

UMKHANYAKUDE DISTRICT MUNICIPALITY



THEMBALETHU SANITATION PROJECT

**CONTRACT SCMU 009/2021/2022
(RE-TENDER)**

**CONSTRUCTION OF CIVIL WORKS FOR THE UPGRADING OF
THE MKUZE WASTEWATER TREATMENT WORKS AT MKUZE**

**CIDB CONTRACTOR GRADING
7CE**

PROCUREMENT DOCUMENT

JANUARY 2022

NAME OF TENDERER	
ADDRESS OF TENDERER	
TELEPHONE	
FAX	
TENDER SUM	

ISSUED BY:

**Umkhanyakude District
Municipality**
Stand 13433 Kingfisher Road
PO Box 449
Mkuze
3965

Tel : (035) 573 8600
Fax : (035) 573 8730



PREPARED BY:

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CLOSING DATE: WEDNESDAY, 02 MARCH 2022; 12h00

CONSTRUCTION OF CIVIL WORKS FOR THE UPGRADING OF THE MKUZE WASTEWATER TREATMENT WORKS AT MKUZE

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T1 TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

TENDER NOTICE



The **UMKHANYAKUDE DISTRICT MUNICIPALITY**
hereby invites tenders for :

Tender Ref No.	Tender Name & Details	CIDB Grading Requirement	Closing Date
SCMU 009/2021/2022 (RETENDER)	Thembaletu Sanitation Project Construction of Civil Works for the Upgrading of the Mkuze Wastewater Treatment Works at Mkuze	Minimum 7CE or higher	02 March 2022

Work on this contract will be in terms of the principles laid down by the **Expanded Public Works Programme** whereby the use of sustainable, labour intensive methods utilizing resources from the target community is to be optimized where possible.

Bidders should be registered with CIDB in a CE class and have a CIDB contractor grading of 7CE or higher. Joint ventures are also eligible to submit bids provided every member of the Joint Venture is registered with the CIDB and a combined grade of the Joint Venture calculated in accordance with the construction industry development regulations is equal to or higher than the specified contractor grading.

Tender documents will be obtained from the National Treasury eTender Portal (www.etenders.gov.za) from Tuesday, 01 February 2022 and no tender document will be issued during the briefing session/site inspection. Tenders to note that the full set of tender documents is made up of the following:

Document No	Description
01	Tender Document SCMU 009/2021/2022
02	Mkuze - Civil Works BOQ
03	Section B, Part C3 - Scope of Works
04	OHS Specification
05	Covid-19 OHS Specification
06	Engineer's QMS
07	Section B, Part C4 – Site Information
07a	Geotechnical Investigations Report
08	Section B, Part C5 - Drawings
09	Set of Tender Drawings

Tenderers are therefore to ensure that they download the full set of documents as detailed above.

A compulsory clarification meeting, will take place on **Friday, 04 February 2022 at 11h00**. Prospective tenderers are required to meet **the Engineer at the Mkuze Wastewater Treatment Work (Coordinates: 27° 36' 36.18"S and 32° 2' 56.53"E) , MKUZE, 3965**. Prospective Tenderers that do not attend the meeting or attend without a tender document will be disqualified.

Technical enquiries can be directed to Technical Services Director, Sabelo Madela: Tel: 035 573 8613

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This tender will be evaluated on an 80/20 preferential procurement system. To be eligible to for evaluation, Tenderers must score a minimum of 60% for functionality as detailed in the Tender Data. Should the tenderer wish to claim any preference points please ensure to submit an original or certified copy of their company's BBEE level status verification certificate with the tender document.

Duly completed tender documents sealed in an envelope marked with the tender number and the closing date are to be deposited into the tender box at **Umkhanyakude District Municipality, Stand No. 13433, Kingfisher Road, Mkuze, 3965 by no later than 12h00 on the closing date** where they will be opened in public. Telegraphic, telefaxed or posted tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued. Requirements for sealing, addressing, delivering, opening and assessment of tenders are stated in the Tender Data.

The Bid Committee of Umkhanyakude District Municipality does not bind itself to accept the lowest or any tender.

Dr SR NTULI
Acting Municipal Manager

T1.2 TENDER DATA

1. GENERAL

The Conditions of Tender reproduced in Section 3 are the Standard Conditions of Tender as contained in Annex F of SANS 294 – *Construction Procurement Processes, Methods and Procedures* which contain references to the Tender Data for details that apply specifically to this tender.

The relevant “Standard for Uniformity in Construction Procurement” incorporates the amendments made up to Board Notice 136 of 2015 in Government Gazette 10684 of 20 January 2017.

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer’s obligations and the Employer’s undertakings in administering the tender process in respect of the project under consideration.

The Tender Data contained hereafter in Section 2 shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the standard Conditions of Tender.

2. TENDER DATA APPLICABLE TO THIS TENDER

F.1.1 The Employer for this Contract is: **Umkhanyakude District Municipality**

F.1.2 Tender Documents

(a) **The Tender Document** consists of the following:

TENDER

T1: Tendering Procedures

T1.1: Tender Notice and Invitation to Tender

T1.2: Tender Data

T2: Returnable Documents

T2.1: List of Returnable Documents

T2.2: Returnable schedules and forms

CONTRACT

Part 1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

C1.2: Contract Data

C1.3: Form of Guarantee

C1.4: Adjudicator’s Contract

Part 2: Pricing Data

C2.1: Pricing Instructions

C2.2: Bill of Quantities

Part 3: Scope of Work

C3: Scope of Work

Part 4: Site Information

C4: Site information

The Tender Document shall be obtained from the Employer or his authorized representative at the physical addresses stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice.

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F.1.4 The Employer's Agent is:

Name : ZIYANDA Consulting
 Address : P.O. Box 809, HILTON, 3245
 Telephone : 033 346 0673
 Fax : 033 346 0692
 Contact Person : Gasam Mlambo
 E-Mail : gasam@ziyandaconsulting.co.za

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

The Employer is not obliged to accept the lowest or any tender offer.

F.2.1 Eligibility

A Tenderer will not be eligible to submit a tender if:

- (a) The contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
- (b) The Tenderer does not have the legal capacity to enter into the contract;
- (c) The contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;
- (d) The Tenderer has a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **7CE** class of construction work;
- (e) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy;
- (f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
- (g) Joint ventures are eligible to submit tenders provided that:
 - Every member of the joint venture is registered with the CIDB;
 - The lead partner has a contractor grading designation in the CE class of work
 - The combined contractor grading designation calculated in accordance with the Construction Industry Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for **7CE** class of construction or a value determined in accordance Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations

TENDERER'S TO TAKE PARTICULAR NOTICE OF THIS CLAUSE AS TENDERERS WHO DO NOT COMPLY HERewith WILL NOT BE CONSIDERED ELIGIBLE.

F.2.7 Site visit and clarification meeting

The arrangements for the compulsory site inspection visit and clarification meeting are as follows:

Location : The site is located within the Mkuze Town
 Date : As per tender advert
 Starting time : As per tender advert

Enquiries and confirmation of attendance at least one full working day in advance regarding the meeting and site inspection may be directed to:

CONSTRUCTION OF CIVIL WORKS FOR THE UPGRADING OF THE MKUZE WASTEWATER TREATMENT WORKS AT MKUZE

Name : Mr Gasam Mlambo
Telephone : 033 346 0673
Email : Gasam@ziyandaconsulting.co.za

Tenderers must sign the Attendance Register in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the Attendance Register

F.2.12 Alternative tenders

If a Tenderer wishes to submit an alternative tender offer, the only criteria permitted for such an alternative tender offer are:

(a) Individual items

Individual items offered as alternatives to items in the Bill of Quantities will only be considered if listed and priced in Form M: *Amendments, Qualifications and Alternatives* in Part 2 of the Contract Document, accompanied by a detailed statement as necessary.

