MORETELE LOCAL MUNICIPALITY

BID NUMBER: MLM/CH/W23/26-27

INVITATION FOR PROPOSALS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES AND CONSTRUCTION OF WARD 23 COMMUNITY HALL (TURNKEY CONTRACT)

Registered Name of Tenderer:	
Registration No. of Entity:	
Tender Amount:	
Physical Address of Tenderer:	
Tel. No.:	
CIDB CRS Number(s):	
CSD Number(s):	**MAAA**
This tender closes at 12:00 on Wednesday, 28 October 2026, at the Municipal Hall, in offices of the Moretele Local Municipality located at 4065 B, Mathibestad, Makapanstad 0404 **NO LATE SUBMISSIONS WILL BE CONSIDERED**	

Approved and Issued By:

Moretele Local Municipality
4065 B, Mathibestad
Private Bag X367
MAKAPANSTAD
0404MLM

Contact Name: Mr P Molautsi or Ms M Phenya
Telephone: (012) 716 1347 or (012) 716 1414

EXPANDED PUBLIC WORKS PROGRAMME

MORETELE LOCAL MUNICIPALITY

Tender No. MLM/CH/W23/26-27

THE INVITATION FOR PROPOSALS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES AND CONSTRUCTION OF WARD 23 COMMUNITY HALL (TURNKEY CONTRACT)

CONTENTS

Number	Heading
The Tender	
Part T1: Tendering procedures	
T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data
Part T2: Returnable documents	
T2.1	List of Returnable Documents
T2.2	Returnable Schedules
The Contract	
Part C1: Agreements and Contract Data	
C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.3	Occupational Health and Safety Agreement
Part C2: Pricing data	
C2.1	Pricing Assumptions
C2.2	Activity Schedule
Part C3: Scope of Work	
C3.1	Scope of Work
Part C4: Site information	
C4.1	Site Information
Part C5 : Annexures	
C5.1	

MORETELE LOCAL MUNICIPALITY

TENDER NO.: MLM/CH/W23/26-27

INVITATION FOR PROPOSALS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES AND CONSTRUCTION OF WARD 23 COMMUNITY HALL (TURNKEY CONTRACT).

Part T1: Tendering procedures

Pages

T2.1 Tender Notice and Invitation to Tender..... T4

T2.2 Tender Data..... T6

VOLUME 1
PART T1
BIDDING PROCEDURES

MORETELE LOCAL MUNICIPALITY

TENDER NO.: MLM/CH/W23/26-27

T1.1 Tender Notice and Invitation to Tender

Moretele Local Municipality hereby invites prospective bidders as per below table:

Project Name	Bid Number	Compulsory Briefing Session	Bid Document Price	Availability of Bid Document	Evaluation Criteria	Closing Date and Time	CIDB
Proposals to provide professional engineering services and construction of Ward 23 Community Hall (Turnkey Contract)	*MLM/CH/W 23/26-27*	09 October 2026 @ 10h00 Moretele Local Municipal Hall in Mathibestad	R1000.00	23 September 2026 (e-tender only)	**80/20** 80 – Price 20 – Specific goal	28 October 2026 @12h00	6GB or Higher

Bid documents with detailed bid specifications and detailed information are obtainable **both on e-Tender: www.etenders.gov.za** . A non-refundable deposit as per tender above payable at the bank as per the following details:

Account Name : Moretele Local Municipality
Bank : ABSA
Cheque account No : 405 331 7014
Branch code : 632005
Ref : Company Name……..BID Number……..……

NB: No cash will be accepted only proof of payment or Debit cards will be accepted.

Sealed Bids clearly marked **"BID No AND PROJECT NAME (as per the table above)** must be placed in the Bid box situated at the offices of **MORETELE LOCAL MUNICIPALITY**, **4065 B MATHIBESTAD**. Compulsory briefing will be done as per the project indicated on the table.

No late BIDs will be accepted.

Moretele Local Municipality reserves the right to accept the whole or part of any bid and further reserves the right to re-advertise if it so wishes to. No reason for the acceptance or rejection of any bid will be given.

Bids will be adjudicated according to the Moretele Local Municipality's Supply Chain Management Policy, the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) and the Preferential Procurement Regulations 2022, as well as the broad Based Black Economic Empowerment Act (Act 53 of 2003). Bids will remain valid for 90 days.

Inquiries may be directed to: Mr. P Molautsi Tel: (012) 716 1300\47 and Ms. M Phenya Tel: (012) 716 1300/1314

Mr S. Ngwenya
MUNICIPAL MANAGER

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MORETELE LOCAL MUNICIPALITY				
BID NUMBER:		CLOSING DATE:		CLOSING TIME:
DESCRIPTION				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN
THE BID BOX SITUATED AT *(STREET ADDRESS*

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		**OR** CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			**TOTAL BID PRICE**	**R**
SIGNATURE OF BIDDER	……		**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	Supply Chain Management	DEPARTMENT	Infrastructure Development Services
CONTACT PERSON	Ms.M Phenya	CONTACT PERSON	Mr. P Molautsi
TELEPHONE NUMBER	012 716 1300/1314	TELEPHONE NUMBER	012 716 1300/1347
E-MAIL ADDRESS	Modiegi.phenya@moretele.gov.za	E-MAIL ADDRESS	Pholosho.molautsi@moretele.gov.za

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE**

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

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:……

CAPACITY UNDER WHICH THIS BID IS SIGNED:……

DATE:……

MORETELE LOCAL MUNICIPALITY

TENDER NO.: MLM/CH/W23/26-27

INVITATION FOR PROPOSALS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES AND CONSTRUCTION OF WARD 23 COMMUNITY HALL (TURNKEY CONTRACT).

T1.2 TENDER DATA

The conditions of the tender are the Standard Conditions of Tender as contained in Annex C of Board Notice 147 of 2021 in Government Gazette No. 44739 of 18 June 2021, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) These are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

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

The following variations, amendments, and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

Clause Number	Data / Wording
This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."	
C1.1	The Employer is the Moretele Local Municipality
C.1.2	(a) The **Tender Documents** consist of the following: The following documents form part of this tender: The Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015), as published by the Construction Industry Development Board. Tenderers must obtain copies at their own cost from the Construction Industry Development Board, Pretoria. Tel: (012) 343 7136 / (012) 481 9030, Fax: (012) 343 7153, Email: cidb@cidb.org.za. Alternatively, the latest edition can be accessed from the CIDB website (www.cidb.org.za). The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Board Notice 147 of 2021 in Government Gazette No. 44739 of 18 June 2021, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) These are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data. The relevant sections as described in the latest edition of the Government Gazette pertaining to the Scope of Services and Guideline Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), as published by the Engineering Council of South Africa (ECSA). Tenderers are advised to consult the ECSA website (www.ecsa.co.za) for the most recent version. The latest edition of the Guideline Professional Fees and Scope of Services as published by the South African Council for the Architectural Profession (SACAP) in terms of the

