



PART: A: INVITATION TO BID:

MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (POLOKWANE MUNICIPALITY)					
BID NUMBER:	PM53/2022	CLOSING DATE:	28 FEBRUARY 2023	CLOSING TIME:	10:00
BID DESCRIPTION	THE APPOINTMENT PANEL OF CONTRACTORS (40) FOR CONSTRUCTION OF ROADS AND BUILDING INFRASTRUCTURE IN POLOKWANE LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS – CIDB 5CE OR HIGHER AND 5GB OR HIGHER				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7) or SERVICE LEVEL AGREEMENT OF POLOKWANE MUNICIPALITY.					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (Polokwane Municipality, Civic Centre, corner, Bondenstein and Landdros Mare Street) not later than 10:00 on **28 FEBRUARY 2023.**

An official and compulsory site inspection will **NOT** be held.

The Bid box is generally open 24 hours, 7 days a week.

Completed Bid document, fully priced and signed must be sealed in an envelope marked **“PM53/2022 : THE APPOINTMENT PANEL OF CONTRACTORS (40) FOR CONSTRUCTION OF ROADS AND BUILDING INFRASTRUCTURE IN POLOKWANE LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS - CIDB 5CE OR HIGHER AND 5GB OR HIGHER**

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from e-tender Publication Portal at www.etenders.gov.za and www.polokwane.gov.za at no fee.

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL NUMBER	-----		COMBINED RATES		QUALITY BASED
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs)]

MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
MINIMUM WORK OPPORTUNITIES TO BE CREATED	TO BE COMPLETED AFTER APPOINTMENT	CIDB GRADING	CIDB 5CE OR HIGHER AND 5GB OR HIGHER OR HIGHER
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
MUNICIPALITY	POLOKWANE	POLOKWANE MUNICIPALITY	Ms M. Mamabolo
CONTACT PERSON	Mr. K. Mashiane	TELEPHONE NUMBER	015 290 2335
TELEPHONE NUMBER	015 023 5148	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	mapula@polokwane.gov.za
E-MAIL ADDRESS	kwenama@polokwane.gov.za		
     EXPANDED PUBLIC WORKS PROGRAMME Creating opportunities towards human fulfilment			

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?
☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
☐ YES ☐ NO

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

**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:

POLOKWANE MUNICIPALITY

CONTENTS OF TENDER DOCUMENTATION

Volume 1: Tender requirements, Contract and Pricing Data		
Number	Heading	Colour
Part T1: Tendering procedures		
MBD 1	Tender Notice and Invitation to Tender	White
	Responsiveness and Evaluation Criteria	White
T1.2	Tender Data	Pink
T1.3	Standard and Particular Conditions of Tender	Pink
Part T2: Returnable Documents		
T2.1	List of Returnable Documents	Yellow
T2.2	Returnable Schedules	Yellow
Part C1: Agreements and Contract Data		
C1.1	Form of Offer and Acceptance	White
C1.2	Contract Data	White
C1.3	Performance Guarantee	White
C1.4	Retention Guarantee	White
C1.5	Occupational Health and Safety Agreement	White
C1.6	Adjudicators Agreement	White
Part C2: Pricing data		
C2.1	Pricing Instructions	Yellow
C2.2	Schedule of Bill of Quantities	Yellow



BID NUMBER: PM 53/2022: THE APPOINTMENT PANEL OF CONTRACTORS (40) FOR ROADS AND BUILDING INFRASTRUCTURE IN POLOKWANE LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS - CIDB CIDB 5CE OR HIGHER AND 5GB OR HIGHER

DIRECTORATE: ROADS AND TRANSPORTATION SERVICES
COMMUNITY SERVICES
CORPORATE AND SHARED SERVICES

BUSINESS UNIT: PUBLIC TRANSPORT AND INFRASTRUCTURE DEVELOPMENT
FACILITY MANAGEMENT
SPORT AND RECREATION

BIDS ARE HEREBY INVITED FOR FIXED-TERM CONTRACT FOR THE CONSTRUCTION OF ROADS AND BUILDING INFRASTRUCTURE INFRASTRUCTURE AT CIDB CIDB 5CE OR HIGHER AND 5GB OR HIGHER IN POLOKWANE LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS

The Council also reserves the right to negotiate further conditions and requirements with the successful bidder.

THIS BID IS SUBJECT TO THE, PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATION, 2017, AND THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS (THIRD EDITION) (2015) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

The Municipality shall adjudicate and award bids in accordance with Quality based selection. Prospective bidders must accept that the bid will be adjudicated, according to the said legislation. Bids will remain valid for 90 (ninety) days.

**MS. THUSO NEMUGUMONI
MUNICIPAL MANAGER
CIVIC CENTRE
LANDDROS MARE STREET,
POLOKWANE**

POLOKWANE MUNICIPALITY

RESPONSIVENESS AND EVALUATION CRITERIA

1. RESPONSIVENESS CRITERIA

The Polokwane Municipality will consider no Bid unless it meets the following responsiveness criteria:

- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
- The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.
- A valid Central Supplier Database number to be provided.
- Bid forms must be completed in full and each page of the bid initialed.
- Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties.
- Proof of payment of Municipal Rates and Taxes or letter for Tribal Authority or lease agreement must be attached.
- Complies with the requirements of the bid and technical specifications.
- Registered in the relevant contractor category in the Construction Industry Development Board Register of Contractors (CIDB).
- Adheres to Pricing Instructions.
- Financial ability to execute the contract.
- Comply in full and observe the requirements of the Notice to Bidders.
- Experience with similar work – demonstrate a track record of a project of similar scope and size

2. EVALUATION OF BIDS

- a) All bids received shall be evaluated in terms of the Supply Chain Management Regulations, Polokwane Municipality Supply Chain Management Policy (on request from Municipality), the preferential procurement regulation 2017, and other applicable legislations.
- b) The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.

By submitting this bid, bidder authorises the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Council.

PLEASE NOTE

- 1. The Municipal Manager may cancel a contract awarded to a person if:**
 - a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
 - b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.
- 2. The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:**
 - a) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
 - b) Failed, during the last five years, to perform satisfactorily on a previous contract with the Polokwane Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
 - c) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
 - d) Been convicted of fraud or corruption during the past five years;
 - e) Wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - f) 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) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

POLOKWANE MUNICIPALITY

T1.2 Tender Data

1. CONDITIONS OF TENDER

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (SFU) of May 2010, as published in Government Gazette No 33239, Board Notice 86 of 2010 of 28 May 2010. Those Standard Conditions of Tender remained the same as those published in the previous edition of the SFU as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009 – See www.cidb.org.za.

Each Tenderer shall obtain its own copy of the Standard Conditions of Tender.

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

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

Clause number	Tender Data
2. <u>EMPLOYER</u> Cl. F1.1	The “Employer” is “Polokwane Municipality” The Employer’s domicilium citandi et executandi (permanent physical business address) is: Polokwane Municipality, Civic Centre, Landdros Mare Street, Polokwane The Employer’s address for communication relating to this project is: PO Box 111, Polokwane, 0700
3. <u>TENDER DOCUMENTS</u> Cl. F.1.2	“The following documents form part of this tender: VOLUME 1 Part T1 Tendering procedures T1.1 Tender notice and invitation to tender T1.2 Tender data T1.3 Standard and Particular conditions to tender Part T2 Returnable Documents T2.1 List of Returnable Documents T2.2 Returnable Schedules that will be incorporated into the Contract Part C1 Agreements and Contract Data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form for Adjudicators Appointment C1.4 Agreement in terms of Occupational Health and Safety Part C2 Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantities

Clause number	Tender Data
4. <u>EMPLOYER'S AGENT</u> Cl. F.1.4	The Employer's Agent are: a) Principal Agent ONLY TO BE COMPLETED AFTER AWARD OF BID <u>Physical Address:</u> <u>Postal Address:</u> Tel.: Fax: E-mail:
5. <u>TENDERER'S OBLIGATIONS</u>	
5.1. <u>Eligibility</u> Cl. F.2.1	A tender offer may only be submitted if the Tenderer satisfies the criteria stated in the Tender Data and if the Tenderer, or any of his principals, is not under any restriction to do business with the Employer.
5.2. <u>Site Visit and Clarification Meeting</u> Cl. F.2.7	The arrangements for a compulsory pre-tender meeting are: Location: NOT APPLICABLE Date:
5.3. <u>Insurance</u> Cl. F.2.9	No insurance cover will be provided by the Employer.
5.4. <u>Alternative Tender Offers</u> Cl. F. 2.12	Unless anything to the contrary has been determined in the Contract Data, a Tenderer may, together with his tender for the original designs contained in the contract documents, submit alternative designs and tender offers for consideration. All designs, calculations, drawings and Operation and Maintenance manuals shall be fully endorsed by a third party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor. Such alternative designs and offers shall be subject to the following conditions and requirements: 5.4.1. <u>Tenders</u> An alternative offer or design will be considered only if the tender for the original items has been fully priced and completed. The alternative tender offer is to be submitted in the same envelope as the main tender offer, together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes. No alternative tender will be considered unless a tender free from qualifications is also submitted. Unless the alternative offer stipulates to the contrary, it shall be assumed that the period for completion of the Works shall be the same as for the original design. Designs, calculations, drawings and a modified schedule of quantities (as determined hereafter) in respect of each alternative offer or design shall

Clause number	Tender Data
	accompany the alternative tender offer and shall be endorsed fully by a third party registered engineer, accomplished in such specific field of practice. 5.4.2. <u>Preliminary calculations</u> Preliminary calculations for an alternative design shall be submitted with the tender. Such calculations shall give adequate details so as to enable an assessment to be made of the general efficacy of the design and of its principal elements, also of the degree to which the design prescriptions and codes of the Employer are being complied with. The calculations shall be clear and in a logical sequence and shall clearly reflect all the design assumptions. 5.4.3. <u>Preliminary drawings</u> Preliminary drawings of the alternative designs shall also be submitted with the tender. These drawings shall comprise adequate layout plans, elevations and sections and shall clearly illustrate the general efficacy of the design and its principal elements. 5.4.4. <u>Quantities</u> Each alternative offer shall be accompanied by a modified priced schedule of quantities compiled in accordance with the specifications, in so far as it is applicable, which clearly shows the manner in which the price for the alternative offer has been determined and the items in the original schedule of quantities which fall away or are being changed. In addition to the schedule of quantities, a set of calculations shall be supplied to show how the quantities have been determined. All assumptions in regard to factors which will determine quantities shall be clearly and conspicuously marked by underlining or coloring, and shall indicate whether or not the assumptions have been based on information furnished in the Contract Data (with the necessary references). 5.4.5. <u>Further details</u> Should the Employer's Agent find that the calculations and drawings submitted for alternative designs are not complete enough for proper adjudication of the alternative designs, the Employer reserves to itself the right to call on the Tenderer to submit such further calculations and drawings as may be required. If such further details are not submitted within ten days of having been requested, the alternative designs will not be given further consideration. 5.4.6. <u>Preliminary adjudication of alternative designs</u> The Employer's Agent will undertake a preliminary scrutiny of any alternative designs for compliance with the specified requirements of the Employer. Should he find any mistakes or unsatisfactory aspects, he may afford the Bidder the opportunity to rectify them within a period to be determined by the Employer's Agent. However, it is emphasized that the preliminary scrutiny of the design and tender by the Employer's Agent, by its very nature, cannot be comprehensive, and no guarantee can be given in this regard that all the mistakes made by the Bidder will in fact be detected. Any correction of such mistakes shall be made with the tender price of the bidder being retained,

Clause number	Tender Data
	and, wherever necessary, the priced schedule of quantities for the alternative design shall be adjusted accordingly. 5.4.7. <u>Acceptance of alternative design</u> The Bidder shall note that the acceptance of a tender which includes alternative designs shall mean that the alternative designs have been approved in principle only. If the final calculations, drawings and details do not comply with the specified requirements, such alternative designs may be rejected, unless they are suitably amended by the Bidder so as to be acceptable to the Employer. 5.4.8. <u>Final drawings and calculations and the priced schedule of quantities</u> Where a tender with an alternative design has been accepted, the Contractor shall, not less than two months before he intends starting with the construction of such design, submit to the Employer's Agent a complete set of working drawings, detailed calculations and a complete schedule of quantities, for approval. The schedule of quantities shall be based on the preliminary schedule of quantities, but with the necessary adjustments in quantities and prices and with the tendered price for the alternative design being retained. Within three weeks of having received the above, the Employer's Agent will indicate which drawings, calculations, quantities, prices and other particulars are acceptable to him and which not, with reasons furnished. The Contractor shall then submit to the Employer's Agent in good time any modified drawings and other particulars for approval, for which he will require two weeks. Any delay arising from the fact that the amended particulars do not meet the requirements shall be the responsibility of the Contractor. No work which will be affected by an alternative design may be commenced, unless the drawings, schedule of quantities and prices for such alternative design have been approved. Should the Contractor fail to modify any drawings, calculations, quantities, prices or any other particulars to the satisfaction of the Employer's Agent, the alternative design will be rejected and the original design shall be constructed for the same amount as has been tendered for the alternative design. 5.4.9. <u>Responsibility for alternative design</u> The approval of a design by the Employer's Agent shall not in any way relieve the Bidder of his responsibility to produce a design which conforms in all respects to all the specified requirements and which will be suitable for the purpose envisaged. Should it appear later during construction or during the maintenance period that the design does not conform to the specified requirements, the Contractor only, shall be liable for any damage arising there from and he shall, at his own expense, do all the necessary work to ensure that the Works conforms to all the specified requirements. 5.4.10. <u>Indemnity</u>

