DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

TENDER DOCUMENT

TENDER T33/2021: APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF PAVED ROADS AND STORMWATER DRAINAGE IN WARD 11 DAGGAKRAAL

PREPARED BY:
The Municipal Manager (Acting)
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NAME OF TENDERER: ……...

TENDER AMOUNT (INCL. VAT):……..

CLOSING DATE: FRIDAY, 29 NOVEMBER 2021 AT 12:00 PM

DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

TENDER T33/2021: APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF PAVED ROADS AND STORMWATER DRAINAGE IN WARD 11 DAGGAKRAAL

CLOSING DATE AND TIME TUESDAY,29 NOVEMBER 2021 AT 12:00 PM

Tenders are hereby invited from Local SMME's, emerging contractors and co-operatives to submit bids for the **TENDER T33/2021: APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF PAVED ROADS AND STORMWATER DRAINAGE IN WARD 11 DAGGAKRAAL** Tenders should have a CIDB contractor grading of 2CE or higher.

Tender documents will be obtainable on **18 NOVEMBER 2021** from **09:00am** at the Finance Department (Volksrust Offices) upon payment of a non-refundable tender levy. Only bank guaranteed cheques or cash will be accepted.

The compulsory briefing session will be held on the 18 NOVEMEBR 2021 at 10:00 at the Municipal Offices in Volksrust.

Duly completed tenders must be sealed in an envelope clearly marked: **"ACTING MUNICIPAL MANAGER, DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY, TENDER T33/2021: APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF PAVED ROADS AND STORMWATER DRAINAGE IN WARD 11 DAGGAKRAAL** CLOSING DATE: **TUESDAY,29 NOVEMBER 2021 AT 12:00 PM** AT 12H00 must be placed in the tender box at Dr Pixley Ka Seme Local Municipality offices, c/o Adelaide Tambo Street & Dr Nelson Mandela Drive in Volksrust not later than **12:00 PM** when tenders will be opened in public.

Late tenders, incomplete tender documents and tenders per email or fax will not be accepted and the Dr Pixley Ka Isaka Seme Local Municipality does not bind itself to accept the lowest or any tender. Dr Pixley Ka Isaka Seme Local Municipality reserves itself the right to accept a tender as a whole or in part.
All administrative enquiries can be directed to Mrs N Khuzwayo at 017 734 6141 and the technical enquiries can be directed to Mr B Buthelezi at 017 734 6187.

MR. N T MOKAKO
ACTING MUNICIPAL MANAGER **NOTICE NO:70/2021**

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DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

TENDER T33/2021: APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF PAVED ROADS AND STORMWATER DRAINAGE IN WARD 11 DAGGAKRAAL

T1.2 Bid Data

The conditions of Bid are the Standard Conditions of Bid as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of Bidders as an Annex to this Bid Data

The Standard Conditions of Bid make several references to the Bid Data for details that apply specifically to this Bid. The Bid Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Bid. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Bid to which it mainly applies.

The additional conditions of Bid are:

Clause number	Bid Data
F.1.1	The employer is: **DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY** c/o Adelaide Tambo Street & Dr Nelson Mandela Drive Volkrust 2470 The term “bid” in the context of this standard is synonymous with the term “tender”.
F.1.1.1.	The Employer and each Bidder submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in Clauses 2 and 3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
F.1.2	The Bid documents issued by the employer comprise: T1.1 Bid notice and invitation to Bid T1.2 Bid data T2.1 List of returnable documents T2.2 Returnable schedules **Part 1: Agreements and contract data** C1.1 Form of offer and acceptance (Yellow) C1.2 Contract data (Yellow) C1.3 Form of Guarantee (Yellow) C1.4 Adjudicator’s appointment **Part 2: Pricing data** C2.1 Pricing instructions (Yellow) C2.2 Activity schedules / Bills of Quantities (Yellow) **Part 3: Scope of work** C3 Scope of work (Blue) **Part 4: Site information** C4 Site information
F.1.4	Communication and Employer’s Agent (also known as the Engineer): Name: **Vuxaka Consulting Engineers** Address: **23 No. 01 Egedacht, Ermelo 2350** Tel: 013 755 1693 Fax: 013 752 4136 E-mail: admin@vuxaka.co.za

	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, and in the language stated in the tender data. The employer shall not take any responsibility for non-receipt of communications from or by a bidder. The name and contact details of the employer's agent are stated in the tender data. The language for communications is **English**
F.1.5.1	**The employer's right to accept or reject any Bid offer:** The employer may, prior to the award of the tender, cancel a tender if: (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received.
F.1.5.3	The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a Bidder for such cancellation and rejection but shall give written reasons for such action upon written request to do so.
F.1.6.1	Replace the contents of the clause with the following: Notwithstanding the provisions of 3.9, the competitive negotiation procedure shall not apply in any circumstances, particularly where the requirements of 3.8 relating to the material deviations or qualifications will affect the competitive position of tenderers.
F.2.1	**Bidder's Obligations:** Eligibility Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
	Only those Bidders who satisfy the following criteria are eligible to submit bids: • Only Bidders who employ staff which satisfy EPWP requirements are eligible to submit bids. The Bidder must have a staff member who has completed, or, is registered for training towards, the NQF level 5-unit standards "Develop and Promote Labour Intensive Construction Strategies" • Only those Bidders who are registered with the National Treasury Central Service Provider Data Base (CSD), and • Only those Bidders who are registered with the CIDB, in a Contractor Grading equal to or higher than a Contractor Grading designation determined in accordance with the sum offered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 2**CE PE or 3CE** or Higher Class of construction work, are eligible to submit Bids. Joint Ventures are eligible to submit bids provided that: • Every member of a Joint Venture is registered with the CIDB within 10 days from the closing date of Bids; • The lead partner has a Contractor Grading Designation in the 2**CE PE or 3CE** or Higher class of construction work; and, • The combined Contractor Grading Designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation determined in accordance with the sum offered for a 2**CE PE or 3CE** or Higher class of construction work, is eligible to submit Bids.
F.2.2.1	Bidder's Obligations: Cost of Bidding Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer

	for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.
F.2.2.2	Accept that the Employer will not compensate the Bidder for any costs incurred in attending interviews in the office of the employer or the Employer's agent (if required).
F.2.3	**Check documents:** Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
F.2.4	**Confidentiality and copyright of documents:** Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
F.2.5	**Reference Documents:** The document "General Conditions of Contract for Construction Works, Third Edition 2015 (GCC 2015)" of the South African Institute of Civil Engineers. Bidders, Contractors and Sub-Contractors shall obtain their own copies of this document for Bidding purposes and for use for the duration of the Contract from: The Secretary **South African Institution of Civil Engineering** Private Bag X200 **Halfway House** 1685 or **SAICE House** Block 19 Thornhill Office Park Becker Street **Midrand** Tel. 011 805 5947 and shall bear all expenses in this regard.
F.2.6	**Acknowledge addenda:** Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
F.2.7	**A compulsory site visit and clarification meeting will be held as follows**: **Location**: **Municipal Offices in Volksrust** **Date**: 18 NOVEMBER 2021 **Starting time**: 10h00 Bidders must sign the attendance list in the name of the Bidding entity. Addenda will be issued to and Bids will be received only from those Bidding entities appearing on the attendance list.
F.2.8	**Seeking Clarification:** Replace the contents of the clause with the following:

	Request clarification of the Bid Documents, if necessary, by notifying the Employer's Official or the Employer's Agent indicated in the Bid Notice and Invitation to Bid (Section T1.1) in writing at least ten (10) working days before the closing time stated in clause 2.15.
F.2.11	**Alterations to Document:** Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer or to correct errors made by the Bidder. To correct errors made, draw a line through the incorrect entry and write the alteration above in black ink and write the initials of the authorized signatories next to the alteration. Do not make erasures using masking fluid.
F.2.11	**Alternative Bid Offers:** No alternative offers will be accepted
F.2.13	**Submitting of Bid Offer:** Add the following to the clause: No claim will be entertained for faults in the Offer Price resulting from any discrepancies, omissions or indistinct figures.
F.2.13.1	Each Bidder is required to return the complete set of documents as listed in the Tender Data with all the required information supplied and completed in all respects.
F.2.13.3	Parts of each Bid Offer communicated on paper shall be submitted as an original plus **zero** copies.
F.2.13.4	Add the following to the clause: "Only authorized signatories may sign the original and all copies of the Bid Offer where required in terms of 2.13.3. In the case of a ONE-PERSON CONCERN submitting a Bid, this shall be clearly stated. In case of a COMPANY submitting a Bid, include a copy of a resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company. In the case of a CLOSED CORPORATION submitting a Bid, include a copy of a resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf. In the case of a PARTNERSHIP submitting a Bid, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such authorisation shall be included in the Bid. In the case of a JOINT VENTURE submitting a Bid, include a resolution of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture." Accept that failure to submit proof of authorisation to sign the Bid shall result in a Bid Offer being regarded as non-responsive.

F.2.13.5	**Delivery of Bid:** The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: **Location of tender box**: **Physical address**: c/o Adelaide Tambo Street & Dr Nelson Mandela Drive, Volksrust; **Postal address**: Private Bag X 9011, Volkrust, 2470 **Identification details**: "MUNICIPAL MANAGER, DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY **TENDER NO. T33/2021: APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF SEWER RETICULATION NETWORK IN WAKKERSTROOM WARD 5 PHASE 2"**
F.2.13.6	**Two-envelope procedure:** A two-envelope procedure will not be followed.
F.2.13.9	Telephonic, telegraphic, telex, facsimile, electronic or e-mailed Bids will not be accepted. Accept that a tender submitted to the Employer cannot be withdrawn or substituted. No substitute tenders will be considered. All tenders received by the Dr Pixley Ka Isaka Seme Local Municipality will remain in the Municipality's possession until after the stipulated closing date and time.
F.2.14	**Information and Data to be completed in all respects:** Add the following to the clause: "Accept that the Employer shall in the evaluation of Bid Offers take due account of the Bidder's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2 of contracts of a similar nature and magnitude which they have successfully executed in the past."
	Accept that the Employer is restricted in accordance with clause 4(4) of the Construction Regulations 2003, to only appoint a Contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to Health & Safety (as required in clause 2.23) shall be regarded as justifiable and compelling reasons not to award a Contract to a Bidder."
2.15.1	**Closing time:** The closing time and location for the submission of Bid Offers are: Closing date: 29 NOVEMBER 2021 Closing Time:12h00 Location: In the Tender Box placed at c/o Adelaide Tambo Street & Dr Nelson Mandela Drive, Volksrust 2470
2.16.1	**Tender offer validity:**

