
MARAGANENG**

T2.2 E MBD 5

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES
INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars. ***YES / NO**

.....
.....

* Delete if not applicable

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

***YES /**

NO

3.1 If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

***YES /**

NO

4.1 if yes, furnish particulars

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



**T.70
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LIM473/MATHOUSAND-R&B/23/24/023**

**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO
MARAGANENG**

T. CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.



**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO
MARAGANENG**

MBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

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

The applicable preference point system for this tender is the 80/20 preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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



CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO MARAGANENG

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$



CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO MARAGANENG

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for the 80/20 preference point system.

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

(Note to organs of state: Where either the 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black People	4	
Youth	4	
Woman-ownership of more than 50%	2	
Small, Medium and Micro Enterprises(SMMEs)	4	
People with disability	2	



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**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO
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Local-within Makhuduthamaga Local Municipality Jurisdiction	4	
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DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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



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- alteram partem* (hear the other side) rule has been applied; and
(e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....



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**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO
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T2.2 H MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:



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**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO
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MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS
PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....
- accept your bid under reference numberdated.....for
the supply of
- goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.



CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO MARAGANENG

T2.3 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

T2.3 A	DECLARATION OF GOOD STANDING REGARDING TAX.....	
T2.3 B	FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES	
T2.3 C	CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION	
T2.3 D	CERTIFICATE OF NON-COLLUSIVE TENDER	
T2.3 E	COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003	
T2.3 F	REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME	
T2.3 G	EQUITY OWNERSHIP CLAIMED IN TERMS OF HDI STATUS	
RDP1(E)	SCHEDULE OF LABOUR CONTENT...	
	Error! Bookmark not defined.
RDP2(E)	EMPLOYMENT OF ABE'S
RDP3(E)	HDI EQUITY IN PROJECT	ERROR! BOOKMARK NOT DEFINED.
RDP4(E)	HDI SUPERVISORY STAFF	
RDP5(E)	ABE DECLARATION AFFIDAVIT	
RDP6(E)	GENERIC TRAINING.....	
RDP7(E)	ENTREPRENEURIAL TRAINING	ERROR! BOOKMARK NOT DEFINED.
RDP8(E)	EMPLOYER'S AGENTING SKILLS TRAINING.....	
	



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CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO MARAGANENG

T2.3 A DECLARATION OF GOOD STANDING REGARDING TAX

SOUTH AFRICAN REVENUE SERVICES	<table style="width: 100%;"><tr><td style="width: 60%;">Tender</td><td style="width: 40%;">No:</td></tr><tr><td>Closing</td><td>Date:</td></tr></table>	Tender	No:	Closing	Date:																																																																																																																																												
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<p>I, the undersigned, the above taxpayer/tenderer, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes:</p> <p>(i) Have been satisfied in terms of the relevant Acts; or</p> <p>(ii) That suitable arrangements have been made with the Receiver of Revenue, to satisfy them.*</p> <p>.....</p> <table style="width: 100%;"><tr><td style="width: 33%;">SIGNATURE</td><td style="width: 33%;">CAPACITY</td><td style="width: 33%;">DATE</td></tr></table> <p>PLEASE NOTE: * The declaration (ii) cannot be made unless formal arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/outstanding tax returns.</p>		SIGNATURE	CAPACITY	DATE																																																																																																																																													
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**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO
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T2.3 B FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES

1. FINANCIAL STATEMENTS

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

2. DETAILS OF CONTRACTOR'S BANK ACCOUNT

I/We furnish the following information:

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

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

SIGNED ON BEHALF OF THE TENDERER:

DATE:



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**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO
MARAGANENG**

T2.3 C CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION

The tenderer is to affix to this page either:

- Written proof of his registration with the CIDB as the relevant Category 7CE or Higher

Or

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

Note:

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



**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO
MARAGANENG**

T2.3 D CERTIFICATE OF NON-COLLUSIVE TENDER

1 IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:

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

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

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

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

SIGNED ON BEHALF OF TENDERER:



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MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO
MARAGANENG**

T2.3 D CERTIFICATE OF NON-COLLUSIVE TENDER (continued)

IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:

We certify that this is a bona fide tender.

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

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

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

SIGNED ON BEHALF OF TENDERER:



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**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS
TO MARAGANENG**

**T2.3 E COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
AND CONSTRUCTION REGULATIONS, 2003**

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

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

SIGNED ON BEHALF OF THE TENDERER:

Note to tenderer:

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



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**T2.3 F REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND
DEVELOPMENT PROGRAMME**

M1 General

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

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

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

K2 Definitions

M2.1 Contract Participation Goal (CPG)

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

M2.2 Affirmable Business Enterprise (ABE)

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

- a) which is at least 51 % Owned by one or more Previously Disadvantaged Individuals (PDI) or in the case of a company, at least 51 % of the shares are owned by one or more Previously Disadvantaged Individuals (PDI) and
- b) whose management and daily business operations are under the control of one or more of the Previously Disadvantaged Individuals (PDI) who effectively own it provided that during the period for which the business has been operating or the previous three financial years, whichever period is the lesser, the average annual turnover of the business (excluding VAT and any turnover generated in respect of work performed by other parties in a joint venture or a consortium) does not exceed:
 - 1) R10 million in respect of contractors who mainly perform Civil Employer's Agent Services.
 - 2) R2,5 million in respect of labour-only subcontractors
 - 3) R10 million in respect of Manufacturers
 - 4) R15 million in respect of Suppliers



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

M2.3 “Historically Disadvantaged Individuals (HDIs)” means all South African Citizens

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

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

M2.4 Target values

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

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

Labour Maximisation	:	10%
ABE support	:	25%

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

HDI Supervisory Staff : 10%

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



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M3 Preferential Procurement Point System Policy

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

M4 Contract Participation Performance (CPP)

M4.1 The Contractor's Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the Contract Participation Goal (CPG) he proposed in his tender. Failure to reach the CPG will make him liable for a penalty as prescribed in Section C3.3.1.5 of the Preferential Procurement Point System Policy.

M4.2 Monitoring of CPG

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

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

M5 Training

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



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T2.3 G EQUITY OWNERSHIP CLAIMED IN TERMS OF HDI STATUS

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

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

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

	%
--	---	-------

Equity ownership by women	%
----------------------------------	---	-------

2. DECLARATION WITH REGARD TO EQUITY

2.1 Name of firm :

2.2 VAT registration number :

2.3 Company registration number :

2.4 TYPE OF FIRM

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

[TICK APPLICABLE BOX]

2.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

2.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

2.6 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?