	Architectural Profession Act, 2000 (Act No. 44 of 2000). Tenderers should obtain the current version from SACAP at www.sacapsa.com. General Conditions of Contract for Construction Works, Third Edition, 2015' issued by the South African Institution of Civil Engineering (abbreviated title 'General Conditions of Contract 2015' – 'GCC 2015'). This document is obtainable separately and Tenderers shall obtain their own copy. The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014 (Government Gazette No 37305 of 7 February 2014, Notice No R. 84)'. These documents are obtainable separately and Tenderers shall obtain their own copies. This tender document issued by the Employer (Tender MLM/CH/W23/26-27), in respect of: Invitation For Proposals to Provide Professional Engineering Services and Construction of Ward 23 Community Hall (Turnkey Contract), in which is bound: **Part T1: Tendering Procedures** T1.1 Tender notice and invitation to tender T1.2 Tender data **Part T2: Returnable Documents** T2.1 List of returnable documents T2.2 Returnable schedules **The Contract** **Part C1: Agreements and contract data** C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Occupational Health and Safety Agreement **Part C2: Pricing data** C2.1 Pricing Assumptions C2.2 Activity Schedule **Part C3: Scope of work** C3.1 Scope of Work **Part C4: Site information** C4.1 Site information In addition, Tenderers are advised, in their own interest, to obtain their own copies of the relevant Acts, Regulations, and Standards referred to in this document as they are essential for the Tenderer to become acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and participation of targeted enterprises and labour.
C.1.4	**Communication** It should be noted that the employer has no agent acting on his behalf for the purposes of this tender. The Employer's agent for the purpose of this tender is deemed to be the authorized and designated representative of the Employer: Contact Person: Mr P Molautsi (Director IDS) – Moretele Local Municipality Tel: (012) 716 1300\47 E-mail: Pholosho.Molautsi@moretele.gov.za Attention is drawn to the fact that verbal information given by the employer's representative prior to the close of tenders will not be regarded as binding on the Employer. Only information issued formally by the employer in writing to tenderers will be regarded as amending the tender documents.

C.1.5	**Cancellation and Re-Invitation of Tenders**
C.1.5.1	An 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 engineering and construction works specified in the invitation. b) funds are no longer available to cover the total envisaged expenditure; or c) no acceptable tenders are received. d) there is a material irregularity in the tender process.
C.1.5.2	The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised
C.1.5.3	An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time
C.1.6.2	**Competitive negotiation procedure** A competitive negotiation procedure will not be followed.
C.1.6.3	**Proposal procedure using the two-stage system** A two-stage system will not be followed.
C.2	**Tenderer's obligations**
C.2.1	**Eligibility** Only those tenderers who satisfy the following criteria are eligible to submit tenders: **Registration as a Service Provider** Central Supplier Database Registration. Successful tenderers must register on the Central Supply Database (CSD). The Employer will only enter a formal contract with a tenderer who is registered on the CSD as service provider and has been issued with a registration number. **Registration with professional body:** All tenderers must be registered with the applicable professional association for their profession. **a) CIDB registration** Registered with the CIDB, at close of tender, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(8) of the Construction Industry Development Regulations, as per amended notice, for a **5GB** or higher class of construction work. Tenderers whose CIDB registration expires within the tender validity period, need to demonstrate that there is a reasonable chance of being registered in the appropriate grading designation during the tender evaluation period, by submitting a copy of their timely application for CIDB registration, with their tender submission. Tenders received from such tenderers who are not capable of being registered in the required contractor designation, within 10 working days after either expiry of their registration or after being requested to provide proof of registration, will be considered non-responsive. **Note that in terms of the Construction Industry Development Board Act, 2000 (Act No. 38 of 2000) a registered contractor must apply for renewal of registration three months before the existing registration expires.** Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with the latest updated

	Regulation 25 of the Construction Industry Development Regulations, as per amended notice, are not eligible to have their tenders evaluated. **Joint Ventures are eligible to submit tenders provided that:** a) every member of the joint venture is registered with the CIDB; b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status, and c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **5GB** or higher class of construction work or a value determined in accordance with Regulation 25 of the Construction Industry Development Regulations, as per amended notice.
C.2.1.1	Only those bidders who satisfy the following eligibility criteria are eligible to submit bids: a. the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices; b. the Tenderer does not have the legal capacity to enter into the contract; c. the Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing; d. The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy; e. The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; f. The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
C.2.2	**Key Personnel** The following personnel must be in full time and in permanent employment of the tenderer and available for the envisaged appointments: In the event where there is change of personnel, the service providers is required to provide personnel in accordance with the provisions of clause 5.5 and clause 7.2 (Standard Professional Services Contract (3rd Edition Published by CIDB)) and complete the personnel schedule stated in the contract data. 1. A Project Leader who is a Registered Professional Engineer or Technologist/ Architect or Senior Architectural Technologist /Quantity Surveyor, with at least five years verifiable post-graduate experience in the provision of consulting services and project management of Infrastructure. The person must verify competence through both experience and postgraduate qualification and/or completion of relevant courses. The Project Leader must have acted as the 'Client's Agent' in terms of the General Conditions of Contract for Construction Works (2015) (latest version) within the last three years. 2. The Project Leader must be registered as a Professional with the Engineering Council of South Africa (ECSA) or the South African Council for the Architectural Profession (SACAP). His or Her registration number must be indicated in Schedule T2.1: Key Personnel, Part T2.1: Returnable Schedules.

	3. A Project Engineer who is a qualified Engineer / Technologist with at least five years verifiable post-graduate experience in infrastructure projects. 4. A Contract Manager who is a qualified Engineer / Technologist / Technician with at least three years verifiable post-graduate experience in contract supervision in infrastructure projects. 5. The Curriculum Vitae of all key personnel must be submitted with the tender submission. Key personnel will be expected to operate out of the local office, as the demands of the anticipated projects require.
C.2.1.4	**Support resources** A support team and resources providing assistance in each of the specialised services associated with the design and planning must be indicated. Details of the software package that will be used must be indicated on the Returnable Schedules. A list of design software packages is included in the scope of work.
C.2.1.5	**Professional indemnity insurance** The employer shall not award a contract to any tenderer that does not hold valid professional indemnity (PI) insurance providing cover in an amount of not less than R **5 000 000.00** in respect of each and every claim during the period of insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the Tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract, must be submitted with the tender, appended to the Returnable Schedules.
C.2.2.1	The tenderer must be notified of all arithmetic errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of the rates / prices as corrected by the Employer's Agent without changing the tender amount / final offer.
C.2.2.2	**Cost of Tender** The cost of the tender documents charged by the Employer shall be limited to the actual cost incurred by the Employer or Employer's Agent for printing the documents
C.2.3	**Check Documents** Check the tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.
C.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.
C.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.
C.2.7	**Seek Clarification** The arrangements and venue for the compulsory Clarification Meeting are: **Venue:** Moretele Local Municipality, Municipal Hall, 4065 B, Mathibestad, Makapanstad 0404. **Date:** 12 August 2025 at 10:00 AM **Contact Person:** Mr P Molautsi **Tel**: (012) 716 1300/47 **E-mail:** Pholosho.Molautsi@moretele.gov.za
C.2.8	**Insurance** Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
C.2.9	**Pricing the Tender Offer**

