



**uPHONGOLO MUNICIPALITY**

***BELGRADE SPORTSFIELD AND HALL PRE-STRESSED CONCRETE  
PERIMETER FENCING***

***BID No:626/05/21***

***CIDB CATEGORY 3SQ/GB PE OR HIGHER***

|                              |                                                        |
|------------------------------|--------------------------------------------------------|
| <b>BID SUM</b>               |                                                        |
| <b>NAME OF TENDERER</b>      |                                                        |
| <b>ADDRESS OF TENDERER</b>   |                                                        |
| <b>TELEPHONE</b>             |                                                        |
| <b>FAX</b>                   |                                                        |
| <b>CONSTRUCTION DURATION</b> | <b>12 WEEKS (Inclusive of holidays &amp; Weekends)</b> |

**BID CLOSING DATE: 28 May 2021@12H00**

**Issued by:**

uPhongolo Municipality  
61 Martin Street  
uPhongolo  
3170  
**Telephone No:** 034 413 1223

**Prepared by:**

TJM Consulting Engineers (Pty) Ltd  
05 Swordfish Street, Meerensee  
Richards Bay  
3900  
**Telephone No:** 079 785 0493



**EXPANDED PUBLIC WORKS PROGRAMME  
CONTRIBUTING TO A NATION AT WORK**

**Bid No: 626/05/21**

**BELGRADE SPORTS FIELD AND HALL PRE-STRESSED CONCRETE PERIMETER FENCING**

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**BID DOCUMENT CHECKLIST**

Bidders must complete this document checklist to ensure that all information is completed in the Bid Document.

| <b>ITEMS</b> |                                                                                              | <b>CHECKED<br/>Contractor</b> |
|--------------|----------------------------------------------------------------------------------------------|-------------------------------|
| <b>1)</b>    | Correct Bid Offer Amount carried forward to Cover Page and Form of Offer on Section C.1..... | <input type="checkbox"/>      |
| <b>2)</b>    | All pages requiring signatures signed by the Bidder .....                                    | <input type="checkbox"/>      |
| <b>3)</b>    | Bill of Quantities / Schedule of Quantities.....                                             | <input type="checkbox"/>      |
| i)           | Completed in <b><u>BLACK INK</u></b> only .....                                              | <input type="checkbox"/>      |
| ii)          | Corrections crossed out and initialled.....                                                  | <input type="checkbox"/>      |
| <b>4)</b>    | All Returnable Documents and Schedules submitted.....                                        | <input type="checkbox"/>      |
| A            | Authority for Signatory.....                                                                 | <input type="checkbox"/>      |
| B            | Record of Addenda to Bid Documents .....                                                     | <input type="checkbox"/>      |
| C            | Certificate of Bidder's Attendance at the Clarification Meeting .....                        | <input type="checkbox"/>      |
| D            | Occupational Health and Safety Act Specifications .....                                      | <input type="checkbox"/>      |
| E            | Form Concerning fulfilment of the Construction Regulations, 2003 .....                       | <input type="checkbox"/>      |
| F            | Estimated Monthly Expenditure.....                                                           | <input type="checkbox"/>      |
| G            | Rates for Special Materials .....                                                            | <input type="checkbox"/>      |
| H            | Compulsory Enterprise Questionnaire .....                                                    | <input type="checkbox"/>      |
| I            | Joint Venture Disclosure Form .....                                                          | <input type="checkbox"/>      |

**BID No: 626/05/21**

**BELGRADE SPORTS FIELD AND HALL PRE-STRESSED CONCRETE  
PERIMETER FENCING**

**PART 1: BIDDING PROCEDURES**

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## PART T1: BIDDING PROCEDURES

### T1.1: INVITATION TO TENDER NOTICE



#### UPHONGOLO MUNICIPALITY

#### RE-ADVERTISEMENT

| BID NUMBER | PROJECT NAME                              | CIDB GRADING | CONSULTANTS                                                                                                                     | TENDER CLOSING DATE |
|------------|-------------------------------------------|--------------|---------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 626/05/21  | Fencing of Belgrade Sports Field and Hall | 3SQ/GB PE    | TJM Consulting Engineers (PTY) Ltd (079) 785 – 0493; <a href="mailto:tjmconsultingeng@gmail.com">tjmconsultingeng@gmail.com</a> | 28 May 2021 @12H00  |

#### SITE INSPECTION

No compulsory site briefing and site inspection due to the Presidential measures and restrictions issued on the COVID-19 Virus declaring a National Lockdown. Tender Documents will be available on the municipal website [www.uphongolo.gov.za](http://www.uphongolo.gov.za) and e-tender portal <https://etenders.treasury.gov.za> as from 14 May 2021.

**Prospective bidders may contact site consultant if they want to do site inspection so that they can send them GPS co-ordinates.**

Sealed bids marked: **“Contract No.** must be placed in the bid box at uPHONGOLO Local Municipality at 61 Martins Street, Pongola 3170 **on or before the closing date** and will be opened directly thereafter and the Bid result will be published on municipal website within three (3) days as there will be no public opening due to COVID - 19.

The following conditions will apply:

- Prices must be valid for ninety (90) days from bid closing date.
- Prices quoted must be inclusive of VAT.
- A firm delivery period must be indicated.
- Local Production and Content is required to some items as per designated sectors from Department of Trade and industry designated sectors will be attached on the tender document.
- Bids will be evaluated in accordance with the applicable Preferential Point Scoring System as set out in the Councils Supply Chain Management Policy. The following form, MBD 1, MBD 2, MBD 4, MBD5 for procurement above R10 000 000.00, MBD 6.1, MBD 6.2 MBD 8 and MBD 9 must be completed and submitted with the bid.
- **Bidders are required to, together with their bids, submit an original and valid B-BBEE Status Level Verification Certificates or certified copies thereof to substantiate their B-BBEE rating claims.**
- Bids that are late or incomplete will not be considered, whilst the lowest or only bid will not necessarily be accepted. Bids per fax or E-mail will also not be considered.
- A CIDB registration is required to qualify for this bid. Bidders who do not comply with this condition will not be considered.
- A valid Tax Clearance Compliance Status Pin Certificate must accompany all bids.
- The 80/20 preferential points system, as determined by the Preferential Procurement Policy Framework Act (Act 5 of 2000) will be employed to evaluate this bid.
- Bids must be accompanied with CIPRO documentation **to verify ownership.**

For any further information contact the Consulting Engineers at the above – mentioned contacts or Technical enquiries contact Mr JV Nkosi (034) 413 - 1223 [cfo@uphongolo.gov.za](mailto:cfo@uphongolo.gov.za) and Mr TP Masinga for Supply Chain related enquiries on (034) 413 – 1223 ext.127 or [thokozaanim@uphongolo.gov.za](mailto:thokozaanim@uphongolo.gov.za)

uPHONGOLO Local Municipality reserves the right to accept any Bid or part of any Bid and is not bound to accept the lowest or any other Bid or to furnish any reason for the acceptance or rejection of a Tender.

#### NO LATE, E-MAIL, POSTED OR FAXED BIDS WILL BE ACCEPTED

The evaluation of the Bid will be conducted in two stages: Firstly, the assessment of Functionality will be done in terms of the evaluation criteria and the minimum threshold, thereafter the qualifying Bids are evaluated in terms of the 80/20 preference point system, where the 80 points are used for price and the 20 points are used for BBBEE status level of contribution.

**MR JV NKOSI**  
**ACTING MUNICIPAL MANAGER**

**MBD 1  
INVITATION TO BID**

**B1.** YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE uPHONGOLO MUNICIPALITY

BID NUMBER: 626/05/21

CLOSING DATE: 28 May 2021

CLOSING TIME: 12h00.

DESCRIPTION: BELGRADE SPORTS FIELD AND HALL PRE-STRESSED CONCRETE PERIMETER FENCING

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**The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).**

---

DEPOSITED IN THE BID BOX SITUATED AT uPHONGOLO MUNICIPALITY, 61 MARTIN STREET, PONGOLA, 3170

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

**B2.** ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**B3. NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)**

**THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER.....

POSTAL ADDRESS.....

STREET ADDRESS.....

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER.....

FACSIMILE NUMBER CODE .....NUMBER.....

E-MAIL ADDRESS.....

VAT REGISTRATION NUMBER.....

HAS A VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2) YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION  
SYSTEM (SANAS) ..... ☐

A REGISTERED AUDITOR.....☐  
(Tick applicable box)

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO  
QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES  
/WORKS OFFERED? .....YES  
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER .....

DATE.....

CAPACITY UNDER WHICH THIS BID IS SIGNED.....

TOTAL BID PRICE.....TOTAL NUMBER OF ITEMS OFFERED.....

---

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Municipality:** uPhongolo Municipality

**Department:** Technical

**Contact Person:** Mr JV Nkosi

**Tel:** 034 413 1223

**Fax:** 034-413 1706

**1.2: BID DATA**

## T1.2 BID DATA

### GENERAL

The Conditions of Bid applicable to this contract are the Standard Conditions of Bid as contained in Annexure F of the CIDB *Standard for Uniformity in Construction Procurement*, and as *Annex A* of the CIDB *Standardized Construction Procurement Documents for Engineering and Construction Works (8 August 2005)*, reproduced hereafter, without any changes, as an Appendix to the Bid Data, for the convenience of Bidders.

The Bid Data make several references to the Standard Conditions of Bid for details that apply specifically to this bid. The Bid Data shall have preference in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Bid.

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

#### F.1.1 Actions

The Employer for this Contract is the instance named in the **Contract Data**.

#### F.1.2 Bid Documents

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

##### THE BID

###### **T1: Bidding Procedures**

T1.1: Bid Notice and Invitation to Bid

T1.2: Bid Data

###### **T2: Returnable Documents**

T2.1: List of Returnable Documents

T2.2: Returnable schedules

##### THE 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 Appointment

C1.5: Agreement in terms of the OHSA No 85 of 1993

###### **Part 2: Pricing Data**

C2.1: Pricing Instructions

C2.2: Bill of Quantities

###### **Part 3: Scope of Work**

C3.1: Standard Specifications

C3.2: Project Specifications

C3.3: Particular Specifications

###### **Part 4: Site Information**

C4.1: Conditions on Site

(b) **Drawings**, A1 and A2 size book of bid drawings issued together with this document

The Bid Document and the drawings shall be obtained from the Employer or his authorized representative at the physical address stated in the Bid Notice, upon payment of the deposit stated in the Bid Notice.

**F.1.4 Communication and Employer's Agent**

The Employer's agent is:

Name : TJM Consulting Engineers (Pty) Ltd

Address: 5 Swordfish Street

Meerensee

Richards bay

3900

Cell.: 079 785 0493

**F.2.1 Eligibility**

A Bidder will not be eligible to submit a bid if:

- (a) the Contractor submitting the bid 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 Bidder does not have the legal capacity to enter into the contract;
- (c) the Contractor submitting the bid 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 Bidder does not comply with the legal requirements stated in the Employer's procurement policy;
- (e) The Bidder cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
- (f) The Bidder 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.