(b) Alternative designs

Where a Tenderer desires to submit an alternative tender involving modifications to the design or method of construction that would alter the character of the tender, the following procedure must be observed:

- (i) The alternative offer must be accompanied by supporting information, drawings, calculations and a priced alternative Bill of Quantities to enable its technical acceptability, construction time and price to be fully assessed. Such information, drawings and Bill of Quantities must be sufficient for the proper evaluation of the tendered alternative, otherwise the offer will not be considered;
- (ii) Any alternative tender involving modifications to the design will be assessed on its merits and may be accepted. An accepted alternative design will become the design for the purpose of the contract.
- (iii) If an alternative design with its priced Bill of Quantities has been accepted, the sum thus tendered for the alternative will not be subject to re-measurement and will be the final amount payable to the Contractor, except only for variations arising from:
 - Changes in design parameters ordered by the Engineer;
 - Changes not arising from any failure or fault of the Contractor, but from modifications requested by the Engineer.
- (iv) A decision whether or not to adopt a technically acceptable modified design will be governed by the amount of the overall saving and the advantages to the Employer which the modified design can be reliably expected to achieve. Matters to be considered in arriving at the overall saving will include the effect of any deferment in starting date arising from extra time needed for the preparation of an amended contract for signature.
- (v) The priced alternative Bill of Quantities must include an amount equal to 5% of the amount tendered therein to cover the Employer's costs of checking the alternative design offered.

F.2.13 Submitting a Tender Offer**F.2.13.5** Tender offers shall be submitted as an original only.

Under no circumstances whatsoever may the tender forms be retyped or redrafted.

F.2.13.6 A two-envelope procedure will not be followed.

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The Employer's address and identification details are as follows:

Location of Tender box:		Umkhanyakude District Municipality Offices in Mkuze
Physical address:		Stand No. 13433, Kingfisher Road, Mkuze, 3965 KwaZulu Natal, South Africa
Identification details	Reference Number	SCMU 009/2021/2022
	Title of Tender	Thembaletu Sanitation Project: Construction of Civil Works for the Upgrading of the Mkuze Wastewater Treatment Works at Mkuze
	Closing Date	Wednesday, 02 March 2022
	Time	12H00
Postal address:		P.O Box 449, Mkuze, 3965

F.2.15 Closing Time

The closing time for submission of Tender Offers is as per tender advert. Telephonic, telegraphic, facsimile, telex, electronic or e-mailed tenders will not be accepted.

F.2.16 Tender Validity

All tenders shall remain valid for a period of one hundred and twenty (120) days after the time and date set for the opening of tenders, or until the Tenderer is relieved of this obligation by the Employer, in writing, at an earlier date. However, the Tenderer may be requested in writing, not later than fourteen (14) days before this validity period will lapse, to extend the validity of this tender for a specific period. The written approval of the Tenderer must then be received before the lapsing of the original validity period, in order to remain valid.

Should a Tenderer –

- Withdraw his tender during the period of its validity; or
- give notice of his inability to execute the contract or fail to execute the contract; or
- fail to sign the contract agreement or furnish the required security within the period fixed in the Contract Data or any extended time agreed to by the Employer;

then he shall be liable for and pay to the Employer –

- all expenses incurred in calling for fresh tenders, if it should be necessary;
- 1) the difference between his tender and any less favourable tender accepted either by fresh tenders being called or by another tender being accepted from those already received;
- any escalation of the final contract price resulting from any delay caused in calling for fresh tenders :

Provided always that the Employer may exempt a Tenderer from the provisions here of, if it is of the opinion that the circumstances justify such exemption.

F.2.19 Access

Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.

F.2.22 Return of Tender Documents

Not applicable.

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F.2.23 Certificates

The following certificates must be provided with the tender:

- Original, Valid Tax Clearance Certificate;
- Joint Venture Agreement and Power of Attorney in case of Joint Ventures;
- VAT Registration Certificate from the South African Revenue Services (SARS);
- Workman's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993);
- Company / CC / Trust / Partnership registration certificates;
- Proof that payment(s) for municipal service(s) is/are up to date; and
- Certified Copies of Identity Document in the case of one-man concerns.
- Proof of preference points claimed in the form of a BBBEE Certificate

F.3.4 Opening of Tender Submissions

The time, date and location for the opening of the tender offers is as follows:

Time: as per tender advert

Date: as per tender advert

Location / Venue: **Umkhanyakude District Municipal Offices, Stand No. 13433, Kingfisher Road, Mkuze.**

F.3.5 The two-envelope system **will not** apply to this tender.

F.3.11 Evaluation of Tender Offers

F.3.11.1 The Umkhanyakude District Municipality has adopted a policy in supporting the legislation applicable to procurement of tenders and management of Construction Contracts. To achieve the RDP principles, an environment conducive to emerging and SMME's Contractors has to be created. Therefore, the procurement policy adopted by Umkhanyakude District Municipality will be implemented in this contract to give effect to Section 217(2) of the Constitution and as published in Government Gazette no 16085, dated 23 November 1994.

F.3.11.3 Tenders will be evaluated in two stages in accordance with the standard tender evaluation **Method 2: Functionality, Financial Offer and Preferences** with the 80/10 Preference Point System. Tenderes will be scored for quality first and only those tenders that meet the specified minimum total score for quality will be considered further. These tenders will then be evaluated on the basis of the 80/20 Preference Points System as follows:

STAGE 1: TEST FOR RESPONSIVENESS / ELIGIBILITY/ FUNCTIONALITYa) Responsiveness/Eligibility

In order for a tender to be considered responsive, it must comply with **ALL** of the following criteria:

- 1) The tender documentation must be completed and signed in all respects;
- 2) Details of equipment offered must be provided in full in the questionnaires provided (if applicable) as addenda to the Bill of Quantities under "Section C- The Contract" and must comply completely with the technical specifications,
- 3) The Contractor must have the required CIDB grading;
- 4) The tender documentation must include all necessary and applicable documentation as listed in F.2.23 above; and
- 5) The tender must comply with the eligibility criteria noted in F.2.1.
- 6) The tender must comply with the acceptance criteria as detailed in F.3.13.1

b) Quality/Functionality

The score for quality is to be calculated using the following formula:

$$W_q = W_2 \times S_o / M_s$$

where:

W₂ = is the percentage score given to quality and equals **100**

S_o = is the score for quality allocated to the submission under consideration

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$M_s =$ is the maximum possible score for quality in respect to the submission

The quality will comprise scores for the following based on criteria indicated in the respective tender returnables and summarised as follows:

Description	Maximum Allocated Points
**Relevant Experience for the Tendering Entity, applicable to last 8 years	15
Financial Capacity	15
Qualifications/ Experience of Key Personnel	18
Occupational Health and Safety Aspects	10
Previous Performance	42
TOTAL MAXIMUM POINTS	100

** Notes

Experience for the Tendering Entity

The relevant experience of the entity will be valid if it covers the construction of water or wastewater treatment works or reinforced concrete water retaining structures with a minimum capacity of 2MI.

Tenderers will be required to submit references completed in the format of a proforma provided in support of Form M. The forms will be submitted for each referenced project and must be duly signed by a contactable registered civil engineering professional (technician, technologist, engineer) registered with Engineering Council of South Africa (ECSA). Failure to comply with this requirement will result in a NIL score for references.

For detailed scoring criteria, the tenderer is referred to **Form M, Item 1**.

Financial Capacity

Financial capacity score will be based on a Bank rating for the sum tendered over the contract duration. Refer to **Form M, Item 2** for scoring details.

Qualifications/Experience of Key Personnel

Scoring for key personnel will be for the following personnel:

- Registered Professional (Contracts Manager)
- Site Agent,
- Site Foreperson,

Refer to **Form M, Item 3** for detailed scoring guide.

Occupational Health and Safety Aspects

The score for Occupational Health and Safety Aspects will be as per the credentials of the proposed safety officer. Refer to **Form M, Item 4**.

Previous Performance

The Tenderer will be rated for previous performance on two randomly selected projects as per criteria indicated on **Form M, Item 5**.

Only tenderers scoring 60% or more for the quality (functionality) scorecard included in Form M in T2.2.1 will be eligible for further evaluation.

STAGE 2 : FINANCIAL OFFER AND PREFERENCES

All tenders that meet **ALL** the stage 1 criteria for responsiveness will progress through to the evaluation phase as set out below:

F.3.11.3 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

For tendered price less than or equal to R50,000,000.00 the **80/20** System will apply

or

For tendered price greater than R5,000,000.00 the **90/10** System will apply

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

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

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit 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.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification

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- 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.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

F.3.13 Acceptance of Tender Offer**F.3.13.1** Tender offers will only be accepted if:

- a) the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations
- b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation, by tender closing date;
- c) the tenderer is not in arrears for more than 3 months with the municipal rates and taxes and municipal services charges;
- d) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- e) the tender has not
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
- f) has completed the Compulsory Enterprise Questionnaires and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interest of the employer or potentially compromise the tender process.
- g) the Tenderer or a competent authorized representative of the Contractor who submitted the tender has attended the compulsory clarification meeting and/or site inspection, as specified;
- h) the tender offer is signed by a person authorized to sign on behalf of the Tenderer;
- i) a Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender, signed by the Commissioner of Oaths.
- j) The Tenderer undertaking regarding health and safety (Form I of the returnables) is fully completed and signed by the Tenderer & OHS Officer and the OHS Officer's qualifications, ID document and registration with SACPCMP are attached.

