



**LEJWELEPUTSWA**  
**DISTRICT MUNICIPALITY**  
*Office of the District Municipal Manager*

Cnr. Jan Hofmeyer &  
Tempest Road

P.O. Box 2163  
WELKOM  
9460  
Tel: (057) 353 3094  
Fax: (057) 353 3382

**APPOINTMENT OF CONTRACTOR FOR BUILDING**  
**MAINTENANCE AT LEJWELEPUTSWA DISTRICT**  
**MUNICIPALITY OFFICES.**

**CONTRACT NO: RFT NO.117/02/2022**

**TENDER SUBMITTED BY:**

Name of Company

.....

Address

.....

Telephone Number

.....

Tender Amount (Including  
VAT)

.....

ISSUED BY:	PREPARED BY:
 <p><b>LEJWELEPUTSWA DISTRICT MUNICIPALITY</b></p> <p><b>Physical Address:</b> Corner Jan Hofmeyer and Tempest Road, Welkom, 9460</p> <p><b>Postal Address:</b> P.O. Box 2163 Welkom 9460</p>	<p><b>Directorate: Technical Services</b></p> <p><b>LEJWELEPUTSWA DISTRICT MUNICIPALITY</b></p> <p><b>Physical Address:</b> Corner Jan Hofmeyer and Tempest Road Welkom 9460</p> <p><b>Contact Person: Mr. Brian Lehlekiso</b></p> <p><b>E-mail Address: brian@lewe.co.za</b></p>

Telephone: (0)57 353 3094  
Fax : (0)57 353 3382

**CLOSING DATE: 10 JUNE 2022**

**CLOSING TIME: 12:00 pm**

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# TENDER

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## PART 1 (OF 2): TENDERING PROCEDURES

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- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data
- T1.3 Evaluation Criteria

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T1.1: TENDER NOTICE AND INVITATION TO TENDER



# LEJWELEPUTSWA

## DISTRICT MUNICIPALITY

*Office of the District Municipal Manager*

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Cnr. Jan Hofmeyer & Tempest Road  
P.O. Box 2163  
WELKOM  
9460  
Tel: (057) 353 3094/5/8/9  
Fax: (057) 353 3382

### **REQUEST FOR TENDER**

#### **RFT NO. 117/02/2022: THE APPOINTMENT OF A CONTRACTOR FOR BUILDING MAINTENANCE AT LEJWELEPUTSWA DISTRICT MUNICIPALITY OFFICES.**

A compulsory Virtual briefing session will be conducted on Friday, 03 June 2022 at 11h00 and that bidders who do not attend the briefing session will be regarded as non-responsive.

BIDDERS WHO WOULD LIKE TO PARTICIPATE IN THE COMPULSORY BRIEFING SESSION MUST SEND THEIR REQUEST(S) TO: [quotation@lejwe.co.za](mailto:quotation@lejwe.co.za) BY NO LATER THAN 16H00 ON THE 02 JUNE 2022, FROM WHICH THEY WILL BE SENT THE VIRTUAL BRIEFING SESSION LINK FOR THE BRIEFING SESSION.

#### **The Following Conditions will apply:**

- This proposal will be evaluated in terms of the **80/20** preference point system in terms of the Supply Chain Management Policy, and for this purpose the **MBD1, MBD4, MBD6.1, MBD8** and **MBD9** must be scrutinized, completed and submitted together with your proposal. **Non-adherence to this request will lead to disqualification.**
- A valid SARS Tax Clearance Certificate and the tax compliance status pin to be submitted. It is the responsibility of the bidder to ensure that the company's Tax Status remains **compliant** at **ALL** times.
- The National Treasury Central Supplier Database Summary report must be submitted.
- The validity period for submission must be **90 days** from the closing date.
- A tender offer not satisfying the stated eligibility criteria will be eliminated.
- Tenders that are deposited in the incorrect tender box or delivered at any other venue will not be considered.
- **Bidders must have a CIDB registration of 2GB or higher and 1EP/EB or higher.**
- Failure to submit proof of the above-mentioned information will lead to automatic disqualification.
- In order to claim preference points a valid original or certified **B-BBEE** status level verification certificate or a sworn affidavit completed on the DTI format must be submitted to validate the claim.

**NB:** No proposals will be considered from the person in the service of the state.  
No late proposals will be considered.

**Enquiries:** Technical matters - **Mr. B. Lehlekiso** ([brian@lejwe.co.za](mailto:brian@lejwe.co.za))  
SCM matters – **Me. CB. Baloyi** (057 101 0187 or [cathy@lejwe.co.za](mailto:cathy@lejwe.co.za))

Completed tenders in a **sealed** envelope endorsed "**THE APPOINTMENT OF A CONTRACTOR FOR BUILDING MAINTENANCE AT LEJWELEPUTSWA DISTRICT MUNICIPALITY OFFICES.**", must be placed in the Tender Box Corner Jan Hofmeyer and Tempest Road, Welkom, 9460 or posted to PO Box 2163, Welkom, 9460 on or before **Friday, 10 June 2022 at 12:00 pm**

Tender documents will only be obtained from the **municipal website** ([www.mylejweleputswa.co.za](http://www.mylejweleputswa.co.za)) and on **e-Tender**.

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**Mr. ML MAKHETHA**  
**ACTING MUNICIPAL MANAGER**

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## T1.2: TENDER DATA

The Standard Professional Services Contract (latest) contained in the CIDB shall apply to this bid. The conditions of tender are the Standard Conditions of Tender as contained in SANS 10845-3:2015.

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

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

Clause	Wording / Data
3.1	The Employer is the Lejweleputswa District Municipality.
3.2	<p>The Tender Documents issued by the Employer comprise the following documents:</p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering procedures</b> T1.1 – Tender notice and invitation to tender T1.2 – Tender Data</p> <p><b>Part T2: Returnable Documents</b> T2.1 – List of Returnable Documents T2.2 – Returnable Schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract Data</b> C1.1: Form of Offer and Acceptance C1.2: Contract Data</p> <p><b>Part C2: Pricing Data</b> C2.1: Pricing Instructions C2.2: Pricing Schedule and Quantities</p> <p><b>Part C3: Scope of Works</b> C3.1: Employer’s Objective C3.2: Site Location C3.3: Background C3.4: Scope of Work C3.5: Work Plan C3.6: Performance C3.7: Assignment Cost</p>
3.4	<p>Lejweleputswa District Municipality contact details are as follows:</p> <p>Name: Brian Lehlekiso Address: Cnr Jan Hofmeyer &amp; Tempest Road, Welkom 9460 E-mail: <a href="mailto:brian@lejwe.co.za">brian@lejwe.co.za</a></p>