Only those Bidders who are registered with the CIDB or are capable of being so prior to evaluation of Bids, in a contractor-grading designation equal to or higher than a contractor grading designation determined in accordance with the sum bided for a **3SQ/GB** class of construction work, are eligible to submit bids.

Joint ventures are eligible to submit bids provided that:

- 1. Every member of the joint venture is registered with the CIDB;
- 2. the lead partner has a contractor grading designation in the **SQ/GB** class of construction work; and
- 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum bided for a **3SQ/GB** class of construction work.

**F.2.7 Site visit and clarification**

The arrangements for the site inspection, which is available on request and technical enquiries for this contract, are as follows:

**Site Inspection**

Contact Person : Manager Roads & Stormwater  
Mr M Simelane  
Telephone:

**Technical enquiries**

Contact Person : Siyabonga Mthethwa  
Telephone: 079 785 0493

**F.2.12 Alternative bid offers**

If Bidder wishes to submit an alternative bid offer, the only criteria permitted for such alternative bid offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative bid offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Individual items or comprehensively priced alternatives however must be listed and priced in Form E, Amendments, Qualifications and Alternatives, included as part of section T2, Returnable Documents.

Acceptance of an alternative bid offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Bidder, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount bid for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

**F.2.13 Submitting a Bid Offer**

F.2.13.3 Bid offers shall be submitted as an original only.

F.2.13.5 Delivery of Bid

The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are:

Location of bid box: Foyer of the offices of uPhongolo Municipality  
Physical address: 61 Martin Street, Pongola

Identification details:

**Bid No. 626/05/21: FENCING OF BELGRADE SPORTSFIELD AND HALL**

F.2.13.6 A two envelope procedure will not be followed. (*Read with F.3.5 hereafter*).

**F.2.15 Closing Time**

The closing time for submission of Bid Offers is: **12:00, 28 May 2021**

**F.2.16 Bid offer validity**

The Bid Offer validity period is 90 days from the closing time for submission of bids.

**F.2.19 Inspections, tests and analyses**

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

**F.2.22 Return of Bid Documents**

Where a Bidder who received a bid, document does not submit a bid, the bid documents issued to him must be returned to the Employer within 28 days after the closing date for submission of bids.

**F.2.23 Certificates**

The Bidder shall submit with his bid:

- (1) either a Certificate of Contractor Registration issued by the Construction Industry Development Board or a copy of the application Form for registration in terms of the Construction Industry Development Board Act (Form F006);
- (2) a **valid** Tax Clearance Certificate and Status Pin issued by the South African Revenue Services
- (3) Company / CC / Trust / Partnership registration certificates
- (4) Joint Venture Agreement and Power of attorney in case of Joint Ventures
- (5) ID certificates in case of one-man concerns
- (6) Workmen'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)
- (7) Unemployment Insurance Fund (UIF) Registration Certificate
- (8) Central Supplier's Database Registration Report

**F.3.2 Issue of Addenda**

- Change "7 days" in this clause to "3 days".

**F.3.4 Opening of Bid Submissions**

The time and location for opening of the bid offers are:

Time: 12:00

Date: 28 May 2021

Location / Venue : **uPhongolo Municipal Offices  
61 Martin Street  
Pongola**

**F.3.5 Two-envelope system**

The two-envelope system will not be followed for this contract.

### F.3.11 Evaluation of Bid Offers

#### Stage 1: Scoring quality (functionality)

Only tenderers who will achieve a score of more than 70 points of the total available points will qualify for stage two of the evaluation.

The criteria to be used to evaluate the proposals for functionality (stage 1) will be as follows:

#### Points

- |                                                           |      |
|-----------------------------------------------------------|------|
| 1. Relevant Experience of Enterprise                      | = 40 |
| 2. Experience of Key Personnel                            | = 30 |
| 3. Availability of relevant plant and equipment resources | = 20 |
| 4. Locality                                               | = 10 |

| KEY ASPECT OF CRITERION                                           | BASIS FOR POINTS ALLOCATION                                                                                                                                                                                                                             | MAX POINTS | VERIFICATION METHOD                                             |
|-------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------------------------------------------------------------|
| <b>Relevant Experience of the contractor in road construction</b> | <b>3 x completed</b> installation of steel or palisade fencing works in the last 5 years. The tenderer should attach appointment letter and completion certificate.                                                                                     | <b>40</b>  | Appointment letter and Completion Certificate                   |
|                                                                   | <b>2 x completed</b> installation of steel or palisade fencing works in the last 5 years. The tenderer should attach appointment letter and completion certificate                                                                                      | 30         | Appointment letter and Completion Certificate                   |
|                                                                   | <b>1 x completed</b> installation of steel or palisade fencing works in the last 5 years. The tenderer should attach appointment letter and completion certificate                                                                                      | 15         | Appointment letter and Completion Certificate                   |
| <b>Qualifications and CV's of Site Agent</b>                      | National Diploma in Civil Engineering with <b>3 years' experience</b> in civil works and installation of steel or palisade fencing works                                                                                                                | <b>15</b>  | Certified copy of qualification to be attached with detailed CV |
|                                                                   | National Diploma in Civil Engineering with <b>2 years' experience</b> in civil works and installation of steel or palisade fencing works                                                                                                                | 10         | Certified copy of qualification to be attached with detailed CV |
|                                                                   | National Diploma in Civil Engineering with <b>1 year' experience</b> in civil works and installation of steel or palisade fencing works                                                                                                                 | 5          | Certified copy of qualification to be attached with detailed CV |
| <b>Qualifications and CV's of Site Foreman</b>                    | 5 or more years of experience in installation of steel or palisade fencing works                                                                                                                                                                        | <b>15</b>  | Detailed CV to be attached with clear experience and reference  |
|                                                                   | 4-3 years of experience in installation of steel or palisade fencing works                                                                                                                                                                              | 10         | Detailed CV to be attached with clear experience and reference  |
|                                                                   | 2-1 more years of experience in installation of steel or palisade fencing works                                                                                                                                                                         | 5          | Detailed CV to be attached with clear experience and reference  |
| <b>Availability of relevant plant and equipment (Resources)</b>   | If the <b>bidder owns</b> all the required construction plant and equipment for construction of steel or palisade fencing ( <b>4 Ton Truck, LDV, Concrete mixer</b> ). The tenderer to attach proof of ownership.                                       | <b>20</b>  | Proof of ownership                                              |
|                                                                   | If the <b>bidder owns some</b> of the plant & Equipment <b>and will hire the other</b> required plant & Equipment for construction of steel or palisade fencing ( <b>4 Ton Truck, LDV, Concrete mixer</b> ). The tenderer to attach proof of ownership. | 15         | Proof of ownership                                              |
|                                                                   | If the bidder will hire all the required plant and equipment for the construction of steel or palisade fencing ( <b>4 Ton Truck, LDV, Concrete mixer</b> ). The tenderer to attach proof of pro-forma agreement to hire plant                           | 5          | Proof of Pro-forma agreement to hire plant                      |
| <b>Company Locality</b>                                           | uPhongolo Municipality                                                                                                                                                                                                                                  | <b>10</b>  | Proof of Company address or lease agreement                     |
|                                                                   | Zululand District                                                                                                                                                                                                                                       | 5          |                                                                 |
|                                                                   | Any other within KwaZulu Natal                                                                                                                                                                                                                          | 3          |                                                                 |

The minimum number of evaluation points for quality shall be **70 points** of the total evaluation points. At this stage bids scoring points less than 70 points will not be considered further in the evaluation process.

**Stage 2: Scoring Financial Offer:** 80/20 preference points system will be used for evaluation.

(a) Financial Offer

The financial offer will be scored using the following formula

$$Nf = W1 \times [1 - (P - P_m) / P_m]$$

Where:

- W1 = **80** for financial values up to R 50 000 000 (inclusive of VAT) of all responsive bids received, and **90** for financial values over R50 000 000;  
P<sub>m</sub> = the value of the comparative offer of the most favourable bid;  
P = the value of the comparative offer under consideration

**The Other 20 points of the Scoring System**

A maximum of 20 points may be awarded to a Bidder for preference points based on the preference points claim form in terms of the preferential procurement regulations

**F.3.11.4 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 WAS AMENDED TO ALIGN WITH NEW B-BBEE CODES OF GOOD PRACTICE IN THE 2017 REGULATIONS PURCHASES**

**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 50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 System shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>POINTS</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| <b>1.3.1.1 PRICE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>80</b>     |
| <b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>20</b>     |
| <b>Total points for Price and B-BBEE must not exceed</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>100</b>    |
| 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

- 2.1.1 **“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

- 3.2 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

Price shall constitute 90 points and shall be calculated as per Clause F.3.11.1.

#### 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                                  | 6                               | 14                              |
| 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.

### **F.3.13 Acceptance of Bid Offer**

F.3.13.1 Bid offers will only be accepted on condition that:

- (a) the Bidder has submitted with his bid an original valid Tax Clearance Certificate issued by the South African Revenue Services
- (b) the Bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- (c) the Bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;
- (d) the Bidder or any of its directors is not listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- (e) the Bidder has not:
  - (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.
- (f) the Bidder or a competent authorized representative of the Contractor who submitted the bid has attended the compulsory clarification meeting and/or site inspection, as specified;
- (g) the bid offer is signed by a person authorized to sign on behalf of the Bidder;
- (h) a Bidder who submitted a bid as a Joint Venture has included an acceptable Joint Venture Agreement with his bid.

### **F.3.18 Copies of contract**

The number of paper copies of the signed contract to be provided by the Employer is: **One**.

### **F.3.18a Contract Administration and Supervision**

The contract shall be administered and supervised using the General Conditions of Contract 2015 (GCC 2015) Third Edition.

## **APPENDIX: STANDARD CONDITIONS OF BID**

*(These Standard Conditions of Bid have been reproduced, without any changes, from Appendix A of the CIDB Standardized Construction Procurement Documentation for Engineering Construction Works, 5 August 2005)*

### **F.1 General**

#### **F.1.1 Actions**

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

#### **F.1.2 Bid Documents**

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

#### **F.1.3 Interpretation**

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

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

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

- (a) **comparative offer** means the Bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other bided parameters that will affect the value of the financial offer have been taken into consideration
- (b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the bid process; and
- (c) **fraudulent practice** means the misrepresentation of the facts in order to influence the bid process or the award of a contract arising from a bid offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

#### **F.1.4 Communication and employer's agent**

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

#### **F.1.5 The employer's right to accept or reject any bid offer**

**F.1.5.1** The employer may accept or reject any variation, deviation, bid offer, or alternative bid offer, and may cancel the bid process and reject all bid offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a Bidder for such cancellation and rejection but will give 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 bid process or the rejection of all bid offers re-issue a bid covering substantially the same scope of work within a period of six months unless only one bid was received, and such bid was returned unopened to the Bidder.

