



## SECTION A

Invitation to Tender – UMN 02/2025-26

### uMngeni Local Municipality

Suitable and capable service providers are invited to bid for the: **Appointment of a service provider for the Refurbishment of Nxamalala Community Hall in Ward 09.**

**It is estimated that tenderers must have a CIDB contractor grading designation 3GB or higher.**

The municipality reserves the right to:

- not award this bid;
- to cancel the bid.
- Award whole or part

### Collection of Bid Documents

Tender documents will be made available on e-tenders - <https://www.etenders.gov.za/> and municipal website: <https://www.umngeni.gov.za/documents/?category=tender-adverts> printable at bidder's own cost.

### Briefing Session

The briefing session will be held as follows:

<b>Date:</b>	<b>13 February 2026</b>
<b>Venue:</b>	<b>Hilton Boardroom, 29 Hilton Avenue</b>
<b>Time:</b>	<b>13h00</b>
<b>Site to be visited:</b>	<b>N/A</b>

### Evaluation Criteria

This tender will be evaluated based on the following criteria:

1. Administrative Compliance
2. Mandatory requirements
3. Functionality
4. Price and preference points

Queries relating to technical information be addressed to Nokukhanya Mncube Tel. No. (033) 239 9259: e-mail [khanyi.mncube@umngeni.gov.za](mailto:khanyi.mncube@umngeni.gov.za)

Queries relating to the issue of these documents may be addressed to **Mbongeni Zuma** Tel. No. (033) 239 8313: e-mail [mbongeni.zuma@umngeni.gov.za](mailto:mbongeni.zuma@umngeni.gov.za)

The closing date and time for receipt of bids is the **05 March 2026 at 12h00**. Telegraphic, telephonic, telex, emailed, facsimile, and late quotation will not be accepted.

## SCHEDULE OF CONTENT

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>NUMBER</b>
<b>SECTION A</b>	INVITATION TO TENDER/BID	<b>1-4</b>
<b>SECTION B</b>	BRIEFING CERTIFICATE	<b>5</b>
<b>SECTION C</b>	MBD 3.1: PRICING SCHEDULE	<b>6</b>
<b>SECTION D</b>	MBD 4: DECLARATION OF INTEREST	<b>7-9</b>
<b>SECTION E</b>	MBD 6.1: PREFERENCE POINTS CLAIM FORM	<b>10-13</b>
<b>SECTION F</b>	MBD 7: CONTRACT FORM	<b>14-15</b>
<b>SECTION G</b>	MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	<b>16-17</b>
<b>SECTION H</b>	MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION	<b>18-20</b>
<b>SECTION I</b>	MUNICIPAL RATES AND SERVICES	<b>21-22</b>
<b>SECTION J</b>	AUTHORITY TO SIGN A BID	<b>23</b>
<b>SECTION K</b>	GENERAL CONDITIONS OF CONTRACT	<b>24-32</b>
<b>SECTION L</b>	SPECIAL CONDITIONS OF CONTRACT	<b>33-71</b>
<b>SECTION M</b>	SPECIFICATION	<b>72-83</b>

**MBD1  
PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE uMNGENI LOCAL MUNICIPALITY</b>					
<b>BID NUMBER:</b>	UMN 02/2025-26	<b>CLOSING DATE:</b>	04 MARCH 2026	<b>CLOSING TIME:</b>	12H00
<b>DESCRIPTION</b>	Appointment of a service provider for the Refurbishment of Nxamalala Community Hall in Ward 09.				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX  
SITUATED AT

CORNER OF SOMME AND DICKS STREET

HOWICK

3290

**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:

*(SPECIFIC GOALS MUST BE COMPLIED WITH, TO CLAIM PREFERENCE POINTS)*

<b>TOTAL NUMBER OF ITEMS OFFERED</b>		<b>TOTAL BID PRICE</b>	<b>R</b>
<b>SIGNATURE OF BIDDER</b>	.....	<b>DATE</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b>			

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	SCM	DEPARTMENT	PMU
CONTACT PERSON	Mr M Zuma	CONTACT PERSON	Ms Nokukhanya Mncube
TELEPHONE NUMBER	033 239 8313	TELEPHONE NUMBER	033 239 9259
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	<a href="mailto:Mbongeni.zuma@umngeni.gov.za">Mbongeni.zuma@umngeni.gov.za</a>	E-MAIL ADDRESS:	<a href="mailto:khanyi.mncube@umngeni.gov.za">khanyi.mncube@umngeni.gov.za</a>

**Appeals/Objections**

Persons/tenderers aggrieved by tender award decisions taken by uMngeni Local Municipality, may lodge an appeal within 14 days of the date of the award advertisement. uMngeni Local Municipality shall only consider written appeals/objections clearly stating reasons for appeal directed to : [Joy.Pratt@umngeni.gov.za](mailto:Joy.Pratt@umngeni.gov.za) or [scmbids@umngeni.gov.za](mailto:scmbids@umngeni.gov.za)

**NB: Appeals/Objections received after 14 days of the published award has lapsed will be considered invalid.**

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>										
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>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.</p>										
<b>2. TAX COMPLIANCE REQUIREMENTS</b>										
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>										
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p><b>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.</b></p>	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
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3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO									

**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:.....

**SECTION B  
OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE**

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved: uMngeni Local Municipality

**BID NUMBER: UMN 02/2025-26**

This is to certify that (name) \_\_\_\_\_

On behalf of -  
\_\_\_\_\_

Visited and inspected the site on \_\_\_/\_\_\_/\_\_\_\_\_ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

\_\_\_\_\_  
**Signature of Bidder or Authorized Representative**  
(PRINT NAME)

**DATE:** \_\_\_/\_\_\_/\_\_\_\_\_

\_\_\_\_\_  
**Name of Municipal Representative**  
(PRINT NAME)

<b>Municipal Stamp</b>	<b>Signature</b>

**PRICING SCHEDULE**  
**(SERVICES)**

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

OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.

**REFURBISHMENT OF NXAMALALA COMMUNITY HALL IN WARD 09**

FORM OF OFFER	AMOUNT
<b>GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)</b>	<b>Incl. VAT</b>
<b>AMOUNT IN WORDS</b>	

**DECLARATION OF INTEREST**

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

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

3.2 Identity Number: .....

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

3.4 Company Registration Number: .....

3.5 Tax Reference Number.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....

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

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....  
.....

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

3.11.1 If yes, furnish particulars

.....  
.....

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

3.12.1 If yes, furnish particulars.

.....  
.....

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

3.13.1 If yes, furnish particulars.

.....  
.....

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

3.14.1 If yes, furnish particulars:

.....  
.....

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

<b>Full Name</b>	<b>Identity Number</b>	<b>State Employee Number</b>

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

**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, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

**1. GENERAL CONDITIONS**

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

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

-

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>Price</b>	<b>80</b>
<b>Specific Goals</b>	<b>20</b>
<b>Total points for Price and Specific Goals</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to

claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1 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

## 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 or 90/10 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 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - b. any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

*(Note to organs of state: Where either the 90/10 or 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)
Company owned by at least 51% people who are Youth (CSD will be used for verification)	10	
Business within uMngeni Local Municipality. Bidder may submit one of the following: - utility bill/ - Valid lease agreement/ - Proof of Residence (PoR) and sworn affidavit. If this evidence is used, the address on the PoR must match the one on CIPC profile.	10	
<b>Total Points Allocated to Specific Goals</b>	20	

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

5.1 Name of company/firm.....

5.2 Company registration number: .....

5.3 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]

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

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

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....  
.....  
.....

MBD 7.2

CONTRACT FORM – RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals 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 date of the 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);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - 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 services 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 fulfillment 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 .....

<b>WITNESSES</b>	
1	.....
	.....
2	.....

CONTRACT FORM – RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

- 1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
- 2. An official order indicating service delivery instructions is forthcoming.
- 3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE:.....

**SECTION G**  
**MBD 8**

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

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

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) .....

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description) in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

.....	.....
Signature	Date
.....	.....
Position	Name of Bidder

**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.**

**SECTION I**

**MUNICIPAL RATES AND SERVICES**

Names of Directors/Partners/Senior Managers	Physical residential address of the Director/Partner/Senior Manager	Residential Municipal Account number(s)	Name of Municipality

**NB: Please attach copy/copies of Municipal Account(s)**

**RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE**

uMngeni Municipality reserves the right to reject any tender if any municipal rates and tariffs or municipal service charges owed by that tenderer or any of its directors to the municipality or to any other municipality or municipal entity are in arrears for more than 90 days.