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

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

***Indicate YES or NO**



2.9 Consortium / Joint Venture

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

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

*Indicate YES or NO:



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

I / we acknowledge that:

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

WITNESSES:

1

SIGNATURE(S) of TENDERER(S)

2

DATE:

ADDRESS:



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RDP1(E) SCHEDULE OF LABOUR CONTENT

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

The specified target value is 10%

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

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

Notes to Tenderer:

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

SIGNED ON BEHALF OF THE TENDERER:



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RDP3(E) HDI EQUITY IN PROJECT

The tenderer shall complete the table below

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

Notes to tenderer:

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

SIGNED ON BEHALF OF THE TENDERER



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RDP5(E) ABE DECLARATION AFFIDAVIT

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

SIGNED ON BEHALF OF THE TENDERER

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



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RDP6(E) GENERIC TRAINING

Name of Training Institution:

Name of Programme:

Trainer's Name	Qualification	Subject

Notes to tenderer:

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

SIGNED ON BEHALF OF THE TENDERER



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RDP7(E) ENTREPRENEURIAL TRAINING

Name of Training Institution:

Name of Programme:

Trainer's Name	Qualification	Subject

Notes to tenderer:

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

SIGNED ON BEHALF OF THE TENDERER



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RDP8(E) EMPLOYER'S AGENTING SKILLS TRAINING

Name of Training Institution:.....

Name of Programme:

Trainer's Name	Qualification	Subject

Notes to tenderer:

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

SIGNED ON BEHALF OF THE TENDERER



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**T2.4 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED
 INTO THE CONTRACT**

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T2.4 C	ALTERATIONS BY TENDERER.....	
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T2.4 F	SUPERVISORY AND SAFETY PERSONNEL	
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**T2.4 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE
CONTRACT**

T2.4 A SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tendered unit rates, in the table below. The amounts for contingencies and contract price adjustment shall not be included.

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

SIGNED ON BEHALF OF TENDERER:



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T2.4 B RATES FOR SPECIAL MATERIALS

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

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

The Compiler should state the Base Month.

SPECIAL MATERIALS	UNIT *	RATE OR PRICE FOR THE BASE MONTH

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

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

SIGNED ON BEHALF OF TENDERER:



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T2.4 C ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departures from or modifications to the General or Special Conditions of Contract, the Specifications, the Schedule of Quantities or the Drawings, or to qualify his/her tender in any way, he/she shall set out his/her proposals clearly hereunder or alternatively state them in a covering letter attached to his tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

Page	Clause or Item

SIGNATURE OF TENDERER: DATE:



T2.4 D WORKS PREVIOUSLY EXECUTED

The following is a statement of major relevant works successfully executed by myself/ourselves in recent years:

Employer	Employer's Agent *	Nature of Works	Value of Works	Duration and Completion Date

Failure to detail the required information, shall signify that the tender is submitted by an inexperienced tenderer.

SIGNATURE OF TENDERER: DATE:

* State firm, contact person and telephone number.



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T2.4 E PRESENT COMMITMENTS

Employer	Consulting Engineer *	Nature of Works	Value of Works	Duration and Completion Date

SIGNATURE OF TENDERER: DATE:

* State firm, contact person and telephone number.



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T2.4 F SUPERVISORY AND SAFETY PERSONNEL

PREVIOUS EXPERIENCE ON WORKS OF A SIMILAR NATURE DURING THE LAST FIVE YEARS

Name	% Time on Site	Position (Current)	Service (Years)	Name of Project And year executed	Value of Works	Position Occupied
Contracts Manager						
Contractor's Site Agent						
Contractor's Foremen						
Construction Health and Safety Officer						

Tenderers shall indicate the percentage of working time these persons will be engaged on site. Tenderers are required to provide copies of curriculum vitae's of all supervisory and safety personnel.

SIGNATURE OF TENDERER: DATE:



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**T2.4 G CONTRACT PARTICIPATION GOAL (CPG) SCHEDULE: PARTICIPATION OF
TARGETED LABOUR**

1. DEFINITIONS

The following definitions shall apply to this schedule:

1.1 Targeted labour

Individuals, employed by the Contractor or approved SMME/ABE subcontractors in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

1.2 Target Group

For this project the contract does not specify the target group based on gender, age or disability. However, specifically excluded from the Target Group is the Contractor's own staff, unless such staff are also from the Target Area.

1.3 Target Area

The target area is defined as the area resorting under the Makhuduthamaga Local Municipality Areas, in which the project is located.

2. CONDITIONS ASSOCIATED WITH THE GRANTING OF CPG CREDITS

The Tenderer, undertakes to:

- (1) engage Targeted Labour in accordance with the provisions of the SANS 1914-5 as varied in Section 3 hereunder;
- (2) accept the sanctions set out in Section 4 below should such conditions be breached; and



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(3) complete the Tendered Contract Participation Goal contained in section 5 of this schedule.

3. VARIATIONS TO THE TARGETED CONSTRUCTION PROCUREMENT SPECIFICATION SANS 1914-5

The variations to SANS 1914-5 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-5, the requirements of the variations shall prevail:

- 3 Requirements
- 3.1 Contract participation goal

ADD THE FOLLOWING TO 3.1.1:

“Targeted labour shall be engaged in the performance of the contract to the value of% (insert %) of the Net Amount as defined in 2.6 of SANS 1914-5.”

4. SANCTIONS

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = \frac{1.0 \times (D - Do) \times NA}{(100)}$$

where:

- D = tendered Contract Participation Goal percentage
- Do = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the Contract
- NA = Net Amount (Actual contract expenditure, excluding VAT)
- P = Rand value of penalty payable.



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5. TENDERED CONTRACT PARTICIPATION GOAL (minimum set-aside on this contract is 7.5%)

I/we hereby tender a Contract Participation Goal of% for the Participation of Targeted Labour.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the tenderer, confirms that he/she understands the conditions under which such Contract Participation Goal is approved and confirms that the tender satisfies the conditions pertaining to the Contract Participation Goal for the Participation of Targeted Enterprises.

SIGNATURE:

NAME:

DULY AUTHORISED TO SIGN ON BEHALF OF CONTRACTOR:



CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO MARAGANENG

T2.4 H LABOUR UTILISATION

Labour Categories - Definitions

NOTE: These definitions serve as a guideline to complete the following table and will in no respect alter the Project Specifications or Standardised Specifications.

1. General Foreman/Foreman

An employee who gives out work to and directly co-ordinates and supervises employees. His/her duties encompass any one or more of the following activities:

- (a) Supervision
- (b) Maintaining discipline
- (c) Ensuring safety on the workplace
- (d) Being responsible to the Contractor for efficiency and production for his/her portion of the works
- (e) Performing skilled work, whether in an instructional capacity or otherwise.