Annex F: Standard Conditions of Tender

(As contained in Annexure F of Board Notice 86 of 2010: Standards for Uniformity in Construction Procurement)

F.1 General

F.1.1 Actions

F1.1.1. The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F1.1.2. The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of the person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decision taken.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- (a) **conflict of interest** means any situation in which
 - i) someone in a position of trust has competing professional or personal interest which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- (b) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- (c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

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- (d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- (e) **Organisation** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- (f) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

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

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

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

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

F.1.6 Procurement Procedures**F.1.6.1 General**

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

F.1.6.2 Competitive Negotiation Procedure

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

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

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

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

F.1.6.3 Proposal Procedure using two stage system**F.1.6.3.1 Option 1**

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations**F.2.1 Eligibility**

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

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Site visit and clarification meeting

Attend, where required, a site visit and clarification meeting at which tenderers may familiarize

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themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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

F.2.13 Submitting a tender offer

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

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

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

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer.

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Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

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

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

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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offer is sought, offered or permitted.

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings**F.3.1 Respond to requests from the tenderer**

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

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

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

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the Tender Notice until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, will then notify it to all

tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the tenderer's risks and responsibilities under the contract, or

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- affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

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

- a) The gross misplacement of the decimal point in the unit rate,
- b) Omissions made in completing the pricing schedule or bills of quantities or
- c) Arithmetic errors in
 - Line item totals resulting from the product of unit rate and a quantity in bills of quantities or schedule of prices; or
 - The summation of the prices.

F.3.9.2 Notify the tenderers of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.3 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

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F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) 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.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders(including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

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

Where

P_s = Points scored for comparative price of tender or offer under consideration; P_t = Comparative price of tender or offer under consideration; and

P_{\min} = Comparative price of lowest acceptable tender or offer.

- (4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

- (4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- (4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

- (4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

- (4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million

- (5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):

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90/10

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

Where:

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{\min} = Comparative price of lowest acceptable tender or offer.

- (5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B- BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- (5)(c) A maximum of 10 points may be allocated in accordance with subparagraph
- (5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).
- (5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

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

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

where:

N_{FO} is the number of tender evaluation points awarded for price.

W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

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

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring functionality

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

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

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

where:

SO is the score for quality allocated to the submission under consideration;

MS is the maximum possible score for quality in respect of a submission; and

W2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- has the legal capacity to enter into the contract,
- is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by **a court or a** judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- complies with the legal requirements, if any, stated in the tender data, and
- is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F3.19 Transparency in the procurement process

F3.19.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title

- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

T2 Returnable Documents

T2.1 List of Returnable Documents

The Tenderer must complete the following returnable documents:

1 Returnable documents required for tender evaluation purposes only:

REF	DESCRIPTION
MBD2	TAX CLEARANCE CERTIFICATE REQUIREMENTS
MBD4	DECLARATION OF INTEREST
MBD6.1	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011
MBD6.2	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT
MBD8	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
MBD9	CERTIFICATE OF INDEPENDENT BID DETERMINATION
A	Certificate of Attendance at Clarification Meeting
B	Record of Addenda to Tender Documents
C	Certificate of Authority for Joint Ventures / Close Corporation/ Partnership/ Company/ Sole Proprietor (Certified copies of Identity Documents in the case of Sole Proprietor)
D	Registration Certificates of Entities – Joint Ventures / Close Corporation/ Partnership/ Company/ Sole Proprietor.
E	Banking Details
F	Schedule of the Tenderer's Experience Project References completed and signed by registered civil engineering professional
G	Key Personnel
H	Curriculum Vitae Format of Key Personnel
I	Schedule of Plant and Equipment
J	Schedule of Proposed Sub-Contractors
K	Programme
L	Amendments, Qualifications and Alternatives
M	Quality Scorecard
M1	Contractor Performance Assessment Form
N	Copy Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Disease Act No. 130 of 1993)
O	Tax Clearance Certificate
P	Confirmation of Ability to Obtain a Performance Guarantee
Q	B-BBEE Status Level Verification Certificate
R	Declaration of Payment of Municipal Services
S	Tenderer's Undertaking with Regard Health and Safety
T	Affidavit that will be incorporated into the contract

2 Other documents that will be incorporated into the contract:

U	Contractor's Health and Safety Declaration
V	Proforma Forms To Be Completed By Successful Tenderer

3 The offer portion of C1.1: Offer and Acceptance

4 C1.2 Contract Data (Part 2)

5 C2.2 Bills of Quantities

MBD 2**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

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

DECLARATION OF INTEREST**MBD 4**

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

- No bid will be accepted from persons in the service of the state*.
- Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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 Company Registration Number :

3.4 Tax Reference Number :

3.5 VAT Registration Number :

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

3.6.1 If so, furnish particulars

.....

.....

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

3.7.1 If so, furnish particulars

.....

.....

*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.

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

3.8.1 If so, furnish particulars
.....

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

3.9.1 If so, furnish particulars
.....

3.10 Are any of the company’s Directors, Managers, Principle Shareholders or Stakeholders in service of the State? **YES/NO**

3.10.1 If so, furnish particulars
.....

3.11 Are any spouse, child or parent of the company’s Directors, Managers, Principle Shareholders or Stakeholders in service of the State? **YES/NO**

3.11.1 If so, furnish particulars
.....

CERTIFICATION

I, THE UNDERSIGNED

(NAME)

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

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

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

MBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011**

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, 2011.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the.....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.

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

	POINTS
1.3.1.1 PRICE	.....
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	.....
Total points for Price and B-BBEE must not exceed	100

1.4 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.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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 an 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 **“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;
- 2.15 ... ***“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;***
- 2.16 **“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;
- 2.17 **“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
- 2.18 **“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:

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

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{\min} = Comparative price of lowest acceptable bid

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

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit 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.
- 5.3 Bidders other than EMEs must submit 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.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

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 1.3.1.2 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 means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

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? YES / NO (delete which is not applicable)

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

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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-BBE 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.

2.

.....

SIGNATURE(S) OF BIDDER(S)

DATE:.....ADDRESS:.....

MBD 6.2**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT**

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

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

Where

x imported content

y bid price excluding value added tax (VAT)

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

1.7. A bid will be disqualified if:

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

2. Definitions

2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;

2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **“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.

3. **The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Mechanical & Electrical installations	90%
Civil & Building materials	90%

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

IN RESPECT OF BID No.

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

.....

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

I, the undersigned, (full names), do hereby declare, in my capacity as of(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

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

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

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

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

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

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

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

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

MBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

MBD 9

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

MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

MBD 9

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FORM A: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that (*Tenderer*)

of (*address*).....

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

.....

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

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: Signature:

Capacity: Date and Time:

FORM B: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

ADD. No.	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

FORM C: CERTIFICATE OF AUTHORITY OF AN ENTITY

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

(I) Company	(II) Close Corporation	(III) Partnership	(IV) Joint Venture	(V) Sole Proprietor

(I) CERTIFICATE FOR COMPANY

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

Signature of Chairman:

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

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

.....hereby authorise

Mr/Ms.....

acting in the capacity of, to sign all documents

in connection with the tender for Contract No and any contract resulting from it on our behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME	ADDRESS	SIGNATURE	DATE

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

(III) CERTIFICATE FOR PARTNERSHIP

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

.....hereby authorise

Mr/Ms..... acting in the capacity of

....., to sign all documents in connection

with the tender for Contract No and any contract resulting from it on our behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) CERTIFICATE FOR JOINT VENTURE

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

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

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

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

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

(V) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

FORM D: REGISTRATION CERTIFICATE OF AN ENTITY

[Important note to Tenderer: Registration Certificates for Companies, Close Corporations and Partnerships and ID documents for Sole Proprietors, must be inserted here. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement clearly setting out the roles and responsibilities of the parties must be included with particular reference to the guarantees required in terms of the Contract Data. The Joint Venture Agreement must also clearly indicate how payment is to be effected to the entity and distributed to the parties]

Tenderer's must also indicate in the space provided whether they are registered with the CIDB and if so what the registration details are:

(If not registered, attach proof that the enterprise can be registered with the CIDB within 10 days)

Registered Name	Registration Number

FORM E: BANKING DETAILS

Tenderers financial capacity to finance and undertake a contract of this nature will also be checked and consequently it is a requirement that the details below be provided.