Tenderers are required to submit proof of payment of municipal rates and tariffs for the municipality in which the tender is being undertaken and the municipality in which their business address is recorded as per Companies and Intellectual Commission (CPIC) if different.

This serves to confirm that my municipal rates and taxes are paid up to date and the following is attached:

1. A copy of the current municipal statement not owing more than 90 days, for the company and all its directors, indicating the status of payment of all municipal accounts and taxes, electricity, water, refuse, rates and levies, from the Municipality in which jurisdiction it's business/residence is situated or;
2. In the case where the tenderer does not own property/is a tenant for the purpose of its business establishment, the tenderer to provide copy of lease agreement and a recent statement from its landlord certifying that all the tenants' payments in respect of all municipal accounts and taxes i.e., electricity, water, refuse, rates and levies are paid up to

date or;

- 3. In a case where the Service Provider cannot supply any of the above. The person would have to obtain a Rate Clearance Certificate from the Municipality that the person resides in. Service Provider would need a certified copy of the ID of all Directors and a certified copy of the company's registration document Tendering, to obtain a certificate; or
- 4. In a case where the directors are not liable for the payment of rates/taxes, an affidavit commissioned by SAPS stating that the director is not liable for the payment of rates must be submitted. In case the director does not own property/is a tenant, leasing agreement should be submitted to confirm the place of residence.
- 5. Tenders who are **not** registered with any municipality for the payment of rates and services due to their location may submit proof of residence / business address certified by a Municipal Councillor, but only if the residence is the same address as the business address, accompanied by an affidavit commissioned by SAPS.

**ATTACH PROOF TO THIS PAGE IN TERMS OF THE ABOVE. FAILURE TO PROVIDE PRROF THAT THE MUNICIPAL ACCOUNT FOR THE COMPANY AND DIRECTORS IS UP TO DATE WILL INVALIDATE THE TENDER**

**DECLARATION**

**I, THE UNDERSIGNED (NAME)**

.....

**CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**AUTHORITY TO SIGN A BID**

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms .....

acting in the capacity of .....

whose signature is .....

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

*(if the space provided is not enough please list all the director in the resolution letter)*

**Note:**

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise, and **such resolution shall include a specimen signature of the signatory.**

- Co-operative: Resolution letter from the directors
- Close Corporation: Resolution letter from the directors
- Company: Resolution letter from the director/s
- Sole Proprietor: Resolution letter from the director
- Partnership: Resolution letter from the director
- Joint Venture / Consortium: Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises.

**Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.**

**Failure to complete, sign and date this form shall result in the tender being considered non-responsive and rejected.**

**Failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected.**

**SECTION K**  
**GENERAL CONDITIONS OF CONTRACT**

**1. Definitions**

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and

includes other related value-adding activities.

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

1.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

1.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

1.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

1.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

1.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

a. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

b. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

c. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

d. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

## **7. Performance security**

1.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

1.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

1.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

8. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

9. a cashier's or certified cheque

1.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **2. Inspections, tests, and analyses**

2.1 All pre-bidding testing will be for the account of the bidder.

2.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

2.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

2.4 If the inspections, tests, and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

2.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

2.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

2.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

2.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

**9. Packing**

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

**10. Delivery and documents**

- a. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- b. Documents to be submitted by the supplier are specified in SCC.

**11. Insurance**

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

**12. Transportation**

- a. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

**13. Incidental Services**

- a. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
  - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- b. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

**14. Spare parts**

- a. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
  - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## 15. Warranty

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

## 16. Payment

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

## 17. Prices

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

## 18. Contract amendments

- a. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## 19. Assignment

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

## 20. Subcontracts

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

under the contract.

## **21. Delays in the supplier's performance**

- a. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- b. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- c. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- d. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- e. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- f. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

- a. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

- a. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- b. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- c. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- d. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should

not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

- e. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- f. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - a. the name and address of the supplier and / or person restricted by the purchaser.
  - b. the date of commencement of the restriction
  - c. the period of restriction; and
  - d. the reasons for the restriction.
- i. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- g. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### **24. Anti-dumping and countervailing duties and rights**

- a. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

#### **25. Force Majeure**

- a. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- b. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

#### **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

- a. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- b. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- c. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- d. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- e. Notwithstanding any reference to mediation and/or court proceedings herein,
  - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

## **28. Limitation of liability**

- a. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
  - i. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - ii. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

- a. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- b. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32. Taxes and duties**

- a. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- b. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- c. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an

original issued by the South African Revenue Services.

**33. National Industrial Participation (NIP) Programme**

- a. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**34. Prohibition of Restrictive practices**

- a. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- b. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

**SECTION L  
SPECIAL CONDITIONS OF CONTRACT**

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

**1. CONTRACT PERIOD**

1.1 Two (2) Month Period

**2. EVALUATION CRITERIA**

There are four (4) main steps in the selection process, namely, ensuring that bids comply with administrative Compliance, Mandatory Requirements, Functionality and Price and Preference Point.

**2.1 Step 1 - Administrative Compliance**

Check and verify compliance with the submission and completion of compulsory bid documents as prescribed by the municipality.

The following documents are returnable:

CRITERIA		YES	NO	REMARKS
Section A	Invitation To Tender/Bid			Comply, Complete and sign
Section B	Briefing Certificate			Comply, Complete and sign
Section C	MBD 3.1: Pricing Schedule			Comply, Complete and sign
Section D	MBD 4: Declaration of Interest			Comply, Complete and sign
Section E	MBD 6.1: Preference Points Claim Form			Comply, Complete and sign
Section F	MBD 7: Contract Form			Comply, Complete and sign
Section G	MBD 8: Declaration of Bidder's Past Supply Chain Management Practices			Comply, Complete and sign
Section H	MBD 9: Certificate of Independent Bid Determination			Comply, Complete and sign
Section I	Municipal Rates and Services			Comply, Complete and sign
Section J	Authority To Sign A Bid			Comply, Complete and sign
Section K	General Conditions of Contract			Comply
Section L	Special Conditions of Contract			Comply
Section M	Terms Of Reference			Comply

**2.2 Step 2. Mandatory Requirements**

2.2.1 Bidder must be registered as a CIDB Grade 3GB or higher.

2.2.2 Bidder must be registered with NHBRC, with a valid certificate.

2.2.3 Bidder must have a certificate of Compensation for Occupational Injuries and Diseases Act(COIDA).

### 2.3 Step 3. Functionality

Prospective Bidders will be scored on functionality prior to being evaluated on preference points. Bidder must obtain a minimum of 70% points on the functionality scoring.

Criteria	Description	Max Possible Points	References/Remarks
	<p>Experience in construction/refurbishment of buildings/community hall and or similar projects with emphasis on the value of past projects.</p> <p>Number of projects with a value above R500 000 or higher</p> <ul style="list-style-type: none"> <li>• 0 – No points</li> <li>• 1 Project (10 Points)</li> <li>• 2 Projects (20 Points)</li> <li>• 3 Projects (30 Points)</li> <li>• 4+ Projects (40 Points)</li> </ul>	<b>40 points</b>	<p>Each project listed to be considered for scoring should have a corresponding signed appointment letter and completion certificate reference letter with contactable information.</p> <p>Municipality reserves the right to determine whether the references are of a positive nature</p>
Experience in completed Similar scope of work and nature	<p><b>Project Manager/ Site Agent -</b> (National Diploma in Construction or Civil Engineering)</p> <p>No information or inadequate information submitted to determine scoring level or 0 Years of Experience. (0 Points)</p> <p>1-3 years of relevant experience in building construction. (10 Points)</p> <p>4 – 7 years of relevant experience in building construction. (20 Points)</p> <p>8 or above years of relevant experience. (30 Points)</p> <p><b><i>NB: submit certified copies of qualifications</i></b></p>	<b>30 Points</b>	Provide a detailed CV and certified copies of qualifications outlining relevant experience as well as contactable references.

**NB. Only Bidders obtained a minimum of 49 points (70%) for the functionality will be eligible to be evaluated on preferential points and price.**

**C1: AGREEMENTS AND CONTRACT DATA**

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

**A: Offer**

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

**Bid No: UMN 02/2025-26 – REFURBISHMENT OF NXAMALALA COMMUNITY HALL IN WARD 09**

The Tenderer, identified in 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 authorised, 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 PRICES INCLUSIVE OF VALUE ADDED TAX IS**

Amount in Words.....  
.....