2. Charge hand

An employee engaged in any one or more of the following activities:

- (a) Being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan
- (b) Giving out work to other employees under his/her control and supervision
- (c) Ensuring safety on the workplace
- (d) Maintaining discipline
- (e) Being directly responsible to a general foreman or foreman or the Contractor or the Contractor's representative for efficiency and production for his/her portion of the works.



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3. **Artisan**

An employee who has successfully completed all prescribed courses at a practical institutional training centre for a particular trade and who has successfully completed the on-site period of training as prescribed and who has successfully passed the prescribed trade tests.

4. **Team Leader**

An employee engaged in any one or more of the following activities:

- (a) Being employed in a supervisory capacity, but who may also be doing the work of a skilled person
- (b) Giving out work to other employees under his control and supervision
- (c) Maintaining discipline
- (d) Being directly responsible to a Charge hand or a foreman or a general foreman or the employer's authorised representative for efficiency and production for his portion of the works.



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5. Skilled Employee

An employee engaged in an ancillary trade or an assistant artisan.

6. Semi-Skilled Employee

An employee with any specified skills, an apprentice or a trainee-artisan.

7. Unskilled Employee

An employee engaged on any task or operation not specified above.

8. Imported Employee

Personnel permanently employed by Contractor.

9. Local Employee

Temporary workforce employed through Labour Desk.

Note: Man-Days table on next page.



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MAN DAYS

Categories	NO. OF MAN DAYS	
	C3.1.2 IMPOR TED	C3.1.3 LOCAL
1. Contracts Manager		
2. Site Agent		
3. Foreman/Supervisors (specify type)		
3.1		
3.2		
3.3		
4. Safety Inspectors (specify type)		
4.1		
4.2		
5. Charge hands		
6. Artisans		
7. Operators/Drivers		
8. Clerks/Storeman		
9. Team Leader		
10. Skilled Labour		
11. Semi-skilled Labour		
12. Unskilled Labour		

SIGNATURE OF TENDERER: DATE:



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T2.4 I COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the Employer and the Employer's Agent as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 OF 1993) and its Regulations? YES / NO

2. Who will prepare the Contractors Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).
.....

3. Does the Contractor have a health and safety policy? (If yes, provide a copy). YES / NO
How is this policy communicated to all employees?
.....

4. Does the Contractor keep records of safety aspects of each construction site? YES / NO
If yes, what records are kept?
.....

5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attends these meetings? YES / NO
.....

6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? YES / NO
If yes, please explain his duties and provide a copy of his CV.
.....



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.....

7. Does the Contractor have trained first aid employees? If yes, indicate who. YES / NO

.....

8. Does the Contractor have a safety induction training programme in place? YES / NO
(If yes, provide a copy).

SIGNATURE OF TENDERER: DATE:



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T2.4 J PLANT AND EQUIPMENT

1. Major Plant and Equipment available for this Contract:

Quantity	Size, Description, Capacity, etc

2. Major Plant and Equipment that will be acquired for this contract if my/our tender is accepted:

Quantity	Size, Description, Capacity, etc

SIGNATURE OF TENDERER: DATE:



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T2.4 K SUB-CONTRACTORS

The tenderer shall list below any subcontractors he/she intends to employ to carry out part(s) of the Works.

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

Company	Portion of Contract	Approx. Value

SIGNATURE OF TENDERER: DATE:



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T2.4 L SITE INSPECTION CERTIFICATE

As required by the Tender Data, I/we certify that I/we have visited the site of the Works and attended the compulsory site visit and clarification meeting on the date certified below.

I/we further certify that I am/we are satisfied with the description of the Work and the explanations given by the Employer's Agent at the site visit and clarification meeting.

SIGNATURE OF TENDERER: DATE:
.....

C3.1.3.1 Site Visit

This will certify that.....

Representing.....

attended a Site Inspection for this Contract
on 20.....

FOR THE EMPLOYER'S AGENT: (signed)



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T2.4 M AUTHORITY OF SIGNATORY

With reference to Clause 2.13.4 of the Tender Data, Part T1.1, I/we herewith certify that this tender is submitted by: *(Mark applicable block)*

- (a) A company, and attach hereto a certified copy of the required resolution of the Board of Directors ☐
- (b) A partnership, and attach hereto a certified copy of the required resolution by all partners ☐
- (c) A close corporation, and attach hereto a certified copy of the required resolution of the Board of Officials ☐
- (d) A one-man business, and attach hereto certified proof that I am the sole owner of the business submitting this tender ☐
- (e) A joint venture, and attach hereto: ☐
- An notarially certified copy of the original document under which the joint venture was constituted
 - Certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture

SIGNATURE OF TENDERER: DATE:.....



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**T2.4 N PROSPECTIVE TENDERER'S REGISTRATION FORM /CHANGE OF REGISTRATION
FORM**

The Main Tenderers, Subcontractors or Joining Entities listed in Table 1 of the Schedule No 7 must complete this form despite the fact that they must register as a Registered Tenderer separately.

All Tenderers (Main Contractor, Subcontractors or Joining Entities) intending to tender, or a Registered Tenderer who's registration information has changed in the meantime, must complete this form and submit it to the client not later than 7 days before the closing of the relevant tender.

*** Complete in full (indicate N/A where not available or applicable) and indicate if the information is submitted for the first time (F), it is unchanged (U) or has changed (C) since the previous submission.**

- Name of Business (or person, in case of goods/services provided by a person):
..... ()*
- Official physical address of business, e-mail, telephone and fax numbers:
Address: ()*
e-mail: ()*
Telephone: ()*
Fax: ()*
- Electricity account no. if a local business: ()*
- Type of business (Company, cc, etc): ()*
- Main business activity (Stationary Dealer, Building Contractor, etc):
..... ()*
- Estimated annual turnover (to remain confidential): R ()*
- Full name of controlling shareholder if not a one-man business (to remain confidential):
..... ()*



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- Equity held by HDI's in the above-mentioned business:

Full Name	ID No	Race	Sex (M/F)	Age	Disability Status	Personal Tax No	Equity Ownership %

I, the owner/manager of the above-mentioned business declare that the above-mentioned information is complete and correct, and that I am fully aware of the penalty that will apply if the tenders are allocated to the above-mentioned business on its own or as a joining entity, based on wrong information submitted above.

SIGNATURE OF TENDERER: DATE:



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T2.4 O JOINT VENTURE AGREEMENT

The following legal business entities agree to deliver the services and/or goods as required under this Contract as a Joint Venture as follows:

Name and Addresses of Joint Venture:

.....