Clause number	Tender Data
	Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Employer, its agents and assigns, against all claims howsoever arising out of the said design whether in contract or delict.
5.1. <u>Submitting</u> <u>a</u> <u>Tender Offer</u> <u>Cl. F2.13</u>	5.5.1. <u>Whole of the Works</u> (Cl. F.2.13.1) Tenderers shall offer to provide for the whole of the Works identified. 5.5.2. <u>Original tender documents</u> (Cl. F2.13.3) The original tender document, issued to the Bidder, shall be submitted in its entirety. No copies are required. 5.5.3. <u>Marking of Tender Submissions</u> (Cl. F2.13.5) The complete tender documents shall be enclosed and sealed in a single envelope, marked: “BID NO. PM53/2022: THE APPOINTMENT PANEL OF CONTRACTORS (40) FOR CONSTRUCTION OF ROADS AND BUILDING INFRASTRUCTURE IN POLOKWANE LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS - CIDB CIDB 5CE OR HIGHER AND 5GB OR HIGHER The Employer’s address for delivery of tender offers to be shown on each tender submission package is the Tender Box located at: Polokwane Municipality Civic Centre Landdros Mare Street Polokwane 5.5.4. <u>Two envelope system</u> (Cl. F.2.13.6) A two-envelope procedure will not be followed. 5.5.5. <u>Closing time</u> (Cl. F.2.15) The closing time for submission of tender offers is: 10H00 Telegraphic, telephonic, telex, facsimile, e-mail, electronic and late tender offers will not be accepted. 5.5.6. <u>Tender offer validity</u> (Cl. F.2.16) The tender offer validity period is 90 days after tender closing date. 5.5.7. <u>Clarification of tender offer after submission</u> (Cl. F.2.17) Delete the last part of the second sentence, commencing with the word “and”. Furthermore, delete the last two sentences of Cl. F2.17. Add the following sentence:

Clause number	Tender Data
	"The rates stated by the Bidder shall be binding". 5.5.8. <u>Provide other Material</u> (Cl. F.2.18.1) Upon request by the Employer, the Bidder shall promptly supply any other material that has a bearing on the tender offer, the bidder's commercial position (including, where applicable, notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair assessment. Should the Bidder not provide the information or material called for, by the time for submission stated in the Employer's request, the Employer will regard the tender offer as being non-responsive. 5.5.9. <u>Certificates</u> (Cl. F.2.23) The following certificates are to be provided with this tender: a) A valid CSD number to be provided. b) Compensation Fund registration certificate c) Certificate of Contractor Registration issued by the Construction Industry Development Board or a copy of the application Form for registration in terms of the Construction Industry Development Board Act (Form F006). (A minimum grading of CIDB 5CE OR HIGHER AND 5GB OR HIGHER is required). <u>Important Note:</u> Failure to provide the required particulars as per the above-listed certificates implies a non-responsive tender and warrants rejection of the tender on account of non-compliance with the requirements of the Tender Data
6. <u>EMPLOYER'S UNDERTAKING</u>	
6.1. <u>Opening of Tender Submissions</u> Cl. F3.4	The time and location for opening of the tender offers are: 10:00 on 28 FEBRUARY 2023 Location: Tender Box, Polokwane Municipality, Civic Centre, Landdros Mare Street, Polokwane
6.2. <u>Arithmetical Errors</u> Cl. F.3.9.1	Delete paragraphs (b) and (c) of Cl. F.3.9.1 and replace with: b) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the tender offer will be corrected by the Employer in determining the Contract Price. c) Where there is an error in addition, either as a result of other corrections required by this checking process or in the Bidder's addition of prices, such error will be corrected by the Employer in determining the Contract Price. d) The Contract Price for the completed Contract shall be computed from the actual quantities of authorized work done and compliant with the

Clause number	Tender Data
	Contract Data, valued at rates contracted against the respective items in the bill of quantities, schedule of Quantities or schedule of rates and shall include such authorized Provisional Sums and items of extra work as have become payable in terms of the Contract Data.
<u>7. ACCEPTANCE OF TENDER OFFER</u> CI. F3.13	Tender offers will only be accepted if: a) A valid CSD number to be provided; b) The bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation. (A minimum grading of CIDB 5CE OR HIGHER AND 5GB OR HIGHER is required for the main contractor); c) The bidder has demonstrated previous experience with the type of work required under this contract having successfully completed a project of similar scope and size. d) The bidder or any of its principals is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and e) The bidder has not abused the Employer's Supply Chain Management System. f) The bidder has not failed to perform on any previous contract. g) has complete the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
<u>8. PROVIDE COPIES OF THE CONTRACT DOCUMENT</u> CI. F.3.18	The number of paper copies of the signed Contract to be provided by the Employer to the successful bidder is one

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000.00 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000.00 (all applicable taxes included).
- 1.2 - The value of this bid is estimated to not exceed R50 000 000.00 (all applicable taxes included) and therefore the 80/20 system shall be applicable; or
- The 80/20-preference point system will be applicable to this tender.
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \text{80/20} & \text{or} & \text{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

If yes, indicate:

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

(Tick applicable box)

YES		NO	
-----	--	----	--

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:
- 8.2 VAT registration number:
- 8.3 Company registration number:
- 8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality **where** **business** **is** **situated:**

.....

Registered Account Number:

Stand Number:

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

.....

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES

1.

2.

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

DATE:

ADDRESS

ATTACH B-BBEE VERIFICATION CERTIFICATE

ANNEXURE A
SUPPLY CHAIN MANAGEMENT
EVALUATION PROCESS AND CRITERIA

The following evaluation process and criteria will be used to evaluate all bids submitted:

Tenders will be evaluated for B-BBEE level status, compliance with the legislative / regulatory requirements, functionality as well as special conditions for this tender. It is important that the relevant information is included to enable the bid to be evaluated in accordance with the procedure outlined below. All supporting information must be submitted in a separate properly bound document. Tampering with the original tender document will render the tender non-responsive. Failure to comply with the above requirements will result in the Tender being disqualified. In addition to the mandatory pre-qualifying requirements, the service provider will be evaluated as per criteria set out in the relevant section of this document. Each must acquire the minimum points for the tender to be considered responsive. The Tender evaluation will be conducted as follows:

1. Administrative Compliance – Phase One

1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.

1.2 **Critical Criteria:**

The following critical criteria have been identified for this bid and any noncompliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation:

- Provide a valid CSD number. (Attach CSD Registration Summary Report)
- All Pages of the Bid document must be initialed.
- Completed and signed declaration on past SCM practices form.
- Compulsory enterprise questionnaire completed.
- Signed J/V agreement must be attached (Where applicable).
- Proof of registration with CIDB attached.
- Proof of Municipal Rates and Taxes statement of account for the company and all the directors which are not older than three (3) months or Signed Valid lease agreement for service providers who are renting or leasing offices or Letter from tribal authority not older than 3 Months.
- Complete **MBD5** and submit Audited or Reviewed Financial Statements (**AFS**) for the last three (3) years. – (Only where the tender amount **exceeds R10mil** - including VAT).
- Complete and signing of the declaration of interest form (**MBD4**).
- All corrections made in the document, including bill of quantities, must be initialled.
- Bid document must be printed in colour coding as per page 5.

2. Functionality – Phase Two (100 points allocation)

The bidders who complied administratively are considered for further evaluation on ability to execute the project.

The assessment of functionality will be done in terms of the evaluation criteria and minimum threshold as specified. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation.

FUNCTIONALITY ASSESSMENT CRITERIA	
CRITERIA	POINTS ALLOCATION (WEIGHT)
1. Bidder's Experience in Similar Projects	40
2. Applicable Qualifications	30
4. Plant and Equipment	30
OVERALL EVALUATION SCORE	100

TABLE A2: BIDDER'S EXPERIENCE

CRITERIA 1 - BIDDER'S EXPERIENCE IN SIMILAR PROJECTS WEIGHT : 30 POINTS	
NO. OF PROJECTS/GRADING	ALLOCATED POINTS
1-2 Projects (15 Points) 3-4 Projects (25 Points) 5-7 Projects + (40 Points)	
MAXIMUM POINTS: 40	

NOTE: Proposal to indicate full names and contact details of references for all Similar Projects referred to. Failure to do so will result in loss of points. Tender's should attach copies of appointment letters and completion (reference letters from clients) certificates with a minimum value of R 3 000 000.00 of project not older than 10 years to score full points.

TABLE A3-1: APPLICABLE PERSONNEL QUALIFICATIONS

CRITERIA 2 - APPLICABLE PERSONNEL QUALIFICATIONS - ROADS WEIGHT: 30 POINTS		
FIELD	POINTS	ALLOCATED POINTS
Civil Eng Tech - N Dip, B Tech and/or B Eng	30	
MAXIMUM POINTS	30	

NOTE: Certified Copies of all Qualifications/Professional Registrations referred to in the bidder's proposal are to be attached. Failure to do so will result in loss of points. Certification of copies to be within two months of validity from the date of closure of tender.

TABLE A3-2: APPLICABLE PERSONNEL QUALIFICATIONS

CRITERIA 2 - APPLICABLE PERSONNEL QUALIFICATIONS - BUILDING		
WEIGHT: 30 POINTS		
FIELD	POINTS	ALLOCATED POINTS
Civil Eng Tech - N Dip, B Tech and/or B Eng	10	
Registered Architect / quantity surveyor	10	
Mechanical/Electrical Eng Tech - N Dip, B Tech and/or B Eng	5	
Structural Eng Tech - N Dip, B Tech and/or B Eng	5	
MAXIMUM POINTS	30	

NOTE: Points allocation for table A3 1 TO 2 below

Bidder evaluation criteria for	Weight	Points allocations	
Profile of key staff FOR CIDB 5CE OR HIGHER and 5GB OR HIGER Minimum qualification N Dip, B Tech and/or B Eng	30	Contracts Manager	
		Experience of 5 to 10 years	5
		Experience of 10 years and higher	10
		Site Agent	
		Experience below 5 years	3
		Experience of 5 to 10 years	5
		Experience of 10 years and higher	10
		Foreman	
		Experience below 5 years	2
		Experience of 5 to 10 years	3
		Experience of 10 years and higher	5
		Safety Officer	
		Experience below 5 years	2
		Experience of 5 to 10 years	3
		Experience of 10 years and higher	5

TABLE A5-1: PLANT AND EQUIPMENT

CRITERIA 4 - PLANT & EQUIPMENT - ROADS		
WEIGHT: 30 POINTS		
PLANT	POINTS	ALLOCATED POINTS
1 x LDV Vehicles	4	
3 x Tipper truck	6	
1 x TLB/Back Actor	5	
1 x Excavator	5	
1 x Water Tanker	5	
1 x Grader	5	
MAXIMUM POINTS	30	

NOTE: Bidders to submit a valid proof of ownership and/or lease agreement.
Failure to do so will result in loss of points.
50% of points will be allocated to equipment leased/hired.

TABLE A5-2: PLANT AND EQUIPMENT

CRITERIA 4 - PLANT & EQUIPMENT – BUILDING INFRASTRUCTURE		
WEIGHT: 30 POINTS		
PLANT	POINTS	ALLOCATED POINTS
1 x LDV Vehicles	5	
3 x Tipper truck	15	
1 x TLB/Back Actor	10	
MAXIMUM POINTS	30	

NOTE: Bidders to submit a valid proof of ownership and/or lease agreement.
Failure to do so will result in loss of points.
50% of points will be allocated to equipment leased/hired.

Step 3

Price and BBBEE Contribution. Reduce each responsive Bid offer to a comparative offer and evaluate it using the Bid evaluation method that is indicated in the Bid Data and described below:

Method 2: Financial offer, and preferences	1) Score Bid evaluation points for financial offer.
	2) Confirm that Bidders are eligible for the preferences claimed, and if so, score Bid evaluation points for preferencing.
	3) Calculate total Bid evaluation points.
	4) Rank Bid offers from the highest number of Bid evaluation points to the lowest.
	5) Recommend Bidders with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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

2.1 Commercial Risk Analysis

Prior to being recommended for further evaluation, a bid will be subjected to risk analysis to ensure that it would, if accepted, not place the Municipality or the bidder, at undue risk.

A risk analysis will be performed to ascertain if any of the following might present an unacceptable commercial risk to the Municipality:

- Unduly low tendered sums
- Unduly high individual rates
- Unduly low rates
- Imbalances in pricing

It is in the best interests of the Municipality to amend an error which will cause the bid to be rejected on the basis of it presenting an unacceptable commercial risk.