Clause	Wording / Data
3.5.1	<p>The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.</p>
3.6.1	<p>Add the following:</p> <p>“The tenderer shall provide a Personnel as listed below in the Contract Data.</p> <p>Only tenderers who have, in their employment, suitably experienced <b>Key Persons</b> who will be available for the execution and completion of this project are eligible to submit tenders. The following shall be the Key Personnel.</p> <ul style="list-style-type: none"> <li>• A <b><u>PROJECT MANAGER / SITE AGENT</u></b> who has at least Five (05) years verifiable post qualification experience in civil engineering and ECSA registration, who will be responsible as the Project Manager/Site Agent for all work carried out in terms of the tender.</li> <li>• An <b><u>ELECTRICIAN</u></b> who has at least Five (05) years verifiable post qualification experience in Electrical engineering (Minimum NQF Level 6/ Trade Test) and who will be responsible as the Electrician for all work carried out in terms of the tender.</li> <li>•</li> <li>• A <b><u>SAFETY OFFICER</u></b> who has at least Five (05) years verifiable post qualification experience and registered with a professional body.</li> <li>• A <b><u>FOREMAN</u></b>, who has at least three (3) years relevant/similar work experience.</li> </ul>

Clause	Wording / Data
	<ul style="list-style-type: none"> <li>□ The above personnel are to be in the <b>permanent employ of the tenderer; and</b></li> <li>□ be available to execute the required duties and responsibilities on this project, should the tenderer's offer be accepted.</li> </ul> <p>Tenderers shall provide proof of the Key Persons' <u>experience</u> in a <u>detailed and project specific</u> Curriculum Vitae (refer Schedule 3B: List of Key Personnel) of the Returnable Schedules).</p>
4.7	A compulsory virtual briefing meeting shall be held on the 3 <sup>rd</sup> of June 2022 at 11:00am
4.12	No alternative offers will be considered.
4.13.1	<p>Tenderers may only offer to provide services or supplies identified in the contract data to complete the Whole Works</p> <p>The amount reflected on <b>the Form of Offer</b> takes precedence over any other Total Amount indicated elsewhere in the bidder's tender submission. If the <b>Form of Offer</b> does not state a value or figure, the <b>bidder will be regarded as having made no offer.</b></p> <p><b>The Tender Document is not to be disassembled.</b> Any additional Returnables, CV's etc. are to be submitted in a separate ring-bound document properly indexed for ease of cross-referencing to the original tender document.</p> <p>The original tender offer shall be submitted without any copies.</p>
4.13.3	Parts of each tender offer communicated on paper shall be submitted as an original.
4.13.5	The Employer's address for delivery of tender offers and identification details is as per the Bid Advert and Invitation to Bid (T1.1).
4.13	A two-envelope procedure <u>will not</u> be followed.
4.15	<p>The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.</p> <p><b>Bid closing:</b> it is the responsibility of the bidders to ensure that bid documents/proposals are submitted on or before closing time and at the correct location.</p> <p>Bidders who use courier services are responsible to ensure delivery is at the correct place/location and time as the department will not be held responsible for wrong delivery.</p>
4.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted
4.16	The tender offer validity period is as per Bid Advert and Invitation to Bid

Clause	Wording / Data
	(T1.1).
5.4	The location for opening of the tender offers, immediately after the closing time thereof shall be as per Bid Advert and Invitation to Bid (T1.1).
F.3.9.1	<p>Add a new bullet : “In the event of there being any rate or rates which are declared to be an unacceptable commercial risk by the Employer, the Tenderer will be requested –</p> <p style="padding-left: 40px;">(a) to justify any specific rate or rates, i.e. to give a financial breakdown of how such rate or rates were obtained,</p> <p>and subsequently to consider amending and adjusting such rate or rates while retaining the Tender Total derived under sub-clause F.3.9.2 (c) unchanged and fixed. It must be understood that in the event of the tenderer refusing to adjust any rate or rates to the satisfaction of the Employer, such refusal may prejudice his Tender.”</p>
F.3.13.1	<p><b>Tender offers will only be acceptable if:</b></p> <p>a) the tenderer has completed and signed all MBD Forms (Certificate of Authority for Signatory) if applicable;</p> <p>b) the Form of Offer is duly completed and signed (Note: <b>Any correction must be signed</b> by the authorised signatory);</p> <p>c) all relevant certified information is submitted with the Tender;</p> <p>d) all other Tender Conditions are complied with.</p> <p>Add the following:</p> <p>Note that the successful Tenderer will be required to submit a <b>valid</b> Letter of Good Standing from the Compensation Commissioner or FEMA within 21 days of receipt of Letter of Award.</p>
	<p><u>Bid Closing</u>: it is the responsibility of the bidder(s) to ensure that the bid document/proposals are submitted before or on closing time and the correct location as the department will not take responsibility for any wrong delivery.</p> <p>Bidders who use courier services are responsible to ensure delivery is at the correct place /location and time.</p>
F.3.17	The number of copies of the signed contract to be provided by the employer is one.

## T1.3: EVALUATION CRITERIA

### 1.3.1 EVALUATION OF TENDERS ON QUALITY/FUNCTIONALITY

The procedure for the evaluation of responsive tenders is Method 2: Functionality, Price and Preference. In the case of a functionality;

- Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.

The criterion for evaluating the functionality points was based on the following;

Key Personnel : 50  
 Similar Work Experience : 30  
 Locality : 20

The breakdown of the functionality scoring is provided in the table below:

Evaluation Criteria		Points Allocation
<b>Key Personnel</b>		<b>50</b>
PROJECT MANAGER/ SITE AGENT  (Referrer to Clause 3.6.1 on the Tender Data Section for Working Experience)	1. CV with correct training and experience	5
	2. Proof of qualification	10
ELECTRICIAN  (Referrer to Clause 3.6.1 on the Tender Data Section for Working Experience)	1. CV with correct training and experience	5
	2. Proof of qualification	10
SAFETY OFFICER  (Referrer to Clause 3.6.1 on the Tender Data Section for Working Experience)	1. CV with correct training and experience	5
	2. Proof of qualification	5
FOREMAN  (Referrer to Clause 3.6.1 on the Tender Data Section for Working Experience)	1. CV with correct training and experience	5
<b>Similar Work Experience</b>		<b>30</b>
Number of similar projects complete (Attach Completion Letter)	Maximum of 3 in the past 5 years	10 for each completed
<b>Locality</b>		<b>20</b>
Within Lejweleputswa District Area		20
Within Free State Area		15
Within RSA		5
<b>TOTAL</b>		<b>100</b>

- Tenders that have achieved the minimum qualification score of **70 points** for functionality must be evaluated further in terms of the preference points system.