**F.2 BIDDER'S OBLIGATIONS****F.2.1 Eligibility**

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

**F.2.2 Cost of Bidding**

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

**F.2.3 Check documents**

Check the bid 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 bid. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a bid offer in response to the invitation.

**F.2.5 Reference documents**

Obtain, as necessary for submitting a bid 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 bid documents by reference.

**F.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the bid documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the bid 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 Bidders may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the bid data.

**F.2.8 Seek clarification**

Request clarification of the bid documents, if necessary, by notifying the employer at least five working days before the closing time stated in the bid 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 Bidder is advised to seek qualified advice regarding insurance.

**F.2.10 Pricing the bid offer**

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

**F2.10.2** Show VAT payable by the employer separately as an addition to bided 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 bid 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 bid documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the Bidder. All signatories to the bid offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

### **F.2.12 Alternative bid offers**

**F.2.12.1** Submit alternative bid offers only if a main bid offer, strictly in accordance with all the requirements of the bid documents, is also submitted. The alternative bid offer is to be submitted with the main bid offer together with a schedule that compares the requirements of the bid documents with the alternative requirements the Bidder proposes.

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

### **F.2.13 Submitting a bid offer**

**F.2.13.1** Submit a bid offer to provide the whole of the works, services or supply identified in the contract data, unless stated otherwise in the bid 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 bid offer communicated on paper as an original plus the number of copies stated in the bid 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 bid offer where required in terms of the bid data. The employer will hold all authorized signatories liable on behalf of the Bidder. Signatories for Bidders proposing to contract as joint ventures shall state, which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the bid offer.

**F.2.13.5** Seal the original and each copy of the bid 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 bid data, as well as the Bidder's name and contact address.

**F.2.13.6** Where a two-envelope system is required in terms of the bid data, place and seal the returnable documents listed in the bid 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 bid data, as well as the Bidder's name and contact address.

**F.2.13.7** Seal the original bid 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 bid data.

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

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

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

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

**F.2.16 Bid offer validity**

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

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

**F.2.17 Clarification of bid offer after submission**

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

**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 bid offer, the Bidder's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the Bidder not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the bid 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 bid 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 bid documents**

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

**F.2.23 Certificates**

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

### **F.3 THE EMPLOYER'S UNDERTAKINGS**

#### **F.3.1 Respond to clarification**

Respond to a request for clarification received up to five working days prior to the bid closing time stated in the Bid Data and notify all Bidders who drew procurement documents.

#### **F.3.2 Issue Addenda**

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

#### **F.3.3 Return late bid offers**

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

#### **F.3.4 Opening of bid submissions**

**F.3.4.1** Unless the two-envelope system is to be followed, open valid bid submissions in the presence of Bidders' agents who choose to attend at the time and place stated in the bid data. Bid 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 bid submissions, at a venue indicated in the bid data, the name of each Bidder whose bid offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main bid 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 bid data that a two-envelope system is to be followed, open only the technical proposal of valid bids in the presence of Bidders' agents who choose to attend at the time and place stated in the bid data and announce the name of each Bidder whose technical proposal is opened.

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

#### **F.3.6 Non-disclosure**

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

#### **F.3.7 Grounds for rejection and disqualification**

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

### F.3.8 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each bid offer properly received:

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

A responsive bid is one that conforms to all the terms, conditions, and specifications of the bid 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 Bidder's risks and responsibilities under the contract, or
- affect the competitive position of other Bidders presenting responsive bids, if it were to be rectified.

Reject a non-responsive bid 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

#### **Bids that make total arithmetic errors (Inc. VAT) of more than $\pm 15\%$ of their bided value (Inc. VAT)**

Check responsive bid offers for arithmetical errors, correcting them in the following manner:

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

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

### F.3.10 Clarification of a bid offer

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

### F.3.11 Evaluation of bid offers

#### F3.11.1 General

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

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

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

#### F.3.11.2 Scoring Financial Offers

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

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

$N_{FO}$  = the number of bid evaluation points awarded for the financial offer.

$W_1$  = the maximum possible number of bid evaluation points awarded for the financial offer as stated in the Bid Data.

$A$  = a number calculated using either formulas 1 or 2 below as stated in the Bid Data.

| Formula | Basis for comparison                      | Option 1                      | Option 2 |
|---------|-------------------------------------------|-------------------------------|----------|
| 1       | Highest price or discount                 | $(1 + \frac{(P - P_m)}{P_m})$ | $P/P_m$  |
| 2       | Lowest price or percentage commission/fee | $(1 - \frac{(P - P_m)}{P_m})$ | $P_m/P$  |

where:

$P_m$  = the comparative offer of the most favourable bid offer.

$P$  = the comparative offer of bid offer under consideration.

#### F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Bid Data and calculate total score for quality.

### F.3.12 Insurance provided by the employer

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

### F.3.13 Acceptance of bid offer

**F.3.13.1** Accept bid offer only if the Bidder satisfies the legal requirements stated in the Bid Data.

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

#### **F.3.14 Notice to unsuccessful Bidders**

After the successful Bidder has acknowledged the employer's notice of acceptance, notify other Bidders that their bid offers have not been accepted.

#### **F.3.15. Prepare contract documents**

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

- (a) addenda issued during the bid period,
- (b) inclusion of some of the returnable documents,
- (c) other revisions agreed between the employer and the successful Bidder, and
- (d) the schedule of deviations attached to the form of offer and acceptance, if any.

#### **F.3.16 Issue final contract**

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

#### **F.3.17 Complete adjudicator's contract**

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

#### **F.3.18 Provide copies of the contracts**

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

### **Alpha-numerics associated with the Contractor Grading Designations**

TABLE F2: CONTRACTOR GRADING DESIGNATIONS AND ASSOCIATED PARAMETERS

| <b>Contractor Grading Designation</b> | <b>Tender Value Range designation</b> | <b>Maximum Value of Contract that a Contractor is considered capable of performing (R)</b> |
|---------------------------------------|---------------------------------------|--------------------------------------------------------------------------------------------|
| 1 (class of construction works)       | 1                                     | 500 000                                                                                    |
| 2 (class of construction works)       | 2                                     | 1 000 000                                                                                  |
| 3 (class of construction works)       | 3                                     | 3 000 000                                                                                  |
| 4 (class of construction works)       | 4                                     | 6 000 000                                                                                  |
| 5 (class of construction works)       | 5                                     | 10 000 000                                                                                 |
| 6 (class of construction works)       | 6                                     | 20 000 000                                                                                 |
| 7 (class of construction works)       | 7                                     | 60 000 000                                                                                 |
| 8 (class of construction works)       | 8                                     | 200 000 000                                                                                |
| 9 (class of construction works)       | 9                                     | N/A                                                                                        |

TABLE F3: CLASSES OF CONSTRUCTION WORK, sets out detailed description of the various Designations (types) of construction work.

| <b>CIDB Class of Construction</b> |                                                                                                                                                 |
|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| CE                                | Civil Engineering                                                                                                                               |
| EB                                | Electrical Engineering Work - Building                                                                                                          |
| EP                                | Electrical Engineering Work - Infrastructure                                                                                                    |
| ME                                | Mechanical Engineering                                                                                                                          |
| GB                                | General Building                                                                                                                                |
| SB                                | Asphalt Works (Supply and Lay)                                                                                                                  |
| SC                                | Building Excavations, Shaft Sinking and Lateral Earth Support                                                                                   |
| SD                                | Corrosion Protection (Cathodic, Anodic and Electrolytic)                                                                                        |
| SE                                | Demolition and Blasting                                                                                                                         |
| SF                                | Fire Preventions and Protection Systems                                                                                                         |
| SG                                | Glazing, Curtain Walls and Shop Fronts                                                                                                          |
| SH                                | Landscaping and Horticulture Works                                                                                                              |
| SI                                | Lifts, Escalators and Travellators (installation, commissioning and maintenance)                                                                |
| SJ                                | Piling and specialized foundations for buildings and structures                                                                                 |
| SK                                | Road Marking and Signage                                                                                                                        |
| SL                                | Structural Steel Fabrication and Erection                                                                                                       |
| SM                                | Timber Buildings and Structures                                                                                                                 |
| SN                                | Waterproofing of basements, roofs and walls using specialist equipment                                                                          |
| SO                                | Water Supply and Drainage for buildings (wet services, plumbing)                                                                                |
| SQ                                | The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel security fencing. |

## **T2: RETURNABLE DOCUMENTS**

### **T2.1: LIST OF RETURNABLE DOCUMENTS**

### **T2.2: RETURNABLE SCHEDULES AND DOCUMENTS**

## **T2.1 LIST OF RETURNABLE DOCUMENTS**

The Tender Document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever.

The list of returnable documents comprises the following:

### **1. RETURNABLE SCHEDULES AND OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**

- Certificate of Attendance at Site Meeting
- Certificate of Authority for Signature
- Experience of Tenderer
- Preliminary Programme
- Amendments, Qualifications and Alternatives
- Contractor's Certificate of Registration with CIDB
- Tax Clearance Certificate and Status Pin (Valid)
- Tenderer's Financial Standing
- Declaration of Interest
- VAT Registration Certificate
- Form of Intent to Provide a Performance Guarantee
- uPhongolo Municipality's Enterprise/HDI Questionnaire, Preference Schedules and Affidavit
- Workmen's Compensation Registration Certificate
- Unemployment Insurance Fund (UIF) Registration Certificate
- Central Supplier's Database Registration Report
- Proof of Purchase of Tender Documents
- Copy of Cashed Cheque for Company
- Rates and Municipal Services Clearance Certificate
- BBBEE Certificate (Certified Copy)

### **2. RETURNABLE SCHEDULES AND OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

- Schedule of Plant and Equipment
- Proposed Subcontractors
- Key Personnel
- Record of Addenda to Tender Documents
- Contractor's Health and Safety Declaration
- Copy of Quality Assurance Plan and Environmental Management System
- Schedule of Plant and Equipment
- Form of Offer and Acceptance (Part C1)
- Contract Data (Part C1)
- Priced Bill of Quantities (Part C2)
- Performance Guarantee
- Agreement with Adjudicator
- Agreement in Terms of the OHSA No 85 of 1993
- Scope of Work (Part C3)
- Site information (Part C4)

## **T2.2 RETURNABLE SCHEDULES AND DOCUMENTS**

**T2.2.1 RETURNABLE SCHEDULES AND DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**

**T2.2.2 RETURNABLE SCHEDULES AND OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

**T2.2.1 RETURNABLE SCHEDULES AND DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES.**

- A CERTIFICATE OF ATTENDANCE AT SITE MEETING
- B CERTIFICATE OF AUTHORITY FOR SIGNATORY
- C REGISTRATION CERTIFICATE/AGREEMENT/ID DOCUMENT
- D EXPERIENCE OF TENDERER
- E PRELIMINARY PROGRAMME
- F AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
- G CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB
- H TAX CLEARANCE CERTIFICATE AND STATUS PIN (VALID)
- I TENDERER'S FINANCIAL STANDING
- J DECLARATION OF INTEREST
- K PREFERENCING SCHEDULE (FOR CONTRACT PARTICIPATION GOALS)
- L BBBEE
- M DECLARATION OF EQUITY OWNERSHIP
- N CERTIFICATE OF INDEPENDENT BID DETERMINATION
- O UNEMPLOYMENT INSURANCE FUND (UIF) REGISTRATION CERTIFICATE
- P CENTRAL SUPPLIER'S DATABASE REGISTRATION REPORT
- Q PROOF OF PURCHASE OF TENDER DOCUMENTS
- R COPY OF CASHED CHEQUE FOR COMPANY
- S WORKMAN'S COMPENSATION REGISTRATION CERTIFICATE
- T RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE

**A. CERTIFICATE OF ATTENDANCE AT SITE MEETING**

This is to certify that (*tenderer*) .....  
of (*address*) .....  
..... was represented by the person(s)  
named below at the compulsory meeting held for all tenderers at **uPhongolo Local Municipality** on  
..... starting at **11H00**.