❖ EVALUATION OF BIDS

- a) All bids received shall be evaluated in terms of the Supply Chain Management Regulations, Polokwane Municipality Supply Chain Management Policy (on request from Municipality), the preferential procurement regulation 2017, and other applicable legislations.
 - b) The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.
- ❖ **By submitting this bid, bidder authorises the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Council.**

PLEASE NOTE

- ❖ **The Municipal Manager may cancel a contract awarded to a person if:**
- a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
 - b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.
- ❖ **The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:**
- c) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
 - d) Failed, during the last five years, to perform satisfactorily on a previous contract with the Polokwane Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
 - e) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
 - f) Been convicted of fraud or corruption during the past five years;
 - g) Wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - h) 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) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

Tendered rates

Rates for all the bids which have complied with the bid conditions will be assessed for the following:

- Comparison of rates and amounts with the average tendered amount.
- Sensitivity Analysis of Rates (i.e. whether the rates are balanced, acceptable, etc).
- Expected cash flows requirements.

NB: Bids with unbalanced rates will be disqualified for further evaluation on price and preference points system

3 Business Registration

Prospective bidders shall be registered:

- (a) With the South African Revenue Services for all categories of taxes applicable to it.
- (b) Central Supplier Database (CSD)
- (c) With the Compensation Commissioner
- (d) With the Construction Industry Development Board. (A minimum grading of **CIDB 5CE OR HIGHER AND 5GB OR HIGHER** is required).

4 Acceptance of Tender Offer (Cl. F3.13)

Tender offers will only be accepted if:

- a) The bidder provides a valid Central Supplier Database (CSD) number;
- b) The bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation. (A minimum grading of **CIDB 5CE OR HIGHER AND 5GB OR HIGHER** is required);
- c) the bidder or any of its principals is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- d) The bidder has not abused the Employer's Supply Chain Management System.
- e) The bidder has not failed to perform on any previous contract.
- f) has complete the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

5. Provide copies of the Contract Document (Cl. F3.18)

The number of paper copies of the signed Contract to be provided by the Employer to the successful bidder is **one**.

Annexure A: Standard Conditions of Tender

F.1 General

F.1.1 Actions

The employer and each bidder submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **Comparative offer** means the bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

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

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

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

F.2 Bidder's obligations

F.2.1 Eligibility

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

F.2.2 Cost of tendering

Accept that the employer will not compensate the bidder for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

- F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful bidder, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
- F.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices
- F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.
- F.2.11 Alterations to documents**
- Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the bidder. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.
- F.2.12 Alternative tender offers**
- F.2.12.1** Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.
- F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
- F.2.13 Submitting a tender offer**
- F.2.13.1** Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.
- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the bidder. Signatories for bidders proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the

employer's address and identification details stated in the tender data, as well as the bidder's name and contact address.

- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the bidder's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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

F.2.16 Tender offer validity

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

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all bidders who drew procurement documents.

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate the quality of the technical proposals offered by bidders, then advise bidders who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of bidders, who score in the quality evaluation more than the minimum number of points for quality

stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to bidders whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

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

F.3.9.2 Consider the rejection of a tender offer if the bidder does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 1: Financial offer	1) Rank tender offers from the most favourable to the least favourable comparative offer.
	2) Recommend highest ranked bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score tender evaluation points for financial offer.
	2) Confirm that bidders are eligible for the preferences claimed and if so, score tender evaluation points for referencing.
	3) Calculate total tender evaluation points.
	4) Rank tender offers from the highest number of tender evaluation points to the lowest.
	5) Recommend bidder with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data.
	2) Score tender evaluation points for financial offer.
	3) Calculate total tender evaluation points.
	4) Rank tender offers from the highest number of tender evaluation points to the lowest.
	5) Recommend bidder with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data.
	2) Score tender evaluation points for financial offer.
	3) Confirm that bidders are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing.
	4) Calculate total tender evaluation points.
	5) Rank tender offers from the highest number of tender evaluation points to the lowest.
	6) Recommend bidder with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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

F.3.11.2 Scoring Financial Offers

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

NFO = $W1 \times A$ where:
NFO = the number of tender evaluation points awarded for the financial offer.
W1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$

Where:

P_m = the comparative offer of the most favorable tender offer.
 P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories in accordance with the Tender Data and calculate total score for quality.

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the bidder complies with the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful bidder of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful bidder as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful bidders

After the successful bidder has acknowledged the employer's notice of acceptance, notify other bidders that their tender offers have not been accepted.

F.3.15. Prepare contract documents

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

- a) Addenda issued during the tender period,
- b) Inclusion of some of the returnable documents,
- c) Other revisions agreed between the employer and the successful bidder, and
- d) The schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful bidder for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the bidder to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

A: SCHEDULE OF LABOUR CONTENT

The Tenderer must complete the table below to reflect the labour force anticipated to be employed on this contract, including labour employed by sub-contractors. The specified target value is 10% of the contract value

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

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

Notes to Tenderer:

- (1) Labour is defined as hourly paid personnel.
- (2) The penalty will be applied for non-compliance during the contract or for fraudulent disclosure.
- (3) Polokwane Municipality approved daily rate is R191.60 per EPWP labourer.
- (4) It's not expected from the Contractor to employ EPWP Local Labourer target for the whole duration of the project.
- (5) Provision should also include the appointment of a CLO for the duration of the project, with a monthly salary up to R 4, 500.00 per month. (To be discussed with client before appointment).
- (6) Provision should also include the appointment of a Safety Rep for the duration of the project. (To be discussed with client before appointment).

SIGNED ON BEHALF OF THE TENDERER:

B: EMPLOYMENT OF AFFIRMATIVE BUSINESS ENTERPRISE (ABE)

Target values of work to be executed by and goods & services to be procured from ABEs shall be **10%**.

Schedule Item No	Name of ABE	Item Description/ Goods & Services to be provided	Value	
			Rands (Excl VAT)	% of Tender Sum (Excl VAT)
TOTAL				

Notes to tenderer:

- 1. Regardless whether the tenderer fits the classification of an SMME/PDI, as defined in Section 3.3 of this specification, the tenderer nevertheless retains the obligation to commit to the target values prescribed**
- 2. Tenderers shall insert “unknown” if an SMME/PDI has not been selected prior to tender closing date.**
- 3. The penalty will be applied for non-compliance during the contract or for fraudulent disclosure**

SIGNED ON BEHALF ON THE TENDERER

**B.1 EMPLOYMENT OF AFFIRMATIVE BUSINESS ENTERPRISE DECLARATION
AFFIDAVIT (ABE).**

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

SIGNED ON BEHALF OF THE TENDERER:

1. GENERIC TRAINING

Name of Training Institution:

Name of Programme:

Trainer's Name	Qualification	Subject

Notes to tenderer:

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

SIGNED ON BEHALF OF THE TENDERER

2. ENGINEERING SKILLS TRAINING

Name of Training Institution:

.....

Name of Programme:

.....

Trainer's Name	Qualification	Subject

Notes to tenderer:

1. Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.
2. Provision should also include on-job student / (in-service) training for the duration of the project, with a monthly stipend up to R 4, 500.00 per month. (To be discussed with client before appointment).

SIGNED ON BEHALF OF THE TENDERER

POLOKWANE MUNICIPALITY

T2.1 List of Returnable Documents

The bidder must complete the following returnable documents:

1. Returnable Schedules required only for tender evaluation purposes

- A. Certificate of Authority of Signatory
- B. Certificate of Registration with the Construction Industry Development Board
- C. Certificate of authority for joint ventures (where applicable)
- D. Compulsory Enterprise Questionnaire
- E. Record of Addenda to Tender Documents
- F. Proposed Amendments and Qualifications
- G. Form of Intent to Provide a Demand Guarantee
- H. Schedule of Subcontractors
- I. Schedule of Available Infrastructure, Resources and Experience
- J. Financial Information of the Bidder
- K. Certificate for Municipal Services and Payments: Annexure B
- L. Authorisation for deduction of outstanding amounts owed to Municipality: Annexure C
- M. Declaration of Bidder's Past Supply Chain Management Practices: MBD 8
- N. Declaration of interest: MBD 4
- O. Declaration for procurement above R10 Million: MBD 5
- P. Declaration certificate for local production and content: MBD 6.2
- Q. National industrial participation programme: SBD 5
- R. Certificate of the Independent Bid Determination: MBD 9
- S. Compliance with OHSA (Act 85 of 1993)
- T. B-BBEE Verification Certificate
- U. Original Bank rating letter not older than 30 days and related to the project.
- V. Proof of an accredited person, registered and certified as an installation electrician MUST be attached.

2. Other documents required only for bid evaluation purposes

- Compensation Fund Registration Certificate
- Curricula Vitae of Personnel
- Rates of Labour and Materials (Day work Rates)
- A valid CSD number to be provided.
- Schedule of Labour Content
- Employment of ABE'S
- ABE Declaration Affidavit
- Generic Training
- Complete MBD 5 where the bid amount inclusive of VAT exceeds R 10 million
- Complete and signed Declaration of Interest (MBD 4)

3. Other documents that will be incorporated into the contract

- 3.1 The offer portion of the C1.1 Offer and Acceptance

3.2 C1.2 Contract Data (Part 2)

3.3 C2.2 Bills of Quantity

T2.2 RETURNABLE SCHEDULES

Certificate of Authority of Signatory

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

A	Company	
---	---------	--

B	Partnership	
---	-------------	--

C	Joint Venture	
---	---------------	--

D	Sole Proprietor	
---	-----------------	--

E	Close Corporation	
---	-------------------	--

A. Certificate for company

I,, chairperson of the board of directors of
....., hereby confirm that by resolution of the board
(copy
attached) taken on 20....., Mr./Ms.
.....,

acting in the capacity of, was authorized to sign
all documents in connection with this tender and any contract resulting from it on behalf of
the company.

As witnesses:

1.
Chairman

.....
Print Name Print Name

2.
Date

.....
Print Name

B. Certificate of partnership

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

in, hereby authorize Mr./Ms., acting

with the capacity of, to sign all documents in connection

the tender for Contract, and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Ms, authorized signatory of the firm

....., acting in the capacity of lead partner, to sign all documents in

connection with the tender offer for Contract and any contract resulting from it on our behalf.

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

Name of Firm	Address	Authorizing	
		Signature	Name
Lead Partner			

D. Certificate for sole proprietor

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

As witnesses: -

1.
.....
Signature: Sole Owner
.....
Print Name **Print Name**
2.
.....
Date
.....
Print Name

E. Certificate for Close Corporation

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

..... hereby authorize Mr/Ms, acting
in

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

Name	Address	Signature	Date

Note: This Certificate is to be completed and signed by each and all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

Certificate of Registration with the Construction Industry Development Board

1. General

The Register of Contractors is established by the Construction Industry Development Board in terms of the CIDB Act 38 of 2000 and Construction Industry Development Regulations as published in Government Gazette number 26427 of 2004.

The Act makes it mandatory for public sector clients to apply this register when considering tenders. Any enterprise that submits a tender or enters into contract for construction works with the public sector, must be registered.

Once-off joint ventures do not have to register, provided that each partner of the joint venture is separately registered.

2. Status

Bidders shall fill in the following sections of this form, depending on their status:

2.1 Section A

Bidders who have accomplished registration and can provide proof of their grading designation.

2.2 Section B

Bidders who are in the process of registration of an update to an existing registration or a renewal.

2.3 Section C

Bidders who have submitted the first application.

2.4 Section D

Bidders submitting this Tender offer in Joint Venture and can provide proof that each partner of the Joint Venture is separately registered.

Note: Only complete one of Sections A, B, C or D.

SECTION A									
I,		Acting			in		capacity		of
.....									
was authorized to sign all documents in connection with this tender an any contract resulting from it on									
behalf		of		the		following		entity:	
.....									
hereby declare that the above mentioned entity has achieved registration with the Construction Industry Development Board on date and declare that the grading									
designation is reflected in the following symbols on the registration certificate.									
			Contract Value						
			Type of Work						
.....									
Signature of Bidder						Signature of Witness			
.....									
Print Name						Print Name			

SECTION B

I, acting in capacity of
was authorised to sign all documents in connection with this tender and any contract resulting from it on

behalf of the following entity:
hereby declare that the above mentioned entity has achieved registration with the Construction Industry Development Board on date, furthermore declare that the existing grading designation is:

Contract Value	
----------------	--

Type of Work		
--------------	--	--

and the following update has been applied for:

Amendment of category status	
Change of Particulars	
Annual confirmation of Particulars	
Renewal of Registration	

mark with "❄"

.....
Signature of Tenderer

.....
Signature of Witness

.....
Print Name

.....
Print Name

SECTION C

I, acting in capacity of
was authorised to sign all documents in connection with this tender and any contract resulting from
it on

behalf of the following entity:
hereby declare that the above mentioned entity has submitted its FIRST APPLICATION FOR
REGISTRATION with the Construction Industry Development board on date

I furthermore accept that failure to achieve registration with the Construction Industry Development
Board in a category stipulated in the Tender Data within 10 days from the date of closing this tender,
implies a non-responsive tender and warrants rejection of the Tender on account of non-compliance
with the requirements of the Tender Data.