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# TENDER

## PART 2 (OF 2): RETURNABLE DOCUMENTS

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- T2.1 List of Returnable Documents
- T2.2 Returnable Documents

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## T2.1: LIST OF RETURNABLE DOCUMENTS

The original completed tender document excluding Drawings, shall be returned with all the required information supplied, duly completed in non-erasable ink in all aspects.

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

### **1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (Included hereafter for completion)**

- MBD1 Part A Invitation to Bid
- MBD4 Declaration of Interest in Tender of Persons in Service of the State
- MBD6.1 Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017
- MBD7.2 Contract Form-Rendering of Services
- MBD8 Declaration of Tenderer's Past Supply Chain Management Practices
- MBD9 Certificate of Independent Bid Determination
- 1A Proposed amendments
- 1B Proof of registration with the central supplier database (CSD)
- 1C Proof of CIDB registration
- 1D Bank confirmation
- 1E Schedule of similar work satisfactorily carried out by the tenderer for private clients or organs of state
- 1F Joint Venture Agreement

### **2. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (To be attached with submission)**

- 2A Original **Valid** Tax Clearance Certificate
- 2B Municipal Billing Clearance Certificate/ Lease Agreement
- 2C B-BBEE Status Level Certificates / Consolidated Scorecard
- 2D Proof of CIDB Registration

### **3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)**

- 3A Record of Addenda to Tender Documents
- 3B List of Key Personnel
- 3C Schedule of Proposed Subcontractors
- 3D Proposed Work Programme

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## T2.1: LIST OF RETURNABLE DOCUMENTS

### 4. OTHER SCHEDULES AND DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C2.2 Bill of Quantities

## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LEJWE LE PUTSWA DEVELOPMENT AGENCY			
BID NUMBER:	<a href="#">RFT NO. 117/02/2022</a>	CLOSING DATE:	<a href="#">10/06/2022</a>
		CLOSING TIME:	12:00
DESCRIPTION	<a href="#">APPOINTMENT OF CONTRACTOR FOR BUILDING MAINTENANCE AT LEJWELEPUTSWA DISTRICT MUNICIPALITY OFFICES.</a>		

CNR JAN HOFMEYER AND TEMPEST ROAD, WELKOM 9460	OR
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**BID RESPONSE DOCUMENTS MAY BE POSTED TO:**

<b>Lejweleputswa District Municipality</b> <b>Municipal Manager</b> P O BOX 2163 WELKOM 9460
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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	<b>TCS PIN:</b>		<b>OR</b> <b>CSD No:</b>
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	Mr. B. Lehlekiso
CONTACT PERSON	Ms. C Baloyi	TELEPHONE NUMBER	(057)391-8900
TELEPHONE NUMBER	057 352 3094	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	brian@lejwe.co.za
E-MAIL ADDRESS	cathy@lejwe.co.za		

## PART B TERMS AND CONDITIONS FOR BIDDING

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

**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:** .....

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**MBD4: DECLARATION OF INTEREST – COMPULSARY**

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

3.1 Full Name: .....

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 the directors/ trustees/shareholders member, 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.....

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\* MSCM Regulations: "in the service of the state" means to be –

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

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

.....

.....

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

3.9.1 If yes, furnish particulars.

.....

.....

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?

3.10.1 If yes, furnish particulars.

.....

**YES/NO**

.....

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?

3.11.1 If yes, furnish particulars

**YES / NO**

.....

.....

3.12 Are any of the company's directors, trustees, managers, principal shareholders or stakeholders in the service of the state?

**YES / NO**

3.12.1 If yes, furnish particulars.

.....  
.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principal shareholders or stakeholders in service of the state?

**YES / NO**

3.13.1 If yes, furnish particulars.

.....  
.....

3.14 Do you or any directors, trustees, managers, principal shareholders Or stakeholders of this company have any interest in other related companies or business whether or not they are bidding for this contract?

**YES / NO**

3.14.1 If yes, furnish particulars.

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

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

<b>Full Name</b>	<b>Identity Number</b>	<b>State Employee Number (applicable of employed by government (state))</b>

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

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**MDB 6.1 – 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.**

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**1. GENERAL CONDITIONS**

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

- (a) The 80/20 system for requirements with a Rand value of up to R50 000 000.00 (all applicable taxes included); and
- (b) 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 no to exceed R50 000 000.00 and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

**1.4.1.1 PRICE 80 POINTS**

**1.4.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION 20 POINTS**

**Total points for Price and B-BBEE must not exceed 100 POINTS**

1.5 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) 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 concerning preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with annual total revenue of R5 million or less;
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“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.
- 2.15 **“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;
- 2.16 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.17 **“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;

- 2.18 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.19 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.20 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

#### 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

Score the financial offers using the following formula:

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

**For 80/20**

or

$$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

**For 90/10**

Where

$P_s$   $P_t$  = Points scored for price of bid under consideration  
 $P_{\min}$  = Price of bid under consideration  
 = Price of lowest acceptable bid

**5. Points awarded for B-BBEE Status Level of Contribution**

5.1 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>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
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

**6. BID DECLARATION**

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

**7 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4.1.2 AND 5.1**

7.1 B-BBEE Status Level of Contribution: ..... = ..... (maximum of 10 or 20 points)

**(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by relevant proof of B-BBEE status level of contributor).**

**8 SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted? **YES / NO**  
(delete which is not applicable)

8.1.1 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? **YES / NO**  
(delete which is not applicable)

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

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b>	<b>QSE</b>
	<b>v</b>	<b>v</b>
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		
<b>OR</b>		
Any EME		
Any QSE		

**9 DECLARATION WITH REGARD TO COMPANY / FIRM**

9.1 Name of firm: .....

9.2 VAT registration number: .....

9.3 Company registration number: .....

9.4 TYPE OF COMPANY/ FIRM [Tick applicable box]

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

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

9.6 COMPANY CLASSIFICATION [Tick applicable box]

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

9.7 MUNICIPAL INFORMATION

Municipality where business is situated: .....

Registered Account Number: .....

Stand Number: .....

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS? .....

9.9 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-BBEE status level of contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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. ....

.....  
SIGNATURE(S) OF BIDDER(S)

2. ....

DATE .....