C.2.9.3	This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain fixed, final and binding for the full duration of this contract.
C.2.11	**Alterations to Documents** Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations (refer to the standard condition of Tender).
C.2.12	**Alternative Tender Offers** No alternative tender offers will be considered
C.2.13	**Submitting a tender offer**
C.2.13.1	Submit one tender offer only as a single tendering entity to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data
C.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 legibly in non-erasable ink.
C.2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.
C.2.13.4	Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.
C.2.13.5	Tender offers shall be submitted as original only. The package shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address. Under no circumstances whatsoever may the tender forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.
C.2.13.6	Bidders are requested to deliver the submission in one envelope. The Employer's address for delivery of tender offers and identification details to be shown on the tender offer package is: **Title to appear on envelope one (1):** **"BID NUMBER: MLM/CH/W23/26-27 - INVITATION FOR PROPOSALS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES AND CONSTRUCTION OF WARD 23 COMMUNITY HALL (TURNKEY CONTRACT)** This envelope must contain the returnable SCM Documentation, Relevant Annexures and Appendixes. This envelope must contain printed copies of all the pages in this document, duly completed and signed, inclusive of the pricing schedules (bill of quantities), which must be submitted in one envelope as detailed below. For identification purposes, bidders are requested to ensure that the envelopes containing the company's bids are clearly marked and are easily identifiable by the company's logo or name. 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:** Moretele Local Municipality **Physical Address:** 4065 B, Mathibestad, Makapanstad 0404. **Identification Details:** Tender No. MLM/CH/W23/26-27
C.2.13.7	Seal the original tender offer in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data. A two-envelope system will **not be followed**.

C.2.13.8	Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
C.2.13.9	Accept that tender offers submitted by facsimile or e-mail and late tenders will be rejected by the Employer.
C.2.14	**Information and data to be completed in all respects** Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the Employer as **non-responsive.**
C.2.15	**Closing time** The closing time for submission of Tender Offers is: **12:00 on Wednesday, 28 October 2026** The Moretele Local Municipality is not obliged to accept the lowest or any tender and reserves the right to accept any tender in whole or in part.
C.2.16	The tender offer validity period is **ninety (90) days** from the closing time for the submission of tenders.
C.2.18.2	Over and above the information resources stipulated in the evaluation criteria, the Tenderer 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.
C.2.19 I	**Inspections, tests, and analysis** Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
C.2.20	**Submit securities, bonds, and policies** 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.
C.2.23	The Tenderer is required to submit his/her tender with all documents and schedules listed under T2.1 and T2.2 The certificates as required in the Returnable Schedules and Forms must be provided with the tender for each party to a consortium / joint venture.
C.2.24	**Canvassing and obtaining of additional information by tenderers** The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.
C.2.25	**Prohibitions on awards to persons in service of the state** The Employer is prohibited to award a tender to a person - a. who is in the service of the state; or b. if that person is not a natural person, of which any director, manager, principal shareholder or c. stakeholder is a person in the service of the state; or d. a person who is an advisor or consultant contracted with the Municipality. **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; e. provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); f. a member of the accounting authority of any national or provincial public entity; or g. An employee of Parliament or a provincial legislature. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.
C.3	**The Employer's undertakings**
C.3.1	**Respond to requests from the tenderer** The Employer will respond to requests for clarification received up to three (3) working days before the tender closing time
C.3.2	**Issue Addenda** Addenda will be issued until five (5) working days before the tender closing time.
C.3.5	The time and location for the opening of the tender offers are: Time: **12:00 on Wednesday, 28 October 2025** Location / Venue: Moretele Local Municipality, 4065 B, Mathibestad, Makapanstad 0404
C.3.9	
C.3.9.1	Check the highest ranked tenders or tenderers with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3 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 line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or the summation of the prices.
	The arithmetical errors shall be corrected 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. The Tender Offer will be rejected if the tenderer does not correct or accept the Correction of the arithmetical error in the manner described above
C.3.11	**Functionality, Price and Preference** The purpose of the evaluation is to ensure and promote compliance with the Constitution, specifically Section 217, which provides that when organs of state contract for goods or services, they must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective. The evaluation of bids will be undertaken in 4 **Stages/ Phases.**
C.3.12	The procedure for the evaluation of responsive tenders is Functionality, Financial offer, Preference and Objective criteria) as explained in the CIDB's Standard for Uniformity in Construction Procurement August 2019 (clause 4.3.1). Breakdown points for Functionality points are outlined below. The procedure for the evaluation of responsive tenders is detailed as follows:

	Phase One: Responsiveness to the eligibility criteria, bid and mandatory requirements and rules. Tenderers that do not meet the compliance requirements stipulated above will be disqualified from further evaluation. **Phase Two:** Tenderers must meet the minimum requirements outlined in the functionality criteria and score at least the minimum functionality points to be considered for further evaluation. Tenderers which do not meet minimum functionality points of 70 will then be rejected. **Phase Three:** Bidders passing all stages above will thereafter be evaluated on PPPFA (80/20 or 90/10). **Phase Four:** Objective criteria and Risk analysis
	PHASE ONE: RESPONSIVENESS TO THE ELIGIBILITY CRITERIA, BID AND MANDATORY REQUIREMENTS AND RULES: Tenderers' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration: 1. Tender Document (This Document must be submitted in its original format) 2. Tenders which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted. 3. Tenderer must be registered with cidb in the correct grading and class of works as per the tender notice and requirements and the status on cidb must be active during award stage. It is the responsibility of the tenderer to keep the status on CIDB active throughout bidding process (i.e from advert till award stage). 4. Tenderer must be a legal entity or partnership or joint venture or consortia. 5. Form of offer and Acceptance (fully completed and signed) 6. MBD 4- Declaration of Interest (fully completed and signed) 7. MBD 5-Declaration for procurement above R10 million (all applicable taxes included) - (fully completed and signed) 8. MBD 8- Declaration of Bidder's past Supply Chain Management Practices. (Completed and signed 9. MBD 9- Certificate of Independent Bid Determination. (Completed and signed) 10. Compulsory Enterprise Questionnaire (Completed and signed) 11. If the offer (any of the items quoted for) is "Vat Inclusive", the VAT registration number of service provider must be indicated. Bidders are not entitled to claim the VAT if they are not VAT registered. 12. Certificate of Authority for Joint Ventures (if applicable). In the case of a joint venture, a signed JV agreement stating the share interest or percentage of each partner should also be made available to the department by the JV. **CIDB** regulations and prescripts apply. 13. Resolution to Sign (if applicable) must be completed and furnished with the tender. 14. All tenderers must be registered with the applicable professional association for their profession. 15. Attendance of compulsory briefing meeting (where applicable) 16. Only one offer per item per bidder is allowed and alternative offers will not be considered. If more than one offer per item is received, none of the offers will be considered. Tenderers are also not allowed to submit a bid/ quotation whilst they are in agreement with other tenderers in the form of joint ventures or consortiums. 17. Bidder (Company or director/partner or sole propriety) must attach proof of municipal rates on municipality letterhead which are not older than 90 days. If the statement of municipal rates is not in the name of the bidder, an affidavit from SAPS must be attached. or Letter of traditional authority not older than 90 days for the bidder. OR In case of a lease agreement, a signed lease agreement by both parties(lessor & lessee), an affidavit indicating that the bidder and/or the director does not have municipal account and that the municipal services, rates and taxes are paid by the property owner must be attached. The tenderer will be rejected if it has failed to pay municipal rates

and taxes or municipal service charges and such rates, taxes and charges (where they are applicable) are in arrears for more than three months.