I / 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: ..

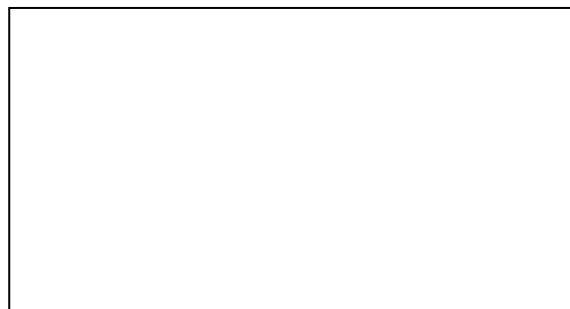
Name:..... Signature: ..

Capacity: ..

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

Name: .. Signature: ..

Capacity: .. Date and Time: ..



DATE STAMP

**B. CERTIFICATE OF AUTHORITY FOR SIGNATORY**

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, **and attach their Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents to the page provided at the end of this form.**

| (I)<br>COMPANY | (II)<br>CLOSE<br>CORPORATION | (III)<br>PARTNERSHIP | (IV)<br>JOINT VENTURE | (V)<br>SOLE<br>PROPRIETOR |
|----------------|------------------------------|----------------------|-----------------------|---------------------------|
|                |                              |                      |                       |                           |

**(I) CERTIFICATE FOR COMPANY**

I, ..... chairperson of the Board of Directors of ...  
 ..... hereby confirm that by resolution of the Board  
 (Copy attached) taken on ..... 20....., Mr/Ms ..... acting  
 in the capacity of ....., was authorised  
 to sign all documents in connection with the tender for Contract No ..... and any contract  
 resulting from it, on behalf of the company.

**Chairman:** .....

**As Witnesses:** 1. ....

2. ....

**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.

| 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 authorize 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.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

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

**(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 No. .... and any contract  
 resulting from it, on our behalf.

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

| NAME OF FIRM | ADDRESS | AUTHORISING SIGNATURE,<br>NAME AND CAPACITY |
|--------------|---------|---------------------------------------------|
| Lead partner |         |                                             |
|              |         |                                             |
|              |         |                                             |
|              |         |                                             |

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

**(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. ....

2. ....

Date: .....

**C: REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT**

***[Important note to Tenderer: Certified Copies of Registration Certificates for Companies and IDs for Directors, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.1, must be inserted here]***

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

[illegible]

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

DATE: .....

**E. PRELIMINARY PROGRAMME**

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

**PROGRAMME**

| ACTIVITY | WEEKS / MONTHS |  |  |  |  |  |  |  |  |  |  |  |  |  |
|----------|----------------|--|--|--|--|--|--|--|--|--|--|--|--|--|
|          |                |  |  |  |  |  |  |  |  |  |  |  |  |  |
|          |                |  |  |  |  |  |  |  |  |  |  |  |  |  |
|          |                |  |  |  |  |  |  |  |  |  |  |  |  |  |
|          |                |  |  |  |  |  |  |  |  |  |  |  |  |  |
|          |                |  |  |  |  |  |  |  |  |  |  |  |  |  |
|          |                |  |  |  |  |  |  |  |  |  |  |  |  |  |
|          |                |  |  |  |  |  |  |  |  |  |  |  |  |  |
|          |                |  |  |  |  |  |  |  |  |  |  |  |  |  |
|          |                |  |  |  |  |  |  |  |  |  |  |  |  |  |
|          |                |  |  |  |  |  |  |  |  |  |  |  |  |  |
|          |                |  |  |  |  |  |  |  |  |  |  |  |  |  |
|          |                |  |  |  |  |  |  |  |  |  |  |  |  |  |
|          |                |  |  |  |  |  |  |  |  |  |  |  |  |  |
|          |                |  |  |  |  |  |  |  |  |  |  |  |  |  |

***[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form I hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]***

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

DATE: .....

## **F. 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<br>ITEM NO | PROPOSED AMENDMENT |
|----------------------------|--------------------|
|                            |                    |
|                            |                    |
|                            |                    |
|                            |                    |
|                            |                    |
|                            |                    |

*[Notes: (1) Proposals for amendments to the General and Special Conditions of Contract are not acceptable, and will be ignored;  
(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 for a discount may have to be disregarded.]***

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

DATE: .....

**G. CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB**

***Attached hereto is my / our Contractor's Certificate of Registration with CIDB. My failure to submit the certificate with my / our tender document will lead to the conclusion that I am / we are not registered with the CIDB and therefore not eligible to tender.***

**MBD 2****H. TAX CLEARANCE CERTIFICATE AND STATUS PIN**

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](http://www.sars.gov.za).
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

***[A Valid Tax Clearance Certificate and Status Pin obtained from SARS to be inserted here]***

**I. TENDERER'S FINANCIAL STANDING**

In terms of Clause F.2.18.1 of the Contract-specific Tender Data the Tenderer shall provide information about his commercial position, which includes information necessary for the Employer to evaluate the Tenderer's financial standing.

To that end the Tenderer must provide with his tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

However, should the Tenderer be unable to provide a bank rating with his tender, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for project:

Name of account holder: .....

Name of Bank: ..... Branch: .....

Account number: ..... Type of account: .....

Telephone number: ..... Facsimile number: .....

Name of contact person at bank: .....

***Failure to provide either the required bank details or a certified bank rating with this tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.***

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

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

## MBD 4

**J. DECLARATION OF INTEREST**

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

---

\*MSCM Regulations : "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.

3.8.1 If so, furnish particulars.

.....  
 .....

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

3.9.1 If so, furnish particulars

.....  
 .....

3.10 Are any of the company's directors, managers, principal 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, principal 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 THIS DECLARATION PROVE TO BE FALSE.

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of Bidder

## MBD 6.1

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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2 The value of this bid is estimated to exceed/not exceed R50 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:

|                                                          | <b>POINTS</b> |
|----------------------------------------------------------|---------------|
| <b>1.3.1.1 PRICE</b>                                     | <b>80</b>     |
| <b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>       | <b>20</b>     |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b>    |

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:

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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                                  | 6                               | 14                              |
| 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. ....

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

2. ....

DATE: .....

ADDRESS: .....

.....

.....

.....

**SBD 6.2****L. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

**1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

- |   |                                                          |
|---|----------------------------------------------------------|
| x | is the imported content in Rand                          |
| y | is the bid price in Rand excluding value added tax (VAT) |

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

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

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

## 2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids 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 (this includes labour or intellectual property costs), 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 (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

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

4. Does any portion of the services, works or goods offered have any imported content?  
(**Tick applicable box**)

|     |  |    |  |
|-----|--|----|--|
| 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 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

| Currency       | Rates of exchange |
|----------------|-------------------|
| US Dollar      |                   |
| Pound Sterling |                   |
| Euro           |                   |
| Yen            |                   |
| Other          |                   |

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

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

(Tick applicable box)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

5.1. If yes, provide the following particulars:

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

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

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

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

**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 Institution):

.....  
 NB

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

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

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

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

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

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

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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

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

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the

Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

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

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

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

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

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

**M. BBBEE CERTIFICATE/SWORN AFFIDAVIT**

*[The Bidder shall insert to this page a BBBEE certificate. 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].*

*Joint Ventures should attach here a consolidated BBBEE Certificate.*

## MBD 8

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

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

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

Js367bW

**O. CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 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:

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

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

**MBD 9**

- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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

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**P. UNEMPLOYMENT INSURANCE FUND (UIF) REGISTRATION CERTIFICATE**

*[The Tenderer's Unemployment Insurance Fund (UIF) Registration Certificate to be inserted here]*

**Q. CENTRAL SUPPLIER'S DATABASE REGISTRATION REPORT**

*[The Tenderer's CSD to be inserted here]*

**R. PROOF OF PURCHASE OF TENDER DOCUMENTS**

*[The Tenderer shall insert here proof of purchase of the tender documents in the form of an official receipt or other acceptable form of proof]*

**S. COPY OF CASHED CHEQUE FOR COMPANY**

*[The Tenderer shall insert here a copy of a cashed cheque for the company]*

**T. WORKMAN'S COMPENSATION REGISTRATION CERTIFICATE**

*[The Tenderer shall insert here a copy of Workman's Compensation Registration Certificate]*

**U. RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE**

*[The Tenderer shall insert here a copy of Rates and Municipal Services Clearance Certificate]*

**T2.2.2 RETURNABLE SCHEDULES AND OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

- V SCHEDULE OF PLANT AND EQUIPMENT
- W PROPOSED SUBCONTRACTORS
- X KEY PERSONNEL AND CV's
- Y RECORD OF ADDENDA TO TENDER DOCUMENTS
- Z CONTRACTOR'S HEALTH AND SAFETY DECLARATION
- AA PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2003
- BB COPY OF QUALITY ASSURANCE PLAN AND ENVIRONMENTAL MANAGEMENT
- CC BRIBERY AFFIDAVIT

### V. SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our tender is accepted.

**(a) Details of major equipment that is owned by me / us and immediately available for this contract.**

| DESCRIPTION (type, size, capacity etc) | QUANTITY | YEAR OF MANUFACTURE |
|----------------------------------------|----------|---------------------|
|                                        |          |                     |
|                                        |          |                     |
|                                        |          |                     |
|                                        |          |                     |
|                                        |          |                     |
|                                        |          |                     |
|                                        |          |                     |

*Attach additional pages if more space is required. Attach proof of ownership.*

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

| DESCRIPTION (type, size, capacity etc) | QUANTITY | HOW ACQUIRED |        |
|----------------------------------------|----------|--------------|--------|
|                                        |          | HIRE/ BUY    | SOURCE |
|                                        |          |              |        |
|                                        |          |              |        |
|                                        |          |              |        |
|                                        |          |              |        |
|                                        |          |              |        |
|                                        |          |              |        |

*Attach additional pages if more space is required. Attach proof of pro-forma agreement to hire.*

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

***Failure to complete this form properly and correctly, will lead to the conclusion that the tenderer does not have the necessary plant and equipment resources at his disposal, which will prejudice his tender.***

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

DATE: .....