R..... (in figures).

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

**For the Tenderer:**

**Signature:** .....

**Name:** .....

**Capacity:** .....

**Name and address of organisation:**

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

**Signature and name of witness:**

**Signature:** .....

**Name:** .....

**Date:** .....

***This form is to be completed by the Employer only***

**C.1.1.2: Acceptance**

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

The terms of the contract, are contained in

- Part C1 Agreements and Contract Data, (which includes this Agreement)
- Part C2 Pricing data
- Part C3 Scope of work
- Part C4 Site information

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

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

The Tenderer shall within 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.**

**For the Employer:**

**Signature:** .....

**Name:** .....

**Capacity:** .....

**Name and address of organisation:**

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

**Signature and name of witness:**

**Signature:**

.....

**Name:**

.....

**Date:**

.....

***This form is to be completed by the Employer and the successful tenderer only, upon acceptance of the successful tenderer's offer***

**C1.1.3: Schedule of Deviations**

Notes:

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.

A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

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

<b>1</b>	<b>Subject:</b> .....
	<b>Details:</b> .....
	.....
<b>2</b>	<b>Subject:</b> .....
	<b>Details:</b> .....
	.....
<b>3</b>	<b>Subject:</b> .....
	<b>Details:</b> .....
	.....
<b>4</b>	<b>Subject:</b> .....
	<b>Details:</b> .....
	.....
<b>5</b>	<b>Subject:</b> .....
	<b>Details:</b> .....
	.....

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

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

FOR THE TENDERER:

Signature: .....

Name: .....

Capacity: .....

Tenderer: *(Name and address of organisation)* .....

.....

Witness:

Signature: .... ..

Name: .....

Date: .....

FOR THE EMPLOYER:

Signature: .....

Name: .....

Capacity: .....

Employer: *(Name and address of organisation)* .....

.....

Witness:

Signature: .... ..

Name: .....

Date: .....

## **C1.2: CONTRACT DATA**

### **C1.2.1: GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract for Construction Works (3rd Edition 2015), (abbreviated title: "GCC 2015"), published by the South African Institution of Civil Engineering, is applicable to this Contract and is obtainable from [www.saice.org.za](http://www.saice.org.za).

Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel 011- 805 5947, Fax: 011 – 805 5971).

The Contract Data referred to in the General Conditions of Contract follow, with the Data to be completed Employer furnished. The Tenderer is to provide his details in the spaces provided.

It is agreed that the only variations from the GCC 2015 are those set out hereafter under "C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT".

#### **C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT**

##### **C1.2.1.2.1 GENERAL**

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the GCC 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions of Contract hereafter are numbered "SCC" followed in each case by the number of the applicable clause or subclause in the GCC 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the GCC 2015, and an appropriate heading.

##### **C1.2.1.2.2 AMENDMENTS TO THE GCC 2015**

###### **SCC 1.1 Definitions**

SCC 1.1.1.35 "Targeted Enterprise" means an enterprise as defined in Part B: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Works.

###### **SCC 4.1.1 Extent of Contractor's obligations**

If the Contractor fails to achieve the monetary value of the target set by the Employer for contract participation by Targeted Enterprises in terms of Part G: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Works, the Contractor shall be liable to the Employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope of Works as a penalty for such underachievement.

###### **SCC 4.10.1 Engagement of employees**

The contractor shall pay rates and wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out, as stated in the Contract Data.

###### **SCC 5.14.4 Certification of Completion**

Has been duly completed and the Contractor has submitted the information stated in the Contract Data,".

###### **SCC 6.2.1 Delivery of security**

A fixed performance guarantees as security for the due performance of the Contract in accordance with the Contract Data Part A: Data Provided by the Employer.

###### **SCC 6.2.2 Contractor failing to provide security**

If the Contractor fails to provide the required fixed performance guarantee within the time period stipulated in the Contract Data, or if the performance guarantee shall differ substantially from the pro forma, it shall legally be deemed that the Contractor has selected a security of ten per cent retention of the value of the Works without limiting the Employer's right to terminate the Contract in terms of Clause 9.2.

### **SCC 6.2.3 Validity of performance guarantee**

The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion is issued.

### **Additional Special Conditions of Contract**

The following additional Special Conditions of Contract clauses SCC 1.1 and SCC 5.3 shall apply only in those circumstances where the Employer is required to apply for a construction work permit in terms of Construction Regulation 3(1):

### **SCC 5.3.1 Commencement of the Works**

Upon the Employer's Agent's instruction, the Contractor shall, save as may be otherwise provided in the Contract, or be legally or physically impossible, commence carrying out the Works. Such instruction shall be provided not later than 14 days after the Commencement Date. Such instruction shall be subject to:

- SCC 5.3.1.1 The timely submission by the Contractor, and approval by the Employer's Agent, of documentation required before commencing to carry out the Works and before the Employer applying for a permit to do construction work, as set out in the Contract Data,
- SCC 5.3.1.2 Application by the Employer for a permit to do construction work in terms of Regulations 3(1) and (2) of the Construction Regulations 2014, and
- SCC 5.3.1.3 Receipt by the Employer of the permit to do construction work.

### **SCC 5.3.2 Unacceptable documentation**

If the documentation referred to in Clause SCC 5.3.1 is not submitted within the number of days stipulated in the Contract Data from the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect, or if such documentation is found to be unacceptable, the Employer may terminate the Contract in terms of Clause 9.2.

### **SCC 5.3.3 Time to instruct commencement of the Works**

Where the Contractor delays the submission by the Employer of the application for a permit to do construction work and such permit is not received within 14 days following the Commencement Date such that the Employer's Agent's instruction to commence carrying out the Works cannot be given, without prejudice to the Employer's rights to terminate the contract under Clause 9.2, the Employer's Agent shall delay issuing the instruction to commence carrying out the Works until such time as the permit to do construction work has been received. The Contractor shall have no entitlement under Clause 5.12 to an extension of time for Practical Completion.

Where the permit to do construction work is not received within the 14-day period following Commencement of the Contract for reasons not attributable to the Contractor, the Employer's Agent shall delay the instruction to commence the Works and the Contractor shall be entitled to make a claim in accordance with Clause 10.1."

**C1.2.2: CONTRACT DATA (APPLICABLE TO THIS CONTRACT)**

**PART A: DATA PROVIDED BY THE EMPLOYER**

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
<b>1</b>	<b>GENERAL</b>
1.1.1.13	The Defects Liability Period is 6 months
1.1.1.14	The time for achieving Practical Completion is <b>2 months</b> from the Commencement Date, including non-working days and special non-working days.
1.1.1.15	The Name of Employer: <b>uMngeni Local Municipality</b>
1.1.1.16	The Name of Employer's Agent: <b>Baithusi Consulting cc</b>
1.1.1.26	Pricing Strategy: The Contract is to be a Re-measurement Contract.
1.2.1.2	<p><b>Address of the Employer:</b>                      Corner Dicks &amp; Somme Streets                      HOWICK                      3290                      Email address: khanyi.mncube@umngeni.gov.za                      Tel: +27 33 239 9259</p>
1.2.1.2	<p><b>Address of the Employer's Agent:</b>                      49 York Street                      Newcastle                      2940</p>
<b>4</b>	<b>CONTRACTOR'S GENERAL OBLIGATIONS</b>
SCC 4.1.1	<p>The contract participation goal for local labour content is 2.00%.</p> <p>The penalty for failing to achieve the monetary value of the above target set by the Employer for local labour content in terms of Part F: Expanded Public Works Programme of section C3.3 Particular Specifications in Part C3: Scope of Work, is 5% of the monetary value by which the achieved monetary value falls short of the target monetary value.</p>
SCC 4.10.1	<p>The wage rates and conditions of labour employed under the Expanded Public Works Programme, shall comply with the Ministerial Determination 4, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R347 of 4 May 2012. <b>The wage rate should not be less than R275 per day.</b></p>
<b>5</b>	<b>TIME AND RELATED MATTERS</b>
5.3.1 and 5.3.2	<p>Where the Employer <b>is not required</b> to apply for a permit to do construction work in terms of Construction Regulation 3(1), the following documentation is to be submitted within <u>14 days</u> from the Commencement Date:</p> <p>The documents required before commencing to carry out the Works:</p> <ul style="list-style-type: none"> <li>• Health and Safety Plan (refer to Clause 4.3);</li> <li>• Form C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No.</li> </ul>