18. If the tenderer is required by law to prepare annual financial statements for auditing, it must submit its audited annual financial statements— (aa) for the past three years; or (bb) since their establishment if established during the past three years.
19. A letter of intent from a registered financial institution showing full details as guarantor in the amount of 10% as specified for surety purposes must be submitted.
20. Relevant Letter of Good Standing with the Compensation for Occupational Injuries and Diseases

Other Conditions of bid (Non eliminating, unless expressly mentioned in the document):

1. MBD 1 form
2. The bidder must be registered on the Central Supplier Database (CSD) prior to the award.
3. All tenderer's tax matters must be in order prior to award. Bidders' tax matters will be verified through CSD.
4. The bidder must complete section 1.3.1.2 of the Preference Points Form to claim points on Specific goals. Non-completion of the schedule / form will result in a bidder losing preferential points.

PHASE TWO: TENDER WHO PASS STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:

1. The tender will be expected to submit substantial information (valid copies and detailed information as ordered) in order to claim points for each of the criteria or sub criteria set.
2. The tenderer must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works.
3. The form or the evaluation criteria and maximum score in respect of each of the criteria listed in 5.11.9.
4. A Tender scoring an average score below **70 points** in Functionality will be considered as DISQUALIFIED from evaluation and will be discarded from any further evaluation.
5. Non-submission or poorly completed schedule or incomplete information will result in a tenderer losing points on Functionality. CVs which do not substantially detail relevant experience will also lead to a bidder losing points on Functionality, It is the responsibility of the tenderer to ensure that all copies are clear and certified when the conditions require them to be so.
6. No second chance will be given to a tenderer to submit some information after tender closure on this stage of evaluation i.e. functionality.

PHASE THREE: EVALUATION POINTS ON PRICE AND SPECIFIED GOALS

The 80/20 preference point system shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).*

Criteria	**Points**
Points on Price	80
Specified Goals	20
Total	**100**

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

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

The financial offer will be scored using the following formula:
$A = (1 - (P - Pm))$

Pm

The value of value of W_1 is:

a. 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or
b. 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.

The table below must be used to calculate the score out of 20 for Specified Goals

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be complete d by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDIs (Who had no franchise on national elections before the 1983 and 1993 constitution)	--	5	--	
Points for 51% Women's Equity	--	5	--	
Points for black person with Disability	--	2.5	--	
Points for 51% owned Youth firm	--	5	--	
Points for Locality (Contractors domiciled in the North West Province)	--	2.5	--	
Form not completed or submitted	--	0	--	

NOTE:

The tenderer must submit a CSD number, CIPC documents indicating share ownership or directorship of the company or a comprehensive CSD report which must indicate the names of the owners, their gender, race, age, whether there is a person living with disability or not and the address of a company (first address on CSD), in order to claim the preferential procurement points.

In the case of a Joint Venture, the first table on Paragraph 8 in the preference points claim form (Table 1) must be completed by all partners of the JV. The second table (Table 2) must be completed with information related to HDI ownership in the JV, the last column will then be used for purposes of claiming points above.

PHASE FOUR: OBJECTIVE CRITERIA AND RISK ANALYSIS

1. The Employer reserves the right not to appoint the highest point scorer, when any of the objective criterions are taken into consideration:

   When the tenderer has any of the following:

   a. It has been removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract. If it is a JV, any of the JV partners.
   b. It has completed the project with the Employer after being put on penalties.

	c. It has completed the project after having being issued with Health and Safety non compliances (such as Contravention notices, prohibition notices, fines, site closures); d. It is litigating against the Employer on matters relating to tender processes and such processes have not been concluded by the courts of the country; e. It must be noted that the financial health of the tenderer will be assessed, if deemed necessary, to ensure that the service provider will be able to operate as per required deliverable. It may be overlooked if the Employer is not satisfied that the tenderer will be able to deliver to the tenders of the contract; f. The tenderer has unduly high or unduly low tendered rates in the tender offer. In this regard, and a financial risk analysis has been performed to verify whether the costs are reasonable and balanced. g. In terms of unduly high tendered amounts in the tender offer, negotiation process as outlined in Regulation 24 of the MFMA Regulations will apply. 2. This tender will be considered as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances), failure to do so will increase the commercial risk of the tender and may lead to elimination or passing over of the tenderer. Tenders may be disqualified if tendered rates are found to be distorted. The market average of received bid prices excluding Outliers, as well as the Moretele Local Municipality estimate will be used as a guide to indicate financial risk.
C.3.11.9	All proposals will be evaluated in terms of functionality with a maximum of 100 functionality points. All proposals meeting minimum scores of **70 points** will be considered for the next final evaluation stage whereby proposals will be evaluated in terms of Price and Preference. The score for functionality will be calculated using the following formula: $W_Q = W_2 \times \frac{S_o}{M_S}$ Where: W_2 = is the percentage score given for quality and equals **100** S_O = is the maximum possible score for quality allocated to the submission under consideration M_S = is the maximum possible score for quality in respect to the submission The quality will comprise scores for the following, based on criteria indicated in the respective tender returnable schedules:

Evaluation Criteria		Scoring System	Maximum Score	Tenderer Score
1.	The tenderer shall attach evidence of implemented traceable projects. The experience of the Tenderer or joint venture partners in a consortium will be evaluated on the basis of experience in similar projects or similar areas and conditions in relation to the scope of work required for this project. 1. Tenderers to provide appointment letters, and 2. Correlating completion certificates 3. Signed and stamped reference letters on a template provided by Moretele Local Municipality. Refer to "Form G" in T2.2. 4. Complete project experience. Refer to "Form F" in T2.2. **Note:** Completed reference forms shall be verified with the employer/client. **Failure to submit the above will result in forfeiture of all points for that particular project.**			