	The bid offer validity period is **90 days.** Add the following to the clause: If the Bid validity expires on a Saturday, Sunday or public holiday, the Bid shall remain valid and open for acceptance until the closure of business on the following working day.
2.17	**Clarification of Bid Offer after Submission:** Replace the contents of the clause with the following clause: "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 resulting from the product of the unit rate and the quantity by the adjustment of certain line item totals. No change in the unit rate or prices or substance of the Bid Offer is sought, offered, or permitted. The total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals and shall be binding upon the Bidder. Therefore no change in the competitive position of tenderers or substance of the tender offer is sought, offered or permitted"
2.18	**Provide other material:** The Bidder shall, when requested by the Employer to do so, submit the names of all Management and Supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
2.19	**Inspections, tests and analysis:** The Bidder must provide access during working hours to his premises for inspections on request.
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 14 days after the closing date for submission of Bids.
2.23	**Certificates:** The following certified certificates / information/ documents must be provided with the Bid Offer (any Bid not complying with the below stipulations, listed a. to l. will be regarded as non-responsive and will therefore not be considered for further evaluation): a. Authority for signature on an original company letterhead. b. Copies of Company / CC / Trust / Partnership registration certificates as well as signed agreements and power of attorney for Joint Venture / Consortium if applicable c. Joint Venture Agreement and Power of attorney in case of Joint Ventures d. Bidders must submit a tax compliance verification pin on a SARS letterhead; and e. Certificate of Contractor Registration of CIDB Grading of 2CE PE or 3CE (and / or higher grading) issued by the Construction Industry Development Board. Certificates of Registration in respect of each partner, where a bidder satisfied the CIDB Contractor grading designation requirements through the formation of a joint venture; f. Evidence of registration and proof of good standing with the Department of Labour in terms of section 80 of the compensation for injury and Disease Act (COID) (Act No 130 of 1993); g. Copy of Identity Document (if member is a one-man concern) h. Copy of Deed of Trust (if a trust is involved) i. Copy of three (3) years audited annual financial statements. j. Copy of the curriculum vitae of the person who prepares the Contractor's Health and Safety Plan, and

	k. Copy of curriculum vitae of the Health and Safety officer the successful bid intends appointing in accidence with the Occupational and Safety Act. l. Copy of Municipal utility account for the company and/or Directors, which is not more than three (03) months old and not in arrears must be attached. If Municipal Services are paid by the Lessor, in the case where the bid is leasing the premises occupied, a copy of valid Lease Agreement and proof of payment of Municipal Services, which is not more than three (03) months old and in arrears, must be submitted. (Form L). m. Proof of Central Supplier Database registration. This must be submitted for all members / partners in case of Joint Venture / Partnership. **Note:** Failure to provide these documents will result in the tender not being evaluated further in terms of **Method 4 (Functionality, Price and preference)**
2.24 (Add the following new Clause)	**Canvassing and obtaining of additional information by Bidder's** Accept that no Bidder shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer's agent in respect of his Bid, after the opening of the Bids but prior to the Employer arriving at a decision thereon. No Bidder shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of Bids."
2.26 (Add the following new Clause)	**Awards to close family members of persons in the service of the state** Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R 2 000.00 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause 2.25), or has been in the service of the state in the previous twelve months, including – a) the name of that person; b) the capacity in which that person is in the service of the state; and c) the amount of the award. In order to give effect to the above, the questionnaire for the declaration of interests in the bid of persons in service of state must be completed (Form H)."
2.26 (Add the following new Clause)	**Tax compliance pin:** Submission of a Tax Compliance Verification Pin on a SARS letterhead is compulsory." "Bidders should note, that in accordance with legislation, no contract may be awarded to a / a person / entity who has failed to submit a Tax Compliance Verification Pin on a SARS letterhead from the South African revenue Service (SARS)
3.1	**Respond to clarification** Replace the contents of the clause with the following: Respond to a request for clarification received up to ten (5) working days before the Bid Closing time stated in the Bid Data and notify all Bidders who drew procurement documents within seven (7) working days of the same date.
3.4	**Opening of Bid submissions** Bids will be opened immediately after the closing time for Bids

3.5	**Two-envelope system** The two-envelope system shall not apply.
3.8.1	**Test for responsiveness** Determine, after opening and before detailed evaluation, whether each tender offer properly received: a) complies with the requirements of these Conditions of Tender, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents.
3.8.2	A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
3.9	**Arithmetical Errors** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with 3.11 for: a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii) the summation of the prices. The Employer must correct the arithmetical errors in the following manner: a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern. b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.
3.11	**Evaluation of Bids** The procedure for the evaluation of responsive Bids is **Method 4 (Quality, Financial Offer and Preference Points).**

3.11.1	**General** Evaluation of Bid Offers **Scoring Functionality** Functionality of responsive bids submitted will be evaluated according to the predetermined criteria described below, considering, among other factors, the quality, reliability and the technical capacity and ability of a Bidder. A Bid will not be evaluated further if it fails to meet the minimum threshold of **total 60 points** out of **maximum 100 points** for functionality as prescribed in the following tables:

CATEGORY	**FUNCTIONAL CRITERIA**	**POINTS ALLOCATION**
i	Experience of the bidder	50
ii	Key personnel qualifications and experience	40
iii	List of Plant	10
TOTAL		**100**

(i) EXPERIENCE OF THE BIDDER (50 POINTS)

The Bidder must submit proof of successfully completed similar projects, i.e. construction of paved roads. **(Certified Copies of Appointment Letters and Completion Certificates must be attached)**.

TARGETED GOALS	**POINTS ALLOCATION**
Bidder has submitted no information or inadequate information to determine scoring levels	0
Bidder has successfully completed at least 1 similar project with a project value of R1 000 000.00 or more	20
Bidder has successfully completed at least 2 similar projects with a project value of R1 000 000.00 or more	35
Bidder has successfully completed at least 3 similar projects with a project value of R1 000 000.00 or more	50

(ii) KEY PERSONNEL QUALIFICATIONS AND EXPERIENCE (40 POINTS)

The Bidder must submit Proposed Team Structure, identifying Site Agent, Site Foreman and Safety Officer as key personnel. **(Copies of CVs and certified copies of qualifications certificates must be attached)**.

KEY PERSONNEL	**TARGETED GOALS**	**POINTS ALLOCATION**
Site Agent NQF level 5 (Manage Labour Intensive Construction)	No information or inadequate information submitted to determine scoring level	0
	Site Agent with NQF 5 and 1 – 3 years of relevant construction experience	15
	Site Agent with NQF 5 and more than 3 years of relevant construction experience	20

Site Foreman NQF Level 4	No information or inadequate information submitted to determine scoring level	0
	Site Foreman with NQF 4 and 1 – 3 years of relevant construction experience	5
	Site Foreman with and NQF 4 and more than 3 years of relevant construction experience	10
Safety officer SAMTRAC accredited qualification	No information or inadequate information submitted to determine scoring level	0
	Safety officer with SAMTRAC accredited qualification and 1 – 3 years of relevant construction experience	5
	Safety officer with SAMTRAC accredited qualification and more than 3 years of relevant construction experience	10

(iii) LIST OF PLANT (10)

Bidders are expected to have the following minimum plant: Excavator, TLB, Flat Bed Truck and LDV Bakkie. **(Registration documents of plant owned or letter of intent to rent the relevant plant with registration documents must be attached)**

TARGETED GOALS	POINTS ALLOCATIONS
No relevant documents attached	0
Grader	4
TLB	2
Smooth Drum Roller (10 ton)	2
Water Tanker (5000 litres or larger)	2

All responsive bids that qualify by meeting the minimum thresholds for functionality will then be evaluated on price and preference in accordance with the Preferential Procurement Regulations 2017 (Government Gazette No. 40553 dated 20 January 2017). The points scored for functionality are not carried over or considered in the calculation of the Financial and Preference evaluation.

For bids with a Rand Value above R30,000.00 and up to a Rand value of R50 million (80/20)

(1) The following formula will be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000.00 and up to a Rand value of R50 million, inclusive of all applicable taxes.

Score the financial offers using the following formula:

$NFO = W1 \times A$

where

*N*FO is the number of tender evaluation points awarded for the financial offer;

*W*1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data; *A* is the number calculated using the relevant formula described as stated in the tender

The financial offer will be scored using the following formula:

$$A = \left(1 - \frac{P - Pm}{Pm}\right)$$

The value of W1 is:

80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000

Up to 100 minus W1 tender evaluation points will be awarded to Bidders who complete the preferencing schedule and who are found to be eligible for the preference claimed.

(2) Subject to sub-regulation (3) below, points must be awarded to a Bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

(3) A Bidder must submit proof of its B-BBEE status level of contributor.

(4) A Bidder failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but:

(a) may only score points out of 80 for price; and
(b) Scores 0 points out of 20 for B-BBEE.

(5) A Bidder may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the Bidder intends subcontracting more than 30% of the value of the contract to any other person not qualifying for at least the points that the Bidder qualifies for, unless the intended Sub-Contractor is an EME that has the capability to execute the subcontract.

(6) The points scored by a Bidder for B-BBEE in terms of sub-regulation (2) must be added to the points scored for price under sub-regulation (1).
(7) The points scored must be rounded off to the nearest two decimal places.

(8) Subject to sub-regulation (9) and regulation 11, the contract must be awarded to the Bidder scoring the highest points.

(9) (a) If the price offered by a Bidder scoring the highest points is not market-related, the organ of state may not award the contract to that Bidder.

(b) The organs of state may:

(i) negotiate a market-related price with the Bidder scoring the highest points or cancel the tender;
(ii) if the Bidder does not agree to a market-related price, negotiate a market-related price with the Bidder scoring the second highest points or cancel the tender;
(iii) if the Bidder scoring the second highest points does not agree to a market-related price negotiate a market-related price with the Bidder scoring the third highest points or cancel the tender.

(c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

3.13.1 **Acceptance of Bid Offer**

A Bid Offer will only be accepted on condition that such acceptance is not prohibited in terms of clause

	44 of the Municipal Supply Chain Management Regulations published in terms of the Municipal Finance Management Act, 2003.
F.3.17	**Copies of Contract** The successful Bidder shall receive ONE (01) copy of the signed Contract.
	The additional Conditions of Bid are: 1 Dr Pixley Ka Isaka Seme Local Municipality may also request the Bidder to provide written evidence that his financial, labour and resources are adequate for carrying out project. 2 The Dr Pixley Ka Isaka Seme Local Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Bidder. The Bidder shall provide all reasonable assistance in such investigations. 3 The Dr Pixley Ka Isaka Seme Local Municipality reserves the right to appoint a different Service Provider for each project. The Bidder shall be required to complete the Form of Offer and the Bill of Quantities for each project. 4 The bid document shall be submitted and shall not be taken apart. 5 List of Returnable Documents (PART T2) must be completed in full. A bidder's company profile will not be used by the Dr Pixley Ka Isaka Seme Local Municipality to complete PART T2 on behalf of the Bidder. PLEASE NOTE: If PART T2 is not completed in full by the Bidder, this offer will be rejected.

Standard Conditions of Bid

(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)

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
d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a Bid process or the rejection of all responsive 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 Biding

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 Clarification meeting

Attend **compulsory a clarification meeting** at which Bidders may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the 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 the 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 and described in the scope of works, 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 **12h00 on Tuesday, 29 NOVEMBER 2021** as 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.

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the 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

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 rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate 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: Financial offer	1) Rank Bid offers from the most favorable to the least favorable comparative offer. 2) Recommend highest ranked Bidder for the award of the contract unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score Bid evaluation points for financial offer.
	2) Confirm that Bidders are eligible for the preferences claimed and if so, score Bid evaluation points for preferencing. 3) Calculate total Bid evaluation points. 4) Rank Bid offers from the highest number of Bid evaluation points to the lowest. 5) Recommend 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: 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. 2) Score Bid evaluation points for financial offer. 3) Calculate total Bid evaluation points. 4) Rank Bid offers from the highest number of Bid evaluation points to the lowest. 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: 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. 2) Score Bid evaluation points for financial offer. 3) Confirm that Bidders are eligible for the preferences claimed, and if so, score Bid evaluation points for preferencing. 4) Calculate total Bid evaluation points. 5) Rank Bid offers from the highest number of Bid evaluation points to the lowest. 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. .

DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF PAVED ROADS AND STORMWATER DRAINAGE IN WARD 11 DAGGAKRAAL

T2.1 List of Returnable Documents

The Bidder must complete the following returnable documents:

1 Returnable Schedules required only for Bid evaluation purposes

- Certificate of authority for joint ventures (where applicable)
- Compulsory Enterprise Questionnaire
- Record of Addenda to Bid Documents
- Proposed Amendments and Qualifications
- Schedule of Subcontractors
- Schedule of Plant and Equipment
- Schedule of the Bidder's Experience
- Municipal statement on Bidder's rates and taxes

2 Other documents required only for Bid evaluation purposes

- completed tender documents;
- a company profile;
- a company registration certificate;
- certified ID copies of the company's shareholders, members, trustees, etc
- a valid tax clearance certificate;
- a proposed construction / works programme;
- letter confirming a signatory of authority
- CIDB registration certificate (2CE PE or 3CE or higher)
- an original B-BBEE certificate; and
- proof of purchase of the Bid document (i.e., copy of the receipt)

Note: Failure to provide these documents will result in the tender not being evaluated as per **Method 4 (Functionality, Price and preference)**

3 Returnable Schedules that will be incorporated into the contract

- Preferencing Schedule (direct preferences)

4 Other documents that will be incorporated into the contract

5 The offer portion of the C1.1 Offer and Acceptance

6 C1.2 Contract Data (Part 2)

7 C2.2 Bills of quantities

Record of Addenda to Bid documents

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

	Date	**Title or Details**
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Bidder			

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

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

NAME OF FIRM	**ADDRESS**	**DULY AUTHORISED SIGNATORY**
Lead partner		Signature. . . . . . Name …….. Designation
		Signature. . . . . . Name …….. Designation
		Signature. . . . . . Name …….. Designation
		Signature. . . . . . Name …….. Designation

Schedule of Proposed Subcontractors

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

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

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

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

Signed		Date	
Name		Position	
Bidder			

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 or will acquire or hire for this contract if my/our Bid is accepted.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Bidder			

Schedule of the Bidder's Experience

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

Employer, contact person and telephone number.	Description of contract	Value of work inclusive of VAT (Rand)	Date completed
`			

Signed		Date	
Name		Position	
Bidder			

Proposed amendments and qualifications

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

The Bidder's attention is drawn to clause F.3.8 of the Standard Conditions of Bid referenced in the Bid Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed		Date	
Name		Position	
Bidder			

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

BID NUMBER: T33/2021 CLOSING DATE: Tuesday, 29 NOVEMBER 2021 CLOSING TIME: 12:00

DESCRIPTION: **TENDER T33/2021 APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF PAVED ROADS AND STORMWATER DRAINAGE IN WARD 11 DAGGAKRAAL**

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7.2)

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

Dr Pixley ka Isaka Seme Local Municipality Offices (Entrance Foyer)
Cnr Adelaide Tambo Street and Dr Nelson Mandela Drive
Volksrust
2470

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

The bid box is generally open during normal office hours from Mondays to Fridays (07:45 to 16:30).

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, 2011.

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……

TELEPHONE NUMBER: ……

FACSIMILE NUMBER: CODE: …… NUMBER……

E-MAIL ADDRESS: ……

VAT REGISTRATION NUMBER: ……

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (MBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES or 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 ACCREDITATION SYSTEM (SANAS); OR……☐

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 or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER: ……

DATE: ……

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

TOTAL BID PRICE: ……

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality: Dr Pixley ka Isaka Seme Local Municipality

Department: Supply Chain Management Unit

Contact Person: Mrs N Khuzwayo

Tel: 017 734 6163

Fax: 086 630 2209

E-mail address: khuzwayo@pixleykaseme.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Department: Technical & Engineering Services Department

Contact Person:

Tel: 017 734 6329

Fax: 086 630 2209

E-mail address: luthando@pixleykaseme.go.za

TAX CLEARANCE CERTFICATE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

MBD 4

DECLARATION OF INTEREST

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

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

(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

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

3.7.1 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**

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**

3.9.1 If so, furnish particulars.

……

……

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

3.11.1 If so, furnish particulars.

……

CERTIFICATION

I, THE UNDERSIGNED (NAME) ……...……

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

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

…….. ……
Signature Date

…… ……
Position Name of Bidder

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

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1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated not to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

		POINTS
1.3.1.1	**PRICE**	**80**
1.3.1.2	**B-BBEE STATUS LEVEL OF CONTRIBUTION**	**20**
	Total points for Price and B-BBEE must not exceed	**100**

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

2.1 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in Section 1 of the Broad -Based Black Economic Empowerment Act;

2.3 **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

2.8 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

2.9 **"EME"** means any enterprise with an annual total revenue of R5 million or less;

2.10 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 **"non-firm prices"** means all prices other than "firm" prices;

2.13 **"person"** includes a juristic person;

a. **"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:

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

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

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

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the

contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub- contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8. SUB-CONTRACTING

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

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted? ….……%

(ii) the name of the sub-contractor ……..

(iii) the B-BBEE status level of the sub-contractor? ……..

(iv) whether the sub-contractor is an EME? YES / NO
(delete which is not applicable)

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm : .....

9.2 VAT registration number : .....

9.3 Company registration number .....:

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation

☐ Company
☐ (Pty) Limited
[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……

……

…….. .....

9.6 COMPANY CLASSIFICATION

☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated .....……..

Registered Account Number …….....……

Stand Number ...…….

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

.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct;

(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have:

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES:

1. ……

2. ……

…….....
SIGNATURE(S) OF BIDDER(S)

DATE: ……..

ADDRESS: ……...

….……...

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)……. in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number…….. at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;
   - Declaration of Bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT) …….

CAPACITY …….

SIGNATURE …….

NAME OF FIRM …….

WITNESSES

1 …….

2 …….

DATE: ……..

CONTRACT FORM - RENDERING OF SERVICES

PART 1 (TO BE FILLED IN BY THE PURCHASER /THE MUNICIPALITY)

1. I…….…….. in my capacity as ……..…… accept your bid under reference number …… dated …… for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

SIGNED AT …… ON …….....

NAME (PRINT) ……

SIGNATURE ……

OFFICIAL STAMP

WITNESSES
1 ……
2 ……
DATE: ……..

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidder may be rejected if that bidder, or any of its directors have:

   a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
   b) been convicted for fraud or corruption during the past five years;
   c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
   d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	**Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?** **(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied).** **The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
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)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		

Item	Question	Yes	No
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 ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
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 ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

…….. **…….**

Signature **Date**

…….. **…….**

Position **Name of Bidder**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids invited.

2. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3. Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

   a. take all reasonable steps to prevent such abuse;

   b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

   c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;

   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation);
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.

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

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

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

LETTER OF GOOD STANDING FOR THE WORKMEN'S COMPENSATION WITH THE DEPARTMENT OF LABOUR

Affix on this page a Certified Copy of the letter of Good Standing for the Workmen's Compensation with the Department of Labour in terms of Compensation for Occupational Injuries and Diseases Amendment Act, No.61 of 1997 (as amended)

PROPOSED KEY PERSONNEL

The Bidder shall list below the key personnel whom he proposes to employ on the project should his Bid be accepted,
The experience of the Project Site Agent, Site Foreman and Safety Officer will be evaluated in relation to the scope of work from three different points of view:

1) General experience and qualifications in relation to the works
2) Adequacy for the Project
3) Knowledge of issues pertinent to the works.

The experience of the Tenderer in similar projects or similar areas and conditions in relation to the required service as described in the scope of work **over the last five years** will be evaluated.
A CV of the key person of **not** more than 3 pages should be attached to this schedule.
The CV should be structured under the following headings:

1 Personal particulars
- name
- date and place of birth
- place (s) of tertiary education and dates associated therewith
- professional awards

2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations) (Attach copies of each)
3 Name of current Employer and position in enterprise
4 Overview of work experience (year, organization and position)
5 Outline of recent experience that has a bearing on the scope of work

The scoring of the experience of the Project Site Agent, Site Foreman and Safety Officer will be in accordance to 3.11.1 (ii) of the Tender Data.

No	Name	Qualification	Designation

(Affix the CV's and Attachments in a form of a booklet to the following Page)

…… ……

SIGNED ON BEHALF OF BIDDER **DATE :**

……... ……

POSITION **NAME OF BIDDER**

FUNCTIONALITY CRITERIA AND POINTS CLAIMED BY BIDDER

A Bid will not be evaluated further of it fails to meet the minimum threshold of total **60 points** out of maximum 100 points for functionality as prescribed in the following tables:

Category	Functional Criteria	Points Allocation	Points Claimed by Bidder
1	Experience of the bidder	50	
2	Key personnel qualifications and experience	40	
3	List of Plant	10	
TOTAL		**100**	

CATERGORY 1: Experience of the Bidder

TARGETED GOALS Contractor has successfully completed similar and comparative projects	BID GOAL	MINIMUM POINTS	POINTS CLAIMED BY BIDDER
Bidder has submitted no information or inadequate information to determine scoring levels	0	**20**	
Bidder has successfully completed at least 1 similar project with a project value of R1 000 000.00 or more	20		
Bidder has successfully completed at least 2 similar projects with a project value of R1 000 000.00 or more	35		
Bidder has successfully completed at least 3 similar projects with a project value of R1 000 000.00 or more	50		
MINIMUM POINTS : Category 1	**20**		
MAXIMUM POINTS : Category 1	**50**		

The Bidder must submit proof o successfully completed similar and comparative projects, i.e. construction of water reticulation Networks or Bulk water Supply (Copies of Appointment Letters and Completion Certificates must be attached).

CATERGORY 2: Key personnel qualifications and experience

The Bidder must submit Proposed Team Structure, identifying Site Agent, Site Forman and Safety Officer as key personnel (Copies of CV's and certified copies of certificates must be attached).

KEY PERSONNEL	TARGETED GOALS	POINTS ALLOCATION	POINTS CLAIMED BY BIDDER
Site Agent NQF level 5 (Manage Labour Intensive Construction)	No information or inadequate information submitted to determine scoring level	0	
	Site Agent with NQF 5 and 1 – 3 years of relevant construction experience	15	
	Site Agent with NQF 5 and more than 3 years of relevant construction experience	20	
Site Foreman NQF Level 4	No information or inadequate information submitted to determine scoring level	0	
	Site Foreman with NQF 4 and 1 – 3 years of relevant construction experience	5	
	Site Foreman with and NQF 4 and more than 3 years of relevant construction experience	10	
Safety officer SAMTRAC accredited qualification	No information or inadequate information submitted to determine scoring level	0	
	Safety officer with SAMTRAC accredited qualification and 1 – 3 years of relevant construction experience	5	
	Safety officer with SAMTRAC accredited qualification and more than 3 years of relevant construction experience	10	
MINIMUM POINTS : Category 2		**10**	
MAXIMUM POINTS : Category 2		**40**	

CATERGORY 3: List of plant

Bidders are expected to have the following plant: **Excavator, TLB, Flat Bed Truck and LDV Bakkie**. (Registration documents of plant or letter of intent to rent the relevant plant must be attached).

TARGETED GOALS	POINTS ALLOCATED	POINTS CLAIMED BY BIDDER
No relevant documents attached	0	
Excavator	2	
TLB	4	
Flat Bed Truck	2	
LDV Bakkie	2	
MINIMUM POINTS : Category 6	**6**	
MAXIMUM POINTS : Category 10	**10**	

Bid Evaluation Points

Description	Section Number	No of Points	
		Maximum	Claimed
Bid Amount (VAT Inclusive) – From Pricing Data	C1.1		
Price Points { 80 x (1 – Pt – PM / Pm) }		80	
Preference Points (B-BBEE Status)	T2.2	20	
Total Points		**100**	

…….. ……..

SIGNED ON BEHALF OF BIDDER **DATE :**

……... ……

POSITION **NAME OF BIDDER**

C1 AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

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

Bid: TENDER T33/2021: APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF PAVED ROADS AND STORMWATER DRAINAGE IN WARD 11 DAGGAKRAAL

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 part of this form of offer and acceptance, the Bidder offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

. . . . . 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 . . . . . Date . . . . . .

Name . . . . . .

Capacity . . . . . .

for the Bidder
(Name and address of organization) . . . . . .

. . . . . .

. . . . . .

Name and signature of witness . . . .

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 1 to 4 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 fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the 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 . . . . . Date . . . . . .

Name . . . . . .

Capacity . . . . . .

for the Employer

THE MUNICIPAL MANAGER
DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY
Private Bag X9011
VOLKSRUST
2470

Name and signature of witness . . . . . .