NAME OF TENDERER					
NAME OF ACCOUNT HOLDER AT BANK					
TYPE OF ACCOUNT (Please tick)	CURRENT/CHEQUE	<input type="checkbox"/>	SAVINGS	<input type="checkbox"/>	TRANSMISSION
BANK					
BRANCH NAME					
ACCOUNT NUMBER					
BRANCH CODE					
BANK TELEPHONE NO					
BANK ADDRESS					
NAME OF BANK MANAGER					
TELEPHONE NUMBER					
FAX NUMBER					
NO OF YEARS ABOVE ACCOUNT HAS BEEN WITH BANK					
CREDIT FACILITIES AVAILABLE (State Amount)					

Attach a letter from the bank stating the tenderer's bank rating to this page.

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

FORM F: SCHEDULE OF THE TENDERER’S EXPERIENCE

Tenderers are to provide references for a maximum of **FIVE (5)** other recent projects (last eight years) of a similar nature with which the tendering entity has been involved. The information provided here will be used to evaluate the Tenderer’s eligibility to undertake the contract. It is important that the Tenderer ensure that sufficient and legible information is provided to enable the Employer to evaluate the criteria noted in the table in F.3.11.2

List below up to 5 contracts of similar work undertaken as main contractor within the last 8 years						Value/Size of Individual Contracts	Water or Wastewater Treatment Works (state)	Water Retaining Structures (Yes/No)
Contract	Value	Reference						
		Name	Organisation	Tel N°				
1.1						1 contract < R5m or no response		
1.2						R5m < contract < R10m		
1.3						R10m < contract < R15m		
1.4						Contract > R15 million		
1.5								

Note: Similar work (or Projects) means water or wastewater treatment works or reinforced concrete water retaining structures with a minimum capacity of 2Ml

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

Tenderers are to attach the following documents, duly signed by registered civil engineering professionals:

- ***Completion certificates for each referenced project***
- ***Project References using the attached proforma. Tenderers will photocopy this proforma for completion and signature for each referenced project.***

Failure to comply fully with the above requirements may result in a NIL score for each non-compliant submission. .

PROJECT REFERENCE PROFORMA**TENDERER'S COMPETENCE AND PERFORMANCE REPORT
TYPE OF PROJECT: WATER RETAINING REINFORCED CONCRETE STRUCTURES**

Name of Contractor/Tenderer	
Name and Description of Project	
Employer	
Professional Service Provider (Engineering Firm)	
Value of Work	
Contract Duration	
No. of reinforced concrete water retaining structures	
Sizes of reinforced concrete water retaining structures (kilolitres or cubic metres)	

Overall Performance of Service Provider		
Description	Score	Tick Appropriate Scoring
Very Good	100	
Good	90	
Satisfactory	70	
Poor	40	

Any other remarks considered necessary in evaluation of the Service Provider?

Name of Referee		Category of Registration (PrEng, PrTech, etc)	
ECSA Registration No.		Contact Details (telephone and email)	
Role in Contract		Date	
Signature			

Referee's Stamp

FORM G: KEY PERSONNEL

In terms of the Project Specification, all unskilled workers are to be locally sourced.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

Category of Employee	Number of Persons					
	Key Personnel, Part of the Contractor's Organisation		Key Personnel to be imported if not available locally		Unskilled Personnel to be recruited from local community	
	PDI	NON-PDI	PDI	NON-PDI	PDI	NON-PDI
Registered Professional (Civil Works)						
Registered Professional (Electrical/Mechanical Works)						
Contract Manager/Agent						
Site Foreperson						
Artisans and other Skilled Workers						
Unskilled Workers						

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

FORM H: CURRICULUM VITAE FORMAT OF KEY PERSONNEL

The success of this project will largely depend on the ability of the **site foreman** to manage local resources that are largely unskilled. The Tenderer must indicate who they intend using for this function and must list the incumbent’s experience.

Failure to provide proof of a suitable candidate to manage the work on a permanent basis on site during the currency of the contract will result in dis-qualification in terms of Clause F.2.1.

Name:	Years with firm:
Proposed Position:	
Qualifications:	
Professional Registration No: (if applicable)	
NQF 5/7 Registration Number:	
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required Service:</u>	
(Indicate no of years experience in electro-mechanical engineering projects in waste water or water purification plants’activities)	

SIGNATURE:
 (of person authorised to sign on behalf of the Tenderer)

DATE:

FORM I: SCHEDULE OF PLANT AND EQUIPMENT

It is important that the Tenderer be able to demonstrate that he/she has adequate plant and equipment to efficiently execute the proposed scope of works.

The Tenderer's response to this section will be used in assessing the eligibility of the tender offer.

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

Quantity	Description	Size	Capacity

Attach additional pages if more space is required.

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

Quantity	Description	Size	Capacity

Attach additional pages if more space is required.

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

FORM J: SCHEDULE OF PROPOSED SUB-CONTRACTORS

We notify you that it is our intention to employ the following Sub-Contractors for work on this Tender/Contract.				
	Name and Address of Proposed Sub-Contractor	Nature and Extent of Work	CIDB Grading	Previous Experience working with this Sub-Contractor
1.				
2.				
3.				
4.				
5.				

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

FORM L: AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

Notes: (1) *Amendments to the General and Special Conditions of Contract are not acceptable;*

(2) *The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.

(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.

(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

Note: The tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

FORM M: QUALITY SCORECARD

Points for quality must be entered here **by the Tenderer** based on the following Quality Scorecard. **Only Tenderers scoring 60% or more for quality will be considered eligible for evaluation.** Tenderers should supply supporting information to prove points claimed (Form F) or where it's not available in other Returnable Schedules.

1. Criteria: Experience Applicable to last 8 years only: Maximum Score = 15

List below up to 5 contracts of similar work undertaken as main contractor within the last 8 years Projects listed must be selected from those listed in previous Form F on page T.55						Value/Size of Individual Contracts	Points	Score (S)	
Contract	Value	Reference							
		Name	Organisation	Tel N°					
1.1						1 contract < R5m or no response	0		
1.2						R5m < contract < R10m	1		
1.3						R10m < contract < R15m	2		
1.4						Contract > R15 million	3		
1.5									
1.6	Possible Full Points =							15	
1.7	Actual Points Obtained S1 =								

- Note:**
- 1. Similar work (or Projects) means water or wastewater treatment works or reinforced concrete water retaining structures with a minimum capacity of 2Ml**
 - 2. The Tenderer must submit completed and signed Form M1 (Page T.72) from two or more of the five references listed here. Two references will then be used to score Criteria 5a and 5b on Pages T.69 and T.70.**
 - 3. Completion certificates must be attached in order to claim the points (also refer to Form F)**

2. Criteria: Financial Resources (Bank Rating): Maximum Score = 15

2.	Score one of the ratings listed below as reflected on rating received – see Form E of T.54	Points	Score (S)
2.1.	Bank Rating A – Undoubted for the amount of enquiry	15	
2.2	Bank Rating B – Good for the amount of enquiry	12	
2.3	Bank Rating C – Good for the amount quoted if applied strictly in the way of business	10	
2.4	Bank Rating D – Fair trade for the amount of enquiry	8	
2.5	Bank Rating E – Figures considered too high Bank Rating F – Financial Position Unknown Bank Rating G – Dishonour on records Bank Rating H – Frequently Dishonoured	Not eligible to tender	
2.6		Possible Full Points =	15
		Actual Points Obtained S2 =	

Note: Tenderers are to submit a copy of their bank rating attached to Form E on Page T.54

3. Criteria: Experience of Key Personnel: Maximum Score = 18

	Proposed key Personnel	Experience	Points	Score (S)	
3.1	Contracts Manager Name: _____	Relevant Degree or Diploma in Civil Engineering & Professionally registered	3		
		Years of appropriate experience (score one of the categories)	<5	1	
			5 to 10	2	
		>10	3		
3.2	Site Agent/ Project Manager (Note the Site Agent may not be the same person as the Contracts Manager) Name: _____	Relevant Degree or Diploma in Civil Engineering	3		
		Years of appropriate experience (score one of the categories)	<5	1	
			5 to 10	2	
		>10	3		
3.3	Site Supervisor/Foreman Name: _____	Recognized Degree or Diploma in Civil Engineering	3		
		Years of appropriate experience (score one of the categories)	<5	1	
			5 to 10	2	
		>10	3		
3.5	Possible Full Points =		18		
3.6	Actual Points Obtained S3 =				

Note: Curricula Vitae to be attached in Form H: Key Personnel on Page T.59.