.....

Consisting of the following businesses (Joining Entities)

NAME JOINING ENTITY	TAX No	PROPORTIONAL PAYMENT THAT WILL BE RECEIVED UNDER THIS CONTRACT
.....%
.....%
.....%
.....%
.....%

The above-mentioned Joint venture will execute the Contract under the management of (full name)

.....

who is an employee of (name of joining entity)

and in accordance with any further agreements as attached to this document, titled

.....

and dated(if applicable).

Bank guarantees and retention money (where required) will be provided or paid by (name of joining entity)

.....

who will be responsible for the fulfilment of the retention obligations (where required) asset out in the Contract Document.



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Signed by the duly authorized representatives of the above-mentioned Joint Entities:

JOINING ENTITY AND POSITION	FULL NAME (Position)	SIGNATURE	DATE
.....
.....
.....
.....
.....
WITNESSES:	1.
	2.

SIGNATURE OF TENDERER: DATE:



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T2.4 P PREFERENTIAL PROCUREMENT

List all partners, proprietors and shareholders and complete the table.

Name	Proportional percentage contribution only if a Joint Venture (1*)	HDI			% Owned (5*)	Other Specific Goals	
		No franchise prior to elections (2*)	Women (3*)	Disabled (4*)		Joint venture with local SMM E (6*)	Located in MAKHUDUTHAMAGA LOCAL MUNICIPALITY (7*)

- * Notes:
- (1) Joint Venture agreement in Section T 2.2 of this document.
 - (2) States Yes or No.
 - (3) States Yes or No.
 - (4) States Yes or No.
 - (5) Indicate percentage Equity Ownership.
 - (6) States Yes or No.
 - (7) States Yes or No.



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Total HDI Equity Ownership (EP) %

Tender adjudication points claimed for Equity ownership of HDI's within the enterprise:

$$\text{NEP} = \frac{6}{100} \times \text{EP} = \frac{6}{100} \times \text{EP} \%$$

$$\text{NEP} = \dots\dots\dots$$

Calculation of preferential points:

$$\text{TPP} = \text{NEP} + \text{L(Locality)}$$

Where:

TPP = Total Preference Points scored

NEP = Points scored for Equity Ownership

L = Points scored for being located in Makhuduthamaga Local Municipality.

$$\text{TPP} = \dots\dots\dots + \dots\dots\dots = \dots\dots\dots$$

SIGNATURE OF TENDERER: DATE:



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T2.4 Q AFFIDAVIT

Affidavit to be completed by every member of a company, closed corporation, trust, partnership or other business entity, claiming preference points regarding their HDI-status:

1. I, the undersigned, hereby
(Full name and surname)

certify that I am a of the tenderer.
(Member, Director, Partner, Owner)

2. I furthermore certify that I personally hold% (per cent) equity shares in the above mentioned business venture and are actively involved in the management and control of the business.

Signed at on this day of20.....

.....
SIGNATURE

I certify that the deponent has acknowledge that he/she knows and understands the contents of this declaration.

This declaration has been sworn/affirmed before me at

on this day of20.....

.....
STAMP:
COMMISSIONER OF OATHS

I, THE UNDERSIGNED, ACTING IN MY CAPACITY
AS

THE COMPANY/CORPORATION/BUSINESS VENTURE:
.....

.....
Hereby gives Makhuduthamaga Local Municipality and its delegates the right to inspect any documents in our possession pertaining to the verification of information reflecting the equity held in our company/corporation/ business venture.

Signed at on this day of20.....

Hereby gives Makhuduthamaga Local Municipality and its delegates the right to inspect any documents in our possession pertaining to the verification of information reflecting the equity held in our company/corporation/ business venture.

Hereby gives Makhuduthamaga Local Municipality and its delegates the right to inspect any documents in our possession pertaining to the verification of information reflecting the equity held in our company/corporation/ business venture.



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Signed at on this day of20.....

.....
SIGNATURE



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T2.4 T DECLARATION OF INTEREST

Tenderers are to satisfy the Employer and the Employer's Agent to their independence of service in the state as well as proof prohibiting them from doing business with the private sector by answering the following questions and providing the relevant confirmation required below:

		<u>YES</u>	<u>NO</u>
(1)	Whether he/she is in the service of the state, or has been in the service of the state in the previous twelve months	<input type="checkbox"/>	<input type="checkbox"/>
(2)	In the event that the provider is not a natural person, whether any of its directors, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months	<input type="checkbox"/>	<input type="checkbox"/>
(3)	Whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months	<input type="checkbox"/>	<input type="checkbox"/>
(4)	Proof that his name does not appear on a database maintained by the national treasury as a person prohibited from doing business with the private sector	<input type="checkbox"/>	<input type="checkbox"/>

SIGNATURE OF TENDERER:

DATE:



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T2.4 U BANKING DETAILS

Bank Name:

.....

Account Holder's Name:

Account Number:

Branch Code:

.....

Contact Person:

Contact Number:

SIGNATURE OF TENDERER:

SIGNED ON BEHALF OF:

DATE:



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T2.4 V RATES FOR SPECIAL MATERIALS

Each material dealt with as a special material in terms of sub clause 49(3) of the general conditions of contract is stated in the list below. The provisions of the contract price adjustment schedule of the general conditions of contract shall apply to such special materials. The rates and prices for the special materials shall be furnished by the tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies.

SPECIAL MATERIAL	UNIT	DELIVERY BULK/CONTAINER *	RATE OR PRICE FOR THE BASE MONTH

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

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

SIGNATURE OF TENDERER: DATE:

END OF SECTION



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**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO
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MAKHUDUTHAMAGA LOCAL MUNICIPALITY

BID NUMBER: LIM473/MATHOUSAND-R&B/23/24/023

**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM
MATHOUSANDS TO MARAGANENG**

PORTION 1: TENDER

PART T2: RETURNABLE DOCUMENTS AND SCHEDULES



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PART T2.5: RETURNABLE DOCUMENTS CHECKLIST



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CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO MARAGANENG