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**MBD8: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES**

1. This form serves as a declaration to be used by the Employer in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
2. The tender of any Tenderer may be rejected if that Tenderer, or any of its directors have:
  - a) abused the Municipality's / Municipal entity's supply chain management system or been guilty of any improper conduct in relation to such system;
  - b) been convicted for fraud or corruption during the past five years;
  - c) wilfully neglected, reneged on or failed to comply with any government, Municipal or other public sector contract during the past five years; or
  - d) been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004).
3. In order to give effect to the above, this form and the questionnaire must be completed in full and signed. Failure to comply will result in the tender being declared non-responsive.

ITEM	QUESTION	RESPONSE	
4.1	<p><b>Is the Tenderer or any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector?</b></p> <p>(Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>)</p>	Yes	No
	If so, furnish particulars:		
4.2	<p><b>Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)?</b></p> <p>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, 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)</p>	Yes	No
	If so, furnish particulars:		
4.3	<p><b>Was the Tenderer 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?</b></p>	Yes	No

ITEM	QUESTION	RESPONSE	
	If so, furnish particulars:		
4.4	<b>Was any contract between the Tenderer 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?</b>	Yes	No
	If so, furnish particulars:		
4.5	<b>Does the tenderer or any of its directors owe any Municipal rates and taxes or Municipal charges to the Municipality/Municipal entity, or to any other Municipality/Municipal entity, that is in arrears for more than three months?</b>	Yes	No
	If so, furnish particulars:		

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

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**MBD9: 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 consortium\* 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.

**\* 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.**

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

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**1A: PROPOSED AMENDMENTS**

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

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

Page Number	Clause / Item	Proposal

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

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**1B : PROOF OF REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)**

All existing and prospective service providers/creditors to the Lejweleputswa District Municipality's supplier database should note that registration with the electronic Central Suppliers Database (CSD [www.csd.gov.za](http://www.csd.gov.za) for self-registering), developed by National Treasury, is a requirement.

Prospective tenderers are to attach the ***Certificate of Registration with CSD*** to this page.

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**1C: PROOF OF CIDB REGISTRATION**

Tenderers to submit proof of Registration with CIDB to this page.

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**1D: BANK CONFIRMATION**

Tenderers to submit Bank Confirmation to this page.

**1E: SCHEDULE OF SIMILAR WORK SATISFACTORILY CARRIED OUT BY THE TENDERER FOR  
PRIVATE CLIENTS OR ORGANS OF STATE**

*(Organs of State include any Local, Provincial or National Government Authority)*

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

Employer, Contact Person, Email Address and Telephone Number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed (State current if not yet complete)

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

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**1F: JOINT VENTURE AGREEMENT**

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## 2A: ORIGINAL VALID TAX CLEARANCE CERTIFICATE

In terms of Clause 43 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of taxes.

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

The tenderer must attach to this page an **original(s)** of a **valid** Tax Clearance Certificate(s) and the Tax compliance Status pin must be submitted.

Note:

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

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## **2B: MUNICIPAL BILLING CLEARANCE CERTIFICATE**

In terms of Clause 38 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of municipal accounts.

The tenderer shall attach to this page a Municipal Billing Clearance Certificate, which provides proof that his payment of Municipal accounts is up-to-date.

***Should the tenderer not be based in the Lejweleputswa District Municipality, he shall submit a Municipal Billing Clearance Certificate issued by the municipality in which he/she is based.***

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## 2C: B-BBEE STATUS LEVEL CERTIFICATES / CONSOLIDATED B-BBEE SCORECARD

Bidders who qualify as EMEs in terms of the B-BBEE Act shall submit and attach to this page a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

Bidders other than EMEs shall submit and attach to this page their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

A trust, consortium or joint venture acting as a legal entity shall submit and attach to this page their B-BBEE status level certificate.

A trust, consortium or joint venture acting as an unincorporated entity shall submit and attach to this page their consolidated B-BBEE scorecard as if they were a group structure and such a consolidated B-BBEE scorecard shall be prepared for every separate bid.

Tertiary institutions and public entities shall submit and attach to this page their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

**All EME / B-BBEE certificates must reflect the B-BBEE status level of the bidder and must be certified.**

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## 2D: FORM MBD 6.2 - DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes 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. Where necessary, for bids referred to in paragraph 1.2 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.
- 1.4. 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.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand  
y is the bid price in Rand 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 of advertisement of the bid as required in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

- 1.6. A bid may be disqualified if –
  - (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
  - (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

### 2. Definitions



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

**(Tick applicable box)**

YES		NO	
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4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement 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 (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

**(Tick applicable box)**

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

5.1. If yes, provide the following particulars:

- (a) Full name of auditor: .....
- (b) Practice number: .....
- (c) Telephone and cell number: .....
- (d) Email address: .....

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

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**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

1 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.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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
  - (i) 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 1286:2011; and
  - (ii) the declaration templates have been audited and certified to be correct.

(c)The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

---

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(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 1286:2011, 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, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

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

**WITNESS No. 1** \_\_\_\_\_

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

**WITNESS No. 2** \_\_\_\_\_

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

---

**3A: RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

Addendum Number	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

---

**3B: LIST OF KEY PERSONNEL**

The tenderer shall insert the Name, Qualification and Years of Experience of Key Personnel he proposes to employ on this tender/Contract:

<b>JOB DESCRIPTION</b>	<b>NAME</b>	<b>QUALIFICATION</b>	<b>YEARS EXPERIENCE</b>
Project Manager / Site Agent			
Safety Officer			
Foreman			

Refer to Tender Data Clause F.3.6.1 for mandatory minimum requirements of Key Personnel.

**The CV's of all the above personnel must be attached, in which they highlight their previous experience. Certified copies of Qualifications and Registrations as stipulated as minimum requirements for Key Personnel must be submitted, or else the tender will be considered incomplete. Proof of adherence to the minimum requirements as per Clause F.3.6.1 of the Tender Data must be clearly indicated and substantiated with proof. The Company Profile of the tenderer must also be submitted.**

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....



---

**3D: PROPOSED WORK PROGRAMME**

The Tenderer to submit a proposed Work Programme and attach to this page.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

---

# CONTRACT

## PART 1 (OF 4): AGREEMENT AND CONTRACT DATA

---

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Disclosure Statement

---

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

**(Agreement)**

**1. OFFER**

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

**THE APPOINTMENT OF CONTRACTOR FOR CONSTRUCTION OF PARKING BAY AND FENCING AT LEJWELEPUTSWA DISTRICT MUNICIPALITY.**

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

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE-ADDED TAX IS:**

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

..... Rand (in words); R ..... (in figures)

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

For the **Tenderer**:

.....  
Signature

.....  
Name

.....  
Capacity

Name and Address of Organisation:

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

Signature and Name of Witness:

.....  
Signature  
.....  
Name  
.....