**Years of appropriate experience means experience in the construction of water or wastewater treatment works or reinforced concrete water retaining structures
Certified copies of Degrees or Diplomas and professional registration certificates to be attached if points are claimed.**

4. Criteria: Occupational Health and Safety Aspects: Maximum Score = 10

	Proposed key Personnel	Experience	Points	Score (S)						
4.1	Occupational Health and Safety Officer Name:	Relevant Professional Registration with SACPCMP or verification letter Not Registered..... Registered	 0 4							
4.2	Experience	Years of appropriate experience (score one of the categories) <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td><5</td> <td>1</td> </tr> <tr> <td>5 to 10</td> <td>2</td> </tr> <tr> <td>>10</td> <td>3</td> </tr> </table>	<5	1	5 to 10	2	>10	3		
<5	1									
5 to 10	2									
>10	3									
4.3	Qualification	Recognised relevant Degree or Diploma No submission..... Submitted	 0 3							
4.4	Possible Full Points =		10							
4.5	Actual Points Obtained S4 =									

Note: *Curricula Vitae, qualifications, qualifications to be attached in Form S: Contractor’s Undertaking Regarding Health and Safety on page T.78.*
 Years of appropriate experience means experience as an Occupational Health and Safety Practitioner.
 Certified copies of Degrees or Diplomas to be attached if points are claimed.
 Form S: Contractor’s Undertaking Regarding Health and Safety to be signed by the Occupational Health and Safety Practitioner.

5. Criteria: Performance on Two Similar Previous Projects undertaken within the last 8 years: Maximum Score = 42

Note: The two projects to be scored here will be selected by the Employer from the five projects listed in Criteria 1 Experience.
The Employer will use completed Form M1 (page T.72) completed by references and submitted with the Tender to score the Tenderer on previous performance.

PROJECT 1

TO BE COMPLETED BY EMPLOYER WHEN EVALUATING TENDERS

5a.1 Project Name: _____ Value of work carried out by Contractor: R _____

Detail of work carried out by Contractor: _____

Components of Contract (Tick as appropriate)

Component	Included in Works (Y/N)	Capacity (Ml or m ³)
Water Treatment works		
Wastewater treatment Works		
Reservoirs		
Other		

5a.2 Reference: Name: _____ **Organisation:** _____ **Contact Details:** _____

	Qualitative Statements as assessed by Referees (refer to returned form M1)	Points	Score
5a.3	“Contractor’s Management was adequate for the contract”		
5a.4	“Contractor provided suitably qualified Site personnel”	Not true 0	
5a.5	“Contractor complied with Health & Safety requirements”	Partially fulfilled 1	
5a.6	“Contractor’s provided adequate resources for the contract”	Substantially fulfilled 2	
5a.7	“Contractor’s communication and compliance to instructions was good”	Completely fulfilled 3	
5a.8	“Quality of work produced was to drawings and specification”	(Score from returned reference sheet M1)	
5a.9	“Contract was completed on time”		
5a.10	Possible Full Points	21	
5a.11	Actual Points Obtained S5a =		

5. Criteria: Performance on Two Similar Previous Projects undertaken within the last 5 years: Maximum Score = 42

Note: The two projects scored here will be selected and scored by the Employer from the five projects listed in Criteria 1 Experience
 The Employer will use completed Form M1 (page T.72) completed by references and submitted with the Tender to score the Tenderer on previous performance.

PROJECT 2

TO BE COMPLETED BY EMPLOYER WHEN EVALUATING TENDERS

5b.1 Project Name: _____ **Value of work carried out by Contractor:** R _____

Detail of work carried out by Contractor: _____

Components of Contract (Tick as appropriate)

Component	Include in Works (Y/N)	Capacity (Ml or m ³)
Water Treatment works		
Wastewater treatment Works		
Reservoirs		
Other		

5b.2 Reference: Name: _____ **Organisation:** _____ **Contact Details:** _____

	Qualitative Statements as assessed by Referees (refer to returned forms M1)	Points	Score
5b.3	“Contractor’s Management was adequate for the contract”		
5b.4	“Contractor provided suitably qualified Site personnel”	Not true 0	
5b.5	“Contractor complied with Health & Safety requirements”	Partially fulfilled 1	
5b.6	“Contractor’s provided adequate resources for the contract”	Substantially fulfilled 2	
5b.7	“Contractor’s communication and compliance to instructions was good”	Completely fulfilled 3	
5b.8	“Quality of work produced was to drawings and specification”	(Score from returned reference sheet M1)	
5b.9	“Contract was completed on time”		
5b.10	Possible Full Points	21	
5b.11		Actual Points Obtained S5b =	

Total Score for Quality

	Criteria	Possible Full Points	Actual Points Obtained
1	Experience applicable to past 8 years	15	S1=
2	Financial Resources	15	S2=
3	Experience of Key Personnel	18	S3=
4	Occupational health and Safety Aspects	10	S4=
5	Previous Performance on Similar Projects		
	Project 1	21	S5a=
	Project 2	21	S5b=
5	Total Possible Points	100	Total Points Obtained = % Ta =

} To be scored by References and submitted with the Tender

Note: Only Eligible for Evaluation if Total score ≥ 60%

FORM M1: CONTRACTOR PERFORMANCE ASSESSMENT FORM**ASSESSMENT OF CONTRACTOR'S PERFORMANCE BY INDEPENDENT REFERENCE
(CONSULTING ENGINEER)**

Tenderers to submit completed forms from referees with the Tender. Assessment to be signed off by persons registered with ECSA.

Please assess the Contractor (Name:)

on his/her performance on the following Contract. Contract No.

Name/Description of Contract:

.....

Year of execution: Contract value:

Employer:

Contract duration:

Reference's Position in Contract:

	Qualitative Statements as Assessed by Referees	Points Criteria	Score
a)	"Contractor's Management was adequate for the contract"		
b)	"Contractor provided suitably qualified Site personnel"		
c)	"Contractor complied with Health & Safety requirements"	Not true 0 Partially fulfilled 1	
d)	"Contractor's provided adequate resources for the contract"	Substantially fulfilled 2 Completely fulfilled 3	
e)	"Contractor's communication and compliance to instructions was good"		
f)	"Quality of work produced was to drawings and specification"		
g)	"Contract was completed on time"		
	Possible Full Points	21	
		Actual Points Obtained	

Any other comments:

.....

Name of person completing this assessment form (Reference):

ECSA Prof. Reg. No:Representing firm:

Tel:

Signature of Reference/Validator.....

Company Stamp

Date of Assessment:.....

**FORM N: WORKMANS' COMPENSATION REGISTRATION CERTIFICATE (OR PROOF OF
PAYMENT OF CONTRIBUTIONS IN TERMS OF THE COMPENSATION FOR
OCCUPATIONAL INJURIES AND DISEASES ACT NO. 130 OF 1993)**

*[Valid Certified Copy of the Certificate or Proof of Payment thereof obtained from the Workmen's
Compensation Commissioner to be inserted here]*

FORM O: TAX CLEARANCE CERTIFICATE

IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

"Tax clearance certificate

16. No contract may be awarded to a person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS."

2. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the tenderer in every detail and submitted to the Receiver of Revenue** where the tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the tenderer with a Tax Clearance Certificate that will be valid for 6 months from date of issue. **This Tax Clearance Certificate must be submitted in the original with the tender that is before the closing time and date of the tender.**

Each party to a Consortium/Joint Venture/Sub-contractors must complete a separate Tax Clearance Certificate.

Failure to submit an original and valid Tax Clearance Certificate, will invalidate the tender.

TAX CLEARANCE CERTIFICATE

[Tax Clearance Certificate obtained from SARS to be attached to this page]

FORM P: CONFIRMATION OF ABILITY TO OBTAIN A PERFORMANCE GUARANTEE

Attach an original letter of undertaking from a recognized financial institution, confirming the issuing of a performance guarantee equal in value to 10 (ten) % of the tendered amount exclusive of VAT. The letter of undertaking will not oblige the financial institution to issue a performance guarantee, but merely serves as an indication of the tenderers ability to obtain a performance guarantee.

The performance guarantee is to be issued by the institutions as indicated below being:

- For a tender value of less or equal to R 5 mill (excl. of VAT), by a financial service provider registered with the Financial Services Board.
- For a tender value larger than R 5 mill (excl. of VAT), from a registered bank, duly registered in terms of the Banking Act.