Date . . . . . .

. . . . . .

Schedule of Deviations

1 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

2 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

3 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

4 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

5 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.

Signature(s) _____ _____

Name(s) _____ _____

Capacity _____ _____

For the Bidder _____
(Name and address of organisation)

Name & Signature of Witness

_____ _____

Name Date

FOR THE EMPLOYER

Signature(s) _____ _____

Name(s) _____ _____

Capacity _____ _____

For the Bidder _____
(Name and address of organisation)

Name & Signature of Witness

_____ _____

Name Date

DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

C1.2 Contract Data

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

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

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

Clause	Description
1.1.1.5	Clause 1.1.1.5 of the GCC is replaced by the following: The "Commencement date" **shall be the date the site is handed over to the Contractor**.
1.1.1.13	The Defects Liability Period is **twelve (12) months** from the date of issuing a completion certificate.
1.1.1.14	The time for achieving Practical Completion is (Three) **3 months.**
1.1.1.15	The Employer is the **Dr Pixley Ka Isaka Seme Local Municipality.**
1.1.1.16	The Engineer is **Vuxaka Consulting Engineers**
1.1.1.26	Pricing Strategy is **Re-measurable Contract.**
1.2.1.2	The Employer's address for receipt of communication is: **Physical Address** c/o Adelaide Tambo Street & Dr Nelson Mandela Drive Volkrust 2470 Tel No.: 017 734 6100 **Postal Address** Private Bag x 9011 Volkrust 2470
	The official representing the employer (Client) **Mr. NT MOKAKO**

Clause	Description
	Municipal Manager (acting)
	The engineer's address is : **Physical Address & Postal Address** 23 No. 01 **Egedacht**, Ermelo **2350** Tel no.: 013 755 1693 Fax no.: 013 752 4136 e-mail: admin@vuxaka.co.za
1.3.3	The language of the Contract and for written communications is **English**
3.2.3	The Engineer shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the General Condition of Contract : 1. New Clause 3.2.3.1 "For expenditure on the Contract to exceed the Contract Price"; 2. Existing Clauses : 3.2.1 - Nomination of person as Engineer's Representative. 5.6 - Approval of the programme 5.7.2 - Work at night as well as by day 5.8 - Non-working times 5.12 - Granting of extension of time excluding Clause 5.12.2.2 5.13 - Reduction of penalty for delay. 5.14.2 - The issue of a Certificate of Practical Completion. 5.14.4 - The issue of a Certificate of Completion. 5.16.1 - The issue of a Final Approval Certificate. 6.3 - Variations in respect of Variations which are not small 6.6 - Instruction to expend on Provisional and Prime Cost Sums 6.11 - Adjustment of General Items & Approval of Claims 8.2.2.2 - Order to repair and make good damage arising from any
3.2.4	Occupational Health, Safety & Wellness Sub Directorate – Public Health and the duly appointed H&S Officials has been appointed as Client Agents on this contract, in terms of Clause 4(5) of the Construction Regulations, 2003 as promulgated in terms of Section 43 of the Occupational Health and Safety Act, 1993. The Principal Contractor shall perform a preliminary assessment of the project generated H&S plan and submit such to Occupational Health, Safety & Wellness Sub Directorate – Public Health for legal compliance reassessment & verification / approval prior to any works commencing. The duly appointed H&S Officials will be responsible for further monitoring and the auditing of the approved H&S plan for legal compliance.
4.3.1	**Add the following to the clause:** "For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be

Clause	Description
	guided by the latest Sectorial Determination: Civil Engineering Sector published from time to time. Compliance with the National Environmental Management Act (NEMA), Act 107 of 1998. Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government Notice R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers." "The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993). Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan."
4.5	**Add the following new sub-clauses:** 4.5.5 On the request of the Contractor, the Employer may, at his sole discretion, provide a support service to the Contractor in the giving of notices and in obtaining requisite consents, permissions and permits. 4.5.6 On the request of the Contractor and certified by the Engineer as payable by the Contractor, the Employer may, in his sole discretion, advance funds to the Contractor in the form of a cheque in favour of the relevant institution or body, to facilitate the Contractor in complying with the provisions of this Clause. The Contractor shall provide proof to the Engineer of all payments effected by him. The Employer will deduct the sums advanced by the Employer and adjusted in accordance with the Contract Price Adjustment Formula or other rise-and-fall provision applicable to the Contract, from future payment certificates of the Contractor, if such sums are payable by the Contractor in the ordinary course of his business. The Employer will not advance funds in respect of cyclic sums payable by the Contractor in the ordinary course of his business.
4.11.3	**Add the following to Clause 4.11:** Notwithstanding the wording of this Clause, on request of the Contractor the Employer may at his sole discretion, provide trade-skills training to the Contractor's employees to improve their competency and efficiency commensurate with the requirements of the Works.
5.3.1	The documentation required before Commencement of the Works are : - Health and Safety Plan - Initial Programme - Security

Clause	Description
	- Insurance
5.3.2	The Contractor is required, **within 14 days of the Commencement Date**, to submit the documents listed below to the Engineer for his approval. **Health and Safety Plan** The Contractor shall deliver his health and safety plan, in terms of Clause 5(1) of the Construction Regulations (July 2003). **Initial Programme** The Contractor shall deliver his Initial Programme of work in terms of Clause 5.6 **Security** Submit a guarantee of an Insurance Company or Bank to be jointly and severally bound with the Contractor for an amount equal to **10%** of the Contract Price. The wording of the Guarantee shall be identical to the pro forma provided in this Bid Document. **Insurance** Submit copies of receipts of registration, or payment for the premiums for the following insurances, as required by the new Clause 8.6 in this Contact Data. (a) Proof of registration with the Department of Labour as an Employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended (b) Insurance on an All Risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things; (c) Where the Contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication, then such interest shall be noted by endorsement to the Contractor's Policies of Insurance. (d) Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer. These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have effected such insurance.
5.8.1	The special non-working days are **all Gazetted Public Holidays falling outside the year end break, Saturdays, Sundays and the year-end break commencing on 13 December 2021, and ends 07 January 2022.**
5.12.2.2	**Add the following to sub-clause 5.12.2.2:**

Clause	Description
	"Normal rainfall is not regarded as **"abnormal climatic conditions"** which entitles the Contractor to extension of time. Allowance for normal rainfall shall be deemed to have been made in his offered rates, prices and programme. Extension of time for abnormal rainfall will be handled according to the formula below : $V = (N_w - N_n) + (R_w - R_n) / X$ Where : V = Extension of time in calendar days in respect of the calendar month Nw = Actual number of days during the calendar month on which a Nn = Average number of days, as derived from existing rainfall calendar month. Rw = Actual rainfall in mm recorded for the calendar month under consideration. Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records. The factor (Nw - Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Y mm. The factor (Rw - Rn) / X shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed Y mm but wet conditions prevented or disrupted work. For the purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the Appendix and/or the Specifications. The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total be negative the time for completion shall not be reduced. Extension of time for part of a month shall be calculated using pro rata values of Nn and Rn. Any extension of time granted in terms of this Clause will not be cause for additional payment. This formula does not take account of flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned". The values of X, Y, Nn and Rn to be used in above-mentioned formula are as follows: **X = 10 mm & Y = 4 mm** Source of Information : Weather Bureau, Department of Environment Affairs RAINFALL STATION : **VOLKRUST**

Clause	Description
	• **Add the following to sub-clause 5.12.2.4 :** "Any disruption of labour on a regional or national level due to political unrest, organized mass action or related incidents which is considered to be beyond the Contractor's Control. Any strike within the confines of the Contractor's company, which may affect this project, will be deemed to be within the Contractor's control".
5.13.1	The Penalty for delay to achieve completion by the due completion date is **0,025% of the contract price per calendar day**
5.16.3	The latent defect period is **12 months**.
6.3	All variations shall be in writing, confirmed by the Contractor and finally approved by the Employer. The Contractor shall not perform any variation work until written approval is issued from the Employer.
6.8.2	No price adjustments
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is **80%.**
6.10.3	The limit of retention money is **10%** on interim payment certificates up to a maximum of 10% of the contract sum.
8.6.1.1.2	The value of plant and materials supplied by the Employer to be included in the insurance sum is **Nil**.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is **R100 000.00**.
8.6.5	The insurance shall be undertaken with an insurance company registered in South Africa.
10.5.1	Disputes are to be referred to adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is **one (01)**.
10.7.1	Disputes are to be referred for final settlement to arbitration.

Part 2: Data provided by the Contractor

Clause	Description
1.1.1.9	The name of the Contractor is : ……....
1.2.1.2	The Contractor's address for receipt of communication is : **Physical Address :** **Postal Address :**

<table>
<tr><td></td><td>…… ……
…… ……
…….. ……
Tel no: …….
Fax no: …….
e-mail: ……..</td></tr>
<tr><td>1.1.1.14</td><td>The time for achieving Practical Completion as set out in the Scope of Works are …….. Weeks</td></tr>
<tr><td>6.2.1</td><td>The security provided by the company should be one of the following :
<table><tr><th>Type of Security</th><th>Contractor’s choice indicate
“YES” or “NO”</th></tr><tr><td>Cash deposit of 10% of the Contract Sum plus Retention of 10% of the value of the Works</td><td></td></tr><tr><td>Performance guarantee of 10% of the Contract Sum plus Retention of 10% of the value of the Works</td><td></td></tr><tr><td>Deduction of 10% of the contract price from the Contractor’s first payment certificate plus Retention of 10% of the value of the works</td><td></td></tr></table>
Note: Value Added Tax is included in the Contract Sum for calculating the percentages.</td></tr>
<tr><td>6.5.1.2.3</td><td>The percentage allowance to cover overhead charges on day work is …… %.</td></tr>
</table>

C1.3 Form of Guarantee

Contract No: …….. Description ……

WHEREAS **The DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY** (hereinafter referred to as the Employer") entered into, a Contract with:

. . . . . .

(hereinafter called "the Contactor") on the . . . . . day of . . . . . .20. . . . . .,

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

AND WHEREAS . . . . . has / have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE . . . . . do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for 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 us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the 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 completion date which the Employer may make, give, concede or agree to under the said Contract.

2. This guarantee shall be limited to the payment of a sum of money.

3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.

4. 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.

5. Our total liability hereunder shall not exceed the Guaranteed Sum of . . . . . .Rand (in words); R . . . . . (in figures)

   ……

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising here from as

   . . . . . .

. . . . . .

. . . . . .

. . . . . .

IN WITNESS WHEREOF this guarantee has been executed by us at . . . . . .
on this . . . . . day of . . . . . 20 . . . . . .

Signature . . . . . .

Duly authorized to sign on behalf of . . . . . .

Address . . . . . .

. . . . . .

. . . . . .

As witnesses:

1 . . . . . .

2 . . . . . .

C1.4 AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT made at _____

on this the _____ day of _____ in the year _____

***between** DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY **(hereinafter called "the** Employer**") of the one part, herein represented by** _____*

in his capacity as

_____and

_____

(herein after called "the Mandatory") of the other part, herein represented by

_____

in his capacity as

_____

WHEREAS the Employer is desirous that certain works be constructed, viz,
TENDER No.: T33/2021
PROJECT DESCRIPTION: APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF SEWER RETICULATION NETWORK IN WAKKERSTROOM WARD 5 PHASE 2
and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.

2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either

(a) the date of the Final Approval Certificate issued in terms of Clause 5.16.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),

(b) the date of termination of the Contract in terms of Clauses 9.1of the GCC.

3 The Mandatory declares himself to be conversant with the following:

(a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:

(i) Section 8 : General duties of Employers to their employees;
(ii) Section 9 : General duties of Employers and self-employed persons to persons other than employees;
(iii) Section 37 : Acts or omissions by employees or mandatories, and

(iv)Subsection 37(2) relating to the purpose and meaning of this Agreement.