Date: .....

**2. ACCEPTANCE**

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

The terms of the contract are contained in

**Part C1: Agreements and Contract Data (which includes this Agreement)**

**Part C2: Pricing Data**

**Part C3: Scope of Work**

**and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.**

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

The tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviation (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of 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 Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five (5) days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

For the **Employer**:

.....  
Signature

.....  
Name

.....  
Capacity

Name and Address of Organisation:

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

Signature and Name of Witness:

.....  
Signature

.....  
Name

Date: .....

### 3. SCHEDULE OF DEVIATIONS

**Notes:**

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

1. Subject: .....  
Details: .....
2. Subject: .....  
Details: .....
3. Subject: .....  
Details: .....
4. Subject: .....  
Details: .....
5. Subject: .....  
Details: .....
6. Subject: .....  
Details: .....
7. Subject: .....  
Details: .....

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

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

**For the Tenderer:**

.....

Signature

.....

Name

.....

Capacity

Name and Address of Organisation

.....

.....

.....

.....

.....

.....

.....

Witness Signature

.....

Witness Name

.....

Date

**For the Employer:**

.....

.....

.....

Name and Address of Organisation

.....

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.....

## C1.2: CONTRACT DATA

The CIDB Standard Contractor Contract (July 2009) (Third Edition of CIDB document 1014) is applicable to this Contract and are obtainable from [www.cidb.co.za](http://www.cidb.co.za).

### PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data, referring to the Standard Contractor Contract (July 2009) (Third Edition of CIDB document 1014), are applicable to this Contract:

Clause	Description / Wording
3.4 and 4.3.2	<p>The Employer is the Lejweleputswa District Municipality.</p> <p>The authorised and designated representative of the Employer is: Name: Mr Brian Lehlekiso</p> <p>The address for receipt of communications is: Telephone: 057 391 8906 Facsimile: 086 547 8092 E-mail: <a href="mailto:brian@lejwe.co.za">brian@lejwe.co.za</a> Street Address: Cnr Jan Hofmeyer and Tempest Road, Welkom, 9460 Postal Address: PO Box 2163, Welkom, 9460.</p>
1	<p>The Project is for the Appointment of the construction of a 60mm Interlock concrete blocks paved parking area inside the Lejweleputswa District Municipal yard, in front on the main entrance and towards the right-hand side of the yard, and corrugated steel sheet carports that are high enough to accommodate solar panel installation in the future. The paved area must be painted and accommodate the handicapped people. Area to be paved is approximately <b>2000</b> square meters.</p> <p>In addition, a new fence shall be erected on Jan Hofmeyer and Tempest road, the fence shall be constructed using face breaks and clear-vu fence of <b>1.8</b> meters high and approximately <b>260</b> meters in length.</p>
3.5	The Site Location is indicated in Par C3.2 of the Scope of Works.
3.6	The Service Provider may not release public or media statements or publish material related to the services or Project under any circumstances.
3.12	The penalty payable is R2,000.00 per Day Subject to a maximum amount of R50,000.00.
3.15.1	The programme shall be submitted within 14 Days of the award of Contract.
3.16	Time based fees shall not be adjusted for inflation.
4.3.1(d)	The Service Provider may be required to assist in the obtaining of approvals, licenses and permits from the state, regional or municipal authorities having jurisdiction over the Project.
5.5	<p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Incurring costs that will result in the exceeding of the Form of Offer;</li> <li><input type="checkbox"/> Making deviations from the Contract.</li> </ul>
7.2	The Service Provider is required to provide personnel in accordance with the provisions of Clause 7.2 and to complete the Personnel Schedule.

8.1	The Contractor is to commence the performance of the Services within Seven Days of date that the Contract becomes effective.
8.4.3(c)	The period of suspension under clause 8.5 is not to exceed 8 weeks.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
11.1	The Service Provider may only subcontract any work which he has the skill and competency to perform if approved so in writing by the Employer.
12.1	Interim settlement disputes is to be by mediation.
12.2	Final settlement is by arbitration.
12.2.1	In the event that the parties fail to agree on a mediator, the mediator is nominated by the Employer.



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# **CONTRACT**

## **PART 2 (OF 4): PRICING DATA**

- C2.1      Pricing Instructions**
- C2.2      Pricing Schedule and Summary**

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## C2.1: PRICING INSTRUCTIONS

### C2.1.1 PREAMBLE TO THE BILL OF QUANTITIES

- C2.1.1.1 The method of measurement published by the South African Bureau of Standards in Clause 8 of the Standardized Specifications for Civil Employers Agenting Construction is applicable, subject to the variations and amendments contained in the section “Applicable SABS 1200 Standardized Specifications”.
- C2.1.1.2 Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardized Specifications. Clause 8 of each Standardized Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardized Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardized or Scope of Work, as applicable, shall prevail.
- C2.1.1.3 The reference clauses in a specification in which further information regarding the bill item can be obtained appear under the “Reference Clause” or “Payment Refers” column in the Bill. The reference clauses indicated are not necessarily the only sources of information in respect of schedule/billed items. Further information and set specifications may be found elsewhere in the contract documents. Standardized Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.
- C2.1.1.4 Work reserved for Labour Intensive construction methods will be numbered with a prefix “LI” in the Bill to distinguish them from the conventional construction works. Such work shall be constructed using local labour who is temporarily employed in terms of the Scope of Work.
- C2.1.1.5 Unless otherwise stated, items are measured nett in accordance with the Drawings, and no allowance is made for waste. The Bill has to be completed in black non-erasable ink and the tenderer is referred to the Conditions of Tender as well as the Tender Data with regard to the correction of errors.
- C2.1.1.6 The quantities set out in the Bill of Quantities are the estimated quantities of the work. The tenderers attention is directed to Clause 6.7 of the Conditions of Contract and the Contractor will be required to determine the actual and final quantities of the Works to be executed and the Contractor shall undertake whatever quantities may be directed by the Employers Agent from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- C2.1.1.7 The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.1.8 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price / rate is entered will be considered to be covered by the other prices or rates in the Bill.