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	<p>85 of 1993' to be signed by the Contractor and the Employer (refer to Clause 4.3);</p> <ul style="list-style-type: none"> <li>• Proof of registration and good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) (refer to Clause 4.3);</li> <li>• Initial Programme (refer to Clause 5.6);</li> <li>• Security (refer to Clause 6.2); and</li> <li>• Insurance (refer to Clause 8.6)</li> </ul>
<p>SCC 5.3.1 and SCC 5.3.2</p>	<p>Where the Employer <b>is required</b> to apply for a permit to do construction work in terms of Construction Regulation 3(1), the following documentation is to be submitted within <u>14 days</u> from the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect:</p> <p>The documents required before commencing to carry out the Works:</p> <ul style="list-style-type: none"> <li>• Health and Safety Plan (refer to Clause 4.3)</li> <li>• Initial Programme (refer to Clause 5.6)</li> <li>• Security (refer to Clause 6.2)</li> <li>• Insurance (refer to Clause 8.6)</li> <li>• Form C1.7 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993' to be signed by the Contractor and the Employer (refer to Clause 4.3 of the GCC 2015 and to paragraph E9. CONTRACTOR'S RESPONSIBILITIES in Part E of C3.3 Particular Specifications).</li> </ul> <p>And:</p> <p>The documents required by the Employer to apply for a permit to do construction work in terms of Regulations 3(1) and (2) of the Construction Regulations 2014:</p> <ul style="list-style-type: none"> <li>• Temporary works designer's appointment duties in terms of Regulation 6(2) as have been agreed upon plus proof of registration with ECSA [CR 3(5)(b)(iii) read with CR 5(1)(e) and CR 6(2)];</li> <li>• Evidence that the contractor has made adequate provision for the cost of Health and Safety, i.e., Bill of quantities [CR 3(5)(b)(iii) read with CR 5(1)(g)];</li> <li>• Evidence that the Principal contractor has the necessary competencies to carry out construction work safely, viz., schedule of activities, relevant appointments and proofs of competency [CR 5(1)(h)];</li> <li>• Valid Letter(s) of Good Standing for the appointed Principal Contractor(s) [CR 3(5)(b)(ii) read with CR 5(1)(j)].</li> </ul>
<p>5.8.1</p>	<p>The non-working days are Sundays.</p> <p>The special non-working days are the construction industry year end break, all foreseeable statutory election days as declared by National Government, and the following statutory public holidays as declared by National Government:</p> <p>New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill.</p> <p>The construction industry year end break commences on the first working day after 15 December and ends on the first working day after 5 January of the following year.</p>
<p>5.13.1</p>	<p>The penalty for failing to complete the Works is <b>0,10% of the Contract Sum per day</b> up to a maximum of four thousand six hundred rands (<b>R4,600.00</b>) per day calculated in line with the Department of Public Works Procurement Documentation Guidelines.</p>
<p>5.14.1</p>	<p>The requirements for achieving Practical Completion are as stated in South African Bureau of Standards of the National Building Regulation SABS 10400 and the General Conditions of Contract Third Edition 2015</p>
<p>5.16.3</p>	<p>The latent defects period is 10 years.</p>

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
6	<b>PAYMENT AND RELATED MATTERS</b>
6.2.1 and SCC 6.2.1	The security to be provided by the Contractor shall be: Fixed Performance Guarantee of 10% of the accepted Contract Sum.
6.5.1.2.3	The percentage allowance to cover overhead charges is 15%.
6.8.2 and SCC 6.8.2	Contract Price Adjustment shall not be applicable.
6.8.3	Price adjustments for variations in the costs of special materials are allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80% (subject to provision of Indemnity for Materials on Site)
6.10.3	The percentage retention on the amounts due to the Contractor is 10% of Contract Sum. A retention guarantee in lieu of a cash retention is permitted.
6.10.4	Payment to sub-contractor for work completed must be made within 30 days of the submission of the invoice from the sub-contractor to the main contractor.
8	<b>RISKS AND RELATED MATTERS</b>
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is <u>nil</u> .
8.6.1.1.3	The amount to cover professional fees for repairing or reinstatement of damage to the Works to be included in the insurance sum is <u>NIL</u> .
8.6.1.2	Special Risks Insurance issued by SASRIA is required.
8.6.1.3	The limit of indemnity for liability insurance is R 500,000.00 (Five Hundred Thousand Rands only) for any single liability claim. Liability insurance shall include spread of fire risk.
10	<b>CLAIMS AND DISPUTES</b>
10.5.3	The number of Adjudication Board Members to be appointed is one.
10.7.1	Dispute Determination shall be by Arbitration with the arbitrator chose by the sitting chairperson of the Association of Arbitrators Southern Africa NPC.
10.8.1	Unresolved disputes shall be determined by court proceedings.

**PART 2: DATA PROVIDED BY THE CONTRACTOR**

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE CONTRACTOR
<p><b>1.</b></p> <p>Clause 1.1.1.9:</p> <p>Clause 1.2.1.2:</p>	<p><b>GENERAL</b></p> <p><b>Name of the Contractor:</b> .....</p> <p>.....</p> <p><b>Address of the Contractor:</b></p> <p style="padding-left: 40px;"><u>Physical:</u>                      <u>Postal:</u></p> <p>.....                                      .....</p> <p>.....                                      .....</p> <p>.....                                      .....</p> <p>.....                                      .....</p>

**PRO FORMA**

**PERFORMANCE GUARANTEE**

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

**1. GUARANTOR DETAILS AND DEFINITIONS**

“Guarantor” means: .....

Physical address: .....

“Employer” means: .....

“Contractor” means: .....

“Employer’s Agent” means: .....

“Works” means: .....

“Site” means: .....

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

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

Amount in words: .....

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

Amount in words: .....

Type of Performance Guarantee: ..... (*Insert Variable or Fixed*)

“Expiry Date” means: ..... (*Give date*) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

**2. CONTRACT DETAILS**

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

**3. GUARANTOR’S LIABILITY**

3.1 The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.

3.2 The Guarantor’s period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer’s Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

3.3 The Employer’s Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

#### 4. CONDITIONS APPLICABLE TO THIS PERFORMANCE GUARANTEE

- 4.1 The Guarantor hereby acknowledges that:
- 4.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
- 4.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 4.2 Subject to the Guarantor's maximum liability referred to in 3.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.2.1 to 4.2.3:
- 4.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2.2;
- 4.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.2.1 and the sum certified has still not been paid;
- 4.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.2.
- 4.3 Subject to the Guarantor's maximum liability referred to in 3.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 4.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 4.3; or
- 4.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 4.3; and
- 4.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 4.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4.2 and 4.3 shall not exceed the Guarantor's maximum liability in terms of 3.1.
- 4.5 Where the Guarantor has made payment in terms of 4.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 4.6 Payment by the Guarantor in terms of 4.2 or 4.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 4.7 Payment by the Guarantor in terms of 4.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 4.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 4.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 4.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 3.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

- 4.11 This Performance Guarantee, with the required demand notices in terms of 4.2 or 4.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 4.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date

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

Capacity .....

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

Capacity .....

Witness signatory (1) .....

Witness signatory (2)

C1.4: RETENTION MONEY GUARANTEE

PRO FORMA

UMNGENI LOCAL MUNICIPALITY  
CORNER OF DICKS AND SOMME STREETS  
HOWICK  
3290

ISSUED TO: UMNGENI LOCAL MUNICIPALITY, represented by the Municipal Manager (hereinafter called "the Employer")

ON BEHALF OF ..... [insert name of contractor] (hereinafter called "the Contractor")

in connection with TENDER No. .... for the REFURBISHMENT OF NXAMALALA COMMUNITY HALL IN WARD 09 (hereinafter called "the Contract").

WHEREAS the Employer and the Contractor have agreed that the Contractor may provide a guarantee in lieu of the whole or a portion of the retention moneys provided for under the Contract;

NOW THEREFORE we, the undersigned, undertake, in accordance with the following provisions, to pay to the Employer such amounts as the Employer may, from time to time, demand from us.

1 Each demand by the Employer shall be in writing, signed by the Employer and delivered to us at

[INSERT GUARANTOR'S FULL STREET ADDRESS].....

..... or such other address in [INSERT NAME OF COUNTRY] ..... as we shall in writing notify to the Employer and shall be accompanied by a certificate complying with Clause 2, signed by the Engineer in office as such in terms of the Contract.