CHECKLIST

The following information <u>MUST</u> be completed in full and/or attached to the tender document:		
RETURABLE DOCUMENT	Y E S	N O
1. COMPLETE THE DOCUMENT WITH A BLACK INK, INITIAL WHERE ALTERED AND INITIAL EVERY PAGE, COMPLETE FORM OF OFFER.		
2. COMPANY REGISTRATION DOCUMENT		
3. ID COPIES COMPANY DIRECTORS: CERTIFIED.		
4. ORIGINAL SIGNATORY AUTHORISATION LETTER ON A COMPANY LETTER HEAD.		
5. VALID TAX CLEARANCE CERTIFICATE AND SARS PIN		
6. COMPLIANT CENTRAL SUPPLIER DATABASE, JV SHOULD SUBMIT FOR BOTH COMPANIES		
7. CIDB, JV SHOULD SUBMIT CONSOLIDATED CIDB		
8.		
9. LETTER OF GOOD STANDING: CERTIFIED		
10. RECENT ORIGINAL STAMPED LETTER FROM THE BANK WITH RATING		
11. COMPANY AND DIRECTORS PROOF OF MUNICIPAL ACCOUNT FOR WATER AND LIGHTS ARE NOT IN ARREARS; AND SHOULD NOT BE OLDER THAN 3 MONTHS/ RECENT AND ORIGINAL PROOF OF RESIDENCE FROM TRADITIONAL AUTHORITY OR VALID LEASE AGREEMENT ACCOMPANIED BY RECENT PROOF OF PAYMENT FOR MUNICIPAL RATES AND TAXES OF THE LESSOR		
12. PROGRAM OF WORKS, SCHEDULE OF MONTHLY EXPENDITURE		
13. JOIN VENTURE AGREEMENT: WHERE APPLICABLE <ul style="list-style-type: none">• CIDB CONSOLIDATED		



CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS TO MARAGANENG

RETURNABLE DOCUMENT	Y	N
<ul style="list-style-type: none">CONSOLIDATED B-BBEE CERTIFICATE	E	C
14. COMPLETE THE DOCUMENT WITH A BLACK INK; INITIAL WHERE ALTERED AND INITIAL EVERY PAGE, COMPLETE FORM OF OFFER.		
15. SITE INSPECTION CERTIFICATE		

Reasons for non-compliance:

.....

.....

Contact Details:

Office Phone No:

Office Fax No:

Cell phone No:NAME IN CAPITAL (BLOCK) LETTERS SIGNATURE

END OF SECTION



C.1
MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS
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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
PART C5	ANNEXURES



C.2
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**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS
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PARTC1: AGREEMENT AND CONTRACT DATA

C1.1	FORM OF OFFER AND ACCEPTANCE.....	C.3
C1.2	AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993 AND APPOINTMENT AS MINE MANAGER IN TERMS OF SECTION 3(1)(A) OF MINE HEALTH AND SAFETY ACT 29 OF 1996.....	C.7
C1.3	PERFORMANCE GUARANTEE	C.11
C1.4	CONTRACT DATA	C.13
C1.5	FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997).....	C.29
C1.6	APPOINTMENT IN TERMS OF SECTION 4 OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997).....	C.31
C1.7	MINE HEALTH AND SAFETY ACT NO. 29 OF 1996 AND AMENDMENT ACT NO. 72 OF 1997.....	C.32
C1.8	AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997).....	C.33



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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 for the procurement of:`

CONTRACT No.: LIM473/MATHOUSAND-R&B/23/24/023

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

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

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

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

Rand (in words); (in figures)

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

Signature(s)

Name(s)

Capacity

for the tenderer..... ..

(Name and address of organization)



C.4
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Name and
signature of
witness 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:

- PARTC1 Agreements and contract data, (which includes this agreement)
- PART C2 Pricing data
- PARTC3 Scope of work
- PARTC4 Site information
- PARTC5 Annexures

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

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

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

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

Signature(s)

Name(s)

Capacity

for the Employer
(Name and address or organization)



C.5
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**CONSTRUCTION OF ACCESS ROAD AND BRIDGE FROM MATHOUSANDS
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Name and signature of witness..... Date:

Schedule of Deviations

Item	Deviation Details

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

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

For the Contractor:

Signature(s)

Name(s)

Capacity

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

Name and
signature of
witness Date:

For the Employer:

Signature(s)

Name(s)

Capacity



C.6
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.....
(Name and address of organization)

Name and
signature of
witness

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



C.7
MAKHUDUTHAMAGA LOCAL MUNICIPALITY
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**C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY
ACT 85 of 1993 AND APPOINTMENT AS MINE MANAGER IN TERMS OF
SECTION 3(1)(a) OF MINE HEALTH AND SAFETY ACT 29 of 1996.**

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

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

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

NOW THEREFORE THIS AGREEMENT WITNESS 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 Employer’s Agent requiring him to commence the execution of the Works, to either:
 - a) the date of the final certificate issued in terms of clause 49 of the General Conditions of Contract for Construction Works 2015 (Second Edition) as issued b the South African Institution of Civil Employer’s Agenting (hereinafter referred to as “the GCC 2015”), as contained in the contract documents pertaining to this contract, or
 - b) the date of termination of the contract in terms of clause 9.19.2 or 9.3 of the GCC 2015.
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



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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
 - 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.



C.9
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Further to the abovementioned, where contracts involve quarries or borrow pits, the following shall be applicable:-

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

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

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

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

You are to appoint the prescribed persons to assist you in your duties and functions, and you are hereby authorised and obliged to take all reasonable measures to comply with



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legislative requirements. You are to ensure that an acting mine manager is appointed when you are to be absent, or on leave for a period longer than five (5) days.

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

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

It would be the responsibility of yourself to report any shortcomings, in relation to the implementation of applicable legislation which you are unable to rectify, immediately in writing to the appointed owner representative. In witness thereof the parties have set their signatures heron in the presence of the subscribing witnesses:

SIGNED FOR ON BEHALF OF THE EMPLOYER/SECTION 4.1 APPOINTEE

.....

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

NAME

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

DATE:

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

.....

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

NAME

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

DATE: DATE:.....

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



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C1.3 PERFORMANCE GUARANTEE

MUNICIPAL MANAGER
MAKHUDUTHAMAGA MUNICIPALITY
PRIVATE BAG X434
JANE FURSE
1085

CONTRACT

I/We, the undersigned,

.....

.....

acting herein in my/our capacity as

.....

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

.....(Herei

nafter referred to as "the

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

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

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

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

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

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



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It is recorded that this guarantee shall remain in force until all moneys which might become due and payable by the Contractor to the Municipal Manager have been paid and you or the

said Municipal Manager shall always be entitled without your or the Municipal Manager's rights being affected, to release securities, to give time, to compound or to make any other arrangements with the Contractor, and any alteration or variation of the said Contract shall in no way release the Guarantor from liability in terms of this Guarantee.

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

This Guarantee shall lapse upon the issue of the Completion Certificate in terms of Clause 5.14.4 of the General Conditions of Contract 2015.

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

AS WITNESSES:

1.