.....
Signature of Tenderer

.....
Signature of Witness

.....
Print Name

.....
Print Name

SECTION D

I, acting in capacity of the LEAD PARTNER in the Joint Venture

.....
was authorised to sign all documents in connection with this tender and any contract resulting from it, hereby declare that each partner of the Joint Venture is separately registered with the Construction Industry Development Board and declare that the grading designation is reflected in the following **symbols** on the registration certificates:

Name of Lead Partner:		
Contract Value		
Type of Work		

Name of 2 nd Partner:		
Contract Value		
Type of Work		

Name of 3 rd Partner:		
Contract Value		
Type of Work		

.....
Signature of Tenderer

.....
Signature of Witness

.....
Print Name

.....
Print Name

Certificate of Authority for Joint Ventures (Where applicable)

Employer:

Contract Number:

NOTE 1 This form need only be completed in the event of a Joint Venture submitting this tender.

NOTE 2 Fill in all the information requested in the spaces provided. Attach additional sheets if required.

NOTE 3 Provide a copy of the Joint Venture agreement. Demonstrate that the partners to the Joint Venture share in the ownership, control, management responsibilities, risks and profits of the Joint Venture. The Joint Venture agreement shall include specific details relating to:

- a) the contributions of capital and equipment;
- b) portions of the Contract to be performed by the partner's own resources; and
- c) portions of the Contract to be performed under the supervision of each partner.

NOTE 4 Provide copies of all written agreements between partners concerning the Joint Venture, including those that relate to ownership options and to restrictions/limits regarding ownership and control.

1. Joint Venture Particulars

Name

Postal Address

Physical Address

.....

Telephone

Fax

Name of authorized representative

2. Identity of Partner No. 1

Name

Postal Address

Physical Address

.....

Telephone

Contact Person

3. Identity of Partner No. 2

Name

.....

Postal

Address

.....

Physical Address

.....

.....

Telephone

.....

Fax

.....

Contact

Person

4. Identity of Partner No. 3

Name

.....

Postal

Address

.....

Physical Address

.....

.....

Telephone

.....

Fax

.....

Contact

Person

5. Description of the role of the partners in the joint venture

Partner

No.

1:

.....

.....

Partner

No.

2:

.....

.....

Partner	No.	3:
---------	-----	----

.....

6. Ownership of the joint venture

(i) Ownership percentage(s)

Partner No. 1	.....	%
Partner No. 2	.....	%
Partner No. 3	.....	%

(ii) Partner percentage in respect of:

a) Profit and loss sharing:

Partner No. 1	%
Partner No. 2	%
Partner No. 3	%

b) Initial capital contribution

Partner No. 1	R.....
Partner No. 2	R.....
Partner No. 3	R.....

(iii) Anticipated ongoing capital contributions:

Partner No. 1	R.....
Partner No. 2	R.....
Partner No. 3	R.....

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

Partner No. 1	
---------------	-------

.....

Partner No. 2	
---------------	-------

.....

Partner No. 3	
---------------	-------

.....

7. Recent contracts performed by partners in their own right or as partners in other joint ventures

a) Partner No. 1

(i)

.....

(ii)

.....

(iii)

.....

(iv)

.....

(v)

.....

b) Partner No. 2

(i)

.....

(ii)

(iii)

.....

(iv)

.....

(v)

.....

c) Partner No. 3

(i)

.....

(ii)

.....

(iii)

.....

(iv)

.....

(v)

.....

8. Control and participation in the joint venture

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

a) Joint Venture cheque signing

.....

.....

.....

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

.....

.....

.....

c) Signing, co-signing or collateralizing of loans

.....

.....

.....

d) Acquisition of lines of credit

.....

.....

.....

e) Acquisition of demand bonds

.....

.....

.....

f) Negotiating and signing of labour agreements

.....

.....

.....

9. Management of the performance of the Contract

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

a) Supervision of field operations

.....

.....

b) Major purchasing

.....

c) Estimating

.....

d) Technical management
.....

.....

10. Management and control of the joint venture

a) Identify the managing partner

.....

.....

.....

b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors or other parties participating in the performance of the contemplated works:

Partner No. 1:

.....

Partner No. 2:

.....

Partner No. 3:

.....

- c) Describe the management structure for the joint venture's work under this Contract

Management Function/Designation	Name	Partner

11. Personnel

- a) State the approximate number of operative personnel (by trade/function/discipline) needed to execute the Joint Venture contract.

Trade/function/discipline	Number

- b) State the number of operative personnel to be employed on the Contract who are currently in the employ of partners:

.....

- c) State the number of operative personnel who are not currently in the employ of the respective partners and shall be engaged on the project by the Joint Venture:

.....

- d) State the name of the individual who shall be responsible for hiring Joint Venture employees:

.....

- e) State the name of the partner who shall be responsible for the preparation of Joint Venture payrolls:

.....

.....

12. Services

List the firms who provide the following services:

Service	Name	Contact Person	Telephone No.
Accounting			
Auditing			
Banking			
Insurance			
Legal			

13. Control and structure of the Joint Venture

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

.....
.....

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

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

Duly authorized to sign on behalf of:

..... (the **Joint Venture**)

Signature: Print Name:

Name:

Address:

Telephone:

Date:

Duly authorized to sign on behalf of:
..... (Partner
No. 1)

Signature: Print Name:

Name:

Address:

.....

Telephone:

Date:

Duly authorized to sign on behalf of:
..... (Partner
No. 2)

Signature: Print Name:

Name:

Address:

.....

Telephone:

Date:

Duly authorized to sign on behalf of:
..... (Partner No. 3)

Signature: Print Name:

Name:

Address:

.....

Telephone:

Date:

Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

☐ a member of any municipal council ☐ a member of any provincial legislature ☐ a member of the National Assembly or the National Council of Province ☐ a member of the board of directors of any municipal entity ☐ an official of any municipality or municipal entity	☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) ☐ a member of an accounting authority of any national or provincial public entity ☐ an employee of Parliament or a provincial legislature
--	---

If any of the above boxes are marked, disclose the following:

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

*insert separate page if necessary

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

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

☐ a member of any municipal council ☐ a member of any provincial legislature ☐ a member of the National Assembly or the National Council of Province ☐ a member of the board of directors of any municipal entity ☐ an official of any municipality or municipal entity	☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) ☐ a member of an accounting authority of any national or provincial public entity ☐ an employee of Parliament or a provincial legislature
--	---

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

*insert separate page if necessary

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

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

Signed		Date	
Name		Position	
Enterprise name			

Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Bidder			

Form of Intent to Provide a Demand Guarantee

If my/our tender is accepted, I/we will, when required and within the time stipulated, provide a guarantee of

(*) Insurance Company (name)

(of address)
.....

(*) Commercial Bank (Name)

(Branch)

(of address)
.....

to be approved by you, the Employer, for the amount stipulated.

(*) : delete whichever is not applicable.

I/we understand that failure to produce an acceptable Demand Guarantee within the stipulated period is a fundamental breach of Contract, entitling the Employer to:

- (i) withhold all payments which may be due to the Contractor pending compliance with the stipulated requirements to produce an acceptable Demand Guarantee.
- (ii) instruct the Contractor to cease all work pending provision of the Demand Guarantee, and
- (iii) cancel the Contract.

Signed	.....	Date	.....
Print Name	.....	Position	.....
Tenderer	..... ....		

Schedule of Proposed Subcontractors

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

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

We confirm that all Subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			

Signed		Date	
Name		Position	
Tenderer			

Schedule of Available Infrastructure, Resources and Experience

1. Bidder's List of Third Party Design Engineers

In the event that the Bidder desires to design all or part of the Works or submit any alternative, he/she shall list here-following, the Design Engineers, accomplished in the specific field of practice, which he/she proposes to employ for the purpose of third party certification of all works designed by the Bidder for the Works.

- Notes: (i) All costs of third party designs shall be borne solely by the Bidder.
(ii) This Schedule must be accurately completed. Phrases such as "to be advised" will not be accepted.

Section of Works	Name and Address of Registered Engineer				ECSA Registration No.

2. Bidder's Personnel Profile

Key Staff Permanently employed, of foreman level and above	Number of staff
Sub-Total	
Other Permanent Staff	Number of staff
Sub-Total	
Temporary Staff	Number of staff
Sub-Total	
Total	

3. **List the Firms who provide the following services:**

Service	Name	Contact Person	Telephone
Accounting			
Auditing			
Insurance			
Legal			

4. **Identify any amounts of money loaned to your enterprise, indicating the loan source, date and amount**

Loan Source	Address	Date of Loan	Loan Amount

5. **List a maximum of five contract which your enterprise is engaged in and has not yet completed**

Contract Description	Location	Client	Contract Amount	Expected Completion (month & year)

6. **List the four largest assignments completed by your enterprise in the last three years**

Nature of Work Performed	Client	Consultant Contact Person	Telephone No.	Contract Amount

7. **Address of workshop facilities from where maintenance of works will be undertaken**

.....

.....

8. **Address of Branch Offices in the RSA**

.....
.....

9. **Address of Nearest Representative to Polokwane**

.....
.....

10. **Has work previously been performed for the Employer?**

YES/NO*

-

Specify

.....
.....

11. **Tenderer's Financial Ability to execute and complete the Works**

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

NOTES APPLICABLE:

- (i) Value added tax to be included in all amounts.
- (ii) Assume for the purpose of this estimate, payment of certificates within 30 days after receipt by the Employer.
- (iii) In calculation of the last column,

j	=	d	m	=	l + g
k	=	j + e	n	=	m + h
l	=	k + f	etc.		
- (iv) Failure to detail the required information shall automatically signify that the Bidder lacks the infrastructure and resources necessary to execute and complete the Works.

Month No. in Contract Period	Estimated amount in Rands (VAT included)			
	a Received	b Payments made	a-b Net cash flow	Cumulative cash flow
1	-		D	j
2			E	k
3			F	l
4			G	m
5			H	n
6			etc.	etc.
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
Maximum negative cash flow. Take the largest negative number in the last column and write in here → → → → →				

Signed	.....	Date	.....
Print Name	.....	Position	.....
Tenderer	.....		

Financial Information of Bidder

This information sheet has to be filled in by the financier of the Bidder, duly signed and stamped on behalf of the financial institution he represents.

Bidder Details

Tender Description :

Contract Period :

Name of Bidder :

Bank Account Number :

Tendered Amount :

Demand Guarantee will be provided by this Bank: YES ☐ NO ☐

If yes, state amount of Demand Guarantee: R

Financial Institution

Name of Commercial Bank :

Branch :

Name of Bank Manager :

Telephone Number :

I / We acting on behalf of the above Commercial Bank confirm that

..... (Bidder)

has operated an account with us for the last years.

We have been requested to provide a bank rating based in relation to the financial capability of the Tenderer, taking into account directives set out in the following two tables.

Financial Capability	
Maximum value of contract that the Bidder is considered capable of	Value on which Bank Rating must be used
up to R300 000	R24 000
R1 000 000	R78 000
R3 000 000	R240 000
R5 000 000	R480 000
R10 000 000	R900 000
R30 000 000	R2 400 000
R100 000 000	R7 800 000

The value on which our Bank Rating of the Bidder is based is R.....

(In words
only)

The Bank Rating is code:

ANNEXURE: B

Certificate for Municipal Services and Payments

TO: MUNICIPAL MANAGER, POLOKWANE MUNICIPALITY

FROM: _____ (Name of Bidder)

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

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

NB: Please attach certified copy of ID document(s)

Signatory

Date

Witnesses

1. _____
Full Names

Signature

Date

2. _____
Full Names

Signature

Date

ANNEXURE: C

Authorization for Deduction of Outstanding Amounts Owed to Council

TO: MUNICIPAL MANAGER, POLOKWANE MUNICIPALITY

FROM: _____ (Name of the Bidder or Consortium)

I, _____ the undersigned, hereby authorize the Polokwane Municipality to deduct the full amount outstanding by the business organization/Director/Shareholder/Partner, etc. from any payment due by us/me.

Signed at _____ Date _____ Month _____ 20 _____

Print Name: _____

Signature: _____

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

Signatory

Date

Witnesses

1. _____	_____	_____
Full Names	Signature	Date

2. _____	_____	_____
Full Names	Signature	Date

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 to combat the abuse of the supply chain management system.
3. **The of any bidder may be rejected if the bidder, or any of its directors have:**
 - a) Abused the Municipality'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 or failed to comply with any government, municipal or 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 Corruption 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 as a company or person 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 National Treasury after the audi alteram partem rule was applied).		
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 Corruption Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012 326 5445).		
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?		
4.3.1	If so, furnish particulars:		
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 any other municipality/municipal entity, that is in arrears for more than three months?		
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?		
4.5.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME) _____
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE
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

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
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 authorized 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, shareholder):

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:

.....

¹MSCM 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.

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

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

3.9.1 If yes, furnish particulars:

.....

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

3.10.1 If yes, furnish particulars:

.....