Quality criteria	Sub criteria	Scoring System		Maximum number of points
Approach paper which respond to the proposed scope of work and outlines methodology and work plan to complete the project.	Technical Approach and methodology	**Clear understanding of the proposed scope of work and outlines the approach**		20
	Programme of Action	**Workplan –** illustrating the project baseline and milestones in which the project will be measured.		10
		Six month or below	10	
		Above six months	5	
Professional service provider experience with respect to specific aspects of the proposal	General qualifications and Competency	**Adequacy, Qualification and Experience of Project Key Staff:**		40
		Project Leader: BSc/BTech in Architecture and registered as PrArch or PrSArchT with over 5 years' experience in similar projects	15	
		Project Engineer BSc/BTech in Civil Engineering and registered as PrEng or PrTechEng with over 5 years' experience in similar projects	10	
		Contract Manager BSc/BTech in Civil Engineering or Quantity Survey or Project Management with over 5 years' experience in similar projects	5	
		Site Agent NDipEng/ BSc/BTech in Civil Engineering or Building or Quantity with over 5 years' experience in similar projects	5	
		OHS Officer registered with SACPCMP as CHSO, has Diploma or SAMTRAC or NQF level 5, and 5 or with over 5 years' experience in similar projects	5	
	Company/ Entity's work experience in similar projects	**Similar Tender Experience**		30
		Above 5 building projects with a value of 5 million or more	30	
		4 to 5 building projects with a value of 5 million or more	15	
		1 to 3 building projects with a value of 5 million or more	10	
		No building projects	0	
Minimum possible score for quality				**100**

TOTAL EVALUATION POINTS SCORE FOR QUALITY, TENDERERS WITH A SCORE OF LESS THAN 70% WILL BE REJECTED AS NON-RESPONSIVE

SPECIFIED GOALS ALLOCATION TABLE

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDIs (Who had no franchise on national elections before the 1983 and 1993 constitution)	--	5	--	
Points for 51% Women's Equity	--	5	--	
Points for black person with Disability	--	2.5	--	
Points for 51% owned Youth firm	--	5	--	
Points for Locality (Contractors domiciled in the North West Province)	--	2.5	--	
Form not completed or submitted	--	0	--	

A more detailed explanation of the quality criteria is given below:

Experience of the Firm/ Company

Tenderers must complete Part T2.2, Returnable Schedules, which is a list all relevant or comparable municipal infrastructure projects (the design and construction) that have been successfully completed in the past five years, or that are underway at present.

Note: Where the entity tendering is a joint venture a score for track record will be awarded to each party to the joint venture, which will then be combined in proportion to the percentage contribution of each party to the joint venture.

Adequacy of the Proposed Work Plan and Methodology:

A proposed work plan must be provided with the tender submission, attached to Part T2.2: Returnable Schedules, which must be of sufficient detail (but preferably not more than 10 pages in length) to indicate that the project brief has been understood. That is, tenderers must show that they have appreciated that the nature of the problem, and indicate the approach and methodology that they intend following in order to reach the required outcome.

Expertise of key personnel

As the work required in terms of this tender is considered to be of a low to moderate technical complexity, but nevertheless requires an appropriate level of expertise. It is essential that suitably qualified and experienced personnel be assigned to this project. Besides the minimum requirements specified in the eligibility criteria, it would be advantageous if the key personnel can demonstrate recent experience related to similar projects, namely the designs, compilation of tender documentation, and construction supervision & administration of municipal building infrastructure in the township/ rural and urban context.

Aside from submitting a general CV for each of the key personnel (required in terms of clause F.2.1.3) tenderers must submit a statement for each of the key personnel which

	highlights any particular fields of specialisation and experience that is relevant to this particular project. The professional registration numbers of these individuals must be provided, if applicable. These statements must be appended to Part T2.2: Returnable Schedules, based on points will be awarded to the tenderer in question. Tenderers must also indicate what resources (Human) they have available and intend allocating to this project, and on what basis (that is, for what aspect of the work, and whether full or part time), if successful. This will include the key personnel, plus others (for example, a tender documentation specialist, construction staff, site monitoring staff). **Proposed Logistical Outlay:** Other resources, for example, would be the plant and equipment required for construction, type of software package intended for use on this project, whether or not it is owned, leased or licensed to the tenderer, or whether it is available through some other means. An intended resource allocation schedule must be appended to Part T2.2: Returnable schedules. Tenderers should note that, during the course of any contract arising from this tender, any of the personnel listed at tender stage may only be replaced with personnel of similar qualification and experience, subject to the approval of the employer.
C.3.13.1	The legal requirements for acceptance of the tender offer are: a. **Tender Defaulters Register** - the Tenderer or any of its principals is not listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. b. **Abuse of the SCM System** - the Tenderer has not abused the Employer's Supply Chain Management System and has not been given a written notice to the effect that he has failed to perform on any previous contract. c. **Declaration** - the Tenderer has indicated and declared whether or not a spouse, child or parent of the Tenderer is in the service of the State. d. **Fraud and Corruption** - the Employer is satisfied that the Tenderer or any of his principals have not influenced the tender offer and acceptance by the following criteria: (i) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining of this Contract; (ii) having acted in a fraudulent or corrupt manner in obtaining this Contract; (iii) having approached an officer or employee of the Employer or the Employer's Agent with the object of influencing the award of a Contract in the Tenderer's favour; (iv) having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party; (v) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender. The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.
C.3.18	The number of paper copies of the signed contract to be provided by the Employer is **one (1)**.

MORETELE LOCAL MUNICIPALITY

TENDER REF NO.: MLM/CH/W23/26-27

INVITATION FOR PROPOSALS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES AND CONSTRUCTION OF WARD 23 COMMUNITY HALL (TURNKEY CONTRACT).

Part T2: Returnable Documents

Pages

T2.1 List of Returnable Documents..... T23

T2.2 Returnable Schedules..... T23

T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

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

T2.2 RETURNABLE SCHEDULES REQUIRED FOR TENDER RESPONSIVENESS AND FOR TENDER EVALUATION PURPOSES

A	Certificate of Attendance at Clarification Meeting
B	Record of Addenda to Tender Documents
C	Certificate of Authority (On Company Letterhead)
D	Compulsory Enterprise Questionnaire
E	Plant and Equipment
F	Experience of Tenderer (Schedule of Work Satisfactorily Carried out by Tenderer)
G	Evaluation Schedule: Experience on Previous Project References)
H	Proposed Subcontractors
I	Key Personnel (Schedule)
J	Deviations and Qualifications
K	Contractor's Health and Safety Declaration
L	Tenderer’s BEE Verification Certificate
M	Schedule of Alternative Tenders
N	Tender’s Participation in Job Creation Using Local Labour
O	Tenderer’s Banking Details and Rating
P	Municipal Account for The Business and Directors Not Owing for More Than 90 Days or Municipal Account from Private Provider or Statement of Account from Landlord with Valid Lease Agreement.
Q	CIDB Registration Certificate
R	Proof of Registration of Bidder and Certified ID Copies of Owners/Directors/Shareholders
S	CSD Summary Report
T	Relevant Letter of Good Standing with the Compensation for Occupational Injuries and Diseases
U	MBD 4: Declaration of Interest
V	MBD 5: Declaration for Procurement Above R10 Million (VAT Included) – **Not Applicable**
W	MBD 6.1 Preference Points Claim Form in Terms of The Preferential Procurement
X	MBD 7.2: Contract Form – Rendering Services
Y	MBD 8: Declaration of Bidder’s Past Supply Chain Management Practices
Z	MBD 9: Certificate of Independent Bid Determination
AA	Professional Indemnity Insurance
BB	Proposed Work Plan

NOTE: The Tenderer is required to complete each and every schedule and form listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer may lead to rejection on the grounds that the tender is not responsive.