GUARANTOR

ADDRESS:.....

.....

2.

ADDRESS:.....

.....



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C1.4 CONTRACT DATA

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract (GCC) for Construction Works, 3rd Edition (2015), (displaying “2nd Print” on the frontispiece); and published by the South African Institution of Civil Engineering, are applicable to this Contract.

The General Conditions of Contract, hereinafter referred to as GCC 2015, are not bound into this document, but are available at the Contractor’s expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685. Each party to the Contract shall purchase its own copy of the correct print edition of the GCC 2015 that applies to this Contract (see Notes on the next page).

NOTES

Note 1

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

Note 2

Certain pro-forma forms and pro-forma agreements contained in the GCC 2015 have been adapted for this particular contract. Those pro-forma forms and pro-forma agreements contained in the GCC 2015 do not apply where replaced by similar pro-forma forms and pro-forma agreements in this procurement document.



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CONTRACT DATA

In terms of Clause 1.1.7 of the General Conditions of Contract for Construction Works, 3rd Edition (2015), the following Contract Data apply to this Contract.

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

Part 1: Data provided by the Employer

Clause	Contract Data
1.1.1.5	<p>Add the following to the Clause after the last sentence.</p> <p>“The contract shall come into effect when the employer issues a letter to the contractor stating that his tender has been accepted / the contract has been awarded to the contractor, or upon receipt of the signed contract document by the contractor from the employer.”</p>
1.1.1.12	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“The special non-working days are all South African statutory holidays and as further defined in Clause 5.8.1.”</p>
1.1.1.14	<p><i>ADD THE FOLLOWING TO THE END OF THIS DEFINITION:</i></p> <p>“This Clause shall apply mutatis mutandis to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.</p> <p>The time for completion of the Works is indicated in Clause 5.5.1. The Due Completion Date shall be 10 months”</p>
1.1.1.15	<p>The Employer is Makhuduthamaga Local Municipality.</p>
1.1.1.16	<p>The Employers Agent means any Director, Associate or Professional Engineer appointed generally or specifically by the management of the firm DNA Land Use (Pty)Ltd to fulfil the functions of the Engineer in terms of the Conditions of Contract.</p>
1.2	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p>



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Clause	Contract Data
	<p>“1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.</p> <p>1.2.1.4 Posted to the Contractor’s address, and delivered by the postal authorities.</p> <p>1.2.1.5 Delivered by a courier service, and signed for by the recipient or his representative.</p>
	<p>The address of the Employer is:</p> <p style="padding-left: 40px;">Makhuduthamaga Local Municipality The Municipal Manager Roads and Storm Water Private Bag X434 Jane Furse 1085</p> <p>The address of the Employer’s Agent is:</p> <p style="padding-left: 40px;">Physical address:</p> <p style="padding-left: 40px;">DNA Land Use PTY LTD 487 Kekana Street Modimolle 014 E-mail address: info@dnaconsulting.co.za</p> <p style="padding-left: 40px;">Contact numbers:</p> <p style="padding-left: 40px;">Cell: +27 11 045 0454 Fax: +27 82 819 6411</p>
1.3.5	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“The copyright in all documents, drawings and records (prepared by the Employer’s Agent) related in any manner to the Works shall vest in the Employer or the Employer’s Agent or both (according to the dictates of the Contract that has been entered into by the Employer’s Agent and the Employer for the Works and as accorded by law), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.”</p>



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Clause	Contract Data				
3.2.3	The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following table:				
	Delegated to ER*	Requires EWA*	GCC Clause No	Description	Financial limit per occurrence
		Y	1.2.1.2	Change of address	NA
	N		2.2.3	Adverse physical conditions	NA
			2.4.1	Ambiguity in or discrepancy between documents	NA
		Y	3.3.1	Employer's Agent's appointment and termination	NA
		Y	3.3.4	Employer's Agent's acting on Employer's Agent's behalf	NA
			3.3.6	Employer's Agent's orders or instructions causing dissatisfaction	NA
			4.3.1	Proof of compliance with applicable laws	NA
			4.3.2	Proof of good standing with payments in terms of legislation	NA
			4.4.2	Subcontractor to be approved	NA
			4.5.4	Payment for notices and fees	R.....
			4.7.1	Fossils, etc. on Site	NA
		Y	4.8.2	Facilities for others	NA



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Clause	Contract Data				
		Y	4.9.1	Removal of Construction Equipment from Site	NA
			4.10.1	Use of Site for Contractor's employees	NA
			4.10.2	Contractor's employee information	NA
			4.11.2	Removal of Contractor's employee from Works	NA
			4.11.2	Re-employment of Contractor's employee	NA
		Y	4.12.2	Approval of Construction Manager	NA
			5.3.1	Commencement of the Works	NA
			5.6.3	Approval of programme	NA
			5.6.4	Adjustment of programme	NA
		Y	5.7.1	Rate of progress falling behind programme	NA
		Y	5.7.1	Steps taken to expedite progress	NA
			5.7.2	Work at night	R.....
		Y	5.7.3	Acceleration of rate of progress	NA
			5.7.3	Payment for acceleration	R.....
		Y	5.8.1.1	Work during non-working times	R.....
			5.9.1	Instructions and drawings on Commencement Date	NA
			5.9.2	Further instructions and drawings	NA



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Clause	Contract Data				
			5.9.3	Requested instructions and drawings	NA
		Y	5.9.7	Contractor's designs	NA
		Y	5.9.7	Departing from Contractor's designs	NA
		Y	5.11.2	Suspension of the Works	NA
			5.11.6	Proceeding with Works after suspension	NA
	N		5.12.4	Acceleration instead of extension of time	R.....
			5.13.2	Reduction in penalty	R.....
	N	Y	5.14.1	Work to be completed for Practical Completion	NA
	N	Y	5.14.2	Certificate of Practical Completion	NA
	N		5.14.4	Certificate of Completion	NA
	N		5.16.1	Final Approval Certificate	NA
		Y	6.3.1	Variation orders	R.....
		Y	6.3.2.1	Confirmation of a Variation Order	NA
			6.4.1	Valuation of a Variation Order	NA
			6.4.1.3	Consultation on valuation of a Variation Order	NA
			6.4.1.4	Dayworks as a Variation Order	R.....
		Y	6.4.2	Delivering the valuation of a Variation Order	NA
			6.5.1.3	Construction Equipment rates for dayworks	NA