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

3.11.1 If yes, furnish particulars:

.....

3.12 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 director’s 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.

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
 - (a) Any single contract with imported content exceeding US\$10 million. or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2-year period which in total exceeds US\$10 million. or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million. or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers

A period of seven years has been identified as the time frame within which to discharge the obligation

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3. BID SUBMISSIONS AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the **DTI with the following information:**

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESSES TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;
- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

- 4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution

Bid number Closing date:.....

Name of bidder.....

Postal address

.....

Signature..... Name (in print).....

Date.....

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

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

- 1 Are you by law required to prepare annual financial statements for auditing?
 - 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

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

- 2.2 If yes, provide particulars.

* Delete if not applicable

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

YES / NO

- 3.1 If yes, furnish particulars

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

YES / NO

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS
CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- The bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and this declaration certificate is not submitted as part of the bid documentation.

Definitions

- 1.8. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 1.9. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 1.10. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.11. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 1.12. **“Duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 1.13. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 1.14. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 1.15. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 1.16. **“Sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
2. **The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the services, works or goods offered have any imported content?

YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER
LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF
EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY
(CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

IN RESPECT OF BID No.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),

do hereby declare, in my capacity as

.....

of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

- (d) I accept that the Procurement Authority / Municipality / Municipal Entity have the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ 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).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the 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:

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

² 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 Municipality / Municipal Entity)

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 consortium³ 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.

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

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

Js9141w 4

Compliance with OHSA (Act 85 of 1993)

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

1. Is the Contractor familiar with the OHSA (ACT 85 of 1993) and its Regulations?		YES	/	NO
2. Who will prepare the Contractor's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).				
3. Does the Contractor have a health and safety policy? (If yes, provide a copy). How is this policy communicated to all employees?		YES	/	NO
4. Does the Contractor keep records of safety aspects of each construction site? If yes, what records are kept?		YES	/	NO
5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings?		YES	/	NO
6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? If yes, please explain his duties and provide a copy of his CV.		YES	/	NO
7. Does the Contractor have trained first aid employees? If yes, indicate, who.		YES	/	NO
8. Does the Contractor have a safety induction-training programme in place? (If yes, provide a copy)		YES	/	NO

Signature of Bidder:

Date:

Day work Schedule

This Day work Schedule shall be used for the valuation of any additional or substituted work which cannot conveniently be valued at the rates and prices submitted in the schedule of quantities.

In respect of labour and materials used in the additional or substituted work not covered in the Day work Schedule the Contractor shall be paid the actual cost plus the percentage allowance stated in the schedule of quantities.

The Tenderer shall quote hereunder rates which shall apply for payment purposes if the Engineer orders additional or substituted work to be carried out on a day work basis and shall therefore be in accordance with the requirements of clause 37(2) of the General Conditions of Contract.

1. LABOUR AND MATERIALS

Rates and prices entered in the schedule shall be held to allow for net cost of labour and materials delivered to site respectively with the percentage allowances stated in the schedule of quantities.

2. PLANT AND EQUIPMENT

The Tenderers shall list all major items of plant and equipment to be used on the works and which may be required for use on day works. The proposed hire rates of these items shall be entered against each type of machine, such rates to include for all relevant costs of plant hire inclusive of fuels and lubricants but exclusive of labour charges for the operators, which will be paid for under sub-clause (1) above.

The rates for plant items not listed in the schedule will be the ruling plant hire rates, inclusive of fuels and lubricants but exclusive of labour charges for the operators, inclusive of a 7,5% handling charge. It is therefore in the Tenderers interest to ensure that the list is complete.

Should there be insufficient space on the pages provided; the Bidder shall add further pages as required.

THE RATES FOR THE PLANT AND EQUIPMENT MENTIONED IN THE SCHEDULE SHALL BE FILLED IN FOR THE ITEMS REQUESTED. SHOULD AN ITEM BE OMITTED IT SHALL BE DEEMED TO HAVE BEEN INCLUDED IN THE OTHER DAYWORKS RATES.

A. LABOUR

DESIGNATION		RATE	
		R	C
Artisans	per hour		
Artisan Aid	per hour		
Plant Operators	per hour		
Truck Drivers	per hour		
Labour - unskilled	per hour		
- semi-skilled	per hour		
- skilled	per hour		

MATERIALS

DESIGNATION		RATE	
		R	C

B. TRANSPORT

DESIGNATION		RATE	
		R	C
LDV / kilometer			
8-ton Truck / kilometer			
30 Ton Excavator			
TLB			

C. PLANT AND EQUIPMENT

ITEM	DESCRIPTION	NON WORKING RATE*		OPERATING RATE		PER UNIT
		R	c	R	C	
	30 Ton Excavator					
	TLB					
	LDV					
	8-ton Truck					
	10-ton Truck					
	15-ton Truck					
	Wacker					
	Walk Behind Roller					
	Crane					
	lowbed					

*Only applicable on authority of the Engineer

POLOKWANE MUNICIPALITY

BID NUMBER: PM53/2022

BID DESCRIPTION: THE APPOINTMENT PANEL OF CONTRACTORS (40) FOR ROADS & BUILDING INFRASTRUCTURE IN POLOKWANE LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS - CIDB CIDB 5CE OR HIGHER AND 5GB OR HIGHER

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.2: CONTRACT DATA

C1.3: FORM FOR PERFORMANCE GUARANTEE

C1.4: FORM FOR RETENTION MONEY GUARANTEE

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

C1.6: FORM FOR ADJUDICATORS AGREEMENT

POLOKWANE MUNICIPALITY

BID NUMBER: PM 53/2022

BID DESCRIPTION: THE APPOINTMENT PANEL OF CONTRACTORS (40) FOR ROADS & BUILDING INFRASTRUCTURE IN POLOKWANE LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS - CIDB CIDB 5CE OR HIGHER AND 5GB OR HIGHER

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of construction works viz.:

Project Description: THE APPOINTMENT PANEL OF CONTRACTORS (40) FOR ROADS & BUILDING INFRASTRUCTURE IN POLOKWANE LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS - CIDB CIDB 5CE OR HIGHER AND 5GB OR HIGHER

Contract Number: PM 53/2022

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

By the representative of the Bidder, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Bidder 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..... (amount 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 Bidder before the end of the period of validity stated in the Tender Data, whereupon the Bidder becomes the party named as the Contractor in terms of the Conditions of Contract identified in the Contract Data.

Signature(s)
.....

Print Name(s)
.....

Capacity

.....

For the Tenderer

.....

.....
(Name and address of Tenderer Organization)

Signature of witness Date:

.....

Print Name

Important Note

This page to be duly completed by the Bidder before submitting the Tender.

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer accepts the Bidder'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 Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

Part 1 : Agreements and Contract Data (which include this Agreement)

Part 2 : Pricing Data

Part 3 : Scope of Work

Part 4 : Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto, as listed in the Tender Schedules, as well as any changes to the terms of the Offer agreed by the Bidder 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 shall be signed by the authorized representative(s) of both parties.

The Bidder shall, within 7 days of 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 guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of the 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 Bidder receives one fully completed copy of this original document, including the Schedule of Deviations (if any). Such date should be confirmed in a manner that c and b read, copied and recorded and shall be accepted by the contracting parties as the Commencement Date. This agreement shall constitute a binding contract between the parties.

Signature(s)

Print Name(s)

Capacity

For the Tenderer

.....
(Name and address of Employer Organization)

Signature of witness Date:

Print Name

SCHEDULE OF DEVIATIONS

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

A bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be 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 Contract Document.

3.1 Subject

.....

Details

.....

3.2 Subject

.....

Details

.....

3.3 Subject

.....

Details

.....

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Contractor agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Contractor and the Employer in concluding this process of offer and acceptance; in witness thereof the parties hereto have caused this agreement to be executed.

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

Signed by:

Signed by:

Print Name:

Print Name:

Address:

Address:

the
for and on behalf of the **Employer** in the
presence of

For and on behalf of the **Contractor** in
presence of

Witness:

Print Name:

Date:

Witness:

Print Name:

Date:

POLOKWANE MUNICIPALITY

BID NUMBER: PM 53/2022

BID DESCRIPTION: THE APPOINTMENT PANEL OF CONTRACTORS (40) FOR CONSTRUCTION OF ROADS & BUILDING INFRASTRUCTURE IN POLOKWANE LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS - CIDB 5CE OR HIGHER AND 5GB OR HIGHER

C.1.2

Contract Data

CONTENTS

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C.1.2.1.2 Contract-specific Data

C.1.2.1.2.1 Compulsory Data

C.1.2.1.2.2 Variations to the General Conditions of Contract

C.1.2.1.2.3 Additional clauses to the General Conditions of Contract

C.1.2.1 Part 1: Data provided by the Employer

C.1.2.1.1 Conditions of Contract

The Conditions of Contract are:

- the “General Conditions of Contract” as they appear in the commercially-available publication “General Conditions of Contract for Construction Works, Third Edition, 2015”, hereinafter referred to as “GCC 2015”;
- specific data as contained in this Contract Data.

Each party to the Contract shall purchase its own copy of the GCC 2015 that applies to this Contract, available from its publisher:

South African Institution of Civil Engineering
Private Bag X200
Halfway House
1685
South Africa

Tel +27 (0)11 805 5947

The following Notes apply:

Note 1

The GCC 2015 makes several references to the Contract Data.

Each item of data below is cross-referenced to the clause in the Conditions of Contract to which it applies. Notwithstanding anything specified to the contrary, the Contract Data shall take precedence in the interpretation of any ambiguity or inconsistency between it and the GCC 2015

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following order of precedence:

- (a) the Form of Offer and Acceptance.
- (b) amendments to the General Conditions of Contract within the Contract Data.
- (c) additional conditions to the General Conditions of Contract within the Contract Data.
- (d) corrigenda to the General Conditions of Contract.
- (e) the General Conditions of Contract.
- (f) the Specifications, Drawings, Schedules and other documents forming part of the Contract (in that order) contained in the Scope of Work and the Site Information.

If any ambiguity or discrepancy is found in the documents, the Engineer needs to be contacted to issue any necessary clarification or instruction.

Note 2

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

C.1.2.1.2 Contract-specific Data

The following contract-specific data, referring to the General Conditions of Contract, are applicable to this Contract:

C.1.2.1.2.1 Compulsory Data

Clause	Data
1.1.1.13	The Defects Liability Period is 12 months
1.1.1.14	The time for achieving Practical Completion is PER PROJECT SCOPE
1.1.1.15	The name of the Employer is Polokwane Municipality
1.1.1.26	The Pricing Strategy of a Re-measurement Contract shall apply
1.2.1.2	The address of the Employer is: Physical address: Civic Centre Landdros Mare Street Polokwane City Postal address: PO Box 111 Polokwane 0700 e-mail address: mapula@polokwane.gov.za Contact numbers: Corporate: 015 023 5335
1.1.1.16	The name of the Employer's Agent is: TO BE CONFIRMED WITH APPOINTMENT

Clause	Data																																																								
1.2.1.2	The address of the Employer’s Agent is: Physical address: _____ _____ _____ Postal Address: _____ _____ _____ _____ E-mail: _____ Contact numbers: Corporate: _____ Mobile: _____ Fax: _____																																																								
3.1.3	The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following table: <table><tr><th>GCC Clause No</th><th>Description</th><th>Requires EWA*</th><th>Delegated to ER*</th></tr><tr><td>3.2.1</td><td>Employer’s Agent Representative's appointment and termination</td><td>Y</td><td></td></tr><tr><td>3.2.4</td><td>Employer’s Agent Representative acting on Employer’s Agent behalf</td><td>Y</td><td></td></tr><tr><td>4.5.4</td><td>Payment for notices and fees</td><td>Y</td><td></td></tr><tr><td>4.7.1</td><td>Fossils, etc. on Site</td><td>Y</td><td></td></tr><tr><td>5.7.2</td><td>Work at night</td><td>Y</td><td></td></tr><tr><td>5.7.3</td><td>Acceleration of rate of progress</td><td>Y</td><td></td></tr><tr><td>5.7.3</td><td>Payment for acceleration</td><td>Y</td><td></td></tr><tr><td>5.9.1</td><td>Instructions and drawings on Commencement Date</td><td></td><td>Y</td></tr><tr><td>5.11.1</td><td>Suspension of the Works</td><td></td><td>Y</td></tr><tr><td>5.11.3</td><td>Proceeding with Works after suspension</td><td>Y</td><td></td></tr><tr><td>5.12.4</td><td>Acceleration instead of extension of time</td><td>Y</td><td></td></tr><tr><td>5.13.2</td><td>Reduction of penalty</td><td></td><td>Y</td></tr><tr><td>6.3.1</td><td>Variation orders</td><td>Y</td><td></td></tr></table>	GCC Clause No	Description	Requires EWA*	Delegated to ER*	3.2.1	Employer’s Agent Representative's appointment and termination	Y		3.2.4	Employer’s Agent Representative acting on Employer’s Agent behalf	Y		4.5.4	Payment for notices and fees	Y		4.7.1	Fossils, etc. on Site	Y		5.7.2	Work at night	Y		5.7.3	Acceleration of rate of progress	Y		5.7.3	Payment for acceleration	Y		5.9.1	Instructions and drawings on Commencement Date		Y	5.11.1	Suspension of the Works		Y	5.11.3	Proceeding with Works after suspension	Y		5.12.4	Acceleration instead of extension of time	Y		5.13.2	Reduction of penalty		Y	6.3.1	Variation orders	Y	
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Clause	Data			
	GCC Clause No	Description	Requires EWA*	Delegated to ER*
	6.3.2.1	Confirmation of a Variation Order	Y	
	6.4.1.4	Day-works as a Variation Order	Y	
	6.5.2	Materials for day-works	Y	
	6.8.4	Costs due to changes in legislation	Y	
	6.11.1	Variations exceeding 20%		Y
	8.2.2.2	Damage due to excepted risks		Y
	10.1.5	Consultation on Contractor's claim	Y	Y
	10.1.5	Ruling on Contractor's claim	Y	N
	*The following abbreviations apply: ER Employer's Agent Representative EWA Employer's Agent Written Action N No NA Not Applicable Y Yes			
3.1.4	Delete this clause.			
4.9.1	The Contractor shall deliver to the Employer's Agent, on a monthly basis, a detailed inventory of Construction Equipment kept on Site, full particulars given for each day of the month. Distinction shall be made between Owned Equipment and Hired Equipment as well as Equipment in working order and Equipment out of order. Such inventory shall be submitted by the seventh day of the month following the month to be reported.			
4.10.2	The Contractor shall deliver to the Employer's Agent, on a monthly basis, a return in detail of supervisory staff and the number of categorized classes of labour employed each day for the said period by the Contractor for execution of the Contract. Such return shall be submitted by the seventh day of the month following the month to be reported.			