- C2.1.1.9 Except where rates only are required, the tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.
- C2.1.1.10 All prices or rates inserted in the Bill of Quantities shall be EXCLUDING VAT. Provision has been made on the Summary Page of the Bill of Quantities, for the addition of VAT.
- C2.1.1.11 Arithmetical errors of responsive tenders shall be corrected in the manner specified under the Conditions of Tender as well as the Tender Data. **(Refer also CIDB Practice Note No. 2 dated February 2008)**
- C2.1.1.12 The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

mm	=	Millimetre	h	=	hour
m	=	Metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1 000kg)
m <sup>2</sup>	=	square metre	No	=	Number
m <sup>2</sup> .pass	=	square metre-pass	Sum	=	Lump Sum
ha	=	hectare	MN	=	MegaNewton
m <sup>3</sup>	=	cubic metre	MN.m	=	MegaNewton-metre
m <sup>3</sup> .km	=	cubic metre-kilometre	PC Sum	=	Prime Cost Sum
l	=	Litre	Prov Sum	=	Provisional Sum
kl	=	kilolitre	Lab.month	=	Labourer.Month
MPa	=	Mega Pascal	%	=	per cent (percentage)
Ml	=	Mega litre	kW	=	kilowatt

- C2.1.1.13 The quantities set out in the Bill are the estimated quantities of the Works but the Contractor will be required to undertake whatever quantities as may be directed by the Employers Agent from time to time. The Contract Price for the completed Contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- C2.1.1.14 An item against which no price / rate is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R 0,00) having been entered against such items and covered by the other prices or rates in the Bill. Any work executed to which such a payment item applies, shall be measured under the appropriate items in the Priced Bill and valued at a rate of nil (R 0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

#### **NOTE: CORRECTION OF ENTRIES MADE BY TENDERER**

Any entry made by the tenderer in the Bill of Quantities, forms, etc., which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

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## C2.2 PRICING SCHEDULE AND SUMMARY

### SUMMARY PRICING SCHEDULE

Schedule A: General Requirements and provisions

Item no.	Description	Unit	Qty	Rate	Amount
<b>1</b>	<b>Preliminary And General</b>				
1.1	<b>Fixed charges</b>				
1.1.1	Contractual Requirements	Sum	1		
1.1.2	Site Establishment	Sum	1		
1.1.3	Other time related obligations	Sum	1		
<b>2</b>	<b>Other General</b>				
2.1	Health and safety obligations	Sum	1		
2.1.1	Compilation of health and safety plan	Sum	1		
	Compliance with health and safety plan, including COVID-19 requirements and other related PPE requirements as required by Government				
<b>Total carried forward to summary</b>					

Schedule B: Subtotal of the works

Item no.	Description	Unit	Qty	Rate	Amount
<b>1</b>	<b>Disaster Management Centre Building</b>				
1.1	Supply and install window 1 475mm lintel	no	1		
1.2	Replace rusting window frames 1 175 × 1 175	no	1		
1.3	Replace LED energy saving bulbs	no	11		
1.4	Remove and replace fluorescent light tube (1.2m) with LED tubes/LED-integrated	no	23		
<b>2</b>	<b>Nelson Mandela Building</b>				
2.1	Demolition and rebuild of masonry wall	m <sup>2</sup>	9		
2.2	Remove and replace of exterior roof soffits	m	90		
2.3	Addition of expansion joint and sealing	m <sup>2</sup>	6		
2.4	Sealing existing cracks with pollyfilla and repaint	m <sup>2</sup>	20		
2.5	Remove and replace ceiling boards	m <sup>2</sup>	45		
2.6	Add expansion joint sealant	m	6		
2.7	Re-plaster damaged walls	m <sup>2</sup>	10		
2.8	Remove and replace rusted window frame and add lintel (2.4m × 1.5m)	no	1		
2.9	Remove and replace power skirting with wall sockets Remove and replace fluorescent light tube (1.2m) with LED tubes/LED-integrated	m no	5 12		
2.10	Supply and install Down lights	no	2		
2.11	Replace mercury vapour lamps (External) with energy saving, high intensity lights	no	6		

<b>3</b>	<b>Joe Slovo Building</b>				
3.1	Remove and replace ceiling boards	m <sup>2</sup>	20		
3.2	Seal expansion joint	m	5		
3.3	Supply and install window 900mm lintel	no	1		
3.4	Remove and replace ceiling cornices	m	50		
3.5	Repair of brick wall with mesh and ferro-cement on cracks, and repaint	m <sup>2</sup>	9		
	Remove damaged paint and Repaint walls	m <sup>2</sup>	300		
3.6	Remove existing plaster and re-plaster	m <sup>2</sup>	35		
3.7	Remove and replace damaged bricks	m <sup>2</sup>	9		
3.8	Remove and replace blinds	m <sup>2</sup>	100		
3.9	Remove and replace skirting	m	100		
3.10	Remove and replace Air-conditioners	no	4		
3.11	Replace window handles and latches	no	20		
3.12	Replace broken or damaged glazing	m <sup>2</sup>	5		
3.13	Replace noticeboards (1.8×1.2m)	No	5		
3.14	Remove and replace power skirting	m	7		
3.15	Remove and replace fluorescent light tube (1.2m) with LED tubes/LED-integrated	no	7		
3.16	Remove and replace Halogen bulbs(External)	no	10		
3.17	Supply and install light fittings (External)	no	7		
3.18	Supply and install connection blocks (External)	no	5		
3.19	Supply and install Day/light switch (External)	no	3		
3.20	Replace mercury vapour lamps (External) with energy saving, high intensity lights	No	5		
3.21	Remove and replace Sodium vapour light with energy saving floodlight (External)	no	2		

<b>4</b>	<b>Emma Tladi Building</b>				
4.1	Seal expansion joints	m	3		
4.2	Remove and re-plaster and paint damaged concrete ceiling	m <sup>2</sup>	96		
4.3	Supply and install Down lights	no	6		
4.4	Remove and replace fluorescent light tube (1.2m) with LED tubes/LED-integrated	no	30		
4.5	Remove and replace Halogen bulbs (External)	no	8		
<b>5</b>	<b>Old Chamber</b>				
5.1	Remove wall paint and repaint	m <sup>2</sup>	204		
5.2	Repaint masonry with gloss enamel	m <sup>2</sup>	72		
5.3	Remove existing blinds and replace with industrial blinds	m <sup>2</sup>	18		
5.4	Remove and replace skirting	m	62		
5.5	Remove and replace ceiling boards	m <sup>2</sup>	156		
5.6	Paint ceiling boards	m <sup>2</sup>	156		
5.7	Supply and install kitchen tiles	m <sup>2</sup>	2		
5.8	Remove and replace kitchen wall sink	no	1		
5.9	Remove and replace kitchen tap set	no	1		
5.10	Remove steel kitchens units and replace with wooden	m <sup>2</sup>	4		
5.11	Replace fluorescent light tubes (1.2m) with LED	no	8		
5.14	Supply and install Light fittings for new lights	no	9		
5.15	Replace wooden doors and double aluminium doors including frame	no	3		
5.16	Remove and replace glazing	m <sup>2</sup>	20		
5.17	Remove and replace cornice	m	50		
5.18	Remove and replace Electrical plug point- single - fit	no	4		
5.19	Remove and replace Electrical light point - fit including luminaries	no	6		
5.20	Supply and installation of wooden stage with podium	m <sup>2</sup>	6		