(b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his Sub-Contractors.

4 In addition to the requirements of Clause 8 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.

5 The Mandatory is responsible for the compliance with the Act by all his Sub-Contractors, whether or not selected and/or approved by the Employer.

6 The Mandatory warrants that all his and his Sub-Contractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.

7 The Mandatory undertakes to ensure that he and/or Sub-Contractors and/or their respective Employers will at all times comply with the following conditions:

(a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.

(b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.

(c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his Sub-Contractors.

In witness thereof, the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

WITNESS 1 .....…… NAME 1 .....…….
(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS 1 .....……NAME 1 .....…….
(IN CAPITALS)

C2.1 Pricing Instructions

1 Measurement and payment shall be in accordance with the relevant provisions of clause 8 of each of the SABS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SABS 1200-A, *General.*

2. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m^2	=	square metre
m^2-pass	=	square metre-pass
m^3	=	cubic metre
m^3-km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

4. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

5 It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for Bids. (Refer to www.stanza.org.za or www.iso.org for information on standards)

6 Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the

unit rates and sum amount Bided such items

7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

8. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.

9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.

10. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.

11. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SABS 1200 Standardised Specifications.

12. Those parts of the contract to be constructed using labour-intensive methods have been identified in the scope of works. **Tenderers must price such works so as to allow for Labour-intensive construction methods**. 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.

13. **Payment for items which are designated to be constructed labour-intensively will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.**

C2.2 Bill of Quantities

C3. Scope of Work

C3.1 Description of the Works

C3.2 Engineering

C3.3 Procurement

C3.4 Construction

C3.5 Management

C3.1 DESCRIPTION OF WORKS

C3.1.1 General Description of the project.

The project description is **APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF PAVED ROADS AND STORMWATER DRAINAGE IN WARD 11 DAGGAKRAAL**

C3.1.1 Employer's Objectives.

The Employer's objective is to improve the road's surface condition and provide an adequate storm water drainage system.

It is a specific goal of this project that the labour component be maximised where it is economically feasible, and that the use of this labour goes hand in hand with on the job training of the labour force. The project is thus process and product orientated, and it is expected that the Contractor will pursue these goals in the execution of the project.

Labour-intensive works comprise the activities described in the labour-intensive specification. Such works shall be constructed using local workers who are temporarily employed in terms of this Specification Data.

Labour-intensive works.

Labour-intensive works comprise the activities described in SANS 1921-5, Earthwork's activities which are to be performed by hand, and its associated specification data. Such works shall be constructed using local labour to be temporarily employed in terms of this Scope of Work.

C3.1.2 Overview of the works.

This project entails **CONSTRUCTION OF PAVED ROADS AND STORMWATER DRAINAGE IN WARD 11 DAGGAKRAAL**

The extent of the works is discussed in detail below.

C3.1.3 Extent of Works.

The work to be carried out by the Tenderer under this contract comprises mainly of the following:

- Upgrading from gravel road to surfaced road (concrete block paved surface).
- Construction of a new storm water system (kerbs and channels)

- Installation of road signs and road markings.
- Construction of formalized accesses to residential properties.
- Installation of traffic calming measures

This description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

Approximate quantities of each type of work are given in the Schedule of Quantities.

C3.1.4 Location of the Works.

The project is to be implemented in Wakkerstroom Ward 5 under the jurisdiction of Dr Pixley Ka Isaka Seme Local Municipality.

Site co-ordinates:

27°08'29.70"S
29°57'19.495"E

C3.1.5 Access to the Site

Without limiting any of the Contractor's obligations or responsibilities under this contract, the Contractor will be deemed to have obtained all the necessary information pertaining to and have complied with all the regulations and procedures governing the use of international, national, regional and local facilities such as site access, transport, handling and storage facilities including public and private roads, railways, airports, airways, border crossing and the like for the fulfilment of the contract.

Access to the site will only be granted and allowed from existing access roads.

C3.1.6 Supplying of Materials

The Contractor shall secure and supply all material required for the contract. The Contractor shall also ensure that no delay is caused due to a shortage of material at any stage and shall secure and order the required materials well in advance.

The Contractor shall further check the quality and quantity of that required material before ordering. No claims for payment in excess incorrect material ordered due to this shall be considered.

C3.1.7 Access and Accommodation of traffic to site

The Contractor shall be responsible for and obligated under this contract to grant reasonable access to the residents during construction.

C3.1.8 Temporary Works.

The temporary works will be identified during construction.

C3.1.9 General Information.

C3.1.9.1 **Drawings.**

The reduced drawings contained in **Annexure C5.2** that form part of the tender document shall be used for tender purposes only. Further drawings are to be provided on an on-going basis by the Engineer during construction.

Any information in the possession of the Contractor, which the resident engineer requires to complete the as-built drawings, shall be supplied to the resident Engineer before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer. The Engineer will supply all figured dimensions omitted from the drawings.

C3.1.9.2 **Power, Water Supply and Other Services.**

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

C3.1.9.3 **Contractor's Camp Site and Security.**

The Contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel and all regulations stipulated by the local authority shall be adhered to.

It is anticipated that the Contractor's choice of a camp site will be influenced by the availability of telephone and electrical connections as well as the supply of potable water.

Provision is made in these specifications for the erection of a security fence around the site offices. The Contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and the Employer will consider no claims in this regard.

C3.1.9.4 **Additional Requirements for Construction Activities:**

C3.1.9.4.1 The Contractor may not commence constructional activities 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.

C3.1.9.4.2 The Contractor shall submit proposals in connection with directional signs to the Engineer for approval.

C3.1.9.5 **Programme Requirements for Construction Activities**

The Contractor shall programme his activities to be suitable in terms of his resources to complete the contract inside the stipulated time period.

C3.1.9.6 **Construction in Confined Areas**

It may be necessary for the Contractor to work in confined areas. In certain areas the width of the fill material and pavement layers may reduce to zero and the working space may be confined. The method of construction in these confined areas depends on the Contractor's construction plant. However, the Contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions, irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and amounts tendered will be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

C3.1.10 Labour Regulations

A27 Payment for the labour-intensive component of the works.

Payment for works identified in clause 3.1.3 “the Extent of the Project” in the Project Specifications 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.

A28 Applicable labour laws.

The Ministerial Determination for Special 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.

A29 Introduction.

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

A29.2 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.

A30 Terms of Work.

A30.1 Workers on an EPWP are employed on a temporary basis.

A30.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a EPWP.

A30.2 Employment on a EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

A31 Normal Hours of Work.

A31.1 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.

A31.2 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.

A31.3 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.

A32 Meal Breaks.

A32.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

A32.2 An Employer and worker may agree on longer meal breaks.

A32.3 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.

A32.4 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.

A33 Special Conditions for Security Guards.

A33.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

A33.2 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.

A34 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.

A35 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").

A36 Work on Sundays and Public Holidays

A36.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

A36.2 Work on Sundays is paid at the ordinary rate of pay.

A36.3 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.

A36.4 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.

A37 Sick Leave.

A37.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

A37.2 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.

A37.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

A37.4 Accumulated sick-leave may not be transferred from one contract to another contract.

A37.5 An Employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

A37.6 An Employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

A37.7 An Employer must pay a worker sick pay on the worker's usual payday.

A37.8 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.

A37.9 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.

A37.10 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.

A38 Maternity Leave.

A38.1 A worker may take up to four consecutive months' unpaid maternity leave.

A38.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

A38.3 A worker must give her Employer reasonable notice of when she will start maternity leave and when she will return to work.

A38.4 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.

A38.5 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.

A38.6 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.

A38.7 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.

A39 Family responsibility leave.

A39.1 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.

A40 Statement of Conditions.

A40.1 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.

A40.2 An Employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

A40.3 An Employer must supply each worker with a copy of these conditions of employment.

A 41 Keeping Records.

A41.1 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.

A41.2 The Employer must keep this record for a period of at least three years after the completion of the EPWP.

A42 Payment.

A42.1 An Employer must pay all wages at least monthly in cash or by cheque or into a bank account.

A42.2 A task-rated worker will only be paid for tasks that have been completed.

A42.3 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.

A42.4 A time-rated worker will be paid at the end of each month.

A42.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

A42.6 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.

A42.7 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.

A42.8 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

A42.9 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.

A43 Deductions.

A43.1 An Employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

A43.2 An Employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

A43.3 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.

A43.4 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.

A44 Health and Safety.

A44.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

A44.2 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.

A45 Compensation for Injuries and Diseases

A45.1 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.

A45.2 A worker must report any work-related injury or occupational disease to their Employer or manager.

A45.3 The Employer must report the accident or disease to the Compensation Commissioner.

A45.4 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.

A46 Termination.

A46.1 The Employer may terminate the employment of a worker for good cause after following a fair procedure.

A46.2 A worker will not receive severance pay on termination.

A46.3 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.

A46.4 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.

A46.5 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.

A47 Certificate of Service.

A47.1 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.

A48 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 honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

A49 Provision of Hand tools.

The Contractor shall provide his 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

A50 Reporting.

The Contractor shall submit monthly returns/reports as specified below:

- Signed Muster rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- Plant utilization returns
- Progress report detailing production output compared to the programme of works

C3.2 ENGINEERING

C3.2.1 Design services and activity matrix

Description	Responsibility
Design of Works	Engineer
Concept, feasibility and overall process	Client
Basic Engineering and detail layouts to tender stage	Engineer
Final Design of Works	Engineer
Final Design to approved for construction stage	Client
Preparation of tender documentation & adverts	Engineer
Appointment of soil test / topographical surveyors/ etc	Client
Risk assessment, quality assurance, Project Health and safety specifications and compliance.	Engineer
Construction and appointment of sub-Contractors	Contractor
Supervision	Engineer
Preparation of as-built drawings	Contractor / Engineer
Completion certificate	Engineer / Client / Contractor

C3.2.2 Drawings.

The Engineer will provide the Contractor with three full sets of drawings, which will be used exclusively for the recording of as built information by the Contractor.

Only dimensions, positions, levels, co-ordinates etc. that change from the original values, will be required to be entered on these drawings. These drawings, fully marked up, will be handed to the Engineer at the issue of the Certificate of completion, which will not be issued until the as-built information has been received.

The following drawings are applicable to this contract:

- 19/2021/RLL01_REV00
- 19/2021/TX02_REV00

The applicable drawings mentioned above are attached at the end of this section (C4 – Site Information).

C3.3 PROCUREMENT

C3.3.1 Procurement principles

The Tenderers notice is drawn to the fact that the awarding of this tender will be in terms of the Supply Chain Management Policy of the Dr Pixley Ka Isaka Seme Local Municipality.

The standard uniformity of construction in construction published by the Construction Industry Development Board (CIDB) as well as the National Treasury Standard for Infrastructure Procurement and Delivery Management (SIPDM) is adopted for the procurement of this contract, in order to establish the minimum requirements that:

- Promote cost efficiencies through the adoption of a uniform structure for procurement documents, standard component documents and generic solicitation procedures;
- Provide transparent, fair and equitable procurement methods and procedures in critical areas in the solicitation process;
- Ensure that the forms of contract that are used are fair and equitable for all parties to a contract; and
- Enable risk, responsibilities and obligations to be clearly identified.

C3.3.2 Contractor's personnel

The Contractor shall limit the utilization of his permanently employed personnel to the key personnel only on the Works, as defined below, and shall execute and complete the Works utilizing a temporary workforce employed directly by the Contractor and/or by his sub-Contractors, using the assistance of the Ward Councillor and his/her Project Steering Committee (PSC) from the various communities that are established within the same ward where the works will be executed.

Without derogating from the Contractor's obligations to complete the Works within the specific time for completion in terms of the General Conditions, the numbers in each category of the Contractor's key personnel, as stated by the Contractor in the Returnable Schedules, will be strictly controlled during the contract and any increase in numbers will be subjected to the prior approval of the Employer.