Clause	Data
5.3.1	The documentation required before commencement with carrying Works execution are: • Health and Safety Plan (Refer to Clause 4.3) • A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3). • Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (Refer to Clause 4.3). • Initial Programme of Works (Refer to Clause 5.6). • Security (Refer to Clause 6.2). • Insurance (Refer to Clause 8.6).
5.3.2	The time to submit the documentation required before commencement with Works execution is 14 Days.
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but shall be as set out elsewhere in the Contract.
5.8.1	The non-working Days are Sundays. The special non-working Days are: Statutory public holidays; and All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors (SAFCEC), and which commence after the Commencement Date and which commence before the Due Completion Date.
5.13.1	The penalty for failing to complete the Works is 0,1 percent of contract price per calendar day.
5.16.3	The latent defect period is 10 years, commencing on the Day after the date of certification of Practical Completion.
6.5.1.2.3	The percentage allowance to cover overhead charges is: 50 per cent for labour; and 15 per cent for materials.

Clause	Data								
6.8.2	Contract Price Adjustment: The contract shall be subject to Contract Price Adjustment. The value of the certificates issued shall be adjusted in accordance with <u>consumer price index.</u> $Pa = ((90\% \times Pt) \times (100\%CPI) + (10\%Pt))$ Where <table border="1"> <thead> <tr> <th>Symbol</th><th>Description</th></tr> </thead> <tbody> <tr> <td>Pa</td><td>Contract Rate after adjustment.</td></tr> <tr> <td>Pt</td><td>Contract Rate before adjustment as stipulated in the Tender.</td></tr> <tr> <td>CPI</td><td>Cosnumner Price Index.</td></tr> </tbody> </table> The Province wherein the larger part of the Site is located is Polokwane. The applicable industry for the Producer Price Index for material is Diesel. The area for the Producer Price Index for fuel is Example Fuel index area <u>Prices will be subject to adjustment in accordance with consumer price index.</u> The base month is Months prior the closing date	Symbol	Description	Pa	Contract Rate after adjustment.	Pt	Contract Rate before adjustment as stipulated in the Tender.	CPI	Cosnumner Price Index.
Symbol	Description								
Pa	Contract Rate after adjustment.								
Pt	Contract Rate before adjustment as stipulated in the Tender.								
CPI	Cosnumner Price Index.								
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%. Proof of ownership is required.								
6.10.3	The limit of retention money is 10% of the value of the Contract Price. A Retention Money Guarantee of 50% of the paid retention monies is compulsory at the completion of the project. A penalty will be applied for non-delivery of the Retention Money Guarantee as required. The penalty will be 10% of the value of the completion Retention Money Amount per calendar month for late delivery of the said Retention Money Guarantee.								
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is nil .								
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is a maximum of 5% (five percent) of the Contract Sum.								
8.6.1.3	The limit of indemnity for liability insurance is equal to the contract amount.								
10.5.1	Dispute resolution shall be by standing adjudication, use GCC 2015 Appendix 5.								
10.7.1	The determination of disputes shall be by arbitration.								

C.1.2.1.2.2 Variations to the General Conditions of Contract

Clause	Data
1.1.1.16	Employer's Agent Add the following after the first paragraph: "Employer's Agent shall have the same meaning and be synonymous with Engineer/engineer throughout the Contract document."
2.5.1	Cession <i>Amend Clause 2.5.1 as follows:</i> <i>Delete the words "without the written consent of the other"</i>
5.3.3	Time to instruct commencement of the Works Add the following to Clause 5.3.3 after the last sentence: "The Contractor shall not commence working until they have an approved project specific health and safety plan in terms of the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 and complied with the initial requirements thereof."
5.14.1	Practical Completion Replace the last sentence of the second paragraph: "Should the Employer's Agent ... on expiry of 14 days." with the following: "Should the Employer's Agent not issue such a list within 14 days, Practical Completion shall be deemed to have been achieved on the said fourteenth day."
5.14.2	Issue of Certificate of Practical Completion Replace "the Employer's Agent" in the second and third lines with the following: ", the Contractor shall notify the Employer's Agent, who shall inspect the Works and the Employer's Agent"
5.14.4	Certificate of Completion Replace "the Employer's Agent" in the third line of the first paragraph with: ", the Contractor shall notify the Employer's Agent, who shall inspect the works and the Employer's Agent"
5.14.5.1	Consequences of Completion <i>Amend Clause 5.14.5.1 as follows:</i> <i>In the second line, substitute the word 'Guarantor' with 'Contractor'.</i>

Clause	Data
6.2	Security <i>Replace Sub-Clauses 6.2.1 and 6.2.2 with:</i> “The Contractor shall deliver to the Employer within such time as may be stated in the Contract Data, a Demand Guarantee, of an Insurance Company registered in terms of the Short-term Insurance Act (Act 53 of 1998) or of a registered Commercial Bank, in a sum equal to the amount stated in the Contract Data. The Demand Guarantee shall be issued by an entity subject to the approved of the Employer, and shall conform in all respects to the format contained in the Contract Data. The security to be provided by the Contractor shall be a Demand Guarantee of 10% of the Contract Sum. Wherever a joint venture constitutes the contracting party, the Demand Guarantee shall be issued on behalf of the joint venture. Failure to produce an acceptable Demand Guarantee within the period stated in the Contract Data, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 with specific reference to Sub-clause 9.2.2 as amended in the Contract Data.”
6.3.1	Variations <i>Amend Clause 6.3.1, as follows:</i> <i>In the first paragraph, third line, after the words "or for any reason appropriate", add the phrase</i> <i>", including the limiting of contract expenditure so as not to exceed the Employer's budgeted project funding, "</i> <i>Add the following phrase to the last paragraph of Clause 6.3.1.6, after the words "ascertaining the amount of the Contract Price":</i> <i>", and no such variation shall give reason for consideration of any claim in terms of Clause 6.11."</i>
6.3.2	Orders for Variations to be in writing Omit the words “Provided that” under Clause 6.3.2 and omit Clause 6.3.2.1.
6.9.2	Definition of “materials” <i>Amend Clause 6.9.2, as follows:</i> <i>Substitute the word ‘plant’ with ‘Plant’.</i>
6.10.4	Delivery, dissatisfaction with and payment of payment certificate Replace “28 days” in the seventh line with “35 days”.

Clause	Data
6.10.5	Payment of retention money <i>Amend Clause 6.10.5 as follows:</i> <i>In the second line, add the words ‘, if any,’ after the words ‘Defects Liability Period’</i>
6.10.6	Set-off and delayed payments <i>Amend Clause 6.10.6.2 as follows:</i> <i>Delete the words ‘simple interest’ and substitute with the words ‘interest compounded monthly’.</i> <i>Delete the words ‘Contractor’s Bank’ and substitute with the words ‘Employer’s Bank’</i>
6.11	Variations exceeding 15 per cent <i>Replace the marginal heading with:</i> “Variations exceeding 20 per cent” <i>Replace “15 per cent” with “20 per cent” in the text of this Sub-Clause</i>
7.4.4	Cost of test specimens and tests <i>Amend Clause 7.4.4.2 as follows:</i> <i>In the <u>second</u> line of paragraph two, add the words ‘the requirements of’ before the words ‘the Contract’</i>
8.1.3	Excessive loads and traffic <i>In the third line, add a comma after the word ‘Site’ as follows: ‘...in the vicinity of the Site, from...’.</i>
8.3.1	Excepted risks <i>Amend Clause 8.3.1.10 as follows:</i> <i>In the second line, delete the words ‘Employer or any of their’ and substitute with ‘or any of its’.</i>
8.6.6	Contractor to produce proof of payment

Clause	Data
	"The Contractor shall before commencement of the Works produce to the Employer's Agent: 8.6.6.1 The policies by which the insurances are effected, 8.6.6.2 Proof that due payment of all premiums there under, covering the full required period has been made, and 8.6.6.3 Proof of continuity of the policies for the required period. Should, during the currency of the Contract, the required period of insurance be extended for any reason, the Contractor shall timeously extend (so as to maintain) the said insurances for the full extended duration. The Employer's Agent shall be empowered to withhold all payment certificates until the Contractor has complied with his obligations in terms of this Clause 8.6.6."
8.6.7	Remedy on Contractor's failure to insure <i>Delete sub-clause 8.6.7 and substitute with:</i> "Failure on the part of the Contractor to effect and keep in force any of the insurances referred to in Clause 8.6.1 and its sub-clauses, is a fundamental breach of Contract, entitling the Employer to cancel the Contract by due notice in terms of Clause 9.2 and with specific reference to sub-clause 9.2.2, as amended in the Contract Data."
9.1.2	State of emergency <i>In the <u>fourth</u> line, delete the words 'supply of' and substitute with 'availability of'.</i>
9.2	Termination by Employer <i>Delete the contents of Clause 9.2 and substitute with:</i> "9.2.1 The Employer may terminate the Contract by written notice to the Contractor if: 9.2.1.1 Sequestration of the Contractor's estate is ordered by a Court with due jurisdiction, or 9.2.1.2 The Contractor publishes a notice of surrender or presents a petition for the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or if the Contractor assigns the Contract without having first obtained the Employer's consent in writing, or if execution is levied on his goods, or 9.2.1.3 The Contractor, or anyone on his behalf, or in his employ, offers to any person in the employ of the Employer or the Employer's Agent, a gratuity or reward or commission, or 9.2.1.4 The Contractor furnished materially inaccurate information in his Tender, which had a bearing on the award of the Contract, or 9.2.1.5 The Contractor has abandoned the Contract.

Clause	Data
	9.2.2 If the Contractor: 9.2.2.1 Has failed to commence the Works in terms of Clause 10 hereof, or has suspended the progress of the Works for fourteen (14) days after receiving from the Engineer written notice to proceed, or 9.2.2.2 Has failed to provide the Guarantee in terms of Clause 7 within the time stipulated in the Contract Data, or 9.2.2.3 Has failed to proceed with the Works with due diligence, or 9.2.2.4 Has failed to remove materials from the Site or to pull down and replace work within fourteen (14) days after receiving from the Employer's Agent written notice that the said materials or work have been condemned and rejected by the Employer's Agent in terms of these conditions, or 9.2.2.5 Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract, or 9.2.2.6 Has, to the detriment of good workmanship or in defiance of the Employer's Agent instructions to the contrary, sublet any part of the Contract, or
	9.2.2.7 Has assigned the Contract or any part thereof without the Employer's consent in writing, then the Employer may give the Contractor 14 days' notice to rectify the default, and if the Contractor fails to rectify the default in said 14 days, then, without further notice, notify the Contractor in writing of the termination of the Contract and expel the Contractor and order the Contractor to vacate the site within 24 hours of issue of the Notice of Termination and to hand the Site over to the Employer, and the Employer may then enter upon the Site and the Works without affecting the rights and powers conferred on the Employer or the Employer's Agent by the Contract and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the Construction Equipment, Temporary Works and materials brought onto the Site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said Construction Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the Site and shall not be entitled to remain on the Site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the Contractor be entitled to any further payments in terms of this Contract.