**W. PROPOSED SUBCONTRACTORS**

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

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

I/We confirm that all subcontractors who are contracted to construct a house or building, are registered as home builders with the National Home Builders Registration Council.

| NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS | COMPANY REGISTRATION No AND CIDB CLASSIFICATIO | DESCRIPTION OF WORK TO BE EXECUTED BY SUBCONTRACTOR |
|------------------------------------------------|------------------------------------------------|-----------------------------------------------------|
|                                                |                                                |                                                     |
|                                                |                                                |                                                     |
|                                                |                                                |                                                     |
|                                                |                                                |                                                     |
|                                                |                                                |                                                     |
|                                                |                                                |                                                     |
|                                                |                                                |                                                     |
|                                                |                                                |                                                     |
|                                                |                                                |                                                     |

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

DATE: .....

### X. KEY PERSONNEL AND CV's

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

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,<br>PART OF THE<br>CONTRACTOR'S<br>ORGANISATION |         | KEY PERSONNEL TO BE<br>IMPORTED IF NOT<br>AVAILABLE LOCALLY |         | UNSKILLED<br>PERSONNEL TO BE<br>RECRUITED FROM<br>LOCAL COMMUNITY |         |
|                                               | HDI                                                           | NON-HDI | HDI                                                         | NON-HDI | HDI                                                               | NON-HDI |
| Site Agent, Project Managers                  |                                                               |         |                                                             |         |                                                                   |         |
| Foremen, Quality Control and Safety Personnel |                                                               |         |                                                             |         |                                                                   |         |
| Technicians, Surveyors, etc                   |                                                               |         |                                                             |         |                                                                   |         |
| Artisans and other Skilled workers            |                                                               |         |                                                             |         |                                                                   |         |
| Plant Operators                               |                                                               |         |                                                             |         |                                                                   |         |
| Unskilled Workers                             |                                                               |         |                                                             |         |                                                                   |         |
| Others:.....<br>.....<br>.....<br>.....       |                                                               |         |                                                             |         |                                                                   |         |

The Tenderer shall attach hereto the *curricula vitae*, in the form included hereafter, of at least the site agent and the project manager. The information is necessary for evaluation of the tender.

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

DATE: .....

### CURRICULUM VITAE OF KEY PERSONNEL: CONTRACT SITE AGENT

[illegible]**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....

SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

DATE

**The Tenderer should attach relevant certificates.**

### CURRICULUM VITAE OF KEY PERSONNEL: CONTRACT FOREPERSON

[illegible]**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

.....  
DATE

**The Tenderer should attach relevant certificates.**

**Y. RECORD OF ADDENDA TO TENDER DOCUMENTS**

I / We confirm that the following communications amending the tender documents that I / we received from the employer or his representative before the closing date for submission of this tender offer, have been taken into account in this tender offer.

| ADDENDUM<br>No | DATE | TITLE OR DETAILS |
|----------------|------|------------------|
|                |      |                  |
|                |      |                  |
|                |      |                  |
|                |      |                  |
|                |      |                  |

SIGNATURE: ..... DATE: .....  
(of person authorized to sign on behalf of the Tenderer)

## **Z. CONTRACTOR'S HEALTH AND SAFETY DECLARATION**

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2003.

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), and the OHSA 1993 Construction Regulations 2003.
2. I hereby declare that my company / enterprise has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide a sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, approved by the Employer or his representative, before I will be allowed to commence with construction work under the contract. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to obtain the necessary approval for the said safety plan.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and 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 bill of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, including the cost for specific items that may be scheduled in the bill of quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 30 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 3 of the OHSA 1993 Construction Regulations 2003 (*example attached hereafter*) before I will be allowed to proceed with any work under the contract.

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

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

***[In terms of Regulation 3 of the Construction Regulations 2003, the successful Tenderer must complete and forward this form prior to commencement of work 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 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: ..... DATE: .....

**BB. COPY OF QUALITY ASSURANCE PLAN AND ENVIRONMENTAL MANAGEMENT**

1. Does the Tenderer have a quality management system which is certified in terms of

ISO 9001: 2000 ..... 

|     |    |
|-----|----|
| YES | NO |
|-----|----|

2. If “yes”, Tenderer to supply brief summary of structure of system:

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

3. If “no”, does the Tenderer intend to apply for certification? ..... 

|     |    |
|-----|----|
| YES | NO |
|-----|----|

By when? ..... 

|      |
|------|
| Date |
|------|

4. Does the Tenderer have an environmental management system which is certified in terms of

ISO 14 000 ..... 

|     |    |
|-----|----|
| YES | NO |
|-----|----|

5. If “yes”, Tenderer to supply brief summary of structure of system:

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

6. If “no”, does the Tenderer intend to apply for certification? ..... 

|     |    |
|-----|----|
| YES | NO |
|-----|----|

By when? ..... 

|      |
|------|
| Date |
|------|

***If the Tenderer does not intend to apply for certification, he shall submit details of the quality/environmental management system presently in place.***

***[The Tenderer shall insert here a copy of the company’s quality assurance plan, control procedures and the relevant documentation supporting its commitment to environmental management. In the event of these documents being too extensive to be included in the procurement document, an abbreviated version of the master document will be included, referring to the master document.]***

**CC. BRIBERY AFFIDAVIT**

Was the Bidder or any of its Directors offered any bribe or made any promises that the project would be awarded full or partially to the Bidder, by any Municipal Official/Councillor or anybody who may affect the outcome of the Bid? ..... Yes/No

If Yes, furnish particulars:

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

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

**BID No. 626/05/21****BELGRADE SPORTS FIELD AND HALL PRE-STRESSED  
CONCRETE PERIMETER FENCING****PART C1: AGREEMENTS AND CONTRACT DATA****INDEX**

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## PART 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:

#### Bid N° 626/05/21: Fencing of Belgrade Sports Field and Hall

The Bidder, identified in the Offer signature block, has examined the documents listed in the Bid Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of bid.

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

#### THE OFFERED TOTAL PRICE INCLUSIVE OF VALUE ADDED TAX (VAT) 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 bidder before the end of the period of validity stated in the bid data, whereupon the bidder becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s): \_\_\_\_\_

Name(s): \_\_\_\_\_

Capacity for the Bidder: \_\_\_\_\_

Name and address of Bidder: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Name of Witness: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_ Date \_\_\_\_\_

**B: Acceptance**

By signing this part of this form of offer and acceptance, the employer identified below accepts the bidder's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the bidder's offer shall form an agreement, between the employer and the bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information

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

Deviations from and amendments to the documents listed in the bid data and any addenda thereto as listed in the bid schedules as well as any changes to the terms of the offer agreed by the bidder and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the bidder (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.

Signature(s): \_\_\_\_\_

Capacity for the Employer: **MUNICIPAL MANAGER**

Name and address of Employer: **UPHONGOLO MUNICIPALITY, 61 MARTIN STREET, P O BOX 191, PONGOLA, 3170**

Name of Witness: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_ Date \_\_\_\_\_

**C: Schedule of Deviations**

Notes:

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

**Subject** \_\_\_\_\_Details \_\_\_\_\_  
\_\_\_\_\_**Subject** \_\_\_\_\_Details \_\_\_\_\_  
\_\_\_\_\_**Subject** \_\_\_\_\_Details \_\_\_\_\_  
\_\_\_\_\_**Subject** \_\_\_\_\_Details \_\_\_\_\_  
\_\_\_\_\_**Subject** \_\_\_\_\_Details \_\_\_\_\_  
\_\_\_\_\_

By the duly authorised representatives signing this agreement, the employer and the bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the bid data and addenda thereto as listed in the bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the bidder 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 bid documents and the receipt by the bidder 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 BIDDER:**

**Signature:** .....

**Name:** .....

**Capacity:** ....

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

.....

**Witness:**

**Signature:** .....

**Name:** .....

**Date:** .....

**FOR THE EMPLOYER**

**Signature:** .....

**Name:** .....

**Capacity:** ....

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

.....

**Witness:**

**Signature:** .....

**Name:** .....

**Date:** .....

## **PART C1.2      CONTRACT DATA**

### **C1.2.1      General Conditions of Contract**

The General Conditions of Contract for Construction Works (2015) Third Edition 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).

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

**C1.2.2 Contract Data Provided by Employer****BID N° 626/05/21****FENCING OF BELGRADE SPORTS FIELD AND HALL**

|                                                                 | Clause   |                                                                                                                          |
|-----------------------------------------------------------------|----------|--------------------------------------------------------------------------------------------------------------------------|
| Name of Employer                                                | 1.1.1.15 | The uPhongolo Municipality                                                                                               |
| Address of Employer                                             | 1.2.1    | 61 Martin Street<br>P O Box 191<br>Pongola<br>3170<br>Tel: +27 34 413 1223<br>Fax: +27 34 413 1706                       |
| Name of Engineer                                                | 1.1.1.16 | TJM Consulting Engineers (Pty) Ltd                                                                                       |
| Address of the Engineer                                         | 1.2.1    | 5 Swordfish Street<br>Meerensee<br>Richards Bay<br>3900<br>Email : tjmconsultingeng@gmail.com<br>Cell : +27 079 785 0493 |
| Special Non working days                                        | 5.8      | Public Holidays                                                                                                          |
| Year End Break                                                  | 5.8      | 16 December 2021 to 06 January 2022 (inclusive)                                                                          |
| Time to Deliver Deed of Guarantee                               | 6.2      | 14 days after commencement date                                                                                          |
| Liability of Guarantee                                          | 6.2      | 10% of Contract Sum                                                                                                      |
| Time within which Works will be commenced                       | 5.3      | 14 days after Commencement Date*                                                                                         |
| Programme to be furnished within                                | 5.6      | 14 days from the date of receipt of the Letter of Acceptance                                                             |
| Amount to cover professional fees for repairing damage and loss | 8.6.1.3  | 14% of Required                                                                                                          |
| If required, to be arranged by                                  |          | Contractor                                                                                                               |
| Amount of Special Risks Insurance                               |          | Sum of total bid amount                                                                                                  |
| Minimum Amount of Liability Insurance                           | 8.6      | R3, 000, 000.00 for each and every claim                                                                                 |
| Daywork allowances                                              | 6.5.3    | 50% on gross remuneration of workmen and foremen actually engaged<br>15% on net cost of materials actually used          |

|                                                        | Clause |                                                                       |
|--------------------------------------------------------|--------|-----------------------------------------------------------------------|
| Amount of penalty                                      | 5.13.1 | 0.035 % per calendar day                                              |
| Advance on material not yet built into Permanent Works | 6.10.2 | 80 per cent (subject to provision of Indemnity for Materials on Site. |
| Percentage Retention                                   | 6.10.3 | 10 per cent                                                           |
| Limit of Retention Money                               | 6.10.3 | No limit                                                              |
| Defects Liability Period                               | 7.8.1  | Twelve (12) months                                                    |
| Contract Price Adjustment Schedule                     | 6.8.2  | No Price Adjustments on the Contract                                  |
| Base Month                                             |        | Tender Month                                                          |
| Nearest Business Centre                                |        | Pongola Town                                                          |
| Dispute Resolution                                     | 10.5   | Adjudication                                                          |
| Dispute Determination                                  | 10.7   | Dispute Determination shall be by Arbitration                         |

SIGNATURE OF BIDDER: .....