Key personnel mean all contracts managers, site agents, site clerks, materials and survey technicians, quantity surveyors, trainers, supervisors, foremen, skilled plant operators, brick layers, welders, shutter hands and the like, and all other personnel in the permanent employ of the Contractor or his sub-Contractors who possess special skills, and or/ who play key roles within the Contractor's or his Sub-Contractor's operations.

The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, authorize in writing that the Contractor may utilize in the execution of the Works, workers not being his key personnel but who are in permanent employ. Without limiting the generality to warrant of this sub-clause, circumstances which may be considered by the Engineer to warrant authorization of the use of the Contractor's permanent employees other than key personnel include:

a) The unavailability from local sources of sufficient numbers of temporary workers and/or sub-Contractors to execute the Works, provided always that the Contractor has satisfied the Engineer that has exercised his best endeavours and taken all reasonable actions to recruit sufficient temporary workers and sub-Contractors from local sources.

b) The unavailability within the temporary worker pool and/or from Sub-Contractor sources available to the Contractor in terms of the Control, of sufficient skills necessary to execute the Works or specific portions thereof, in situations where the completion period allowed in the

Contract is insufficient to facilitate the creation of the necessary a warrant provision of suitable training as contemplated in the Contract;

c) Any other circumstances which the Engineer may deem as constitution a warrant.

C3.3.3 Temporary Workforce/ Employment of Local Labour

The Contractor shall employ labour from the local communities that are within the same ward where the works will be executed, through the assistance of the Ward Councillor and his/her Project Steering Committee (PSC) from the various communities that are established within the same ward where the works will be executed.

Accordingly, the workforce that is employ on Site shall consist of local residents, except for approved key staff in the permanent employ of the Contractor, to maximum extent that is compatible with the requirements of Clause C.3.32.

It is a specific criterion of this project that should as far as possible adhere to EPWP principles, and to meet these principles the following procedures will be followed:

- All labour is to be sourced from the local communities that are within the same ward where the works will be executed, and the Contractor may only bring key personnel from outside this area.
- The fixed rate for the appointment of local labour will be as per the Department of Labour Ministerial determination applicable in that project duration. This will be payable by the Contractor on monthly basis.
- A Monthly labour report on all local labour i.e. payments and labour days should be submitted to the Engineer at the end of each month in order for the Engineer to submit a report to the Employer.

The Ward Councillor and his/her Project Steering Committee (PSC) shall assist in identifying available local labour and, where available semi-skilled labour as well as local Sub-Contractors. The Employer shall assist and advice regarding conditions of employment, minimum wages, disputes and disciplinary procedures. The function of the Ward Councillor, PSC and Employer shall however in no way diminish the responsibilities of the Contractor in terms of the Conditions of Contract.

C3.3.3.1 Employment of unskilled and semi-skilled workers in labour-intensive works

- **Requirements for the sourcing and engagement of labour**

  Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

  The rate of pay set for the EPWP is R180.00 per task or per day.

  Tasks established by the Contractor must be such that:

  a) the average worker completes 5 tasks per week in 40 hours or less; and
  b) the weakest worker completes 5 tasks per week in 55 hours or less.

  The Contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements above.

The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

a) where the head of the household has less than a primary school education;
b) that have less than one full time person earning an income;
c) where subsistence agriculture is the source of income.
d) those who are not in receipt of any social security pension income

The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

a) 60 % women;
b) 20% youth who are between the ages of 18 and 25; and
c) 2% on persons with disabilities.

- **Specific provisions pertaining to SANS 1914-5**

Targeted labour: Unemployed persons who are employed as local labour on the project.

There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

The Contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

The cost of the formal training of targeted labour, will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The Contractor must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer must be furnished with a copy of this request.

A copy of this training request made by the Contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works:
Ms. Cinderella Makunike
Tel: 083 677 4026
Fax Number: (012) 328 6820
or
e-mail: cinderella.makunike@dpw.gov.za

The Contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of

formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.

The Contractors shall do nothing to dissuade targeted labour from participating in the above-mentioned training programmes.

An allowance equal to 100% of the task rate or daily rate shall be paid by the Contractor to workers who attend formal training, in terms of the information above.

Proof of compliance with the requirements of training must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

C3.3.4 Sub-Contracting

Notwithstanding the requirement to sub-contract 30% of the Contract sum to local sub-Contractors; works may not be sub-contracted to another party unless approval is given by the Engineer in writing. The Contractor must advertise the sub-contracting packages in local public areas within the Municipal area and submit to the Engineer in writing a request for appointment of a particular sub-Contractor subsequent the evaluation of the submitted bids. Accompanying this request is to be the full detail of the sub-Contractor, including:

- Previous experience
- Work which will be sub-contracted to him/her
- Approximate value of the work to be sub-contracted

Before the Engineer issues any certificate that includes any payment in respect of work done or goods supplied by any sub-Contractor appointed in accordance with the provisions of Clause 4.4 of the General Conditions of Contract Third Edition (2015), he shall be entitled to call upon the Contractor to furnish reasonable proof that all payments (less retention moneys) included in previous certificates in respect of the work or goods of such sub-Contractors have been made or discharged by the Contractor, in default of which, unless the Contractor:

- Informs the Engineer in writing that he has reasonable cause for withholding or refusing such payment; and
- Submits to the Engineer reasonable proof that he has so informed such sub-Contractor in writing.

C3.4 CONSTRUCTION

C3.4.1 Standard Specifications

The standard specifications on which this contract is based are the **COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition.**

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

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

SANS 1914-4 (2002): Targeted Construction Procurement (local resources)

SANS 1921 – 1 (2004): Construction and Management Requirements for Works Contracts

Part 1: General Engineering and Construction Works and where accommodation of traffic is involved:

SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts; and

Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

C3.4.2 General Project Specifications

In the event of any discrepancy between the Project Specifications and SANS 1200 Standardized Specifications, the Schedule of Quantities or the Drawings, the Project Specifications shall take precedence. Where discrepancies arise with regard to the units of the payment items only, the units stated in the Schedule of Quantities shall prevail.

PS 1 CONSTRUCTION PROGRAMME
PS 2 SITE FACILITIES AVAILABLE
PS 3 SITE FACILITIES REQUIRED
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PS 1 : CONSTRUCTION PROGRAMME

It is a prerequisite of this contract that minimal disruption of the public is ensured during construction.

Construction methods must be of such a nature that no property or life is endangered. The Municipality accepts no responsibility for any work done outside the site boundaries without the Engineer's approval. The Contractor himself is responsible for liaison and arrangements with the Engineer in connection with the finalization and approval of the construction programme.

The Contractor is responsible for liaison with residents and house owners via the Project Steering Committee in respect of the programming of construction through private erven and the crossing of driveways to erven. No additional payment will be made in this regard and it shall be deemed to be covered by the relevant items.

Sufficient digital photographs of all existing structures and obstructions in the pipe line routes must be taken by the Contractor, compiled electronically, indexed and handed over to the Engineer before construction commences.

The Contractor shall submit a programme of work to the Engineer/Municipality not later than 14 (fourteen) days after the Contractor has been notified of the acceptance of his tender. This programme must take into account and allow for phased completion of the work. The Engineer may instruct the Contractor to stop construction work at any stage and time, as may be dictated by financial constraints highlighted by the Clients Cost Control Programme.

If necessary, the Engineer may instruct the Contractor to adjust his programme to suit other activities.

The programme shall not be in the form of a bar chart only, but shall clearly show the anticipated quantities, the production rates and value of work to be performed each month.

A network-based programme according to the precedence method shall also be provided showing the various activities and critical path in such detail as may be required by the Engineer. The programme shall be updated monthly in accordance with the progress made by the Contractor.

Failure to comply with these requirements will entitle the Engineer to use a programme based on his own assumptions for the purpose of evaluating claims for extension of time or additional payments.

If the programme submitted by the Contractor in terms of Clause 15 of the General Conditions of Contract, has to be revised because the Contractor is falling behind in his programme, he shall submit a revised programme of how he intends to regain lost time to ensure completion of the Works within the period defined in Clause 45 of the General Conditions of Contract or within a granted extension of time. A proposal to increase the tempo of work must incorporate positive steps to increase production either by more labour and plant on the site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as set out in Clause 58 of the General Conditions of Contract.

The approval by the Engineer of a programme shall have no contractual significance other than the Engineer will be satisfied if the work is carried out according to the programme. The said approval shall not limit the right of the Engineer to instruct the Contractor to vary the programme if necessary. The Contractor shall allow for the effect of normal rainfall and special non-working days in his programme.

(CRITICAL PATH MUST BE INDICATED ON PROGRAMME)

PS 2 : SITE FACILITIES AVAILABLE

PS 2.1 : Water, electricity and sewage

The Contractor shall make his own arrangements concerning the supply of electrical power, water, telephone and all other services, both for use at the site establishment area as well as for the use in the construction of the Works. No direct payment shall be made for the provision of any service and the cost thereof shall be deemed to be included in the rates tendered for the various items of work for which these services are required.

PS 2.3 : Rain gauge

The Contractor must set up his own rainfall gauge. This item is included in the Schedule of Quantities under other fixed-charge obligations.

PS 3 : SITE FACILITIES REQUIRED

PS 3.1 : Water, electricity and sewage

The Contractor shall, at his own expense, be responsible for obtaining and distributing the water and electricity required for construction and domestic use. The distribution of water and electricity shall be carried out in accordance with the applicable laws and regulations.

No separate payment will be made for obtaining and distributing water and electricity, the cost of which will be deemed to be included in the tendered rates.

PS 3.2 : Site instruction book

A triplicate book shall be provided by the Engineer to be used for site instructions. It shall at all times be kept on the site.

PS 4 : FEATURES REQUIRING SPECIAL ATTENTION

PS 4.1 : Access to properties

The Contractor shall organize the work in such a manner as to cause the least possible inconvenience to the employees working around the site as this is a public institution.

PS 4.2 : Contractor's vehicles

All equipment and vehicles used by the Contractor shall be roadworthy at all times and all drivers and operators shall be in possession of valid drivers' licences.

PS 4.3 : Site maintenance

During the progress of the work and upon its completion, the site of the works shall be kept and left in a clean and orderly condition. The Contractor shall at all times store materials and equipment for which he is responsible in an orderly manner and shall keep the site free from debris and obstruction. Workers shall lunch or have tea breaks only in a designated area with approved refuse and toilet facilities.

No open fires shall be permitted on the site.

Vehicles and workers must adhere to property demarcated access routes and not take or make short cuts.

PS 4.4 : Sub-Contractors

The Contractor is responsible for work carried out on his behalf by Sub-Contractors. The Engineer will not liaise directly with such Sub-Contractors, and all problems relating to payments, programming, workmanship, etc, shall be the concern of the Contractor and the Sub-Contractor, and the Engineer will not be involved.

PS 4.5 : Existing Services

Before the Contractor commences operations, he must discuss with and have the approval of the Employer, authority or owner concerned regarding the method he proposes to use for relocating or safe-guarding any services and existing works he may encounter during construction.

The Contractor shall be responsible for any damage to such existing services and works in the execution of this contract and shall reimburse the Employer, authority or the owner concerned for any repairs required and for damages.

The Contractor shall be responsible for immediately notifying the Engineer and the authorities concerned regarding any damage caused to public services and existing works.

Any alteration to public services shall be carried out by the Authority concerned unless the Contractor is instructed otherwise.

The Contractor shall provide the necessary assistance during any operations necessary in connection with the removal, alteration or safe-guarding of any public service.

PS 4.6 Safety

The Contractor shall apply suitable proven methods for construction so that his activities will not constitute a hazard to the public or any adjacent property. All excavations shall be suitably safeguarded and barricaded especially during night time, weekends or holidays and any other day of inactivity by the Contractor.