Clause	Data
	9.2.3 If the Contractor, having been given notice to rectify a default in terms of 9.2.2 above, rectifies said default, but later repeats the same or substantially the same default, then the Employer may notify the Contractor of the immediate termination of the Contract, and proceed as stated in the paragraph following the word 'writing' in Clause 9.2.2.7 above.
	9.2.4 Should the amounts that the Employer must pay to complete the Works, exceed the sum that would have been payable to the Contractor on due completion by him, then the Contractor shall upon demand pay to the Employer the difference, and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly. Provided that should the Contractor on demand not pay the amount of such excess to the Employer, such sum may be determined and deducted by the Employer from any sum due to or that may become due to the Contractor under this or any previous or subsequent contract between the Contractor and the Employer."

C.1.2.1.2.3 Additional clauses to the General Conditions of Contract:

Clause	Data
1.1	Definitions <i>Add the following at the end of Sub-Clause 1.1.1:</i> 1.1.1.35 “Client”, as used in the Occupational Health and Safety Act - Construction Regulations, means Employer. 1.1.1.36 “Principal Contractor”, as used in the Occupational Health and Safety Act - Construction Regulations, means Contractor.
4.12	Contractor’s superintendence <i>Add the following sub-clause 4.12.4 to Clause 4.12:</i> “Where a form is included in the Contract Data for this purpose, the Tenderer shall fill in the name of the person he proposes to entrust with the post of Contractor’s Site Agent on this Contract in the space provided therefore. Previous experience of this person on work of a similar nature during the past five (5) years is to be entered on the form. The Contractor’s Site Agent shall be on Site at all times when work is being performed. The person shall be subject to approval of the Employer’s Agent in writing and shall not be replaced or removed from Site without the written approval of the Employer’s Agent.”
5.6	Programme <i>Add the following sub-clause 5.6.6 to Clause 5.6:</i> “Failure on the part of the Contractor to deliver to the Engineer, the • programme of the Works in terms of Clause 5.6.1 and • supporting documents in terms of Clause 5.6.2 Within the period stated in the Contract Data, shall be sufficient cause for the Engineer to retain 25 per centum of the value of the Fixed Charge and Value-related items in assessment of amounts due to the Contractor, until the Contractor has submitted aforementioned first Programme of the Works and Supporting Documents”.

Clause	Data
5.9.7	Employer's Agent to approve Contractor's Designs and Drawings <i>Add the following sub-clause 5.6.6 to Clause 5.6:</i> "All designs, calculations, drawings and operation and maintenance manuals shall be fully endorsed by a third party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor. Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Employer's Agent, the Employer, their agents and assigns, against all claims howsoever arising out of the said design, whether in contract or delict".
5.11	Suspension of the Works <i>Add the following sub-clause 5.11.4 to Clause 5.11:</i> "If the Contractor does not receive from the Employer the amount due under an Interim Payment Certificate within 28 days after expiry of the time stated in sub-clause 6.10.4 within which payment is to be made (except for deductions in accordance with sub-clauses 6.10.1.6 and 6.10.1.7), the Contractor may, after giving 14 days' notice to the Employer, suspend the progress of the Works. The Contractor's action shall not prejudice his entitlements to a claim in terms of Clause 10.1 and to cancellation of the Contract in terms of Clause 9.3. If the Contractor subsequently receives full payment of the amount due under such Interim Payment Certificate before giving a notice of cancellation of the Contract, the Contractor shall resume normal working as soon as is reasonably practicable."
5.12	Extension of Time for Practical Completion <i>Add the following at the end of Sub-Clause 5.12.2.2:</i> "The extension of time to be allowed due to abnormal rainfall shall be calculated separately for each calendar month or part thereof in accordance with the following formula: $V = (Nw - Nn) + \frac{Rw - Rn}{x}$ where

Clause	Data
	V = Extension of time in calendar days for the calendar month under consideration Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded Nn = Average number of days for the calendar month on which a rainfall of 10 mm or more has been recorded, as derived from existing rainfall records Rw = Actual recorded rainfall for the calendar month Rn = Average rainfall for the calendar month, as derived from existing rainfall records x = 20
	The rainfall records which shall provisionally be accepted for calculation purposes are: Based on records taken at: Rainfall Station: Polokwane Years of record: 2006 – 2016

Clause	Data																																																																																																																																																																																																																																										
	Table 1 – RAINFALL RECORDS FOR PERIOD: 2006 – 2016 RAINFALL STATION: Polokwane Lat: 23.8570 Lon: 29.451 Height 1226m Average No of Days with Rainfall exceeding 10mm: 9.8 days/year Average Rainfall: 488.6mm/year station no: 0677802BX <table><tr><td>MO N</td><td>AVE</td><td>ST</td><td>N DAY</td><td>NU M</td><td>1</td><td>5. 1</td><td>10.1</td><td>20.1</td><td>50.1</td><td>100. 1</td><td>MAX R</td><td>MAX RAIN</td></tr><tr><td>MO N</td><td></td><td>DEV</td><td>RAIN</td><td>MO N</td><td>5</td><td>10</td><td>20</td><td>50</td><td>100</td><td>900</td><td>DAY</td><td>DATE</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>MO N</td><td>AVE</td><td>ST</td><td>N DAY</td><td>NU M</td><td>1</td><td>5. 1</td><td>10.1</td><td>20.1</td><td>50.1</td><td>100. 1</td><td>MAX R</td><td>MAX RAIN</td></tr><tr><td>MO N</td><td></td><td>DEV</td><td>RAIN</td><td>MO N</td><td>5</td><td>10</td><td>20</td><td>50</td><td>100</td><td>900</td><td>DAY</td><td>DATE</td></tr><tr><td>JAN</td><td>65.9</td><td>39.3</td><td>65.9</td><td>11</td><td>3.4</td><td>2. 1</td><td>1.3</td><td>0.7</td><td>0</td><td>0</td><td>38</td><td>1/18/2013</td></tr><tr><td>FEB</td><td>47.3</td><td>49.7</td><td>47.3</td><td>11</td><td>1.6</td><td>0. 9</td><td>1.1</td><td>0.6</td><td>0</td><td>0</td><td>49</td><td>2/26/2006</td></tr><tr><td>MA R</td><td>58.4</td><td>33.2</td><td>58.4</td><td>11</td><td>3</td><td>1. 3</td><td>1.1</td><td>0.7</td><td>0.1</td><td>0</td><td>51.5</td><td>3/27/2006</td></tr><tr><td>AP R</td><td>43.3</td><td>46.6</td><td>43.3</td><td>11</td><td>1.5</td><td>1</td><td>0.7</td><td>0.5</td><td>0.1</td><td>0</td><td>68</td><td>4/4/2011</td></tr><tr><td>MA Y</td><td>10.4</td><td>14</td><td>10.4</td><td>11</td><td>0.5</td><td>0. 4</td><td>0.3</td><td>0.1</td><td>0</td><td>0</td><td>29.2</td><td>5/8/2009</td></tr><tr><td>JUN</td><td>1.7</td><td>3.6</td><td>1.7</td><td>11</td><td>0.3</td><td>0</td><td>0.1</td><td>0</td><td>0</td><td>0</td><td>12</td><td>6/10/2009</td></tr><tr><td>JUL</td><td>2.4</td><td>4.3</td><td>2.4</td><td>11</td><td>0.3</td><td>0. 1</td><td>0.1</td><td>0</td><td>0</td><td>0</td><td>12.1</td><td>7/4/2007</td></tr><tr><td>AU G</td><td>2.3</td><td>5.6</td><td>2.3</td><td>11</td><td>0.2</td><td>0</td><td>0.1</td><td>0</td><td>0</td><td>00</td><td>19.2</td><td>8/15/2011</td></tr><tr><td>SE P</td><td>6.6</td><td>8.2</td><td>6.6</td><td>11</td><td>0.4</td><td>0. 4</td><td>0.1</td><td>0.1</td><td>0</td><td>0</td><td>22.5</td><td>9/4/2015</td></tr><tr><td>OC T</td><td>48.1</td><td>29.5</td><td>48.1</td><td>11</td><td>1.5</td><td>0. 7</td><td>1.4</td><td>0.6</td><td>0</td><td>0</td><td>38.2</td><td>10/29/2009</td></tr><tr><td>NO V</td><td>97.7</td><td>40.5</td><td>97.7</td><td>11</td><td>3.1</td><td>2</td><td>1.3</td><td>1.5</td><td>0.2</td><td>0</td><td>65.5</td><td>11/12/2008</td></tr><tr><td>DE C</td><td>104. 6</td><td>56.3</td><td>104.6</td><td>11</td><td>3.8</td><td>1</td><td>1.7</td><td>1.9</td><td>0.1</td><td>0</td><td>55</td><td>12/16/2014</td></tr><tr><td>YR</td><td>488. 6</td><td></td><td>67.9</td><td></td><td>19.5</td><td>9. 8</td><td>9.2</td><td>6.8</td><td>0.5</td><td>0</td><td>488.6</td><td></td></tr></table> The factor (Nw - Nn) shall be considered to represent a fair allowance for days during which rainfall exceeds 10 mm and the factor (Rw - Rn)/x shall be considered to represent a fair allowance for those days when rainfall does not exceed 10 mm but wet conditions prevent or disrupt work. The total extension of time shall be the algebraic sum of all monthly totals for the contract period, but if the algebraic sum is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for a part of a month shall be calculated using pro rata values of Nn and Rn.” For this project the rainfall formula will only apply as background information, or dispute resolution. Extension of time for rainfall will only be granted on Actual Delays experienced; noted and agreed upon by the Employer’s Agent.	MO N	AVE	ST	N DAY	NU M	1	5. 1	10.1	20.1	50.1	100. 1	MAX R	MAX RAIN	MO N		DEV	RAIN	MO N	5	10	20	50	100	900	DAY	DATE														MO N	AVE	ST	N DAY	NU M	1	5. 1	10.1	20.1	50.1	100. 1	MAX R	MAX RAIN	MO N		DEV	RAIN	MO N	5	10	20	50	100	900	DAY	DATE	JAN	65.9	39.3	65.9	11	3.4	2. 1	1.3	0.7	0	0	38	1/18/2013	FEB	47.3	49.7	47.3	11	1.6	0. 9	1.1	0.6	0	0	49	2/26/2006	MA R	58.4	33.2	58.4	11	3	1. 3	1.1	0.7	0.1	0	51.5	3/27/2006	AP R	43.3	46.6	43.3	11	1.5	1	0.7	0.5	0.1	0	68	4/4/2011	MA Y	10.4	14	10.4	11	0.5	0. 4	0.3	0.1	0	0	29.2	5/8/2009	JUN	1.7	3.6	1.7	11	0.3	0	0.1	0	0	0	12	6/10/2009	JUL	2.4	4.3	2.4	11	0.3	0. 1	0.1	0	0	0	12.1	7/4/2007	AU G	2.3	5.6	2.3	11	0.2	0	0.1	0	0	00	19.2	8/15/2011	SE P	6.6	8.2	6.6	11	0.4	0. 4	0.1	0.1	0	0	22.5	9/4/2015	OC T	48.1	29.5	48.1	11	1.5	0. 7	1.4	0.6	0	0	38.2	10/29/2009	NO V	97.7	40.5	97.7	11	3.1	2	1.3	1.5	0.2	0	65.5	11/12/2008	DE C	104. 6	56.3	104.6	11	3.8	1	1.7	1.9	0.1	0	55	12/16/2014	YR	488. 6		67.9		19.5	9. 8	9.2	6.8	0.5	0	488.6	
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6.10	Payments Add the following at the end of Sub-Clause 6.10.1:																																																																																																																																																																																																																																										

Clause	Data
	“The Contractor shall complete the ‘Contractor’s Monthly Report Schedule’, which pro forma documentation is obtainable from the Employer’s Agent. Pursuant to Sub-Clause (1), these, duly signed by all concerned, together with the Contractor’s statement and a VAT invoice in original format are to be submitted to the Employer’s Agent. Issue by the Employer’s Agent to the Employer and Contractor of any signed payment certificate is conditional to this information being fully endorsed, accurately and timeously submitted to the Employer’s Agent”.
	<i>Add the following at the end of Sub-Clause 6.10.1.5:</i> “All documentary evidence of such materials shall be unambiguous with respect to ownership having fully passed to the Contractor on or before the date of submittal of the Contractor’s monthly statement. Should the Contractor fail to supply unambiguous documentary evidence, he shall, prior to submittal of his monthly statement, deliver to the Employer a Guarantor Guarantee in the form contained in the Appendices to the Contract Data.”
9.3	Termination by the Contractor <i>Add the following at the end of Sub-Clause 9.3:</i> 9.3.5 “In addition to, or as an alternative to the rights to termination contained in this Clause 9.3, the Contractor may notify the default to the Employer, with a copy to the Engineer, and if the default is not rectified within 10 days the Contractor may suspend progress of the works until a date 7 days after the default is rectified. The Contractor shall be entitled to extension of time to the extent of delay caused by or resulting from such suspension, and to payment of additional costs caused by or resulting from the suspension. Such extension of time and additional costs shall be promptly ascertained by the Engineer, who shall then grant the extension of time and include the additional costs in all future payment certificates. Such suspension, extension of time and/or payment of additional costs, shall not prejudice the Contractor’s rights to cancel the contract.”
	Payment for labour-intensive component of the works Payment for works identified in the Scope of Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.
	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 timeframe stipulated by the Employer. The contractor’s invoices shall not be paid until all pending labour information has been submitted.