Failure to do so may lead to your Tender being disqualified.

FORM Q: B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE ATTACHED TO THIS PAGE IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE

Failure on the part of a bidder to submit a **certified** 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.

FORM R: DECLARATION OF PAYMENT OF MUNICIPAL SERVICES

DECLARATION TO CERTIFY THAT:

THE TENDERER HAS NO UNDISPUTED COMMITMENTS FOR MUNICIPAL SERVICES TOWARDS A MUNICIPALITY OF WHICH PAYMENT IS OVERDUE FOR MORE THAN 30 DAYS

[Proof of Payment to be attached to this page]

DECLARATION

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm, confirms that there are no undisputed commitments for municipal services towards a municipality of which payment is overdue for more than 30 days to my personal knowledge, and save where stated otherwise to the best of my belief both true and correct.

Signature:

Duly authorized to sign on behalf of :

Address:

.....

.....

Telephone:

Date:

FORM S: CONTRACTOR'S UNDERTAKING REGARDING HEALTH AND SAFETY

In terms of Section 16.1 of the Occupational Health and Safety Act No 85 of 1993 as amended in Construction Regulations Gazette No 37305 of 7 February 2014, the Tenderer is required to appoint competent site staff for the duration of the project. This includes the Occupational Health & Safety Officer. For tender purposes, Tenderers are requested to declare their intention to provide an accredited OHS Officer for the duration of the contract.

TENDERER'S UNDERTAKING

The Tenderer therefore hereby makes the following undertaking:

I (*full name & surname*) representing
 (*name of TENDERER*) in my capacity as
 hereby undertake to appoint
 (*full name & surname*) and ID No.
 as the Occupational Health and Safety Officer upon award of this
 contract. Proof of their qualification, ID document and registration with the South African Council for the
 Project and Construction Management Profession (SACPCMP) is attached hereto.

SIGNATURE
 (*On behalf of TENDERER- CEO or Similar*)

DATE

SIGNATURE OF PERSON AUTHORISED TO SIGN TENDER:-

SIGNATURE
 (*On behalf of TENDERER*)

/we understand that failure to comply with this requirement will render our/my tender non response.

OCCUPATIONAL HEALTH & SAFETY OFFICER UNDERTAKING

I (full name & surname) and ID No..... in my capacity as an accredited Occupational Health and Safety Officer hereby undertake to perform the duties required of me in terms of the Occupational Health and Safety Act No 85 of 1993 on behalf of(name of TENDERER) should they be awarded this contract. **Proof of my qualification, ID document and registration with the South African Council for the Project and Construction Management Profession (SACPCMP) are attached hereto.**

I further confirm the following:

1. I have familiarised myself with the OHS specification included as part of Part C3: Scope of Works of the tender document and in particular with reference to Annexures F, G and H.
2. The pricing for the OHS aspects in the total amount of R.....(excluding VAT) as per Sub Section A (page C.20 to C.21) of the schedule of quantities is adequate for the successful compliance with OHS requirements for the detailed scope of works.

SIGNATURE
(OHS Officer)

DATE

FORM T: AFFIDAVIT OF GOOD STANDING THAT WILL BE INCORPORATED INTO THE CONTRACT

The Tenderer hereby certifies that neither it or any of the principals of the enterprise is listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. The Tenderer further certifies that none of its principals have ever been convicted of fraud.

DECLARATION *(to be signed in the presence of a Commissioner of Oaths)*

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the firm, confirms that the contents of this Affidavit are within my personal knowledge, and save where stated otherwise to the best of my belief both true and correct.

Signature:

Duly authorized to sign on behalf:

Address:

.....

.....

Telephone:.....

Signed and sworn to before me at.....on

this theday ofby the Deponent, who

has acknowledged that he/she knows and understands the contents of this Affidavit, that its true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of oaths

NOTE : This affidavit comprises one (1) page all of which must be initialed by both the Deponent and the Commissioner of Oaths

FORM U: CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of the Occupational Health and Safety Act No 85 of 1993 a Contractor may only be appointed to perform key services if the *Purchaser* is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the provisions of the Act.

To that effect a person duly authorised by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993) herein after referred to as the "Act"
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the services specified under this contract in compliance with the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:

(a)	From my own competent resources	*Yes / No
(b)	From my own resources still to be appointed or trained until competency is achieved	*Yes / No
(c)	From outside sources by appointment of competent specialist subcontractors	*Yes / No

(* = delete whatever is not applicable)

4. I confirm that copies of my company's approved Health and Safety Plan, will at all times be available for inspection by the *Purchaser's* personnel, UKDM officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the Act and that I will be liable for any penalties that may be applied for failure to comply with the provisions of the Act.
6. I agree that my failure to complete and execute this declaration to the satisfaction of the *Purchaser* will mean that I am unable to comply with the requirements of the Act and accept that my tender will be prejudiced and may as a result be rejected at the discretion of the *Purchaser*.

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

FORM V: PROFORMA FORMS TO BE COMPLETED BY SUCCESSFUL TENDERER

- 7) PERFORMANCE GUARANTEE
- 8) DISCLOSURE STATEMENT
- 9) ADJUDICATION BOARD MEMBER AGREEMENT
- 10) PRO FORMA NOTIFICATION FORM IN TERMS OF OHSA 1993 CONSTRUCTION REGULATIONS 2003

PRO FORMA PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

Physical address

“Employer” means:

“Contractor” means:

“Engineer” means:

“Works” means:

“Site” means:

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

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

Amount in words:

“Guaranteed Sum” means: The maximum aggregate of R

Amount in words:

“Expiry Date” means: the date of issue of the Certificate of Completion of the Works by the Engineer.

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

- 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate’s Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate’s Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate’s Court.

Signed at

Date

Guarantor’s signatory (1)

Capacity

Guarantor’s signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

PRO FORMA ADJUDICATION BOARD MEMBER AGREEMENT

(Please note that words in italics within brackets are items which should be stated)

This Agreement is entered into between:

Adjudication Board Member: *(Name, physical address, postal address, email address, fax number, telephone number and mobile number)*.

Contractor: *(Name, physical address, postal address, email address, fax number, telephone number and mobile number)*.

Employer: *(Name, physical address, postal address, email address, fax number, telephone number and mobile number)*.

The Contractor and the Employer will hereinafter be collectively referred to as the Parties.

The Parties entered into a Contract for *(name of project)* which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Second Edition, 2010, must be referred to *(ad-hoc adjudication/standing adjudication)*.

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Engineer for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Members as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent travelling:
 - a. A monthly retainer of *(amount)* for *(number)* of months, and /or
 - b. A daily fee of *(amount)* based on a *(number)* hour day, and/or
 - c. A hourly fee of *(amount)*, and/or

d. A non-recurrent appointment fee of (*amount*) which shall be accounted for in the final sums payable.

8. The Adjudication Board Member’s expenses incurred in adjudication work shall be reimbursed at cost.

Upon submission of an invoice for fees and expenses to the Parties, the (*Contractor/Employer**) shall pay the full amount within 28 days of receipt of the invoice and he shall be reimbursed by the other party by half the amounts so that the fees and expenses are borne equally by the Parties. Late payment of such invoice shall attract interest at prime plus 3% points compounded monthly at the prime rate charged by the Adjudication Board Member’s bank.

This Agreement is entered into by:

Contractor’s signature:
Contractor’s name:
Place:
Date:

Employer’s signature:
Employer’s name:
Place:
Date:

Adjudication Board Member’s signature:
Adjudication Board Member’s name:
Place:
Date:

**Delete the inapplicable party*

PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2003

[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2003, to the office of the Department of Labour]

- 1. (a) Name and postal address of Contractor:.....
.....
- (b) Name of Contractor's contact person:
Telephone number:
- 2. Contractor's workman's compensation registration number:
- 3. (a) Name and postal address of client:
.....
- (b) Name of client's contact person or agent:
Telephone number.....
- 4. (a) Name and postal address of designer(s) for the project:
- (b) Name of designer's contact person:
Telephone number.....
- 5. Name of Contractor's construction supervisor on site appointed in terms of Regulation 6(1): Telephone number:
- 6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2).
.....
- 7. Exact physical address of the construction site or site office:
- 8. Nature of the construction work:
- 9. Expected commencement date:
- 10. Expected completion date:
- 11. Estimated maximum number of persons on the construction site:
- 12. Planned number of subcontractors on the construction site accountable to Contractor:
- 13. Name(s) of subcontractors already chosen:
-
-
-

SIGNED BY:

CONTRACTOR: DATE:

CLIENT:

VOLUME 2: CONTRACT

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C1 AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

A: OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

CONTRACT SCMU 009/2021/2022

CONSTRUCTION OF CIVIL WORKS FOR THE UPGRADING OF THE MKUZE WASTEWATER TREATMENT WORKS AT MKUZE

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable 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 the conditions of contract identified in the contract data.