PS 5 : INFORMATION SUPPLIED BY EMPLOYER

Certain information contained in these contract documents, or provided separately, is being offered in good faith. However, in the circumstances pertaining to the type of information supplied, no guarantee can be given that all the information is necessarily correct or representative. More specifically this applies to all material surveys and reports and similar information, the accuracy of which is necessarily subject to the limitation of testing, sampling, the natural variation of material or formations being investigated and the measure of confidence with which conclusions can be drawn from any investigations carried out. It also applies to the positions of existing services as indicated on the drawings.

The Employer accepts no liability for the correctness or otherwise of the information supplied or for any resulting damages, whether direct or consequential, should it prove during the course of the contract that the information supplied is either incorrect or not representative. Any reliance placed by the Bidder on this information shall be at his own risk.

PS 6 : CERTIFICATES OF PAYMENT

It was agreed that the master copy of the payment certificates would be drawn up and processed by the Contractor. All costs to this effect, as well as reproduction costs shall be to the account of the Contractor. It was agreed that the first month's certificate will be evaluated and if in order, the same format will be used throughout the contract.

PS 7 : CONSTRUCTION IN LIMITED AREAS

In certain cases, working space may be limited. The method of construction in these restricted areas will depend largely on the Contractor's plant. However, the Contractor must note that measurement and payment will be according to the specified cross-sections and dimensions irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and prices tendered shall be deemed to include full compensation for any difficulty encountered while working in limited areas and narrow widths, and that no extra payment will be made, nor will any claim for payment due to these difficulties be considered.

PS 8 : NON-WORKING DAYS

The Contractor shall not work on Sundays or on the following statutory Public Holidays: New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and Day of Goodwill. Whenever any of the above statutory Public Holidays fall on a Sunday, the following Monday shall be a Public Holiday.

PS 9 : SPOIL MATERIAL

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled in designated areas as directed by the Engineer. Spoiling shall comply with the applicable statutory and municipal regulations.

PS 10 : DRAWINGS

All "as built" information, as listed below, must be submitted to the Engineer's Representative before a certificate of completion will be issued. No separate payment will be made for the "as built" drawings

PS 11 : SAMPLES

The Contractor shall at his own cost, supply all samples that may be required. Material or work not conforming to the approved samples shall be rejected. The Engineer reserves to himself the right to submit samples to any tests to ensure that the material represented by the sample conforms to the requirements of the specifications. The cost of all tests failed shall be for the Contractor's account.

PS 12 : MANUFACTURER'S INSTRUCTIONS

The recommendations of the manufacturers of patented materials must be strictly adhered to regarding the use, mixing, application, fastening, etc. thereof except when otherwise instructed in writing by the Engineer.

PS 13 : MATERIALS AND PLANT

The Contractor, when using materials that are required to comply with any standard specification, shall, if so ordered, furnish the engineer with certificates of compliance.

Where so specified, materials shall bear the official mark of the appropriate authority. Samples ordered or specified shall be delivered to the engineer's office on the site free of charge.

Where proprietary products have been specified, similar products may be used subject to the prior written approval of the engineer.

Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the relevant manufacturer's current published instructions.

Unless anything to the contrary is specified, all manufactured articles or materials supplied by the Contractor for the permanent works shall be unused.

Existing structures on the site shall remain the property of the Employer and except as and to the extent required elsewhere in the contract, shall not be interfered with by the Contractor in any way.

Materials to be included in the works shall not be damaged in any way and, should they be damaged on delivery or by the Contractor during handling, transportation, storage, installation or testing they shall be replaced by the Contractor at his own expense.

All places where materials are being manufactured or obtained for use in the works, and all the processes in their entirety connected therewith shall be open to inspection by the engineer (or other persons authorised by the engineer) at all reasonable times, and the engineer shall be at liberty to suspend any portion of work which is not being executed in conformity with these specifications.

The Contractor shall satisfy himself that any quarry selected for use provides the necessary mined material in accordance with the specification.

PS 14: NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS

The Contractor shall erect the necessary signs, notices and barricades for the duration of the contract in order to safeguard both the works and the public.

Notices, signs and barricades as well as advertisements may be used only upon approval by the Engineer, and the Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer shall have the right to have any sign, notice or advertisement moved to another position or to have it removed from the site of the works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

Such notices, signs and barricades shall be provided and erected at the Contractor's own expense.

The standard name board of the South African Association of Consulting Engineers is specified. The cost of which shall be included in the rates tendered for items of the Schedule of Quantities.

PS 15: SETTING OUT OF WORK

Reference and level beacons will be shown to the Contractor by the Engineer at the commencement of the Contract and the Contractor will be responsible for transferring the data to the Site of Works.

The Contractor shall check the condition and accuracy of all reference and level beacons and satisfy himself that they have not been disturbed and are true with regard to position and level. A beacon that has been disturbed shall not be used until its true position and level have been re-established and the new values have been certified by the Engineer. The Contractor shall thereafter be held entirely responsible for the protection of all reference and level beacons.

The Contractor shall submit the method of setting out he proposes to employ to the Engineer. Accurate control of line and level shall be provided by the Contractor at all stages of construction.

Work set out by the Contractor may be checked by the Engineer and any errors found shall be rectified by the Contractor at his own expense. The Contractor shall supply any instrument, equipment, material and labour required by the Engineer for this survey work. Any assistance, including checking given to the Contractor by the Engineer or any setting out done by the Engineer for Contractor shall not be held as relieving the Contractor of his responsibility for the accurate construction of the Works.

PS 16 : WORKMANSHIP AND QUALITY CONTROL

The onus to produce work which conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced foremen, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment, to ensure adequate supervision and positive control of the works at all times.

The costs of all supervision and process control, including testing thus carried out by the Contractor shall be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various standardized specifications regarding the minimum frequency of testing that will be required for process control. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion of every part of the work and submission thereof to the Engineer for examination, the Contractor shall furnish the Engineer with the results of all relevant tests, measurements and levels to indicate compliance with the specifications.

PS 17 : TRANSPORT OF MATERIAL

All costs of transporting material shall be included in the applicable tendered rates. All references in the specifications to transport, overhaul and haul distances shall be deleted irrespective of whether or not the deletion is included in these project specifications.

PS 18 : LIAISON WITH LOCAL AUTHORITIES

The Contractor will have to liaise with local authorities regarding the following matters:

(a) Protection of existing services during construction.

All the relevant authorities were notified of above operations. It is then the Contractor's onus to immediately contact all these authorities and to accommodate their involvement in his programme of work. The Contractor should also warn the authorities at least 48 hours before the actual work commences. Compensation for delays, losses or accidents will not be considered should the Contractor at any time have failed to keep the local authorities informed.

The Engineer or Employer must immediately be notified, should the Contractor experience any problem regarding work which involve a local authority.

C3.5 MANAGEMENT

C3.5.1 Management of the works

C3.5.1.1 Applicable Specifications

The Standard for Civil Engineering Construction SANS 1200 published the South African Bureau of Standards and referred to as the “Standard Specifications” shall be applicable to this project.

C3.5.1.2 Concurrent construction contracts

The Contractor’s attention is drawn to the fact that there might be other contiguous works will be executed concurrently by independent Contractor’s under separate contracts in the vicinity of the Site.

The Contractor shall ensure that neither his operations nor those of his sub-Contractors nor the activities of his employees shall interfere with or of the Employer or of other Contractors and he shall indemnify the Employer against all claims arising through default of this requirement.

The Contractor shall hand over portions of the Site of the Works (whether completed or not), or completed portion of the Works, to these Contractors when required by the Employer or detailed elsewhere in this document. The Contractor shall cause no interference with or delays in the execution of these contiguous contracts.

No discounts or commission for the Contractor is allowed on these contracts, and it will be assumed that he has fully allowed in the Contract Price for the presence of these Contractors on Site. Any service rendered or assistance given by the Contractor to these Contractors, save as are provided for in the Project Specifications, shall be for their accounts only since the Employer shall in no will be responsible to the Contractor for any payments in this respect.

The Contractor shall protect all known existing services as well as all work being carried out and structures being erected on the Site by other Contractor. Any damage caused to their services or structures, or any obstructions or hindrance caused to other Contractors by the Contractor, and all claims arising there from, will be sole responsibility of the Contractor.

All repair work shall be carried out at the Contractor’s expense to the entire satisfaction of the Engineer.

The same obligations shall be imposed on the Employer and on other Contracts in respect of the Works being executed under this Contract.

C3.5.1.3 Contractor’s Project Management Plan

The Contractor is required to prepare and submit a project management plan for the Construction. The particular Contents that should be included in the Contractor’s Project Management Plan are listed below:

- **Project structure and agreements**
  The Contractor shall indicate how responsibility for the various work packages will be divided between joint ventures partners (where applicable) and sub-Contractors.

  A contract organogram shall be provided showing work appointment and project management responsibilities. The particular division of work shall match the establishment capabilities and capacities of each particular partners of Sub-Contractor.

- **Plant, materials and equipment**
  The Contractor shall prepare s Plant and Materials procurement plan, indicating the source of key Plant and Materials designated for inclusion in the Works, and demonstration that such Plant and Materials have proven track record of successful maintenance support in South Africa.

  The Contractor shall also prepare a plan of Contractor's Equipment, indicating the sources and details of construction equipment planned for use on the Contract and based on the Contractor's particular approach.

- **Staffing plan**
  The Contractor shall prepare a detailed staffing plan showing in an organogram all key members of the Contractor's Personnel, proving a detailed CV for each such key position. The Contractor shall also show numbers and source of all non-key staff and indicating the particular approach.

- **Method statement**
  The Contractor shall clearly describe the overall methodology proposed for construction of the Works and include particular method statement for each work discipline include in the Works.

C3.5.1.4 Construction Programme

The Contractor shall submit together with his tender, a proposed construction programme and schedule, which shall be updated and finalized within the period stated in the Contract Data a suitable and realistic construction programme for the consideration of the Engineer.

The programme shall be in the form of a Gantt chart and shall include the following details:

- A work breakdown structure (WBS), identifying the major activities and group of activities.
- For each activity and/or group of activities, further details shall be provided with regard to the scheduled and end dates of individual activities.
- The (F/S; S/S; F/F and association lead and lag) linkages between activities shall be clearly indicated and the logical network upon which the programme is based shall be separately submitted to the engineer if requested. Any constraints shall be classified as being time-related or resource-related.
- The critical path(s) shall be clearly indicated and floats on non-critical activities shall be shown.
- The Contractor shall indicate the working hours per day, night, week and month allowed for in the programme.
- Where relevant the Contractor shall state the production rates for key activities, e.g. earthworks, etc.

- The Contractor shall submit together with his tender, a detailed method statement of how he plans to execute the works, taking into account the inter-relationship of the various supply and drainage areas per water network and sewer branch pipeline layouts.

Together with the programme as detailed above the Contractor shall submit to the engineer as cash flow projection, indicating projected monthly invoice amounts. The cash flow projection shall be updated at monthly intervals to reflect actual payments to date and anticipated further payments.

The programme will be reviewed at the monthly site meetings at which the Contractor shall provide sufficient detail that will allow the comparison of completed work per activity that has fallen behind. The updated programme shall be submitted to the Engineer at least two days prior to the monthly meetings.

If the programme has to be revised by reason of the Contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost tine in order to ensure completion of the Works within the time for completion or any granted extension of time. Ant proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant in a more efficient manner.

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

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

C3.5.1.5 Quality Assurance

The Contractor shall institute the quality management plan (QMP), as well as institute a quality management assurance system (QMAS) and provide experienced personnel as well as all the necessary transport, instruments and equipment, to ensure adequate supervision, positive control and testing of the world at all times in order to comply with the minimum standard specifications and requirements. The Contractor shall deliver to the Engineer, for his consideration, all the required QMP and QMAS quality assurance programme prior to the Contractor’s appointment of any suppliers or commencement of the Works. Failure to comply with these requirements shall be just cause for the Engineer to order supervision of the Works without additional remuneration or for him to recommend termination to the Employer in terms of the Conditions of the Contract.