DATE: .....

**C1.2.3 Data Provided by Bidder**

|                                                                                                 | Clause |                                                 |
|-------------------------------------------------------------------------------------------------|--------|-------------------------------------------------|
| Name of Contractor*                                                                             | 1.2    | .....                                           |
| Address of Contractor*                                                                          | 1.2    | .....<br>.....<br>.....                         |
| Tel:                                                                                            |        | .....                                           |
| Fax:                                                                                            |        | .....                                           |
| Email:                                                                                          |        | .....                                           |
| Time of Completion: *                                                                           | 5.5.1  | <b>12 Weeks</b>                                 |
| Amount of Indemnity to be provided by the Contractor for payment of unused materials on site. * | 6.10   | R ..... *<br>(Amount to be filled in by Bidder) |
| Price variation of special materials*                                                           | 6.8.3  | .....                                           |
| Special materials, items or portions of the Works concerned*                                    |        | .....                                           |
| Method by which variations shall be determined*                                                 |        | .....                                           |
| Rate or price for base month of*                                                                |        | .....                                           |

**\* To be completed by Bidder**

Name of Signatory: .....

Capacity of Signatory: .....

Date: .....

Name of Bidder .....

Address .....

.....

.....

Telephone: ..... Fax: .....

**C1.3: FORM OF GUARANTEE****Employer:** *(name and address)*.....

.....

.....

**Bid No:** .....*(Contract title)* .....**WHEREAS** .....

(Hereinafter referred to as "the Employer") entered into, on the..... day of ..... 20.....,  
a Contract with .....

(Hereinafter called "the Contractor") for *(CONTRACT TITLE)* .....

..... at .....

**AND WHEREAS** it is provided by said Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfillment of the Contract by the Contractor;

**AND WHEREAS** .....(hereinafter referred to as the Guarantor)  
has/have at the request of the Contractor, agreed to give such security;

**NOW THEREFORE WE,** .....  
do hereby guarantee to the Employer under renunciation of the benefits of division and exclusion the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to me/us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
3. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
4. My/Our total liability in terms hereof shall be limited to the sum of R .....  
(in words ..... )  
(5% of the Contract Price) which amount I/we agree to hold at your disposal.

5. I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

6. I/We hereby choose domicilium citandi et executandi for all purposes arising hereof at .....  
.....
7. This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

**IN WITNESS WHEREOF** this guarantee has been executed by us at .....on this

..... day of .....20.....

**Signature:** .....

Duly authorized to sign on behalf of: (Guarantor) .....

Address .....  
.....

**As witnesses:**

1. ....

2. ....

**C1.4: ADJUDICATOR'S AGREEMENT**

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

(name of company / organisation) .....

of (address) .....

..... and the Contractor

(name of company / organisation) ..... of

(address) .....

..... (hereinafter called **the Parties**)

**and**

(name) .....

of (address) .....

..... (hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen\* between the Parties under a Bid No .....

for (contract title) .....

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

(\* Delete as necessary)

**IT IS NOW AGREED** as follows:

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

**SIGNED by:**

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

**Name:**.....**Name:**.....**Name:** .....

who warrants that he/ she is  
duly authorized to sign for and  
on behalf of the **First Party** in  
and on behalf of the presence  
of

who warrants that he/ she is  
duly authorized to sign for and  
on behalf of the **Second Party**  
presence of

the **Adjudicator** in the  
presence of

**Witness:**

**Witness:**

**Witness:**

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

**Name:**.....**Name:**.....**Name:** .....

Address: .....Address: .....Address: .....

.....

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

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

THIS AGREEMENT is made between **uPhongolo Municipality** (hereinafter called the EMPLOYER) of the one part, herein represented by: .....

.....

in his capacity as: .....

AND: .....

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

.....

in his capacity as: .....

duly authorized to sign on behalf of the Contractor.

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

BID No: ..... (CONTRACT TITLE)

.....

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 OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

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

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the

CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

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

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

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

SIGNATURE:.....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

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

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

SIGNATURE:.....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

## EPWP REQUIREMENTS

### **Payment for the labour-intensive component of the works**

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict. Minimum number of local labour to be employed in the project is 10 people.

### **Contractor's default in payment to labourers and employees:**

Any dispute between the Contractor and Labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.

The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honored in time, out of any moneys due or which may become due to the Contractor under the Contract.

### **Applicable labour laws**

The Ministerial Determination, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

#### **1. Introduction**

1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a EPWP.

1.2 In this document –

- a) "department" means any department of the State, implementing agent or contractor;
- b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;
- c) "worker" means any person working in an elementary occupation on a EPWP;
- d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;
- e) "management" means any person employed by a department or implementing agency to administer or execute an EPWP;
- f) "task" means a fixed quantity of work;
- g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
- h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
- i) "time-rated worker" means a worker paid on the basis of the length of time worked.

#### **2. Terms of Work**

2.1 Workers on a EPWP are employed on a temporary basis.

2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a EPWP.

2.3 Employment on a EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

#### **3. Normal Hours of Work**

3.1 An employer may not set tasks or hours of work that require a worker to work–

- a) more than forty hours in any week
- b) on more than five days in any week; and
- c) for more than eight hours on any day.

3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

**4. Meal Breaks**

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

**5. Special Conditions for Security Guards**

- 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

**6. Daily Rest Period**

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

**7. Weekly Rest Period**

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

**8. Work on Sundays and Public Holidays**

- 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 8.2 Work on Sundays is paid at the ordinary rate of pay.
- 8.3 A task-rated worker who works on a public holiday must be paid –
  - a) the worker's daily task rate, if the worker works for less than four hours;
  - b) double the worker's daily task rate, if the worker works for more than four hours.
- 8.4 A time-rated worker who works on a public holiday must be paid –
  - a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
  - b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

**9. Sick Leave**

- 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 9.4 The local labour rate is at R140/task/day.
- 9.5 Accumulated sick-leave may not be transferred from one contract to another contract.
- 9.6 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.7 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.8 An employer must pay a worker sick pay on the worker's usual payday.
- 9.9 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
  - a) absent from work for more than two consecutive days; or
  - b) absent from work on more than two occasions in any eight-week period.
- 9.10 A medical certificate must be issued and signed by a medical practitioner, a qualified

nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

- 9.11 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

## **10. Maternity Leave**

- 10.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5 A worker may begin maternity leave –
- a) four weeks before the expected date of birth; or
  - b) on an earlier date –
    - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
    - (ii) if agreed to between employer and worker; or
  - c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

## **11. Family responsibility leave**

- 11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –
- a) when the employee's child is born;
  - b) when the employee's child is sick;
  - c) in the event of a death of –
    - (i) the employee's spouse or life partner;
    - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

## **12. Statement of Conditions**

- 12.1 An employer must give a worker a statement containing the following details at the start of employment –
- a) the employer's name and address and the name of the EPWP;
  - b) the tasks or job that the worker is to perform; and
  - c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
  - d) the worker's rate of pay and how this is to be calculated;
  - e) the training that the worker will receive during the EPWP.
- 12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 12.3 An employer must supply each worker with a copy of these conditions of employment.

## **13. Keeping Records**

- 13.1 Every employer must keep a written record of at least the following –

- a) the worker's name and position;
  - b) in the case of a task-rated worker, the number of tasks completed by the worker;
  - c) in the case of a time-rated worker, the time worked by the worker;
  - d) payments made to each worker.
- 13.2 The employer must keep this record for a period of at least three years after the completion of the EPWP.

#### 14. Payment

- 14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 14.2 A task-rated worker will only be paid for tasks that have been completed.
- 14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 14.4 A time-rated worker will be paid at the end of each month.
- 14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 14.6 Payment in cash or by cheque must take place –
- a) at the workplace or at a place agreed to by the worker;
  - b) during the worker's working hours or within fifteen minutes of the start or finish of work;
  - c) in a sealed envelope which becomes the property of the worker.
- 14.7 An employer must give a worker the following information in writing –
- a) the period for which payment is made;
  - b) the numbers of tasks completed or hours worked;
  - c) the worker's earnings;
  - d) any money deducted from the payment;
  - e) the actual amount paid to the worker.
- 14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
- 14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

#### 15. Deductions

- 15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 15.4 An employer may not require or allow a worker to –
- a) repay any payment except an overpayment previously made by the employer by mistake;
  - b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
  - c) pay the employer or any other person for having been employed.

#### 16. Health and Safety

- 16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 16.2 **Provision of Hand tools.** The Contractor shall throughout the project duration, provide his/her labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions.

16.3 A worker must –

- a) work in a way that does not endanger his/her health and safety or that of any other person;
- b) obey any health and safety instruction;
- c) obey all health and safety rules of the EPWP;
- d) use any personal protective equipment or clothing issued by the employer;
- e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

**17. Compensation for Injuries and Diseases**

17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

17.2 A worker must report any work-related injury or occupational disease to their employer or manager.

17.3 The employer must report the accident or disease to the Compensation Commissioner.

17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

**18. Termination**

18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

18.2 A worker will not receive severance pay on termination.

18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

**19. Certificate of Service**

19.1 On termination of employment, a worker is entitled to a certificate stating –

- a) the worker's full name;
- b) the name and address of the employer;
- c) the EPWP on which the worker worked;
- d) the work performed by the worker;
- e) any training received by the worker as part of the EPWP;
- f) the period for which the worker worked on the EPWP;
- g) any other information agreed on by the employer and worker.