2 The Engineer's certificates referred to in Clause 1 shall certify that:

- (a) he is the Engineer in office as such in terms of the Contract,
- (b) the Contractor is in breach of his obligations under the Contract, and
- (c) the amount demanded, which amount the certificate shall specify, does not exceed
  - (i) the amount of retention moneys which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money retained by the Employer and the amounts previously paid by us to the Employer in terms hereof,
  - (ii) a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due to the Contractor in terms of the Contract by

reason of the breach referred to, and any amount of retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof;

- 3 We shall within fourteen (14) days after our receipt of a demand complying with the provisions in Clauses 1 and 2 make payment to the Employer of the amount demanded at the employer's address as listed in the contract data or at such other address in the Republic of South Africa as the Employer shall in writing notify to us.
- 4 Subject to compliance with the provisions hereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected or diminished by any disputes, claims or counterclaims between the Employer and the Contractor.
- 5 Our aggregate liability under this guarantee is limited to .....  
  
..... (R )
- 6 This guarantee shall expire on the date on which the last of the retention moneys, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
- 7 This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the subscribing witnesses:

**At for and on behalf of** .....

**on this the** ..... **day of** ..... **20**.....

**SIGNATURE** : .....

**CAPACITY** : .....

**ADDRESS** : .....

: .....

: .....

**AS WITNESSES:** 1 .....

2 .....

C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between UMGENI LOCAL MUNICIPALITY (hereinafter called the EMPLOYER) of the one part, herein represented by: .....

.....  
in his capacity as: .....

AND:

(hereinafter called the CONTRACTOR) of the other part, herein represented by .....

.....  
in his capacity as: .....

duly authorized to sign on behalf of the Contractor.

**WHEREAS** the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

**TENDER No.UMN/022025-26– REFURBISHMENT OF NXAMALALA COMMUNITY HALL IN WARD 09** for the construction, completion and maintenance of the works;

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act Amendment Act No 181/1993 (hereinafter referred to as the ACT);

**NOW THEREFORE** the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer’s CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at ..... for and on behalf of the **CONTRACTOR**

on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

Thus signed at ..... for and on behalf of the **EMPLOYER**

on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

## 1. PRICING INSTRUCTIONS

- 1 The Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

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

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 7 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated 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 certified for payment.

**Ordering of materials is not to be based on the Bill of Quantities, but only on information issued for construction purposes.**

- 8 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 Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Tenderer tenders to do the work
Amount	:	The quantity of an item multiplied by the tendered rate of the (same) item
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

9 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

10 Payment for the Labour-Intensive Component of the Works:

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

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

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict

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

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframes stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted. The client may institute a penalty relating to outstanding labour information. The following information shall be maintained on site and submitted in electronic/hard copy formats:

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

## 2. SCHEDULE OF QUANTITIES

Item No.	Description	Unit	Quantity	Rate	Amount
	<b>SECTION 1</b>				
	<b>PRELIMINARIES</b>				
	PRINCIPAL BUILDING AGREEMENT				
	DEFINITIONS				
	Definitions and interpretation Clause 1.0F:.....				
	V:.....				
	T:.....				
A	The works, offices and management	item	1		
	PROVISIONAL UM				
	Community Liaison Officer (CLO)				
	Provide the budgetary amount of R 12 000,00 to cover the cost of the Community Liaison Officer				
B		month	2	R 6 000.00	R 12 000.00
	TIME-RELATED ITEMS				
C	Contractual Requirements	month	2		
D	Maintain Occupational Health and Safety Plan as for item 1.1.18.	month	2		
<b>Total Carried To Summary</b>					

Item No.	Description	Unit	Quantity	Rate	Amount
A	<p><b>SECTION 2</b></p> <p><b>MASONRY</b></p> <p><b>SUPERSTRUCTURE</b></p> <p>Construct a double wall (230mm) in stretcher bond with max 10mm joint slightly raked outside and with max 10mm joint slightly raked outside and Bricks to be fully bedded in 1:5 cement mortar.</p>	m <sup>2</sup>	15		
B	Half brick walls in beamfilling	m <sup>2</sup>	18		
C	Supply and install brick force to M140	m	110		
<b>Total Carried To Summary</b>					

Item No.	Description	Unit	Quantity	Rate	Amount
A	<p><b>SECTION 3</b></p> <p><b>WATERPROOFING</b></p> <p>SEALING STRIPS, JOINTS SEALANTS, ETC</p> <p>Two-part grey polysulphide sealing compound including backing cord, bond breaker, primer, etc.</p> <p>10 x 13mm in vertical expansion joints, including raking out expansion joint filler as necessary</p>	m	45		
<b>Total Carried To Summary</b>					

Item No.	Description	Unit	Quantity	Rate	Amount
	<b>SECTION 4</b> <b>ROOF COVERINGS</b>  RIBBED METAL SHEETING AND ACCESSORIES  0.50mm "Chromadek" pre-coated ribbed roof sheets in single lengths fixed to timber purlins and 0.50mm galvanized sheet steel accessories (Colour to be specified on site by the Engineer)				
A	Roof covering with pitch not exceeding 25 degrees	m <sup>2</sup>	455		
B	Ridge coverings 200mm girth	m	30		
C	Head wall flashings 300mm girth	m	45		
	<b>ROOF INSULATION</b>  Sisalation 410 housing grade glass fibre reinforced aluminum foil bonded insulation  Insulation laid taut over purlins (at approximately 1m centre) and fixed concurrently with roof covering, including galvanized steel straining wires				
D		m <sup>2</sup>	410		
<b>Total Carried To Summary</b>					
Item No.	Description	Unit	Quantity	Rate	Amount
	<b>SECTION 5</b> <b>CARPENTRY AND JOINERY</b>				

	PRE-FABRICATED TIMBER ROOF TRUSSES				
	Plate nailed timber roof truss construction				
A	Design, supply and install roof truss system complete in accordance with the Standard Building Regulations, including ring shank nails, temporary and permanent bracing, etc., to suit building overall approximate size 6 x 15 m, (Refer to timber roof trusses drawing)	No	1		
B	Design, supply and install roof truss system complete in accordance with the Standard Building Regulations, including ring shank nails, temporary and permanent bracing, etc., to suit building overall approximate size 3 x 18mm. (Refer to timber roof trusses drawing)	No	1		
C	Design, supply and install roof truss system complete in accordance with the Standard Building Regulations, including ring shank nails, temporary and permanent bracing, etc., to suit building overall approximate size 13 x 23m. (Refer to timber roof trusses drawing)	No	1		
D	Everite Nutec medium-density sheets 12 x 225mm Fascia's and barge boards including standard aluminum jointing strips, executed complete	m	150		
	DOORS, ETC.				
	Solid doors				
	12E 0701 hard wood solid door				
E	44mm Door 813 x 2125mm high	No	11		
F	44mm Door 1425 x 2065mm high	No	1		
G	Two coats "Wooddoc 30" clear varnish to interior and exterior of doors:813 X 2032 mm	No.	10		
H	Prepare, supply and apply one coat under 1525 x 2032 steel door frame	No	4		
<b>Total Carried To Summary</b>					

Item No.	Description	Unit	Quantity	Rate	Amount
	<b>SECTION 6</b>				
	<b>IRONMONGERY</b>				
	LOCKS				
	EN-SUITE LOCKS				

	Yale Security Point				
A	DY22320-78SS mortice three-lever lockset (including handles)	No	14		
B	Yale security lock	No	2		
C	Disposer plus stainless-steel wall-mounted waste bin code SA426135, overall size 300 x 250 x 500mm high	No	2		
<b>Total Carried To Summary</b>					

Item No.	Description	Unit	Quantity	Rate	Amount
	<b>SECTION 7</b>				
	<b>METALWORK</b>				
	<b>Ventilation</b>				
A	Ventilation Wall cover griller 300x300mm square	No.	16		

	zinc coated (including supply and installation, transportation and material)				
B	Galvanized Steel Square Gutter 100mm x 75mm (including supply and installation, transportation and material)	m	70		
C	Supply and install complete Steel square crimp downpipe (including supply and installation, transportation and material)	m	42		
D	Supply and install complete Concrete gullies	No.	9		
<b>Total Carried To Summary</b>					

Item No.	Description	Unit	Quantity	Rate	Amount
	<b>SECTION 8</b>				
	<b>PLASTERING</b>				
A	1:3 cement plaster on internal walls and narrow widths, 30mm thick	m <sup>2</sup>	200		