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Clause	Contract Data				
			6.5.2	Materials for dayworks	R.....
			6.5.3	Workmen, materials and Construction Equipment used for dayworks	NA
			6.6.1	Provisional sum work	
			6.6.3	Prime cost work	
			6.7.2	Valuation of the Works	NA
			6.7.3	Measurement of work	NA
			6.8.4	Costs due to changes in legislation	NA
			6.9.3	Plant and materials becoming property of Employer	NA
			6.10.1	Monthly payment certificate	NA
			6.10.4	Delivery of payment certificate	NA
			6.10.7	Correction of previous payment certificate	NA
			6.10.8	Completion payment certificate	NA
			6.10.9	Final payment certificate	NA
			6.11.1	Variations exceeding 15%	
			7.1.1	Unsuitable Construction Equipment	NA
			7.4.1	Samples of materials	NA
			7.4.2	Test specimens	NA
			7.4.3	Tests	NA



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Clause	Contract Data				
			7.4.5	Reports on tests	NA
			7.5.1	Covering up work	NA
		Y	7.5.2	Delivery of Plant to Site	NA
		Y	7.5.3	Testing and examining Plant and work	NA
			7.5.5	Uncovering work	NA
		Y	7.6.1	Making good and retesting of Plant	NA
			7.6.2	Plant failing testing	NA
		Y	7.6.3	Removal of improper work	NA
		Y	7.7.1	Search for defects	NA
		Y	7.8.1	Making good of defects	NA
		Y	7.9.1	Work by others during emergency	NA
			8.2.2.2	Damage due to excepted risks	NA
			8.5.1	Reporting accidents	NA
			9.1.5	Termination of Contract	NA
N	Y		9.2.1	Consultation on breach of Contract by Contractor	NA
N	Y		9.2.1	Breach of Contract by Contractor	NA
N	Y		10.1.3	Facts to assess Contractor's claim	NA
N	Y		10.1.5	Consultation on Contractor's claim	NA
N	Y		10.1.5	Ruling on Contractor's claim	R.....



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Clause	Contract Data				
	N	Y	10.2.3	Consultation on dissatisfaction claim	NA
	N	Y	10.2.3	Ruling on dissatisfaction claim	NA
	TOTAL FOR CONTRACT				
	<p>*The following abbreviations apply to the above table:</p> <p>ER Employer's Agent's Representative</p> <p>EWA Employer's Agent's Written Action</p> <p>N No</p> <p>NA Not Applicable</p> <p>Y Yes</p>				
4.1.2	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>"The Contractor shall provide the following to the Employer's Agent for retention by the Employer or his/her assignee in respect of all works designed by the Contractor:</p> <p>4.1.2.1 A Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.1.2.2 Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.1.2.3 Design calculations should the Employer's Agent request a copy thereof.</p> <p>4.1.2.4 Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Employer's Agent to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>4.1.2.5 'As-Built' drawings in DXF electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design of the Temporary Works."</p>				
4.3.1	<p>Compliance with applicable laws.</p> <p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p>				



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Clause	Contract Data
	<p>“4.3.1.1 The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1977 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as appended to these Contract Data as Annexure B, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p> <p>4.3.1.2 OHS requirements</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor’s obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan. The Contractor shall submit an approved Health and Safety Plan to the Employer’s Agent within 14 days of the Commencement Date.</p>
	<p>4.3.1.3 Contractor’s liability as mandatory</p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p> <p>4.3.1.4 Contractor to notify Employer</p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p> <p>4.3.1.5 Contractor’s Designer</p>



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Clause	Contract Data
	<p>The Contractor and his/her designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.”</p>
4.4.4	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“The Employer’s Agent’s consent in respect of any particular subcontractor may be withdrawn at any time should reasonable grounds be given therefore in writing to the Contractor by the Employer’s Agent, in which event the Contractor shall forthwith terminate the engagement of that subcontractor on the Works.</p> <p>The withdrawal by the Employer’s Agent of his consent in respect of any particular sub-contractor that is engaged in the execution of any portion of the works, including any portions of the Works which are sub-let by the Contractor in accordance with Clause 4.4.3 shall not relieve the Contractor of any of his obligations under the Contract, nor of any of his obligations to sub-let the particular portions of the Works concerned.”</p>
4.10	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“4.10.3 The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.”</p>
5.3.1	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“The Contractor shall commence executing the works within a period of 22 working days from the date of the written instruction by the Employer’s Agent unless otherwise agreed.</p> <p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No 85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3). • Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (Refer to Clause 4.3). • Initial programme (Refer to Clause 5.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6)



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Clause	Contract Data
	<ul style="list-style-type: none"> Cash flow”
5.3.3	<p>Add the following to Clause 5.3.3 after the last sentence:</p> <p>“The Contractor shall not commence with the Works until they have an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2003 and complied with the initial requirements thereof.”</p>
5.5.1	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“The time for Completion shall be 8 months from Commencement Date, including year-end break/s.”</p>
5.6.2.6	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“Commencement date after all documents after all documents are submitted</p>
5.7.1	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“No such instruction by the Employer’s Agent to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined.”</p>
5.8.1	<p>The non-working Days are Sundays</p> <p>The special non-working Days are:</p> <p>Statutory public holidays; and</p> <p>All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors (SAFCEC), and which commence after the Commencement Date and which commence before the Due Completion Date.</p>
5.13.1	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“Penalty per day shall be R10 000,00 per day.”</p>
5.14.1	<p>Practical Completion</p> <p>Replace the last sentence of the second paragraph:</p>



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Clause	Contract Data
	<p>"Should the Employer's Agent ... on the Due Completion Date."</p> <p>with the following:</p> <p>"Should the Employer's Agent not issue such a list within 14 days, Practical Completion shall be deemed to have been achieved on the said fourteenth day."</p>
5.14.2	<p>Issue of Certificate of Practical Completion</p> <p>Replace "the Engineer" in the second line with the following:</p> <p>", the Contractor shall notify the Engineer, who shall inspect the works and the Engineer"</p>
5.14.4	<p>Certificate of Completion</p> <p>Replace "the Engineer" in the second line of the first paragraph with:</p> <p>", the Contractor shall notify the Engineer, who shall inspect the works and the Engineer"</p>
6.1	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>"Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict."</p>
6.2.1	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>The amount of the guarantee will be 10% of the Purchase Order as per Engineers instruction (including Value Added Tax) at the time that the Guarantee comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Purchase Order. The Form of Guarantee is appended to the Contract Data as Annexure A.</p> <p>The Guarantee shall be returned to the Contractor within 14 days after the issue of the Certificates or Certificates of Completion in respect of the whole of the Permanent Works as per Purchase Order."</p>
6.2.2	<p><i>DELETE THIS CLAUSE.</i></p>
6.8.2	<p>The application of a contract price adjustment will apply to this Contract.</p>