6	<b>Strip and rebuild male toilets</b>				
6.1	<p>Male toilets (Technical)</p> <ul style="list-style-type: none"> <li>• Demolition of masonry wall × 9m<sup>3</sup></li> <li>• Construction on masonry wall × 20m<sup>2</sup></li> <li>• Supply and install Dual top flush water closet × 2</li> <li>• Supply and install Manual trough urinals × 3</li> <li>• Remove and replace wall hung hand basin × 2</li> <li>• Remove and replace hot and cold mixer chrome basin taps × 2</li> <li>• Supply and install Framed wall mounted mirror × (2m×0.9m)</li> <li>• Remove and replace 600 × 600 ceramic wall tiles × 40m<sup>2</sup></li> <li>• Remove and replace ceiling boards × 9m<sup>3</sup></li> <li>• Remove and replace XPS cornices × 26m</li> <li>• Remove and replace skirting × 26m</li> <li>• Supply and install Automatic hand dryer × 1</li> <li>• Repaint walls × 45m<sup>2</sup></li> <li>• Remove and replace stainless steel paper towel dispenser × 1</li> <li>• Remove and replace floor tiles (600 600) × 9m<sup>3</sup></li> <li>• Remove and replace 20l plastic wall mounted bin × 1</li> <li>• Stainless steel automatic liquid soap dispenser × 1</li> <li>• Remove and replace painted wooden doors × 3</li> <li>• Remove and replace LED lights with fittings × 3</li> <li>• Upgrade internal plumbing</li> </ul>	no	1		
6.2	<p>Female toilets (Technical)</p> <ul style="list-style-type: none"> <li>• Remove and replace dual top flush water closet × 2</li> <li>• Automatic hand dryer × 1</li> <li>• Remove and replace (600 × 600) ceramic wall tiles × 45m<sup>2</sup></li> <li>• Remove and replace ceiling boards × 14m<sup>3</sup></li> <li>• Remove and replace XPS cornices × 26m</li> <li>• Stainless steel paper towel dispenser × 1</li> <li>• Stainless steel automatic liquid soap dispenser × 1</li> </ul>	no	1		

6.3	<p>Kitchen (Technical)</p> <ul style="list-style-type: none"> <li>• Remove and replace ceiling boards × 12m<sup>3</sup></li> <li>• Remove and replace cornices × 14m</li> <li>• Repaint walls × 42m<sup>2</sup></li> <li>• Remove steel cupboards and replace with wooden × 10m<sup>2</sup></li> <li>• Supply and install Hot and cold mixer chrome basin taps × 1</li> <li>• Remove and replace Laminated counter tops × 1</li> <li>• Remove and replace Industrial blinds × 6m<sup>2</sup></li> <li>• Remove and replace skirting × 16m</li> </ul>	no	1		
6.4	<p>Unisex toilets (LED)</p> <ul style="list-style-type: none"> <li>• Remove and replace dual top flush water closet × 2</li> <li>• Remove and replace wall hung hand basin × 1</li> <li>• Supply and install Hot and cold mixer chrome basin taps × 1</li> <li>• Supply and install Stainless steel paper towel dispenser × 1</li> <li>• Remove and replace 20l plastic wall mounted bin × 1</li> <li>• Supply and install Stainless steel automatic liquid soap dispenser × 1</li> <li>• Remove and replace LED lights with fittings × 1</li> <li>• Remove and replace painted wooden doors × 2</li> <li>• Remove and replace (600 × 600) ceramic wall tiles × 12m<sup>2</sup></li> </ul>	no	1		
6.5	<p>Boardroom toilet (LED)</p> <ul style="list-style-type: none"> <li>• Remove and replace painted wooden doors × 1</li> <li>• Remove and replace wall hung hand basin × 1</li> <li>• Remove and replace dual top flush water closet × 2</li> <li>• Supply and install stainless steel paper towel dispenser × 1</li> <li>• Remove shower and replace with urinal × 1</li> <li>• Remove and replace floor tiles (600 600) × 4m<sup>3</sup></li> <li>• Remove and replace ceiling boards × 4m<sup>3</sup></li> <li>• Remove and replace cornices × 8m</li> <li>• Remove and replace skirting × 8m</li> <li>• Supply and install (600 × 600) ceramic wall tiles × 16m<sup>2</sup></li> </ul>	no	1		
<b>Total carried forward to summary</b>					

SCHEDULE	AMOUNT (R)
SCHEDULE A: GENERAL REQUIREMENTS AND PROVISIONS	
SCHEDULE B: SUBTOTAL OF THE WORKS	
SUBTOTAL 1	
ADD 10% CONTINGENCIES	
SUBTOTAL 2	
ADD 15% VAT	
TOTAL CARRIED FORWARD TO PART C1.1 Form of Offer and Acceptance	

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

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# SCOPE OF WORKS

C3.1 EMPLOYER'S OBJECTIVE

C3.2 SITE LOCATION

C3.3 BACKGROUND

C3.4 SCOPE OF WORK

C3.5 WORK PLAN

C3.6 PERFORMANCE

C3.7 ASSIGNMENT COST

### **C3.1 EMPLOYER'S OBJECTIVES**

To appoint a contractor to construct a Parking Bay and Boundary Fencing.

### **C3.2 SITE LOCATION**

GPS Co-ordinates: **27°58'21"S**  
**26°43'59"E**

Cnr Jan Hofmeyer and Tempest Road  
Jim Foucher Park  
Welkom  
9460

### **C3.3 BACKGROUND**

Lejweleputswa District Municipality (Hereafter referred to as LDM) requested the Technical Department to inspect the LDM offices for identification of structural defects. The purpose of this inspection was to highlight any defects that could result in the compromise of the structural and aesthetic integrity of the building. Based on the study a resolution was taken of a need for upgrading and maintenance of areas identified on the inspection.