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<b>Total Carried To Summary</b>					
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Item No.	Description	Unit	Quantity	Rate	Amount
	<b>SECTION 9</b>				
	<b>PLUMBING AND DRAINAGE (PROVISIONAL)</b>				
	SOIL DRAINAGE				
	uPVC pipes				
A	110mm pipes laid in and including trenches not exceeding 1m deep Extra over uPVC for fittings	m	60		
B	110mm bend	No	3		

C	110mm Junction	No	2		
D	110mm End cap	No	1		
E	110mm Access junction	No	3		
	Precast concrete gulleys				
F	300mm Gulley trap complete with gulley not exceeding 600mm deep	No	2		
	Sundries				
G	Precast concrete inspection eye marker slab set in ground	No	1		
	PLUMBING				
	SANITARY FITTINGS				
	Vaal sanitaryware				
H	Lockable toilet roll holder(code: SerraRoITR3)	No	4		
I	Soap dispenser fixed to wall	No	2		
J	Paper towel dispenser	No	2		
	Female Signage: Nitesite Single-Sided Photoluminescent Female Signage Code E28 Size 150mm x 150mm High, in SABS 1186 Certified ABS Plastic Drilled, Plugged and Screwed into the Wall of Ablution Block with Non-Corrosive Screws	No.	1		
	Male Signage: Nitesite Single-Sided Photoluminescent Male Signage (Code E27) Size 150mm x 150mm High, in SABS 1186 Certified ABS Plastic Drilled, Plugged and Screwed into the Wall of Ablution Block with Non-Corrosive Screws	No.	1		
L					
<b>Total Carried To Forward</b>					

Item No.	Description	Unit	Quantity	Rate	Amount
<b>Amount Brought Forward</b>					
	TRAPS, ETC.				
	uPVC				
M	32mm Rubber deep seal "P" or "S" trap	No	1		
	TAPS, VALVES, ETC.				
	Cobra Watertech				
N	Ledimo pillar tap (code LO-214-15)	No	2		
O	15mm 1030-15 isolating ball valve	No	1		
P	20mm 121-20RB stopcock	No	1		
Q	SANITARY PLUMBING				
R	50mm Pipes	m	25		
	Extra over uPVC pipes for fittings				
S	50mm Bend	No	4		
T	50mm Junction	No	1		
U	50mm Access bend	No	2		
V	50mm Access junction	No	2		
W	110mm Straight or bent pan connector	No	5		
X	110mm Two way vent valve	No	3		
	Testing				
Y	Testing water pipe system.	Item	2		
Z	Pvc plain single reducing junction 110 x 50mm	No	4		
AA	50mm Tee	No	4		
	Galvanized steel pipes				
AB	HDPE 25mm pipe Extra over galvanised steel pipes for steel	m	30		
AC	25mm Fittings	No	5		
AD	50 x 25mm Reducing tee	No	2		
	WATER SUPPLIES				
AE	Connecting to existing water supply Testing	Item	1		
AF	Testing water pipe system.	Item	2		
	<b>FIRE APPLIANCES, ETC.</b>				
AG	9kg DCP dry powder portable fire extinguisher on and including wrought meranti backboard size 520 x 115 x 22mm thick, plugged and screwed to wall.	No	2		
<b>Total Carried To Summary</b>					

Item No.	Description	Unit	Quantity	Rate	Amount
	<b>SECTION 10</b>				
	<b>GLAZING</b>				
	GLAZING TO STEEL WITH PUTTY				
	4mm obscure glass				
A	Panes exceeding 0,5m <sup>2</sup> and not exceeding 2m <sup>2</sup>	m2	4		
	4mm Clear float safety glass				
B	Panes exceeding 0.1m <sup>2</sup> and not exceeding 0.5m <sup>2</sup>	m2	2		
	<b>TOPS, SHELVES, DOORS, MIRRORS, ETC</b>				
	6mm "GG" quality polished mirrors fixed with round nose chromium plated mirror screws, four per mirror as per Architect's specifications				
C	Mirror 600 x 900mm high	No	3		
<b>Total Carried To Summary</b>					

Item No.	Description	Unit	Quantity	Rate	Amount
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	<b>SECTION 11</b>				
	<b>EXTERNAL WORK</b>				
	<b>SEPTIC TANK</b>				
	SITE CLEARANCE FOR SEPTIC TANK				
A	Digging up and removing rubbish, debris, vegetation, shrubs, bush, etc. not exceeding 200mm girth	m <sup>2</sup>	27		
	<b>EXCAVATION, FILLING, ETC</b>				
	Excavation in earth not exceeding 2m deep				
B	Bulk excavations	m <sup>3</sup>	85		
	Extra over trench and hole excavations in earth for excavation in				
C	Hard rock	m <sup>3</sup>	10		
	Extra over all excavations for carting away				
	Keeping excavations free of water				
D	Keeping excavations free of all water other than subterranean water	Item	1		
	Compaction of surfaces				
	Imported earth filling type G5 supplied by the Contractor compacted in a minimum of layer 150mm thick to 98% Mod. AASHTO density under all surface beds				
E	Under floors, steps, paving, etc	m <sup>3</sup>	4,20		
	<b>SOIL POISONING</b>				
	Soil insecticide				
	Under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming				
F		m <sup>2</sup>	27		
	<b>REINFORCED CONCRETE</b>				
G	25MPa/19mm concrete	m <sup>3</sup>	4,2		
	Surface beds on waterproofing				
H	Slabs including beams, inverted beams and box gutters	m <sup>3</sup>	4,2		
<b>Total Carried To Forward</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount</b>
<b>Amount Brought Forward</b>					
	TEST BLOCKS				

I	Prepare a set of three 150 x 150 x 150mm concrete strength test cubes, label and send to an approved laboratory for testing, pay all charges and submit report to the Regional Representative. Only successful tests will be paid for. (Provisional)	No	6		
	<b>CONCRETE SUNDRIES</b>				
	Finishing top surfaces of concrete smooth with a steel float				
J	Surface beds, slabs, etc.	m <sup>2</sup>	27		
K	Cover slabs, etc to falls	m <sup>2</sup>	27		
	<b>SMOOTH FORMWORK (DEGREE OF ACCURACY I)</b>				
	Smooth formwork to soffits				
L	Soffit of septic tank cover slab, remove through small opening	m <sup>2</sup>	40		
	Smooth formwork to sides				
M	110 x 75mm Lintels in lengths not exceeding 3m	m	30,00		
	<b>DAMPPROOFING UNDER SURFACE BEDS</b>				
	One layer of 250 micron "Plastall Gunplas USB Green" waterproof sheeting Type C, sealed at laps with "Gunplas Pressure Sensitive Tape"				
N	Under surface beds.	m <sup>2</sup>	27		
O	Opening through 760 mm x 760 mm concrete slab exceeding 2m and not exceeding 3.5m high	no	2		
	<b>REINFORCEMENT</b>				
P	Supply and install high tensile welded mesh ref 395	m <sup>2</sup>	30		
	<b>BRICKWORK:</b>				
	Construct a double wall in stretcher bond with max 10mm joint slightly raked outside and worked off smooth inside. Bricks as per SANS with a minimum 14 MPa compression strength and nominal dimensions of 220mm x 110mm x 75mm. Bricks to be fully bedded in 1:5 cement mortar.				
Q	Plastering	m <sup>2</sup>	40		
R	1:3 cement plaster on internal walls and narrow widths, 30mm thick	m <sup>2</sup>	45		
S	Supply and install brick force to M140	m	80		

**Total Carried To Summary**

Item No.	Description	Unit	Quantity	Rate	Amount
	<b>SECTION 12</b>				
	<b>PROVISIONAL AMOUNTS</b>				
	PROVISIONAL AMOUNTS FOR SELECTED SUB-CONTRACTS				

	BUDGETARY ALLOWANCES				
	<b>Electrical installation</b>				
	Provide the Amount of R 40 000.00 (Forty Thousand Rand) for electrical installation, executed complete				
A		Item	1	R 40 000.00	R 40 000.00
B	Profit & attendance	%	R 40 000.00		
	<b>Eskom connection</b>				
	Provide the Amount of R 85 000.00 (Eighty Five Thousand Rand) for Eskom connection, executed complete				
C		Item	1	R 85 000.00	R 85 000.00
D	Profit & attendance	%	R 85 000.00		
<b>Total Carried To Summary</b>					

**REFURBISHMENT OF NXAMALALA COMMUNITY HALL IN WARD 09  
TENDER No.**

**FINAL TENDER SUMMARY**

<b>SUMMARY OF SECTIONS</b>		
<b>SECTIONS</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>