Signature: (*of person authorized to sign the tender*):

Name: (*of signatory in capitals*):

Capacity: (*of Signatory*):

Name of Tenderer: (*organisation*):

Address:
.....

Telephone number: **Fax number:**

Witness:

Signature: Name:

Date:

B: 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 include this agreement)
- Part C2 Pricing data
- Part C3 Scope of work
- Part C4 Site information

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable 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 form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Tenderer (now Contractor) within five working 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: *(in capitals)*

Capacity:

Name of Employer : UMKHANYAKUDE DISTRICT MUNICIPALITY

Address: Stand No. 13433, Kingfisher Road, Mkuze, 3965

Witness:

Signature: Name:

Date:

C: SCHEDULE OF DEVIATIONS

Notes:

- 1. The extent of deviations from the tender documents issued by the Employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
- 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 becomes 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. **Details:**

Details:
.....
.....

4. **Subject:**

Details:
.....
.....

CONSTRUCTION OF CIVIL WORKS FOR THE UPGRADING OF THE MKUZE WASTEWATER TREATMENT WORKS AT MKUZE

By the duly authorised representatives signing this agreement, 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 returnable 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:

For the Employer:

Signature

Name

Capacity

Name and address of organisation:

Name and address of organisation:

Witness Signature

Witness Name

Date

D: CONFIRMATION OF RECEIPT

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

the _____ (day)

of _____ (month)

20 _____ (year)

at _____ (place)

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

**Signature and Name
of Witness:**

.....
Signature

.....
Name

C1.2 CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works Third Edition 2015 published by the South African Institution of Civil Engineering are applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947, Fax: 011-805 5971 and www.saice.org.za).

The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

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

VARIATIONS TO THE GENERAL CONDITIONS OF CONTRACT

PART 1 : DATA TO BE PROVIDED BY THE EMPLOYER

REF. CLAUSE NO.	DATA BY EMPLOYER	
1.1.13	The Defects Liability Period is:	12 months
1.1.1.15	The name of the Employer is:	Umkhanyakude District Municipality
1.1.1.26	The Pricing Strategy is:	Re-measurement
1.2.1.2	The address of Employer:	
	Physical	Postal:
	Stand No. 13433	P O Box 449
	MKUZE, 3965	MKUZE, 3965
	Telephone No: (035) 573 8600	Fax No: (035) 573 1386
1.1.1.16	Name of Engineer	ZIYANDA Consulting cc, represented by Stanley Mgutshini PrEng
1.2.1.2	Address of Engineer:	
	Physical:	Postal:
	35 Ridge Road	P O Box 809
	Scottsville	
	PIETERMARITZBURG, 3100.....	HILTON
	3200	3245
	Telephone No : (033) 346 0673	Fax No: (033) 346 0692
	E-mail: ziyanda@ziyandaconsulting.co.za	

CONSTRUCTION OF CIVIL WORKS FOR THE UPGRADING OF THE MKUZE WASTEWATER TREATMENT WORKS AT MKUZE

REF. CLAUSE NO.	DATA BY EMPLOYER
5.3.1	The documentation required before commencement with Works execution are:
	<ul style="list-style-type: none"> • Health and Safety File (Refer to Clause 4.3) • Initial programme (Refer to Clause 5.6) • Performance guarantee (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6)
5.3.2	The time to submit the documentation required before commencement with Works execution is: 14 Days
	Non-working days are: Sundays
5.8.1	The special non-working days are: <ol style="list-style-type: none"> 1) Public holidays 2) The year-end break which commences on the first working day after 15 December and ends on the first Tuesday after 5 January of the next year.
5.13.1	The penalty for failing to complete the Works is: R3 000.00 excluding VAT per calendar day.
5.16.3	The latent defect period is: 10 years
6.2.1	<p>Security: The security to be provided by the Contractor shall be a Performance Guarantee of 10% of the contract sum (delivered within the time stated in 5.3.2 above) plus a retention of 5% of the value of the works</p> <p>The liability of the Performance Guarantee is provided by the Contractor shall be up to the issue of the Certificate of Completion, when the Guarantee shall be returned to the Contractor.</p> <p>Where a Performance Guarantee is provided by the Contractor, Retention monies shall be deducted at 10% per payment claim, to a maximum of 5% of the value of the works.</p>
6.2.3	Performance Guarantee: "Expiry date means date of issue of certificate of completion of the project.
	Daywork:
6.5.1.2.3	<p>The percentage allowances to cover overhead charges:</p> <ul style="list-style-type: none"> • 10% of the gross remuneration of workmen and foremen actually engaged in the daywork; and • 10% on the net cost of materials actually used
6.8.2	<p>Price Adjustment will be applicable 12 Months after the tender closing date.</p> <p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>The value of "x" is 0.1</p> <p>The values of the coefficients are:</p> <p>A = 0.40 B = 0.10 C = 0.45 D = 0.05</p> <p>Base Month = Month before closing of tenders</p>
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: 80% provided indemnity in favour of the Employer is provided from both the supplier and the Contractor.
6.10.3	The limit of retention money is: The percentage retention on the amounts due to the Contract is 10% of the contract value.
8.6.1	INSURANCE EFFECTED BY THE EMPLOYER

CONSTRUCTION OF CIVIL WORKS FOR THE UPGRADING OF THE MKUZE WASTEWATER TREATMENT WORKS AT MKUZE

	<p>The Employer will insure all projects under a value of R650 000 (including VAT but excluding contingencies). All projects with a value in excess of R650 000 shall be insured by the Contractor.</p> <p>INSURANCE EFFECTED BY THE CONTRACTOR</p> <p>a) The Contractor and Sub-contractor shall where applicable provide as a minimum the following:</p> <p>CONTRACT WORKS AND SASRIA SPECIAL RISKS INSURANCE – which will provide cover against accidental physical loss or damage to the Works, Temporary Works and materials intended for incorporation in the Works.</p> <p>PUBLIC LIABILITY INSURANCE – which will provide indemnity against legal liability in the event of accidental death of or injury to third persons and/or loss of or damage to third party property arising directly from the execution of the contract and occurring during the period of insurance with a limit of indemnity of R 10 000 000.00 in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause.</p> <p>OTHER INSURANCE:</p> <p>Other insurances that should be provided by the Contractor to limit his risk exposure, but which are not mandatory include the following:</p> <p>i) Insurance of Construction Plant and Equipment (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement;</p> <p>ii) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act (COID) Act No 130 of 1993;</p> <p>iii) Employers Common Law Liability Insurance with a limit of indemnity of not less than R 1 000 000.00;</p> <p>iv) Motor Vehicle Liability Insurance comprising (as a minimum) "balance of Third Party" Risks including Passenger Liability indemnity of not less than R 1 000 000.00 (one million Rand) ; and</p> <p>v) ...Where the Contract involves manufacturing and/or fabrication of the Works or parts thereof at premises other than at the Contract Site the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such Works during manufacture or fabrication then such interest shall be noted by the endorsement to the relevant Policies of Insurance.</p> <p>b) In the event of any occurrence which is likely to or could give rise to a claim under insurances arranged by the Employer the Contractor shall:-</p> <p>(i) in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Brokers or the Insurers by telephone, telefax giving the circumstances nature and an estimate of the loss or damage or liability;</p> <p>(ii) complete a claims advice form available from the insurance brokers to whom the form must be returned without delay; and</p> <p>(iii) Negotiate the settlement of claims with the Insurers through the Employer's insurance brokers and shall when required to do so obtain the Employer's approval of such settlement.</p> <p>c) Where insurance is arranged by the Employer:</p> <p>(i) The Employer and Insurers shall have the right to make all and any queries on the site of the Works or elsewhere as to the cause and the results of any such occurrence and the Contractor shall co-operate in the carrying out of such enquiries;</p>
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CONSTRUCTION OF CIVIL WORKS FOR THE UPGRADING OF THE MKUZE WASTEWATER TREATMENT WORKS AT MKUZE