## **C2: PRICING DATA**

### **C2.1: PRICING INSTRUCTIONS**

### **C2.2: BILL OF QUANTITIES**

## **C2.1 PRICING INSTRUCTIONS**

## **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 comply in general with the measurement and payment clauses of the Standardized Specifications, the Project Specifications and the Particular Specifications, read together with the relevant clauses of the Scope of Work and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

The following will be applicable to activities related to the Expanded Public works programme (EPWP);

- Those parts of the contract to be constructed using labour intensive methods have been marked in the Bills 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 that 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.
- 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 if they are not constructed using labour-intensive methods. Any unauthorized use of plant to carry out work which was not done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

### **3. QUANTITIES REFLECTED IN THE SCHEDULE**

The quantities given in the Bill of Quantities are the estimated quantities of work to be done, and will be subject to re-measurement 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 the contract price for the completed contract shall be computed at the relevant unit rates and prices, all 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. 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 of the work 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. Reasonable unit rates and prices shall be entered in the Bill of Quantities as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

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

## **5. 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 45 of the General Conditions of Contract 2004. 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. Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the stated provisional percentages and sums in the Summary of the Bill of Quantities, will not be tolerated.

## **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, as set out in the Conditions of Tender.

## **8. MONTHLY PAYMENTS**

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 49 of the General Conditions of Contract 2004, 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

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Abbreviations used in the Bill of Quantities, including some non-standard abbreviations, are as follows:

|                     |                         |            |                    |
|---------------------|-------------------------|------------|--------------------|
| mm                  | = millimetre            | h          | = hour             |
| m                   | = metre                 | kg         | = kilogram         |
| km                  | = kilometre             | t          | = ton (1000 kg)    |
| m <sup>2</sup>      | = square metre          | No.        | = number           |
| m <sup>2</sup> pass | = square metre-pass     | sum        | = lump sum         |
| ha                  | = hectare               | MN         | = meganewton       |
| m <sup>3</sup>      | = cubic metre           | MN.m       | = meganewton-metre |
| m <sup>3</sup> .km  | = cubic metre-kilometre | P C sum    | = Prime Cost sum   |
| ℓ                   | = litre                 | Prov sum   | = Provisional sum  |
| kl                  | = kilolitre             | %          | = per cent         |
| MPa                 | = megapascal            | pers. Days | = person days      |
| KW                  | = kilowatt              |            |                    |

## 10. ASSET CODES

The following asset codes will be applicable to the contract:

|   |                             |
|---|-----------------------------|
| C | = Civil infrastructure      |
| M | = Mechanical infrastructure |
| E | = Electrical infrastructure |
| I | = Instrumentation           |

The above details need to be included in the right hand column of the Bill of Quantities marked with an “\*\*”. It is for information purposes only and does not have any relevance to the rates tendered.

## **C2.2: BILL OF QUANTITIES**

| Item       | Payment Ref.                 | Description                                                                                                         | Unit | Qty | Rate | Amount |
|------------|------------------------------|---------------------------------------------------------------------------------------------------------------------|------|-----|------|--------|
|            | <b>SANS 1200 A</b>           | <b>BILL 1 : PRELIMINARY AND GENERAL</b><br>(Applicable to the whole of the Works)                                   |      |     |      |        |
| <b>1,1</b> | <b>8,3</b>                   | <b>FIXED CHARGE ITEMS</b>                                                                                           |      |     |      |        |
| 1.1.1      | 8.3.1                        | Contractual requirements                                                                                            | Sum  | 1   |      |        |
| <b>1,2</b> | <b>8.3.2</b>                 | <b>ESTABLISHMENT OF FACILITIES ON SITE</b>                                                                          |      |     |      |        |
| 1.2.1      | 8.3.2.2                      | Facilities for Contractor                                                                                           |      |     |      |        |
| 1.2.1.1    | 8.3.2.2a                     | Offices and storage sheds                                                                                           | Sum  | 1   |      |        |
| 1.2.1.2    | 8.3.2.2b                     | Ablution and latrine facilities                                                                                     | Sum  | 1   |      |        |
| 1.2.1.3    | 8.3.2.2c                     | Tools and equipment                                                                                                 | Sum  | 1   |      |        |
| 1.2.1.4    | 8.3.2.2d                     | Water supplies, electric power and communications                                                                   | Sum  | 1   |      |        |
| 1.2.1.5    | 8.3.2.2e                     | Dealing with water                                                                                                  | Sum  | 1   |      |        |
| 1.2.2      | 8.3.3                        | Other Fixed-Charge Obligations (Tenderer must specify)                                                              |      |     |      |        |
| 1.2.2.1    | 8.3.3.1a                     |                                                                                                                     | Sum  | 1   |      |        |
| 1.2.2.2    | 8.3.3.1b                     |                                                                                                                     | Sum  | 1   |      |        |
| 1.2.2.3    | 8.3.3.1c                     |                                                                                                                     | Sum  | 1   |      |        |
| 1.2.3      | 8.3.4                        | Removal of site establishment                                                                                       | Sum  | 1   |      |        |
| <b>1,3</b> | <b>8,4</b>                   | <b>TIME RELATED ITEMS</b>                                                                                           |      |     |      |        |
| 1.3.1      | 8.4.1                        | Contractual requirements                                                                                            | Sum  | 1   |      |        |
|            |                              | Operation and maintenance of the facilities on site for the duration of the contract, except where otherwise stated |      |     |      |        |
| 1.3.2      | 8.4.3                        | Facilities for Contractor                                                                                           |      |     |      |        |
| 1.3.2.1    | 8.4.3.1a                     | Offices and storage sheds                                                                                           | Sum  | 1   |      |        |
| 1.3.2.2    | 8.4.3.1b                     | Ablution and latrine facilities                                                                                     | Sum  | 1   |      |        |
| 1.3.2.3    | 8.4.3.1c                     | Tools and equipment                                                                                                 | Sum  | 1   |      |        |
| 1.3.2.4    | 8.4.3.1d                     | Water supplies, electric power and communications                                                                   | Sum  | 1   |      |        |
|            | <b>Total Carried Forward</b> |                                                                                                                     |      |     |      |        |

| Item    | Payment Ref.                    | Description                                                                                                                                                                                                                                                                                                                           | Unit | Qty | Rate | Amount |
|---------|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----|------|--------|
|         | <b>Total Brought Forward</b>    |                                                                                                                                                                                                                                                                                                                                       |      |     |      |        |
| 1.3.3   | 8.4.3                           | Supervision for duration of construction                                                                                                                                                                                                                                                                                              | Sum  | 1   |      |        |
| 1.3.4   | 8.4.5                           | Other Time Related Obligations (Tenderer Must Specify)                                                                                                                                                                                                                                                                                |      |     |      |        |
| 1.3.4.1 | 8.4.5.1a                        |                                                                                                                                                                                                                                                                                                                                       | Sum  | 1   |      |        |
| 1.3.4.2 | 8.4.5.1b                        |                                                                                                                                                                                                                                                                                                                                       | Sum  | 1   |      |        |
| 1.3.4.3 | 8.4.5.1c                        |                                                                                                                                                                                                                                                                                                                                       | Sum  | 1   |      |        |
| 1.3.5   |                                 | Full compliance with all health and safety requirements as laid out in the Occupational Health & Safety Act No.85 of 1994 and all relevant and applicable regulations as promulgated on the 18th of July 2003 under Section 43 of the OHS Act, including all amendments as amended from time to time for the duration of the contract | Sum  | 1   |      |        |
| 1.3.6   |                                 | Provision of an OHS Plan in terms of Clause 5 of the schedule prior to the commencement of the works                                                                                                                                                                                                                                  | Sum  | 1   |      |        |
|         | <b>Total Carried To Summary</b> |                                                                                                                                                                                                                                                                                                                                       |      |     |      |        |

| Item |                                                                                                             | Unit | Qty   | Rate | Amount |
|------|-------------------------------------------------------------------------------------------------------------|------|-------|------|--------|
|      | <b>BILL NO 2</b>                                                                                            |      |       |      |        |
|      | <b><u>EARTHWORKS (PROVISIONAL)</u></b>                                                                      |      |       |      |        |
|      | <b><u>SITE CLEARANCE</u></b>                                                                                |      |       |      |        |
| 1,1  | Clear site for all grub, shrubs, debris etc. @ 2m width around proposed fence.                              | m²   | 3 856 |      |        |
|      | <b><u>EXCAVATION IN EARTHWORKS</u></b>                                                                      |      |       |      |        |
|      | <b><u>Excavation for bulk earthworks exceeding 1m deep</u></b>                                              |      |       |      |        |
| 1,2  | Excavate holes                                                                                              | m³   | 71    |      |        |
| 1,3  | Hard rock (Provisional)                                                                                     | m³   | 2     |      |        |
| 1,5  | Soft Rock (Provisional)                                                                                     | m³   | 2     |      |        |
|      | <b><u>Extra over all excavations for carting away</u></b>                                                   |      |       |      |        |
| 1,6  | Surplus material from excavations and/or stock piles on site, to a re use at the later stage.               | m³   | 4     |      |        |
|      | <b><u>Risk of collapse of excavations</u></b>                                                               |      |       |      |        |
| 1,7  | Sides of trench and hole excavations not exceeding 1.5m deep                                                | m²   | 50    |      |        |
|      | <b><u>Keep excavations free from water</u></b>                                                              |      |       |      |        |
| 1,8  | Keep excavations free of water other than subterranean water                                                | Item | 1     |      |        |
|      | <b><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></b>                                                          |      |       |      |        |
|      | <b><u>25MPa/19mm concrete</u></b>                                                                           |      |       |      |        |
| 1,9  | Holes cast with concrete to balance concrete post and stays                                                 | m³   | 71    |      |        |
| 2,1  | 100x100mm pre-cast concrete posts plugged in earth @ 2.18m high                                             | No   | 472   |      |        |
| 2,2  | 100x100mm pre-cast concrete stays @ 2m long                                                                 | No   | 30    |      |        |
| 2,3  | Pre-cast concrete palisade fencing @ 2.4m high                                                              | m    | 964   |      |        |
|      | <b><u>TEST CUBES</u></b>                                                                                    |      |       |      |        |
| 2,4  | Making and testing of 150x150x150mm concrete strength test cube (Provisional)                               | No   | 3     |      |        |
|      | <b><u>Galvanised steel gates</u></b>                                                                        |      |       |      |        |
| 2,5  | Supply and installation of galvanised gate @ 1,2m wide and 2,1m high including all fittings.                | no   | 1     |      |        |
| 2,60 | Supply and installation of galvanised sliding gate @ 4m long and 2,1m high including rail and all fittings. | Sum  | 1     |      |        |
| 2,7  | Supply and installation of galvanised mild steel razor fence including straining wire and all pins          | m    | 964   |      |        |
|      | <b>Total</b>                                                                                                |      |       |      |        |

**uPHONGOLO MUNICIPALITY**

**FENCING OF BELGRADE SPORTS FIELD AND HALL**

**SUMMARY**

| <b>Description</b>               | <b>Amount Billed</b> |
|----------------------------------|----------------------|
| BILL 1 : PRELIMINARY AND GENERAL |                      |
| BILL 2: FENCING                  |                      |
| <b>SUB-TOTAL</b>                 |                      |
| ADD: 10% CONTINGENCIES           |                      |
| <b>SUB-TOTAL</b>                 |                      |
| ADD: 15% VAT                     |                      |
| <b>TENDER SUM</b>                |                      |

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### C3: SCOPE OF WORK

#### C3.1: STANDARDISED SPECIFICATIONS

The standard specifications on which this contract is based are Standards South Africa's Standardized Specifications for Civil Engineering Construction SABS 1200.