<b>CONSTRUCTION ESTIMATES</b>	
<b>SECTION 1</b>	<b>Preliminary and General</b>
<b>SECTION 2</b>	<b>Masonry</b>
<b>SECTION 3</b>	<b>Waterproofing</b>
<b>SECTION 4</b>	<b>Roof Coverings</b>
<b>SECTION 5</b>	<b>Carpentry and Joinery</b>
<b>SECTION 6</b>	<b>Ironmongery</b>
<b>SECTION 7</b>	<b>Metalwork</b>
<b>SECTION 8</b>	<b>Plastering</b>
<b>SECTION 9</b>	<b>Plumbing and Drainage</b>
<b>SECTION 10</b>	<b>Glazing</b>
<b>SECTION 11</b>	<b>External works</b>
<b>SECTION 12</b>	<b>Provisional Amounts</b>
<b>NETT TOTAL</b>	
<b>CONTINGENCIES (7%)</b>	
<b>SUB TOTAL A</b>	
<b>ADD 15% VALUE ADDED TAX</b>	
<b>TOTAL CARRIED TO OFFER</b>	

**SECTION M**  
**TERMS OF REFERENCE**

**3. INTRODUCTION**

The Municipal Employment Initiative is a program where the Municipality intend to provide technical support to local Small Medium & Micro Enterprises (SMME) that are located in township and rural areas to stimulate LED and create job opportunities in a fair and transparent manner .

**4. OBJECTIVES**

- The main objective of the project is to provide financial and technical support the small businesses
- To develop small businesses in uMngeni area
- To create jobs and promote business sustainability

**5. Scope of Work**

SCOPE OF WORK

C3.1: APPLICABLE SANS STANDARD FOR CONSTRUCTION WORKS

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 10396: 2003: Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures

SANS 1914-1 (2002): Targeted Construction Procurement

SANS 1921-1 (2004): Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works

SANS 1921-6 (2004): Construction and Management Requirements for Works Contracts Part 6: HIV / AIDS Awareness

The Standard Specifications for Building Works is SANS 2001-Construction Works, used in conjunction with PW371-A Edition 2.1 (Specification of materials and Methods to be used. -Developed by the Department of Public Works)

C3.2: PROJECT SPECIFICATIONS

The Project Specifications, consisting of two parts, form an integral part of the Contract and supplement the Standard Specifications.

Part A contains a general description of the Works, the Site and the requirements to be met.

Part B contains variations, amendments and additions to the Standard Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standard or Particular Specifications and the Project Specifications, the Project Specifications shall take precedence. In the event of a discrepancy between the Specifications (including the Project Specifications) and the drawings and / or the Schedule of Quantities, the discrepancy shall be resolved by the Employer's Agent before the execution of the work under the relevant item.

The Standard Specifications, which form part of this contract, have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

PART A:GENERAL

[NOTE: This description is a broad outline of the Contract Works and does not limit the work to be executed by the Contractor in terms of the contract. The quantities of some of the major items indicated in this section are indicative, not absolute, and are provided to define in general terms the overall scope of the project. [For Compiler information purposes only]

### C3.2.1 Employer's Objective and Overview of the works

The objectives of the project are to formulate effective engineering solutions for the Refurbishment of Nxamalala Community Hall in Ward 09 within the uMngeni Local Municipality.

The employer's objectives are also to deliver public infrastructure and services using labour-intensive methods in accordance with EPWP Guidelines.

Labour-intensive works comprise the activities such as those described in SANS 1921-5, Earthworks activities which are to be performed by hand, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

The Contractor shall be required to attend meetings of the local Project Steering Committee (PSC) from time to time. Particular Specifications.

### C3.2.2 Overview of the works

The scope of work is envisaged to include the following:

- Gable wall
- Roof covering
- Plastering
- Fascia boards and gutters
- Doors and windows
- Water reticulation
- Septic tank construction
- Electrical installation

### C3.2.3 Location of site and access

The project site is located at Ward 09 village, approximately 19 km to the northeast of Howick town in the uMngeni Local Municipality within KwaZulu Natal Province. The geographical position is provided as co-ordinates in Table 1 below:

Table 1: Project Location and Coordinates

AREA	POPULATION	LONGITUDE	LATITUDE
Ward 09 Haza Location	5 888	29°34'53.5" S	30°10'30.7" E

### C3.2.3 Climatic conditions

The proposed project area is in a high summer rainfall region with an average annual precipitation of 100mm to 150mm per month.

### C3.2.4 Drawings

The drawings are provided by the Engineer.

### C3.2.7 Labour

A Project Steering Committee has been established and is a vital means of communication between all parties involved with the project. The composition of the PSC comprises representatives of the Employer, the Engineer and formal structures within the community.

The Contractor shall make use of these communication channels and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PSC, and this representative will be also required to attend the monthly PSC meetings.

It is mandatory that the Contractor shall interact with the community via proactive project liaison and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

Local labour is to be used and the employment of such labour is to be done in conjunction with the PSC and in line with the Employer's policies.

Labour-intensive construction shall mean the economically efficient employment of as great a portion of labour as is technically feasible to produce a standard of construction as demanded by the specifications with completion by the Due Completion Date, thus bringing about the effective substitution of labour for plant and equipment.

Appropriate portions of the Works included in the Contract shall be executed using labour-intensive construction methods.

Except where the use of plant is essential in order, in the opinion of the Employer's Agent, to meet the specified requirements by the Due Completion Date, or where the use of plant is essential as a result of occupational health and safety considerations, the Contractor shall use only hand tools and equipment in the construction of those portions of the Works that are required in terms of these Project Specifications to be constructed using labour-intensive construction methods.

These portions of the Works shall be constructed utilizing only locally employed labour and/or the labour of local subcontractors, supplemented by the Contractor's key personnel to the extent necessary and unavoidable, unless otherwise instructed by the Employer's Agent and in accordance with the further provisions of the relevant sections of the Project Specifications.

Subject to considerations of occupational health and safety, the portions of the Works to be executed using labour-intensive construction methods are:

- Gable wall
- Roof covering
- Fascia boards and gutter
- Doors and windows
- Water reticulation

In respect of those portions of the Works which are not listed above, the construction methods adopted and the plant utilized shall be at the discretion of the Contractor, provided always that the construction methods adopted and the plant utilized by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

Task Based Activities: Labour Intensive activities are to be planned as task-based works where required. Task based refers to a specific amount of work to be performed which is clearly defined by a quantity and quality. Typically, a task can be completed within a working day.

#### C.3.2.8 Spoiling of surplus material

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled at a site located by the Contractor and approved by the Engineer.

#### C.3.2.9 Material sources, spoil and stockpile areas

Where possible, the contractor shall source material from within 20km of the site utilizing local suppliers. The material which may be sourced locally:

- Cement.
- Bricks
- Granular material
- Timber
- Roof sheets

Spoil areas and areas for the temporary stockpiling of construction materials shall be determined and agreed on site in conjunction with the Engineer. The Contractor shall be permitted to use only these agreed spoil and stockpile areas, which shall be landscaped and vegetated on completion of the work.

Spoil areas and areas for the temporary stockpiling of construction materials shall be determined and agreed on site in conjunction with the Engineer, the PSC (where applicable) and the local communities (where applicable). The Contractor shall be permitted to use only these agreed spoil and stockpile areas, which shall be landscaped and vegetated on completion of the work.

#### C.3.2.10 Existing services

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services has commenced.

It is also expected that unknown domestic services requiring protection may be encountered along the route as the work proceeds. The Contractor shall make every effort to establish the location of these services in any area prior to excavations commencing in that area. Such efforts shall include diligent enquiry and discussions with adjacent landowners, visual surface inspection and exploratory trenching investigation as necessary.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

#### C.3.2.11 Temporary Works

Vertical, horizontal and inclined falsework and formwork will be used during the construction of the gable wall and beam filling. Provisions of access scaffolding and temporary propping will also be required. Temporary shoring will be utilised on unstable excavations.

The Temporary Works required under this Contract shall include the provision of drainage control, falsework and formwork during the construction of the minor drainage structures, and the provision of any scaffolding used during the erection of the signs.

All Temporary Works shall be removed from the Site on completion of the Contract.

#### C.3.2.12 Maintenance of the Works during the construction period

The Contractor shall take note of the various requirements of the General Conditions of Contract 2015 and the standard specifications with respect to the care and protection of the Works.