T2.3 SUMMARISED DOCUMENTS REQUIRED FOR TENDER RESPONSIVENESS (Mandatory)

1. Municipal account for the business and directors not in arrears for more than 90 days or municipal account from a private provider or statement of account from the landlord with the valid lease agreement.
2. Professional Registration with ECSA and SACAP
3. Company registration certificate
4. Valid CIDB Registration confirmation
5. Completed and signed Form of Offer and Acceptance
6. Certified ID Copies of Owners and Directors/Shareholders
7. All pages signed, initialled, and completed.
8. Compliant CSD summary report
9. Authority for Signatory on company letterhead
10. Relevant letter of Good Standing with the Compensation for Occupational Injuries and Diseases
11. Proof of purchase of the tender document
12. Joint venture (JV) agreement if applicable
13. Compulsory Enterprise questionnaires (MBD Forms)
14. Compulsory briefing certificate
15. Letter of intent from a registered financial institution showing full details as guarantor in the amount of 10% as specified for surety purposes.
16. Professional Indemnity Insurance.

NB. Failure to adhere to the above conditions will lead to automatic disqualification.

A. CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that *(Tenderer)* .....

of (*address)* .....

.....

was represented by the person(s) named below at the compulsory clarification meeting held for all Tenderers **Moretele Local Municipality, 4065 B, Mathibestad, Makapanstad 0404. (Refer to the Clarification Meeting Venue Plan in Section T1.1)**

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

Particulars of the person attending the meeting:

Name: .....……..... Signature: .....….....

Capacity: .....

Attendance of the above person at the meeting is confirmed by the Employer, namely:

Name: .....……...…….....…..... Signature: .....

Capacity: .....……... Date and Time: .....…….....

Municipal Stamp

B. RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Please attach all Addenda to this page

SIGNATURE: .....…….. DATE: ….....

(Of person authorised to sign on behalf of the Tenderer)

C. CERTIFICATE OF AUTHORITY

The Tenderer must indicate the enterprise status by ticking the appropriate box hereunder.

(I) SOLE PROPRIETOR	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) COMPANY	(V) JOINT VENTURE

The Tenderer must complete the relevant certificate/s set out hereafter or must provide a certificate authorising the signatory on behalf of the enterprise(s).

(I) CERTIFICATE FOR SOLE PROPRIETOR

I....., hereby confirm that I am the sole owner of the

business trading as:……..……...

Specimen Signature of Sole Owner: .....

Date: .....

(II) CERTIFICATE FOR CLOSE CORPORATION

I / We, the undersigned, being the key members in the business trading as..... ..... Hereby authorise Mr/Ms....., acting in the capacity of....., to sign all documents in connection with the tender for Contract No.....and any contract resulting from it on our behalf.

Signatures of Members:

NAME	ADDRESS	SIGNATURE	DATE

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

Specimen Signature of Signatory: .....

Date: .....

(III) CERTIFICATE FOR PARTNERSHIP

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

.....

hereby authorise Mr/Ms ….....……

acting in the capacity of..... , to sign all documents in connection with the

tender for Contract No.....and any contract resulting from it on

our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

Specimen Signature of Signatory: .....

Date: .....

(IV) CERTIFICATE FOR COMPANY

I..... , chairperson of the Board of Directors

of..... , hereby confirm that by resolution of the Board

(copy attached) taken on .....……..... 20.....,

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

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

Signature of Chairman: .....

Specimen Signature of Signatory: .....

Date: .....

(V) CERTIFICATE FOR JOINT VENTURE

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

Mr/Ms……..…authorized signatory of the company,……

acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract No MLM/CH/W23/26-27

….....and any contract resulting from it, on our behalf.

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

NAME OF FIRM	***ADDRESS***	**AUTHORIZING SIGNATURE NAME AND CAPACITY**
Lead Partner		

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

D. COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished:

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: CSD number:

Section 5: Particulars of sole proprietors and partners in partnerships:

Name*	Identity number*	Personal income tax number*

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

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tenderrequirement.

Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tenderrequirement.

Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tenderrequirement.

Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tenderrequirement.

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

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

Signed		Date	
Name		Position	
Enterprise Name			

E. PLANT AND EQUIPMENT

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

(a) Details of major plant and equipment owned by me / us and immediately available for this contract:

DESCRIPTION *(type, size, capacity, etc.)*	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

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

DESCRIPTION *(type, size, capacity, etc.)*	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

(c.) Details of software packages that are available for use on this project and whether or not they are currently owned/licensed by the tenderer,

SOFTWARE PACKAGE/S AVAILABLE FOR USE		
NAME OF PACKAGE	DESCRIPTION	CURRENTLY OWNED/ LICENCED

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

SIGNATURE: .....……..... DATE: .....

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

(d.) EXPERIENCE OF TENDERER

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

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

Attach additional pages if more space is required

SIGNATURE: ....……..   DATE: ....

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

Employer	Witness 1	Witness 2	Broker	Witness 1	Witness 2

(e.) EVALUATION SCHEDULE: EXPERIENCE ON PREVIOUS PROJECT REFERENCES

FORM 1. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 1: ……

Type of Project, e.g.: (building government infrastructure, i.e. schools, offices, community halls, clinics, recreational parks, etc)

Name of Client:……...

Name of the Contractor: ……

Tender Amount (VAT included) ……

Name of Project and Description: ……

Contract Duration: ……..

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

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

Client Contact Person: ……..…… Telephone: ……

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:…… Date:…….

CLIENT STAMP

FORM 2. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 2: ……..

Type of Project, e.g.: (building government infrastructure, i.e. schools, offices, community halls, clinics, recreational parks, etc)

Name of Client:……....

Name of the Contractor: ……

Tender Amount (VAT included) ……

Name of Project and Description: ……

Contract Duration: ……..

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

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

Client Contact Person: ……..…… Telephone: ……

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:…… Date:……

CLIENT STAMP

FORM 3. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 3: ……

Type of Project, e.g.: (building government infrastructure, i.e. schools, offices, community halls, clinics, recreational parks, etc)

Name of Client:……....

Name of the Contractor: ……

Tender Amount (VAT included) ……

Name of Project and Description: ……

Contract Duration: ……..

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

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

Client Contact Person: ……..…… Telephone: ……

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:…… Date:……

CLIENT STAMP

FORM 4. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 4: ……..

Type of Project, e.g.: (building government infrastructure, i.e. schools, offices, community halls, clinics, recreational parks, etc)

Name of Client:……....

Name of the Contractor: ……

Tender Amount (VAT included) ……

Name of Project and Description: ……

Contract Duration: ……..