Clause	Data
	Applicable Labour Laws The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.

C.1.2.2 Part 2: Data provided by the Contractor

The General Conditions of Contract, as specified in Part 1, shall be used as a basis for this Data which is required to be completed.

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

Clause	Data
1.1.1.9	The Name of the Contractor is:
1.2.1.2	The address of the Contractor is: Physical address:

Clause	Data
1.2.1.2	Postal address: e-mail address: Contact numbers: Corporate: Direct: Mobile: Fax:

POLOKWANE MUNICIPALITY
(Not to be completed at tender stage)

C1.3 Performance Guarantee

In accordance with clause 6.2.1 of General Conditions of Contract, 3rd Edition 2015

Contract No:

Description of Contract:

.....

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:
(Please put name of Firm)

Physical Address:

.....

Postal Address:

.....

Tel:

Fax:

“Employer” means: **POLOKWANE MUNICIPALITY**

“Contractor” means:
(Please put name of Firm)

“Employer’s Agent” means:
(Please put name of Firm)

“Works” means: Permanent works together with temporary works

“Site” means: The land and other places, made available by the Employer for the purpose of the contract, on under over in or through which the works are to be executed or carried out.

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

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

Amount in words:

“Guarantee sum” means: 10% of the contract sum

“Expiry Date” means: This Guarantee shall expire upon the issue of the **Completion Certificate** issued by Polokwane Municipality signed by the Director of Engineering Services, as such date is advised to the Guarantor in writing confirmed by the Employer.

CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Work as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the 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. 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.
3. The Guarantor hereby acknowledges that:
 - 3.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;
 - 3.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issues by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent and/ or Employer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address and / or postal address with a copy to the Contractor stating that period of seven (7) days has elapsed since the first written demand terms of 4.1 and the sum certificate has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entails the Employer to receive payment in terms of the Contract sum in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address and/ or postal address calling up this Performance Guarantee, such demand stating that:
 - 5.1 The contractor has been termination due to the Contractor's default and this performance Guarantee is called up in terms of 5; or
 - 5.2 A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional /final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the guarantor.
9. Payment by Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from his Performance Guarantee on account alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address and postal address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after on claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Court 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):

POLOKWANE MUNICIPALITY
(Not to be completed at tender stage)

C1.4 Retention Guarantee

Contract No:

Description of Contract:

.....

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:
(Please put name of Firm)

Address:
.....

Postal Address:
.....

Tel:

Fax:

“Employer” means: **POLOKWANE MUNICIPALITY**

“Contractor” means:
(Please put name of Firm)

“Guarantee sum” means: 5% of the works done to date amount

“Employer’s Agent” means:
(Please put name of Firm)

“Works” means: Permanent works together with temporary works

“Site” means: The land and other places, made available by the Employer for the purpose of the contract, on under over in or through which the works are to be executed or carried out.

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

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

Amount in words:

.....

“Expiry Date” means: This Guarantee shall expire upon the issue of the **Final Completion Certificate** issued by Polokwane Municipality signed by the Director of Engineering Services, as such date is advised to the Guarantor in writing confirmed by the Employer.

CONTRACT DETAILS

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

RETENTION GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. "Expiry Date" This Guarantee shall expire upon the issue of the final completion certificate issued by Polokwane Municipality signed by the Director of Engineering Services, as such date is advised to the Guarantor in writing confirmed by the Employer

The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on the Final Completion Certificate of the works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 Any reference in this performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;
 - 3.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issues by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent and/ or Employer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address and / or postal address with a copy to the Contractor stating that period of seven (7) days has elapsed since the first written demand terms of 4.1 and the sum certificate has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entails the Employer to receive payment in terms of the Contract sum in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address and/ or postal address calling up this Performance Guarantee, such demand stating that:
 - 5.1 The contractor has been termination due to the Contractor's default and this performance Guarantee is called up in terms of 5; or
 - 5.2 A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional /final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the guarantor.
8. Payment by Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from his Performance Guarantee on account alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address and postal address as stated above for the service of all notices for all purposes in connection herewith.
11. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after on claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Court 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):

POLOKWANE MUNICIPALITY
(Not to be completed at tender stage)

C1.5 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

This agreement is mandatory for all contractors appointed by the Polokwane Municipality or any other institution that do work for or on behalf of Municipality.

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
AND
CONSTRUCTION REGULATIONS 2014

AGREEMENT WITH MANDATARY
In terms of Section 37(1) and (2) of the OHSACT
WRITTEN AGREEMENT ENTERED INTO AND BETWEEN

POLOKWANE MUNICIPALITY
(Client)

AND

.....
(Principal Contractor or Contractor)

Compensation Commissioner Number:
(Attach a copy of the Registration Certificate to this agreement)

▪ **REQUIREMENTS:**

1. The Principal Contractor/Contractor's attention is drawn to "General Duties of Employers to their Employees" as required by Section 8 of the Act.
2. The Principal Contractor/Contractor is required to:
 - 2.1 Sign a written "Agreement with Mandatary" as required by Sect 37(1)(2) of the Act before commencing any work on site.
 - 2.2 Ensure that all your employees receive the necessary Induction Training and have proof thereof in their records.
 - Note: You must ensure that all employees under your control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences.
 - 2.3 Ensure the provision of Welfare Facilities for your employees as per Construction Regulation 30.
 - 2.4 Provide the Client/Principal Contractor with your SHE Plan and Specifications.

- 2.5 Ensure that Method Statements, Risk Assessments and Safe Work Procedures are done and available.
- 2.6 Provide the Client/Principal Contractor with written appointment of the person who is going to manage the Construction Work per Construction Regulation 8(1).
- 2.7 Provide the Client/Principal Contractor with written designation of your nominated Health and Safety Representative as per Section 17(1).
- Note: Your Health and Safety Representative will be expected to attend the Client/Principal Contractor safety meetings.
- 2.8 If you employ more than five (5) persons, you are required to provide your own First Aid Box (GSR 3(2)).
- 2.9 Where more than ten (10) persons are employed, the Principal Contractor/Contractor are required to provide your own qualified First Aider as per GSR 3(4).
- Note: Where the Principal Contractor/Contractor has difficulty in complying with items 2.7 and 2.8 above, you may arrange/come to an agreement with the Client/Principal Contractor to make use of his First Aid facilities in case of injury. You will be expected to communicate such an agreement to your employees.
- 2.10 When working with Hazardous Chemical Substances, comply with HCS Reg. 3.
- Note: Asbestos and Lead Regulations are separate.
- 2.11 When using a Materials Hoist, comply with the requirements of Construction Regulation 19.
- 2.12 When using Lifting Machines and Lifting Tackle, comply with DMR 19.
- Note: You may be required to appoint a Banks man to control Lifting/Slinging operations.
- 2.13 When erecting/using Scaffolding comply with the requirements of SANS 10085 "Access Scaffolding".
- 2.14 When erecting/using Suspended Scaffolding comply with the requirements of Construction Regulation 17.
- 2.15 When doing Demolition Work, comply with Construction Regulation 14.
- 2.16 When doing blasting to comply with Explosives Regulations Chapter 10.
- 2.17 When doing Excavation Work, comply with Construction Regulation 13.

2.18 When doing Electrical Installations, comply with the requirements of Construction Regulation 24.

- Note: Electrician to provide a copy of registration as per Electrical Installations Regulation 9(3).

2.19 When using Construction Vehicles, comply with Construction Regulation 23.

2.20 When using/erecting Temporary Works, comply with Construction Regulation 12.

2.21 When working over or in close proximity to Water, comply with Construction Regulation 26.

2.22 Ensure that good Housekeeping, Stacking and Storage principles are applied on this project as per Construction Regulations 27 and 28.

2.23 Ensure that appropriate measures are taken to avoid the risk of Fire/Explosion and comply with requirements of Construction Regulation 29.

2.24 If you are going to work at heights a Fall Protection Plan must be submitted (roof work included) as per the requirements of Construction Regulation 10.

2.25 When using explosive actuated fastening devices, comply with Construction Regulation 21

2.26 When Welding, Flame Cutting/Soldering, comply with GSR 9.

2.27 When working in Confined Spaces, comply with GSR 5.

3. The Principal Contractor/Contractor is responsible for providing their own legal safety documents and registers to comply with the Act's requirements. A copy of the OHS Act of 1993 and the Construction Regulations 2014 will be available for perusal in the Principal Contractor's site office.

4. The Principal Contractor/Contractor is required to comply with General Safety Regulations 2 (1) to (7) and provide your employees with:

Personal protective equipment which will allow them to carry out their work in a safe manner, e.g. hard hats, safety harnesses, gloves, safe footwear, eye protection, ear protection, waterproof clothing etc.

5. Reporting of Incidents of Occupational Diseases shall be done as per General Admin. Regulation 8 (Also see Sect 24 of the Act).

6. Compensation for Occupational Injuries and Diseases Act (No. 130 of 1993).

You are required to provide the Client/Principal Contractor with proof of registration with the Compensation Commissioner/Federated Employer(s) Mutual when signing this agreement. If

you are not registered, the Client/Principal Contractor may deduct the necessary amounts from your progress payments and pay it over to the Commissioner to ensure that you are insured. See Section 80 and 89 of the COID Act.

Thus done and signed at on this day of 20....

WITNESSES:

1.
.....
CONTRACTOR

2.
.....
CLIENT

POLOKWANE MUNICIPALITY
(Not to be completed at tender stage)

C1.6: ADJUDICATORS AGREEMENT

This agreement is made on the day of 20..... between

the Employer
(name of company / organisation)

of (address)
.....

and the Contractor
(name of company / organisation)

of (address)
.....

hereinafter called **the Parties**)

and

(Name)
(name of company / organisation)

of (address)
.....

(hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen* between the Parties under a Contract dated

..... and known as Contract No:

(Contract title)
.....

and these disputes or differences shall be/have been* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "**the Procedure**") and the Adjudicator may be or has been requested to act.

(* Delete as necessary)

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.

- 3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
- 4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by:

(Signature): (Signature): (Signature):

Name: warrants that he/ she is duly authorised to sign for and on the behalf of the **First Party** in the presence of
Name: who warrants that he/ she is duly authorised to sign for and on behalf of the **Second Party** in the presence of
Name: who the **Adjudicator** in the presence of

Witness: **Witness:** **Witness:**

(Signature): (Signature): (Signature):

Name: **Name:** **Name:**

Address: Address: Address:

.....

Date: Date: Date:

Part C2: Pricing data

C2.1 Preamble to Schedule of Quantities

1. The general conditions of contract, the special conditions of contract (if any), the specifications (including the project specification) and the drawings are to be read in conjunction with the schedule of quantities.
2.
 - a) The schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent works.
 - b) The Contractor is at liberty to insert a rate of his own choosing for each item in the schedule and his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works 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 inserted in the schedule by the Contractor.
 - c) Clause 8 of each standardised specification and the measurement and payment clause of each particular specification, read together with the relevant clauses of the project specification, set out what ancillary or associated activities are included in the rates for the operations specified.
3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made for waste.
5. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to the Employer for the work described under the several items, value added tax excluded. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the quotation is based.
6. A price or rate is to be entered against each item in the schedule of quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the schedule.
7. The Contractor must price each item in the schedule of quantities in **BLACK INK**.
8. **All prices and rates shall exclude value added tax (VAT).** The Contractor shall calculate value added tax and enter it at the end of the summary of the schedule of quantities.
9. For the purposes of this Schedule 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 Specifications.
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of measurement at which the Tenderer tenders to do the work.
Amount	:	The product of the quantity and the rate tendered for an item
Sum	:	An amount tendered for an item, the extent of which is described in the Schedule of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.
Prime Cost (or PC item)	:	A sum fixed by the Engineer and entered in the Schedule of Quantities as the net sum provided to cover the cost of specific goods or materials to be

		supplied under the contract, or the net sum to be paid by the Contractor to merchants or others for such articles or materials. ¹
Provisional Sum	:	A sum of money fixed by the Engineer and entered in the Schedule of Quantities to provide for work not defined at the tender stage and includes any allowance specifically made for unforeseen contingencies. ¹
Extra Over (or EO)	:	Qualifies an operation (or combination of operations) which is common in a varying degree to a number of other operations and which is scheduled once as “extra over” those other operations in order to avoid a multiplicity of items each reflecting the degree to which the common operations applies. The term “extra over” invariably denoted double measurement, no deduction being made from one on account of the other. ¹

10. The units of measurements indicated in the Schedule of Quantities are metric units.

The following abbreviations are used in the Schedule of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
/	=	litre
kl	=	kilolitre
kg	=	kilogram
t	=	ton (1 000 kg)
no	=	number
%	=	percentage
kW	=	kilowatt
PC Sum	=	prime cost sum
Prov. Sum	=	provisional sum
kPa	=	kilopascal
R/only	=	Rate only
W/day	=	Workday