	<p>(ii) The Contractor will be liable for the amount of the Deductible (First Amount Payable) in respect of any claim made by or against the Contractor or Sub-contractors under the insurance effected by the Employer.</p> <p>The Deductible (First Amount Payable) for which the Contractors are responsible and which are applicable in respect of each and every occurrence or series of occurrences attributable to one source or original cause giving rise to loss or damage or liability indemnifiable are as follows: -</p> <p>1) Under the Contract Works Insurance shall be:-</p> <p>i) Custody and Control R 50 000.00 ii) Any other Cause R 25 000.00</p> <p>2) Under the Public Liability Insurances in respect of loss of or damage to property shall be:-</p> <p>i) Underground Services R 10 000.00 ii) Any Other Cause R 5 000.00</p> <p>3) Under any other insurance shall be as specified in such insurance policy.</p> <p>(iii) Any amount which becomes payable to the Contractor or any of his Sub-contractors as a result of a claim under the Contract Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations and liabilities or responsibilities in terms of the Contract.</p>
8.6.1.1.3	Amount to cover professional fees for repairing damage and loss: 14% of required amount
10.5.1	Dispute resolution: Standing Adjudication Board
10.5.3	The number of Adjudication Board Members to be appointed is: One
10.7.1	Dispute Determination: Arbitration
	ADDITIONAL CLAUSES
1.1.1.5	<p>Commencement Date: "commencement Date" means a date determined by the Employer and communicated to the Contractor at the "Site Hand Over Meeting" which meeting is to take place within 14 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect and such Commencement Date is to be within 14 days from the date of the Site Handover Meeting.</p> <p>"Site Hand Over Meeting" means the meeting arranged by the Engineer to communicate the commencement date to the Contractor, to instruct Contractor to Commence execution of the works on the commencement date as per Clause 5.3.1, to provide the Contractor with the necessary details and documentation to execute the works and for the Employer to give the Contractor right of access to the Site, as per Clause 5.4.1.</p>
4.4.2	<p>Subcontracting The contractor will be required to subcontract up to a maximum of 30% of the work to local subcontractors. The work to be subcontracted will be agreed with the Employer</p>

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

CONSTRUCTION OF CIVIL WORKS FOR THE UPGRADING OF THE MKUZE WASTEWATER TREATMENT WORKS AT MKUZE

PART 2 : DATA TO BE PROVIDED BY CONTRACTOR

REF. CLAUSE No	DATA BY CONTRACTOR																
1.1.1.9	Name of Contractor:																
1.2.1.2	Address of Contractor: Physical: Postal:																
	E-mail: Telephone No: Fax No:																
1.1.1.14	Time for achieving Practical Completion of the whole of the Works is: (weeks) Tenderer to insert time																
6.2.1	<p>The security to be provided by the Contractor shall be one of the following: <i>VAT is to be excluded from the Contract Sum/ value of Works for calculating the percentages</i></p> <table border="1"> <thead> <tr> <th>Type of Security</th> <th>Contractor's choice Indicate "Yes" or No"</th> </tr> </thead> <tbody> <tr> <td><i>Is Value Added Tax included in the Contract Sum and value of Works for calculating percentages?</i></td> <td></td> </tr> <tr> <td>Cash deposit of% of the Contract Sum</td> <td></td> </tr> <tr> <td>Performance Guarantee of% of the Contract Sum</td> <td></td> </tr> <tr> <td>Retention of% of the value of Works</td> <td></td> </tr> <tr> <td>Cash Deposit of% of the Contract Sum plus Retention of% of the value of Works</td> <td></td> </tr> <tr> <td>Performance Guarantee of% of the Contract Sum plus Retention of% of the value of Works</td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	Type of Security	Contractor's choice Indicate "Yes" or No"	<i>Is Value Added Tax included in the Contract Sum and value of Works for calculating percentages?</i>		Cash deposit of% of the Contract Sum		Performance Guarantee of% of the Contract Sum		Retention of% of the value of Works		Cash Deposit of% of the Contract Sum plus Retention of% of the value of Works		Performance Guarantee of% of the Contract Sum plus Retention of% of the value of Works			
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CONSTRUCTION OF CIVIL WORKS FOR THE UPGRADING OF THE MKUZE WASTEWATER TREATMENT WORKS AT MKUZE

6.8.3	Price variation for special materials:(Indicate "Yes" or No")																										
	<table border="1"> <thead> <tr> <th style="width: 60%;">Type of Special Material</th> <th style="width: 20%;">Unit</th> <th style="width: 20%;">Rate</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>			Type of Special Material	Unit	Rate																					
	Type of Special Material	Unit	Rate																								
Rate of price for base month of:																											
6.8.2	Rate of price for base month of:																										

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

C1.2.2 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between

(hereinafter called the Employer) of the one part, herein represented by:

In his capacity as:

AND:

(hereinafter called the Contractor) of the other part, herein represented by:

in his capacity as:

duly authorized to sign on behalf of the Contractor.

WHEREAS the Contractor is the Mandatory of the Employer in consequence of an agreement between the Contractor and the Employer in respect of

CONTRACT No. SCMU 009/2021/2022:

for the construction, completion and maintenance of the works;

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

NOW THEREFORE the parties agree as follows:

1. The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the regulations promulgated in terms thereof.
2. The Contractor undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations: Provided that should the Employer have prescribed certain arrangements and procedures that same shall be observed and adhered to by the Contractor, his officials and employees. The Contractor shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the Act and Regulations, and the Contractor expressly absolves the Employer and the Employer's Consulting Engineers from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to take such steps it may deem necessary to remedy the default of the Contractor at the cost of the Contractor.

CONSTRUCTION OF CIVIL WORKS FOR THE UPGRADING OF THE MKUZE WASTEWATER TREATMENT WORKS AT MKUZE

5. The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at for and on behalf of the **CONTRACTOR**
on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed at for and on behalf of the **EMPLOYER** on this
the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specification) and the Drawings.

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with Civil Engineering Quantities 1990 issued by the SA Institution of Civil Engineers.

The short descriptions of the items in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the Standardized Specifications and the Particular Specifications, read together with the relevant clauses of the Project Specification and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to re-measuring during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2010. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any unauthorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.

5. PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the

CONSTRUCTION OF CIVIL WORKS FOR THE UPGRADING OF THE MKUZE WASTEWATER TREATMENT WORKS AT MKUZE

items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer shall fill in rates for all items where the words "rate only" appears in the "Total" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

All rates and amounts quoted in the Bill of Quantities shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities.

6. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialed by the Tenderer.

7. ARITHMETICAL ERRORS

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication or addition, will be corrected by the Engineer at the tender evaluation stage, in accordance with the procedure set out in the Tender Data.

8. MONTHLY PAYMENTS

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2015, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress installments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

9. UNITS OF MEASUREMENT

For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Tenderer tenders to do the work
Amount	:	The quantity of an item multiplied by the tendered rate of the (same) item
Sum	:	An amount tendered for an item, the extent of which is described in the Bill of

Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Non-standard abbreviations which may appear in the Bill of Quantities are as follows:

No.	=	number	PC sum	=	Prime cost sum
%	=	percent	Prov sum	=	Provisional sum

10. PRODUCT NAMES OR SIMILAR APPROVED

Wherever reference has been made to product names, it also includes all similar UKDM approved product names. Should alternative products be included, all relevant information to be supplied for approval by the UKDM.

11. LABOUR INTENSIVE ITEMS

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

Where minimum labour intensity is specified by the design the contractor is expected to use his/her initiative to identify additional activities that can be done labour intensively in order to comply with the set minimum labour intensity target.

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

C2.2 BILL OF QUANTITIES**SUMMARY OF BILL OF QUANTITIES**

SECTION A	PRELIMINARY AND GENERAL	R
SECTION B	EARTHWORKS	R
SECTION C	CONCRETE WORKS	R
SECTION D	BRICKWORK AND PLASTER.....	R
SECTION E	PIPEWORK.....	R
SECTION F	STEELWORKS AND METAL WORKS	R
SECTION G	SUNDRIES.....	R
SECTION H	DAYWORKS	R
SUBTOTAL	.....	R
ADD CONTINGENCIES @ 10%	.....	R
SUBTOTAL	.....	R
ADD CONTRACT PRICE ADJUSTMENT (CPA) @ 5%	.....	R
SUBTOTAL	.....	R
ADD VAT @ 15 %	.....	R
TOTAL CARRIED TO THE FORM OF OFFER ON PAGE C.2	.....	R

SIGNED ON BEHALF OF TENDERER:
(of person authorised to sign on behalf of the Tenderer)