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

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

Client Contact Person: ……..…… Telephone: ……

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:…… Date:……

CLIENT STAMP

FORM 5. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 5: ……

Type of Project, e.g.: (building government infrastructure, i.e. schools, offices, community halls, clinics, recreational parks, etc)

Name of Client:……....

Name of the Contractor: ……

Tender Amount (VAT included) ……

Name of Project and Description: ……

Contract Duration: ……..

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

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

Client Contact Person: ……..…… Telephone: ……

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:…… Date:……

CLIENT STAMP

FORM 6. EXPERIENCE ON PREVIOUS PROJECT REFERENCES: FOR RECOMMENDATION PURPOSES

The following is to be completed by the Client and are to be supported in each case accompanied by a (i) Signed Appointment Letter; (ii) Completion Certificate (iii) Signed and Stamped Reference (in the form issued to the tenderer)

PROJECT NAME 6: ……..

Type of Project, e.g.: (building government infrastructure, i.e. schools, offices, community halls, clinics, recreational parks, etc)

Name of Client:……....

Name of the Contractor: ……

Tender Amount (VAT included) ……

Name of Project and Description: ……

Contract Duration: ……..

RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Fair	3	
Poor	2	
Not Acceptable	0	

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

Client Contact Person: ……..…… Telephone: ……

I hereby declare that to the best of my knowledge, the information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Client Signature:…… Date:……

CLIENT STAMP

(f.) PROPOSED SUBCONTRACTORS

I/We hereby notify you that it is my/our intention to employ the following subcontractors for work under this contract. If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with the requirements of the contract for such appointments.

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of or all of the subcontractors not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the Employer.

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	PREVIOUS EXPERIENCE WITH SUBCONTRACTOR

Attach additional pages if more space is required

SIGNATURE: ……………………………………….. DATE: ……………………………

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

Employer	Witness 1	Witness 2	Broker	Witness 1	Witness 2

I. KEY PERSONNEL

The tenderer is referred to the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or a specialist consultant/firm, in order for the tenderer to be eligible to submit a tender for this project. The Curriculum Vitae of each individual must be appended to this schedule. The service provider shall also attach all relevant certificates to assist with evaluation. i.e. Degrees Certificate, Council registration, etc.

The Tenderer shall attach the curriculum vitae of the listed key personnel to the next page.

PROJECT LEADER ("THE ARCHITECT")				
NAME	**JOB TITLE**	**QUALIFICATIONS**	**SACAP REGISTRATION NO.**	**NO. OF YEARS SPECIFIED EXPERIENCE**
PROJECT ENGINEER/TECHNOLOGIST ("THE ENGINEER")				
NAME	**JOB TITLE**	**QUALIFICATIONS**	**ECSA REGISTRATION NO.**	**NO. OF YEARS SPECIFIED EXPERIENCE**
CONTRACT MANAGER OR RESIDENT ENGINEER (RE)				
NAME	**JOB TITLE**	**QUALIFICATIONS**	**ECSA REGISTRATION NO.**	**NO. OF YEARS SPECIFIED EXPERIENCE**
SITE AGENT				
NAME	**JOB TITLE**	**QUALIFICATIONS**	**ECSA REGISTRATION NO.**	**NO. OF YEARS SPECIFIED EXPERIENCE**
SAFETY OFFICER (CHSO)				
NAME	**JOB TITLE**	**QUALIFICATIONS**	**SACPCMP REGISTRATION NO.**	**NO. OF YEARS SPECIFIED EXPERIENCE**

Attach additional pages if more space is required

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

CURRICULUM VITAE OF KEY PERSONNEL

[Curriculum Vitae of key personnel to be attached]

Name:	**Date of birth:**
Profession:	**Nationality:**
Qualifications:	
Professional Registration Number (If applicable):	
Name of Employer (Enterprise):	
Current Position:	**Number of Years with Enterprise:**
Employment Record:	
Experience Record Pertinent to Construction Industry:	

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

J. DEVIATIONS AND QUALIFICATIONS

Should the Tenderer wish to make any deviation from or any qualification to the Special Conditions of Contract, Specifications, Schedule of Quantities, or Drawings, or should he wish to qualify the tender in any way, he shall indicate the proposals clearly hereunder or alternatively on photocopies of the original tender documentation which shall be attached to this page.

SECTION	PAGE	DEVIATION OR QUALIFICATION, INCLUDING REFERENCE CLAUSE OR ITEM NUMBER

Attach additional pages if more space is required

SIGNATURE: .....…….. DATE: ….....

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

K. CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 5(1)(h) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

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

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.

2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.

3. I propose to achieve compliance with the Regulations by one of the following:

   (a) From my own competent resources as detailed in 4(a) hereafter:..... ***Yes / No**

   (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter:.....***Yes / No**

   (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter:..... ***Yes / No**

   (* = *delete whatever is not applicable*)

4. Details of resources I propose:

   <u>Note:</u> Competent resources shall include safety personnel such as the construction manager, construction health and safety officer and construction supervisor as defined in Regulation 8, and competent persons as defined in the OHSA 1993 Construction Regulations 2014, as applicable to this contract.

   (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

(b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

(i) By whom will training be provided? .....

(ii) When will training be undertaken? .....

(iii) List the positions to be filled by persons to be trained or hired: .....

.....

.....

(c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor: .....

Qualifications or details of competency of the subcontractor: .....

.....

.....

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable, sufficiently documented and coherent site specific Health and Safety Plan in accordance with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Employer.

6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Health and Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.

7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.

8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014 and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: ..... DATE: .....….....

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

L. TENDERER'S BEE VERIFICATION CERTIFICATE

Notes to tenderer:

1. The tenderer shall attach to this form a valid original or original certified copy of the BBBEE verification certificate issued by SANAS in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 subject to such certificate having been issued before 17 February 2016, alternatively submit the B-BBEE verification certificate issued in accordance with the revised Notice of Clarification published in Notice 444 of 2015 of Government Gazette No.38799 on 15 May 2015 by the Department of Trade and Industry.

2. A Sworn Affidavit signed and stamped by commissioner of oath

3. In the event of a joint venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be attached.

4. The attached verification certificate and the associated assessment report shall identify:

   a. The name and domicilium citandi et executandi of the tenderer.
   b. The registration and VAT number of the tenderer.
   c. The dates of granting of the B-BBEE score and the period of validity.
   d. The expiry date of the verification certificate.
   e. A unique identification number.
   f. The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.
   g. The name and/or mark/logo of the B-BBEE verification agency or registered auditor.
   h. The category (Generic, QSE, Exempt) in which the tenderer has been measured.
   i. The B-BBEE status level.
   j. The South African National Accreditation System (SANAS) or Independent Regulatory Board of Auditors (IRBA) logo on the verification certificate once verification agencies have been accredited.
   k. The B-BBEE procurement recognition level.
   l. The score achieved per B-BBEE element.
   m. The % black shareholding.
   n. The % black women shareholding.
   o. The % black persons with disabilities
   p. The value added status of the tenderer.