### **C3.4 SCOPE OF WORK**

The work consists of maintenance of building and electrical work of certain offices, toilets, kitchens and chambers of the Joe Slovo, Setjhaba Lesimole, Emma Tladi and Nelson Mandela buildings.

The work shall include, but is not limited to the following:

#### **General building works** (Quantities as per BoQ)

- Demolition and rebuilding of masonry walls;
- Sealing of cracks and expansion joints;
- Removal and replacement of damaged/unavailable window frames, ceiling boards, blinds, skirting, cornices, air-conditioners, window hands and latches, window glazing (multiple floors), bulletin boards, concrete lintels, fascia boards and kitchen units;
- Removal and re-plastering of walls;
- Masonry wall repair using mesh and ferro-cement;
- Removal repainting of damaged ceiling and walls;
- Strip and rebuild of toilets and kitchens

#### **Electrical works** (Quantities as per BoQ)

- Removal and replacement of all damaged or unavailable lights with similar lighting LED lights;
- Removal and replacement of all damaged/unavailable light fittings;
- Removal and replacement of all damaged/unavailable external floodlights with LED floodlights;

**Note: All measurements are approximated and the contractor shall oversee final measurement prior to ordering**

## **SPECIFICATIONS:**

### **General Building works**

Although not bound in nor issued with this document, the following standardised specifications shall form part of the contract, the editions specified below shall apply:

SANS 10400

SOUTH AFRICAN NATIONAL BUILDING REGULATIONS (NBR)  
STANDARD ELECTRICAL, MECHANICAL & ARCHITECTURAL GUIDELINES FOR THE DESIGN OF ACCESSIBLE BUILDINGS

The following material specification shall apply to the Bill of Quantities as supplied in the building data:

#### **Lintels**

Pre-stressed, precast reinforced cement concrete lintels suitable for double brick wall.

#### **Window frames**

All windows to have red oxide steel frames with hinges, stays and handles, painted to match existing window frames, outward opening and single glazed.

#### **Masonry**

No-load bearing double masonry brick wall with stretcher bond, 10mm bed mortar joints and 10mm perp joint, plastered and painted internally to match existing.

#### **Pollyfilla**

Crack filler Polyfilla interior or a similar approved tough cement based filler which is very hard and weather resistant. The filler should be filled and neat prior to painting.

#### **Ceiling boards**

Ceiling board material to be fire resistant Gypsum boards with a thickness of 12mm or more.

When nailing onto a wooden base use a nail with about 3 times as long as the board thickness and strike it so that the head is sufficiently flatly embedded.

When screwing use a screw of length at least 15 mm longer than the board thickness and tighten the screw head so that it is slightly under the surface of the board.

When overlaying a board on an underlaid board use adhesive and staples.

Drywall joint compound to be applied on all joints and screws.

#### **Fascia boards**

Cement based fascia boards with a thickness of 20mm or more.

#### **Expansion joint sealant**

Expansion joints must be sealed with a flexible, self-levelling sealant like flexible foam filler or a similar approved sealant. The material should extend the depth of the wall and extend the full width of the wall.

#### **Cornices**

100x100mm XPS – Extruded Polystyrene Cornice with a high density and a high resistance to water vapour diffusion and water absorption or as per existing.

#### **Mesh and ferro-cement**

Cement mortar to have sand particle sizes of not more than 2.36mm and less than 1.18mm

Reinforcement to be made of wire mesh consisting of galvanized wire spaced at not more than 10 mm centre to centre and 1 mm in diameter. The metal content must be between 300 kg to 500 kg per cubic meter of mortar.

#### **Blinds/industrial blinds**

Commercial vertical vinyl blinds with 64mm slats and sunlight control

## Paint

Not all paint need be removed prior to repainting. Scrape off old paint not properly adhering, flaking and/or curling up. Where old paint is in good condition and the paints are chemically the same only apply a primer and 1 coat new paint. Where old paint is not in good condition or the paints are not chemically the same, scrape off old paint, apply a primer and 2 coats new paint.

All new paint should match existing paintwork of the municipality for continuity.

## Skirting

19X150mm meranti Skirting

## Air-conditioners

9000 BTU wall mounted Air-conditioners to be supplied and installed

## Window handles and latches

Stainless steel, brass handles and latches

## Glazing

Offices and hallways - Single glazing with clear glass

Bathrooms and other specified locations – Single glazing with frosted glass, shutter windows or obscure glass

## Noticeboards

1800x1200mm Ribbed Aluminium Frame Bulletin Board

## Electrical

LED energy saving bulbs

Light output of 300 – 500 lumen with soft white light

Power Skirting with wall sockets

55 × 82.5mm standard configuration

Down lights

Down lights to be LED

Mercury vapour lamp (External)

Energy saving, high intensity lights

Replace Sodium vapour light with energy saving floodlight

Super bright, anti-flicker and anti-buzz LED floodlights

## Old Chamber Structural and lighting defects

Gloss enamel

Interior/Exterior Self-Priming Masonry Paint

Ceiling boards to rhino boards

12.5mm moisture resistant Rhinoboard Ceiling boards with gypsum rhino Cornice or similar approved, fixed with Rhinobed/concrete nail

Kitchen tiles

600 × 300mm matt/shiny ceramic commercial kitchen wall tiles

Kitchen wall sink

400 × 720 × 195mm stainless steel double sink

Kitchens units

Wooden cupboard design with laminated/water resistant wooden countertops, and stainless steel handles and hinges

Fluorescent light tube

All fluorescent tubes to be replaced with LED T8 tubes or LED-integrated fixtures using existing wiring.

Wooden entrance door

Standard sized solid hardwood doors

### **C3.5 WORK PLAN**

The appointed Contractor will be required to develop a work plan that addresses all the tasks, identify project milestones and assign timelines for conclusion of each task.

### **C3.6 PERFORMANCE**

- The performance of the appointed Contractor will be reviewed regularly based on the approved work plan.
- Should performance be below the required standard according to the work plan, or should project funds not be available, the contract may be terminated through written notification.
- Adequate opportunity to improve performance will be provided to the Contractor through written notices of poor performance.
- The Contractor is to submit a close-out report in the format approved by the institution and all other developed documentation, 7 working days before the last day of the completion of works.

### **C3.7 ASSIGNMENT COST**

- Payment for the assignment will be partially time-based and deliverable based and is based on the percentage of the budget expended during the implementation of the project. A detailed pricing schedule must be provided by the service provider as an attachment, Pricing Schedule 1.

**THE END OF TENDER DOCUMENT.**