The handing-over of the building for this contract is described later in the Project Specifications. The Contractor shall be responsible for maintaining this portion of the road from the date of hand-over until the issue of the Certificate of Practical Completion.

#### C.3.2.13 Testing of materials

Testing of material is allowed in the Schedule of Quantities for all acceptance control testing laboratory work to be carried out by the Engineer using the laboratory facility.

The Contractor shall carry out at his own cost the required process control testing as specified in terms of the SABS South African Bureau Standard specifications.

#### C.3.2.14 Power supply and other services

The Contractor shall make his own arrangements concerning the supply of electrical power and all other services. No direct payment shall be made for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

#### C.3.2.15 Construction in confined areas

The works are to be undertaken in a built-up area and it will be inevitable for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. The method of construction in these confined areas largely depends on the Contractor's constructional plan.

However, the Contractor shall note that, unless otherwise provided for in terms of the scheduled payment items in the Standard Specifications or these project specifications, measurement and payment shall be in accordance with the specified cross sections and dimensions only, irrespective of the method used for achieving these cross sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.

#### C.3.2.16 Contractor's campsite

Possible locations for a campsite shall be pointed out at the clarification meeting.

The Contractor shall make his own arrangements for the provision of his campsite and housing for construction personnel but the chosen site shall be subject to the approval of the Engineer, the local authorities and, where applicable, the Project Steering Committee (PSC) associated with the project.

The standard of the Contractor's camp, offices, accommodation, ablution, and other facilities must comply with the requirements of all local authority, environmental and industrial regulations concerned. In establishing and maintaining his campsite, due cognisance is to be taken of the requirements of the Project Specifications. The Contractor is to fully familiarise himself with all local by laws and Government regulations for the employment, transport and accommodation of labour on site.

The Contractor shall particularly note that there is a high risk of theft, vandalism and damage to property in this area and strict security will be required for all plant, establishment, temporary works and partially completed works. The Contractor shall be responsible for providing security for all plant, establishment, temporary works and partially completed works.

No separate payment shall be made for the provision of such security since full compensation for these costs shall be deemed to be included in the amount tendered for item B13.01(c) (The contractor's general obligations: Time-related obligations).

#### C.3.2.17 Additional requirements for construction activities

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor's tendered rates shall include full compensation for all costs which may arise from the construction and maintenance of deviations and construction under traffic. No claim for additional costs which may arise from these methods of traffic accommodation and no additional payment owing to inconvenience as a result of the Contractor's method of working shall be considered.

#### C3.2.18 Design

- The Contractor is responsible for the Temporary Works, Site Camp and Contractor's office accommodation design.
- Site layouts for the Engineer Representative's temporary office accommodation and a Monthly Meeting venue.
- The contractor might be asked to have some of the sections of the works to be designed based on the conditions on site.

Any design work done on site which will require services of an Engineer will be compensated using market related rate, and the effort for that design will need to be properly documented. Any other designs by the contractor will be deemed to have been included in the scheduled items in the Schedule of Quantities. No other additional payments will be certified to cover these activities.

The bid drawings are applicable to the contractor are detailed in this tender document. These drawings have been used for setting up the Bills of Quantities.

#### C3.2.19 Quality Assurance (QA)

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

#### C3.2.20 Programme in terms of Clause 5.6 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme.

#### C.3.2.21 Construction programme

In addition to any other restrictions accommodated by the Contractor in compiling the construction programme, the following constraints shall be taken into account in the preparation thereof:

The time for completion on this Contract is as shown in the Contract Specific Data, and includes the allowance for inclement weather. All statutory holidays for the Civil Engineering Industry falling within the authorised Contract period, will be allowed as extensions to this period, but the Contractor will not be paid additional Time-Related charges for these days. The Contractor shall submit a preliminary programme with his Bid indicating the main activities to be carried out. Any work carried out prior to approved sureties and proof of insurances being submitted will be at the submission of approved sureties.

The Contractor shall submit to the Engineer within 14 days of receiving the Letter of Acceptance from the Employer, a detailed programme setting out clearly the sequence of work, and the resources which he intends to use, and a projected cashflow for the various sections of the work. The programme shall be submitted in the form of a bar chart. The quantity of work applicable to each bar item as well as the rate, at which the work will be completed, shall be shown on each bar.

If the programme is to be revised by reason of the Contractor falling behind his programme, he shall produce a revised programme showing modifications to the original programme necessary to ensure completion of the works or any part thereof within the time of completion as defined or any extended time granted. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit, or work according to the approved programme or revised programme, shall be sufficient reason for the Employer to take steps as provided as per General Conditions of Contract.

The approval by the Engineer of any programme shall have no contractual significance, other than that the Engineer would be satisfied if the work is carried out according to such programme, and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right of the Engineer to instruct the Contractor to vary the programme should circumstances make this necessary.

#### C.3.2.22 Management and disposal of water

The Contractor shall pay special attention to the management and disposal of water on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

### C.3.2.23 Testing

#### Process control

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

#### Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

### C.3.2.24 Accommodation of Employees

No employees except for security guards will be allowed to sleep or be accommodated on the site.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

### C.3.2.25 Health and Safety

#### C.3.2.25.1 General statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHS Act 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.2.4

#### C.3.2.25.2 Health and Safety Specifications and Plans

##### (a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

[Note to compiler: The Employer's Safety Specification is available and must be included]

##### (b) Tenderer's Health and Safety Plan

The Tenderer shall submit with his tender his own documented Health and Safety Plan he proposes to implement for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

- i. a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- ii. pro-active identification of potential hazards and unsafe working conditions;
- iii. provision of a safe working environment and equipment;
- iv. statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (Regulation 5);
- v. monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- vi. details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- vii. details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.
- viii. details of methods to ensure compliance with COVID 19 prevention protocols.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

#### C.3.2.25.3 Cost of compliance with the OHSA Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

#### C.3.2.25.4 Management of the environment

Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

##### (a) Natural Vegetation

Only those trees and shrubs directly affected by the works and those the Engineer may directly instruct, shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

##### (b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire, the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

##### (c) Environmental Management Plan

In addition to the above all requirements according to the Environmental Management Framework prepared by the Municipality, and the project specific Environmental Management Plan will be adhered to.

#### C.3.2.26 EPWP Alignment Clauses

##### C.3.2.26.1 (1.2) Personal & Other Protective Equipment (Sections 8/15/23 or the OHS Act)

The Contractor is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the said equipment be maintained by the Contractor, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s. Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.

The Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed
- Where the employee has patently abused or neglected the equipment leading to early failure
- Where the employee has lost the equipment

All employees shall, as a minimum, be required to wear the following PPE on any infrastructure projects:

Protective overalls

- Protective footwear
- Protective headwear and handwear
- Eye/face/ear protection

All PPE provided to local labour working on the Expanded Public Works Programme shall be branded in accordance with the EPWP CI Manual. Typical elements which shall be branded include:

- Protective overalls
- Reflective vests
- Protective headwear and handwear

The rate for local labour shall include for the supply of EPWP branded PPE in accordance with the Provincial EPWP specifications. The rate shall include the additional cost of the specified colours for the PPE and branding in accordance with CI manual.

## PART B:AMENDMENTS TO THE STANDARD SPECIFICATIONS

### PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

#### (a) SANS or BS Specifications and Codes of Practice

Wherever any reference is made to the South African National Standards(SANS) and the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be Used (OOG-001E), this reference shall be deemed to read “SANS or equivalent standard” and BS or equivalent standard” respectively.

#### (b) General Conditions of Contract

The General Conditions of Contract for Construction Works, 3rd edition 2015 (abbreviated elsewhere in C3.2 Project Specifications and C3.3 Particular Specifications as “GCC 2015” or as “General Conditions of Contract 2015”) published by the South African Institution of Civil Engineering (SAICE), together with the Special Conditions of Contract form part of the contract.

#### **6. Reporting Procedure:**

Service provider will communicate updates continuously about the project information and report to Municipality.

#### **7. Anticipated Time Frame**

It is anticipated that the project will be completed within two months (2) period.

#### **8. Required Skills and Competencies**

- The successful service provider must be registered with on Central data-base.
- Service provider must have the ability to deliver on time as per TORs.

- Service provider must have experience in conducting similar work for government institutions.

**9. Exclusions**

- Beneficiaries of the programme are strictly not allowed to tender.

## 10. SITE INFORMATION

### 10.1 LOCALITY PLAN

The location of the site is as per the attached Locality Plan.



## 11. DRAWINGS

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.