The Contractor shall do at least the quality control test at the frequencies specified in SANS and THM for the required Scope of Work. If the scale of the works, construction method or any other circumstances dictates, the Contractor shall do more tests when required for quality assurance purposes.

The Contractor shall keep systematic records of the test results and all worksheets related thereto. All test results obtained by the Contractor in the course of his process requesting

inspection of the relevant portions of the Works. Any request for inspection shall be submitted on the prescribed forms.

The Employer is at liberty to carry out such tests as he deems necessary to determine compliance with the contract requirements and will make available the results of all tests to the Contractor.

Acceptance control, record keeping and payments certificates shall be done in accordance with the Engineer's standards system except if the Engineer approves that the Contractor's QMP and standard QMAS system may be used.

C3.5.1.6 Site administration

- **Daily Site Diary**
  The daily site diary shall be kept to date by the Contractor's Site Agent and will be signed on a daily basis by the Engineer's Representative.

- **Information in Respect of Plant**
  Information relating to plant on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of construction plant kept on the Site, full particulars given each day of the month, Distinction shall be made between plant in working orders and plant out of order. Such inventory shall be submitted by the first day of the month following the month to be reported.

- **Information in Respect of Employees**
  Information relating to labour and management on Site shall be recorded in the daily site dairy. In addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of Supervisory staff, labour employed (own and local labour) by category, and sub-Contractors (both local and imported) for each day of the month. Such return shall be submitted by the first day of the month following the month to be reported.

- **Rainfall Records**
  Rainfall records for the period of construction shall be taken on Site and record in the daily site diary. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fences plus gate, padlock and keys at each measuring station, all at his own costs. The Engineer or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Engineer's Representative. Access to the measuring gauge(s) shall at all times be under the Engineer's control.

C3.5.1.7 Site instructions

Site instructions by the Engineer, addressed to the Contractor at his office on the Site will be numbered consecutively and will be deemed to have been received by the notice of the Engineer in writing immediately.

C3.5.1.8 Site Meetings

The Contractor and his authorized representative shall attend all meetings held on the Site with Employer and the professional team at dates and time to be determined by the Engineer. Such meeting will be held to evaluate the progress of the Contract, and to discuss matters pertaining

to the Contract which any of the parties represented may wish to rise. It is not the intentions to discuss day-to-day technical matters at such meetings.

C3.5.1.9 Payment Certificates

Monthly Progress Payment Certificates shall be submitted to the Engineer's Representative on Site not later than the 15th of each month (or on the last working day prior to this date) in order to allow for checking each and reconciliation of all quantities, rates, extension and additions in the certificate. Each progress payment certificate shall include work executed or reasonable expected to be executed up to 30th day of the specific month. The Engineer's Representative shall have a period of five (5) calendar days to view the draft certificate in collaboration with the Contractor. All quantity calculations and certificates submitted by the Contractor for checking shall be in accordance with the Engineer's standards site administration forms and formats.

Upon agreement by the Engineer's Representative by not later than the 20th of each month, the certificate shall be submitted by the Contractor in a typed form in accordance with the prescribed format, and with the correct spelling, to the Engineer by no later than the 20th of each month (or on the first working day thereafter), together with four additional copies, for certificates.

Where days' work has been instructed by the Engineer, the Contractor shall submit the return to the Engineer for signature and approval within twenty-four (24) hours of the end of the working day on which the work was executed. Day work returns shall be submitted on forms according to the Engineer's standard format. Failure to comply with terms of this clause will result in non-payment for such day works.

C3.5.1.10 Drawings, Operations and maintenance Manuals

All the information in possession of the Contractor that is required by the Engineer's Representative in order to complete the As-built drawings and to prepare a close-out report for the Employer must be submitted before a certificate of completion is issued for the works. Similarly, the Contractor will be required to submit full details of all materials/ fittings/ equipment in a maintenance procedure (where applicable) related thereto, for incorporation in the overall operation and maintenance manual for the completed works prior to issuing of the certificate of completion of the Works.

Only figured dimensions, levels and co-ordinates on the Drawings may be used in the interpretation thereof, and the Drawings shall not be scaled unless the Contractor is specifically instructed by the Engineer in writing. The Contractor shall notify the Engineer in writing of any lack of information or conflict in the information on the Drawings. The Engineer will upon written request provide any dimensions, levels and co-ordinates that may have been omitted from the Drawings.

C3.5.2 Management of the Environment

C3.5.2.1 The Environmental Management Plan (EMP)

The Contractor shall comply with the conditions of the Record of Decision and the Environmental Management Plan if any.

C3.5.2.2 Environmental Authorization

The Contractor shall comply with the conditions of the Environmental Authorization - Record of Decision if any.

C3.5.3 Management of Health and Safety on site

The Contractor shall comply with the Occupational Health and Safety (OHS) Agreement included in Section C1.2 – Contract Data

C3.5.3.1 Health and Safety Specifications

The Contractor shall comply with the requirements of the Occupational Health and Safety Specifications of the Municipality.

C3.5.3.2 Health and Safety Plan

The Contractor shall use the Occupational Health and Safety Specifications of the Municipality to develop and OHS Plan for the approval of the Employer/ Employer's Safety Agent. Once the OHS Plan is approved, it shall be included in OHS File on site for regular monitoring.

C4. Site Information

C4.1 Compulsory Site Inspection

The Bidder shall familiarize him/herself on the nature of the site and inspect the site if necessary.

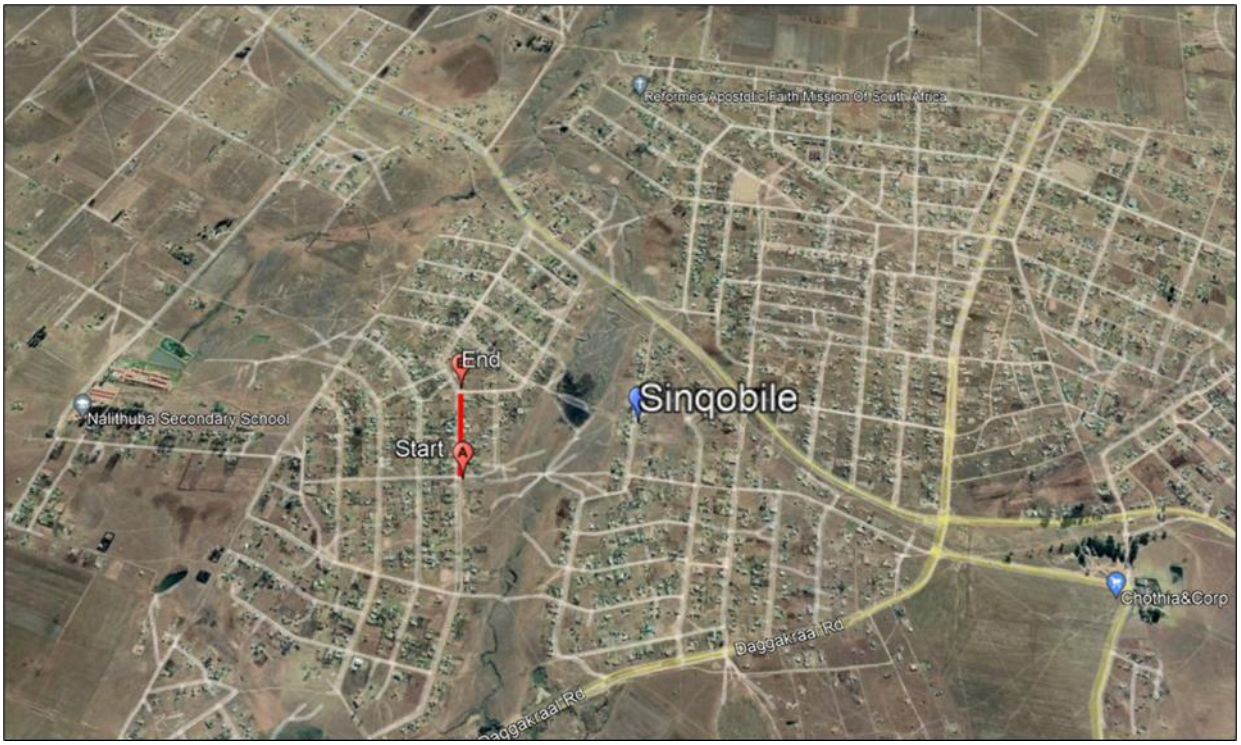
The Employer will consider a bid only if the site inspection and/or bidder's meeting arranged by the Employer has been attended by a representative who must;

- Be suitably qualified to comprehend the implications of the work involved and
- Be the bidder him/herself or a person in the direct employ of the bidder.

C4.2 Site Location

The GPS Co-ordinates for the project are as follows:

27°08'29.70"S
29°57'19.495"E



DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF PAVED ROADS AND STORMWATER DRAINAGE IN WARD 11 DAGGAKRAAL

C5 DRAWINGS

C5.1 Contract Drawings

Drawing No.	Description
19/2021/RLL01_REV0	Plan and Profile
19/2021/TX02_REV	Typical Cross Section

ANNEXURE A

SCHEDULE OF PERSONNEL AND EMPLOYEES

The Tenderer shall state below the number of Personnel and Employees to be employed on the Works.

PERSONNEL AND EMPLOYEES	**TENDER**		**TENDER**	
	FULL TIME	**PART TIME**	**FULL TIME**	**PART TIME**
1. Technical staff 2. Clerical staff 3. Artisans 4. Semi-skilled 5. Unskilled labour				
Total				

State the name, qualifications and experience of permanent Site agent:

Date: ……

SIGNATURE OF TENDERER: …….

ANNEXURE B

PRELIMINARY PROGRAMME

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed order and rate of progress for each portion of the work comprising this Contract. The programme shall be consistent with and in support of his time required for completion and shall be in accordance with the requirements of this tender.

PROGRAMME												
ACTIVITY	**WEEKS / MONTHS**											
	…	**…**	**…**	**…**	**…**	**…**	**…**	**…**	**…**	**…**	**…**	**…**

SIGNATURE OF TENDERER; ……..

ANNEXURE C

SITE INSPECTION CERTIFICATE

This is to certify that I,
…….

representing and duly authorized by (Tenderer) …….

……..

attended the site inspection on

……

Having prior to this site visit carefully examined the tender document, technical information and drawings supplied, I confirm that I was given unrestricted access to inspect those sections of the Site necessary for the execution of the Works.

I further confirm that I am completely satisfied with the scope of work as explained by the Engineer, and am fully aware of all Site conditions and regulations of whatsoever nature that could influence the preparation of our tender.

I therefore append my signature below in agreement that we will not institute any claim against the Employer after submission of our tender based on lack of knowledge of site conditions or regulations appertaining to the execution of this Contract.

Signature of Tenderer's Representative	Date
Signature of Representative of the Municipality	Date

ANNEXURE D

FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES

1. FINANCIAL STATEMENTS

I/We agree, if required, to furnish a copy of the latest audited set of financial statement together with my/our Director's and Auditor's report for consideration by the DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY.

2. DETAILS OF CONTRACTOR'S BANK ACCOUNT

I/We furnish the following information:

a) Account Holder Name:……..

b) Name of Bank:……

c) Branch of Bank: …….

d) Town/city/suburb where bank is situated:…….

e) Contact Person at the Bank:……

f) Telephone number of Bank: Code: ……. Number: ……..

g) Account Number:……..

h) Bank rating (include confirmation from bank or financial institution):……

I/We hereby authorise the Employer to approach the above Bank for a reference.

SIGNED ON BEHALF OF THE TENDERER:……

DATE: ……