Although not bound in, nor issued with this Document, the following Sections of the Standardized Specifications of SABS 1200 shall form part of this Contract:

|    |      |   |                                                |
|----|------|---|------------------------------------------------|
| AA | 1986 | : | GENERAL                                        |
| AB | 1986 | : | ENGINEER'S OFFICE                              |
| C  | 1980 | : | SITE CLEARANCE (As amended 1982)               |
| DA | 1988 | : | EARTHWORKS (Small Works)                       |
| DB | 1989 | : | EARTHWORKS (Pipe trenches)                     |
| DK | 1984 | : | GABIONS AND PITCHING                           |
| DM | 1981 | : | EARTHWORKS (Roads and Subgrade)                |
| GA | 1982 | : | CONCRETE (Small Works)                         |
| HA | 1990 | : | STRUCTURAL STEELWORKS                          |
| HC | 1988 | : | CORROSION PROTECTION FOR STRUCTURAL STEELWORKS |
| LE | 1982 | : | STORMWATER DRAINAGE                            |
| M  | 1996 | : | ROADS (General)                                |
| MM | 1984 | : | ANCILLARY ROADWORKS                            |
| MH | 1996 | : | ASHPHALT BASE AND SURFACING                    |
| MK | 1983 | : | KERBING AND CHANNELING                         |
| MJ | 1984 | : | SEGMENTED PAVING                               |
| MF | 1981 | : | BASE                                           |
| H  | 1990 | : | STRUCTURAL STEELWORK                           |
| LB | 1983 | : | BEDDING                                        |
| G  | 1982 | : | CONCRETE                                       |
| D  | 1988 | : | EARTHWORKS                                     |

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

SANS 1921 (2004): Construction and Management Requirements for Works Contracts

- Part 1: General Engineering and Construction Works; and
- Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

## C3.2: PROJECT SPECIFICATIONS

### Status

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

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

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

### PART A: GENERAL

#### PS-1 PROJECT DESCRIPTION

##### PS-1.1 Employer's Objective and Overview of the works

The uPhongolo Municipality intends to erect concrete palisade fencing around the Belgrade Sports field and Hall.

The total length of the concrete palisade fencing shall be 1200m long. The PRE-STRESSED CONCRETE PALISADE FENCE SYSTEM will comprise of vertical posts, horizontal rails and vertical pales with an effective height of 2,4 metres. The posts are 2,0 metres centre-to-centre. The stability of each post is maintained by 600mm of the post extending into a pre-excavated hole and subsequently encased with insitu-concrete. The posts are slotted to receive two horizontal concrete rails. The two rails are located at 150mm and 2,25 metres respectively above ground level.

A blanking plate is cast into the foundations at ground level. To complete the system, nine or eleven pre-stressed concrete pales are bolted to the horizontal rails to restrict the vertical opening width to 100mm or 50mm maximum. The fixing of the pales to the rails is by a positive bolted connection, thus enhancing the strength of the structure. The exposed bolt recess at the back of the rail is grouted after erection. Supply and installation of a 4.2m wide industrial vehicular gate and 1.2m wide pedestrian gate.

#### PS-2 EXTENT OF THE WORKS

Under this contract, the successful contractor will be required to undertake the following works:

- C1. Setting out of the facility
- C2. Site clearing.
- C3. Pits excavation
- C4. Erection and concreting of posts
- C5. Erection of horizontal posts
- C6. Erection of intermediates
- C7. Erection of gates
- C8. Construction of guard house

**PS-3 DESCRIPTION OF THE SITE AND ACCESS****PS-3.1 Location of site and Access**

The site is located near Pongola Town.

**PS-4 DETAILS OF THE WORKS**

A brief detail of the works has been summarised under project description.

**PS-4.1 Nature of Ground and Subsoil Investigations**

Subsoil investigations have been undertaken on the site. The details of the subsoil conditions are provided in Part C4 of this document.

**PS-4.2 Ancillary works**

The ancillary works will be carried out as specified in the bill of quantities.

**PS-4.3 Climatic conditions**

The site is in a high summer rainfall region with an average annual precipitation of 650-750 mm.

**PS-4.4 Labour recruitment conditions**

Local labour is to be used and the employment of such labour is to be done in conjunction with the relevant project management structure that is to be formed. A Labour Committee shall be formed that shall assist the Contractor with the recruitment of local labourers to ensure an equal distribution of people employed.

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

**PS-5 CONSTRUCTION AND MANAGEMENT REQUIREMENTS****PS-5.1 General**

The Contractor is referred to SANS 1921: 2004: Construction and Management Requirements for Works Contracts, Part 1: General Engineering and Construction Works, and Part 2: Accommodation of Traffic on Public Roads. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

**PS-5.2 Drawings**

The following drawings will be required to be prepared by the contractor as a minimum:

- Site layouts for the contractor's camp and office accommodation
- Site layouts for the Engineer Representative's temporary office accommodation
- Scaffolding and all staging work

The costs of the designs will be deemed to have been included in the scheduled items in the Schedule of Quantities. No other additional payments will be certified to cover these activities.

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

**PS-5.3 Quality Assurance (QA)** *(Read with SANS 1921 – 1: 2004 clause 4.4)*

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

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

**PS-5.4 Planning and Programme** *(Read with SANS1921-1:2004 clause 4.3)***Preliminary programme**

The Contractor shall include with his tender a preliminary programme on the prescribed form to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

Tenderers may submit tenders for an alternative Time for Completion in addition to a tender based on the specified Time for Completion. Each such alternative tender shall include a preliminary programme similar to the programme above for the execution of the works and shall motivate his proposal clearly by stating all the financial implications of the alternative completion time.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

The following constraints shall be taken into account in preparing the preliminary construction programme which must be submitted with the Tender. These same constraints shall apply to the final construction programme.

- a) The Contract time is as indicated in the contract data. Plant and personnel requirements to complete the project during the project period must be incorporated in the Tender.
- b) A high standard of traffic accommodation
- c) The relocation of services is to be determined during construction.

**Programme in terms of Clause 5.6 of the General Conditions of Contract**

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

**PS-5.5 Management and disposal of water** *(Read with SANS 1921 - 1: 2004 clause 4.6)*

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

**PS-5.6 Earthworks** *(Read with SANS 1921 - 1: 2004 clause 4.10)***Borrow pits and spoil areas**

The borrow pits to be used for this contract shall be pointed out at the Site Inspection. The Contractor shall be permitted to use only those borrow pits approved by the Engineer.

The spoil sites shall be determined on site in conjunction with the Engineer and the Municipality. The Contractor shall be permitted to use only those spoil areas approved by the Engineer.

Should the Contractor wish to use any other tip area for the disposal of soil, rubble, vegetation, etc., its use shall be subject to the approval of the Engineer and the landowner.

**PS-5.7 Testing** *(Read with SANS 1921 – 1: 2004 clause 4.11)***Process control**

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

The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

**Acceptance control**

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

**PS-5.8 Site Establishment** *(Read with SANS 1921 - 1: 2004 clause 4.14)***Contractor's camp site and depot**

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

The chosen site shall be subject to the approval of the Engineer and the municipality. Possible locations for a campsite shall be pointed out at the Site inspection. The Contractor shall conform to all local authority, environmental and industrial regulations.

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

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

**Accommodation of Employees**

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

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

No informal housing or squatting will be allowed.

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

**PS-5.9 Survey beacons** *(Read with SANS 1921 - 1: 2004 clause 4.15)*

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

**PS-5.10 Existing Services** *(Read with SANS 1921 - 1: 2004 clause 4.17)*

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

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

*Services belonging to the following service owners are indicated on the drawings:*

| <u>Service owner</u> | <u>Type of service</u> |
|----------------------|------------------------|
| Eskom                | Cables and poles       |
| Telkom               | Cables and poles       |

A provisional amount is included in the bill of quantities for the protection of services.

Prior to commencing construction activities in a particular area, the Contractor shall also diligently enquire of local landowners as to whether there are any other known services which have not been shown on the drawings, but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the Engineer immediately.

The Contractor shall take note of the requirements of clause 1202 of the standard specifications with regard to services.

**PS-5.11 Health and Safety** *(Read with SANS 1921 - 1: 2004 clause 4.18)*

**PS-5.11.1 General statement**

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

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

**C1.2.4****Health and Safety Specifications and Plans****(a) Employer's Health and Safety Specification**

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

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

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

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

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

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

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

**Cost of compliance with the OHSA Construction Regulations**

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

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

**PS-5.11.2 Requirements for Accommodation of Traffic (Read with SANS 1921 - 2: 2004)****General**

The Contractor will be responsible for the safe and easy passage of public traffic past and on sections of roads of which he has occupation or where work has to be done near traffic.

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

Accommodation of traffic, where applicable shall comply with SANS 1921-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

### Basic Requirements

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

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective, and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc, have been repaired to his satisfaction.

The Contractor may not commence constructional activities affecting existing roads before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

### Payment

The Contractor's tendered rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

#### **PS-5.12 Management of the environment** *(Read with SANS 1921 - 1: 2004 clause 4.19)*

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

##### **(a) Natural Vegetation**

The Contractor shall confine his operation to the limits of the road reserve for the purpose of constructing the works and where applicable detours, shall be sited in consultation with the Engineer and the local communities.

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

##### **(b) Fires**

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

##### **(c) Environmental Management Plan**

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

**BID N° 626/05/21****BELGRADE SPORTSFIELD AND HALL PRE-STRESSED CONCRETE  
PERIMETER FENCING****PART C4: SITE INFORMATION****INDEX**

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## PART C4: SITE INFORMATION

### 1.1 Locality Plan

The site is within uPhongolo Municipality in Ward 05.



### 1.2 Conditions on Site: Geotechnical Report

Subsoil investigations have been carried out on site and results may be obtained from the Engineer on request.

**Bid N° 626/05/21**

**BELGRADE SPORTS FIELD AND HALL PRE-STRESSED CONCRETE  
PERIMETER FENCING**

**PART C5: DRAWINGS**

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**PART C5: DRAWINGS**

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work. The drawings are issued as a separate book of drawings.

The work shall be carried out in accordance with the latest available revision of the drawings approved for construction (AFC)

At commencement of the contract, the Engineer shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Engineer may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

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

Tender drawings are issued separately and are listed hereunder:

| DRAWING DETAILS     |                 | TITLE                                                   |
|---------------------|-----------------|---------------------------------------------------------|
| Element of Contract | Drawing N°      | Description                                             |
|                     | TJM002/09/201BE | Pre-stressed Concrete Palisade Fencing and Gate Details |