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Clause	Contract Data
6.3.3	Price adjustment for variations in the cost of special materials is NOT allowed.
6.8.4	<i>DELETE THE WORDS</i> “between the Employer and the Contractor”.
6.10.1.5	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“The percentage limit for materials not yet built into the Permanent Works is 80%.”</p>
6.10.3	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“The percentage retention is 10%. The limit of retention money is 5% of the Contract Price at the time of the Guarantee made in terms of the Form of Offer and Acceptance coming into effect.”</p>
6.10.4	<p><i>IN LINE 3 DELETE THE WORD</i> “said” <i>AND INSERT THE WORD</i> “correct”.</p> <p>In the third sentence replace “28” with “35”.</p>
6.10.5.3	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“Defects Liability Period will be 12 months.”</p>
6.11.1.3	<i>IN LINE 2 OF THE SECOND PARAGRAPH DELETE</i> “15 %” <i>AND REPLACE IT WITH</i> “25 %”.
8.6.1.3	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“Limit of indemnity shall be R2 million per event, the number of events being unlimited.”</p>
8.6.1.5	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“In addition to the insurance required in terms of General Conditions of Contract Clause 8.6.1.1 to 8.6.1.3 the following insurance is also required:</p>



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Clause	Contract Data
	Insurance cover against any damages or loss against production due to political unrest. The Employer shall not be held responsible for such damages or losses."
8.6.6	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>"Proof of insurance shall be submitted to the Employer prior to Commencement of the Works (Clause 5.3.1), and copies of the policies and proof of due payment of all premiums shall be presented to the Employer."</p>
9.2.1.3.7	<p><i>DELETE THE FIRST TWO LINES OF THE CLAUSE AND INSERT THE FOLLOWING:</i></p> <p>"The Contractor furnished inaccurate information in the Returnable Documents or Returnable Schedules forming part of the Contract,"</p>
10.7.1	<p><i>CHANGE THE WORDING OF THE FIRST SENTENCE OF THIS CLAUSE TO READ AS FOLLOWS:</i></p> <p>This Contract provides for the determination of disputes by arbitration.</p>

END OF SECTION



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

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

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

NOW THEREFORE THIS AGREEMENT WITNESS AS FOLLOWS:

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



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Programme (EMP) in respect of all the borrow pit sites and quarries (mines) and shall ensure that the sites are rehabilitated at the conclusion of the contract.

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

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

SIGNED ON BEHALF OF THE EMPLOYER.....

AS WITNESS:

1. 2.

NAME (Print): NAME (Print):

SIGNED ON BEHALF OF THE CONTRACTOR

AS WITNESS:

1. 2.

NAME (Print): NAME (Print):



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**C1.6 APPOINTMENT IN TERMS OF SECTION 4 OF THE MINE HEALTH AND
SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE
HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)**

I, in my capacity
as Municipal Manager of the Employer, **Makhuduthamaga Local Municipality** who is the
owner of the Mine(s) state name(s) or state "to be worked under the requirements of the
above mentioned Acts, hereby, in terms of Section3(1) of the Act (as amended) appoint
.....in his capacity as of the
Contractor, of address:.....
and contact number:..... to perform all functions entrusted to the
Employer by Sections 2 and 3 of the Act (as amended) for all the borrow pits on the project
no.:.....for
.....
.....
.....

SIGNED:

DATE:

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

NAME(Print):.....1.2.

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

SIGNED:

DATE:

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

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



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**C1.7 MINE HEALTH AND SAFETY ACT No. 29 OF 1996 AND AMENDMENT ACT
No. 72 OF 1997**

DEFINITIONS:

Section 102 of the Mine Health and Safety Act refers.

“mine” means, when –

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

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

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

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



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in this paragraph.

**C1.8 AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT
No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY
AMENDMENT ACT (ACT No. 72 OF 1997)**

THIS AGREEMENT made aton this theday
ofin the year..... between **Makhuduthamaga Local
Municipality** (hereinafter) called “the Employer”) of the one part,

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

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

NOW THEREFORE THIS AGREEMENT WITNESS AS FOLLOWS:

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



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SIGNED ON BEHALF OF THE EMPLOYER

AS WITNESS:

1. 2.

NAME (Print): NAME (Print):

SIGNED ON BEHALF OF THE CONTRACTOR

AS WITNESS:

1. 2.

NAME (Print): NAME (Print):



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**EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN
TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.**

(To be printed on Contractors letter head)

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

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

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

1. You must identify the hazards, assess the risk and record the hazards to health
and safety to which employees may be exposed while they are at work, and
2. To the extent that is reasonable, you must ensure that every employee is properly
trained:
 - a. In the measures necessary to eliminate, control and minimise those risks
to health and safety.
 - b. In the procedures to be followed to perform the employee's work.
3. To the extent that is reasonably practical, you must:-
Ensure that every employee becomes familiar with the work-related hazards and
risk and the measures that must be taken to eliminate, control and minimise
those hazards and risks.
4. To the extent that is reasonably practical, you must:-
Ensure that every employee under your control complies with the requirements of
the Act.
Institutes the measures necessary to secure, maintain and enhance health and
safety.
Considers and employees training and capabilities in respect of health and safety
before assigning a task to that employee.



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

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

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

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

SIGNED:

DATE:

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

NAME (Print):.....1.2.

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

SIGNED:

DATE:

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

NAME (Print):.....1.2.



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**EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN
TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.**

(To be printed on Contractors letter head)

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

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

..... of address

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

Please confirm this appointment by signing at the bottom.

SIGNED: DATE:

NAME:

SIGNED: DATE:

NAME:



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**EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN
TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.**

(To be printed on Contractors letter head)

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

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

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

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

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

Please confirm this appointment by signing at the bottom.

SIGNED: DATE:

NAME:

SIGNED: DATE:

NAME:



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PART C2: PRICING DATA

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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



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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 Employer's Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- 9 The short descriptions of the payment items in the bill of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.
- 10 The provisions of clause 45 of the general conditions of contract shall apply to provisional sums and prime cost sums.



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- 11 Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the bill of quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled bill of quantities, the rates will be regarded as being correct, and the employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the bill of quantities. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.
- 12 A tender may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.
- 13 The units of measurement indicated in the bill of quantities are metric units

The following abbreviations are used in the bill of quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m 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
%	=	percent
kW	=	kilowatt
KN	=	kiloNewton
PC sum	=	prime cost sum



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Prov sum = provisional sum

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

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



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CDS Supplier Number.....

CDS UNIQUE NUMBER.....

C2.2 BILL OF QUANTITIES