5. The Employer will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency's standard certificate format

   The tenderer, at its own cost, must acquire any missing specified data listed in 3 above from its selected verification agency or registered auditor and have it recorded on the certificate. Alternatively, such missing data must be supplied separately, but certified as correct by the same verification agency or registered auditor and also attached to this form. Failure to abide by this requirement will result in such tenderer scoring zero preference.

M. SCHEDULE OF ALTERNATIVE TENDERS

An alternative offer or design will be considered only if the tender for the original items has been fully priced and completed.

Such alternative offers shall be described, measured and priced in sufficient detail to enable the Employer to evaluate the alternative. The Tenderer shall set out the proposal clearly hereunder or alternatively on photocopies of the original tender documentation which shall be attached to this page.

SECTION	PAGE	ALTERNATIVE OFFER, INCLUDING REFERENCE CLAUSE OR ITEM NUMBER

SIGNATURE: ..... DATE: ...….....

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

N. TENDERER'S PARTICIPATION IN JOB CREATION USING LOCAL LABOUR

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour, recruited through a process as agreed with Moretele Local Municipality Project Manager, from within the local community in the vicinity of the project.

The creation of one job shall mean the employment, for any period of time, of one unskilled labourer from the local community who is a South African Citizen with his/her own unique South African identity document. Proof of citizenship may be audited during the contract period.

The Tenderer shall note the requirements for Job Creation Reporting for EPWP as set out by Government. Requirements of the Expanded Public Works Programme (EPWP) of the project specifications.

The minimum number of jobs to be created using local unskilled labour shall be as set out in the table below.

In order for an offer to be considered responsive, the Tenderer shall complete the table below by indicating the minimum number of jobs that he/she intends to create in terms of job creation participation during the contract period, and this number shall not be less than the minimum stated in the table.

TENDERER'S DECLARATION WITH RESPECT TO PARTICIPATION IN JOB CREATION USING LOCAL LABOUR:

I/We hereby tender to participate in job creation through the employment of local labour by creating the following number of jobs using unskilled labour recruited from the local community:

Labour category	**Minimum number of jobs to be created**	**Tenderer's number of jobs to be created**
Unskilled labour	10	

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, confirms that he/she understands the conditions for such participation and confirms that the tender satisfies the conditions for participation in job creation through the employment of local labour.

Name: .....

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

SIGNATURE: ..... DATE: .....

(Of person authorised to sign on behalf of the Tenderer)

O. TENDERER'S BANKING DETAILS

The tenderer shall attach to this form a letter from the bank at which he declares he conducts his account. The contents of the bank's letter shall include the information requested in (a) to (e) below, and shall in addition state the credit rating that the bank accords the tenderer for the business envisaged by this tender. Failure to provide the required letter with the tender submission may render the tenderer's offer unresponsive in terms of subclause F.3.8 of the Conditions of Tender.

In addition to attaching the aforementioned letter from the bank, the tenderer shall also on this Form complete the banking details required in (a) to (e) below.

In the event that the tenderer is a joint venture enterprise, details for all the members of the joint venture shall similarly be provided and attached to this Form.

BANK NAME:	
ACCOUNT NAME: (e.g. ABC Civil Construction cc)	
ACCOUNT TYPE: *(e.g. Savings, Cheque etc)*	
ACCOUNT NO:	
ADDRESS OF BANK:	
BANK CONTACT PERSON:	
TEL. NO. OF BANK / CONTACT:	
How long has this account been in existence:	0-6 months ☐ 7-12 months ☐ 13-24 months ☐ More than 24 months ☐ (Tick which is appropriate)

SIGNATURE: ..... DATE: ....…....

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

P. MUNICIPAL ACCOUNT FOR THE BUSINESS AND DIRECTOR (S) NOT OWING FOR MORE THAN 90 DAYS OR MUNICIPAL ACCOUNT OF FROM PRIVATE PROVIDER OR STATEMENT OF ACCOUNT FROM THE LANDLORDS WITH VALID LEASE AGREEMENT

Submit the following:

1. Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Entity / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up-to-date municipal account cannot be submitted/ statement of account from the landlords with a valid lease agreement.

2. Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears for the Director (s) or Member (s) / Proof that acknowledgements or arrangements have been made to settle arrears / Affidavit stating why an up-to-date municipal account cannot be submitted/ statement of account from the landlords with a valid lease agreement.

Q. CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

The tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. (www.cidb.org.za). Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration. In the case of a Joint Venture, a printed copy of the Active Contractor's Listing must be provided for each member of the Joint Venture. The cidb Joint Venture Calculator must be used to determine the grading of a Joint Venture.

Name of Contractor: .....

Contractor Grading Designation: .....

CIDB Contractor Registration Number: .....

Expiry Date: .....

R. PROOF OF REGISTRATION OF THE BIDDER

- Natural persons - certified copy of ID document/ passport
- Partnership - a copy of Partnership Agreement plus IDs of all partners
- Company- certified CM29
- Company - certified CM29 and certified copy of ID document/ passport
- Close Corporation- Certified copy of CK1 and/or CK2C and certified copy of ID document/ passport
- Trust- letter of appointment from the Master of the High Court of SA and deed of trust
- JV/Consortium- JV/Consortium Agreement plus CIPC and/or certified copies of ID documents of all JV/Consortium partners

S. CSD SUMMARY REPORT

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. (www.treasury.gov.za). Tenderers who are not registered on the Central Supplier Database should attach proof of their application for registration (refer to Tender Data). In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Service Provider: .....

Central Supplier Database Supplier Number: .....

• Affix Proof of the National Treasury Central Supplier Database to this page
• (Full CSD required, not summary)

T. RELEVANT LETTER OF GOOD STANDING WITH THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES

Notes to tenderer:

1. Discovery that the tenderer has failed to make proper disclosure may result in the Moretele Local Municipality terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.

2. The tenderer shall attach to this Form evidence that he is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act 1993 (COID) (Act 130 of 1993).

3. The Nature of Business in the COIDA Letter of Good Standing should be relevant to civil construction works.

U. MBD 4: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full Name of bidder or his or her representative:……..

3.2 Identity Number: …….

3.3 Position occupied in the Company (director, trustee, hareholder[2]):……..

3.4 Company Registration Number: …….

3.5 Tax Reference Number:……

3.6 VAT Registration Number: ……

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

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

3.8.1 If yes, furnish particulars. ……

……..

[1]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.

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

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

3.9.1 If yes, furnish particulars.……...……..
…….

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

3.10.1 If yes, furnish particulars.
……
……

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

3.11.1 If yes, furnish particulars
……
…….....

3.

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.
…….
…….

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

3.13.1 If yes, furnish particulars.
…….
…….

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:
……..
……..

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

Full Name	Identity Number	State Employee Number

....
Signature Date

..... ……
Name of Bidder Capacity of Signatory

V. MBD5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

1. Are you by law required to prepare annual financial statements for auditing?

YES/NO

If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

……

……

2. Do you have any outstanding undisputed commitments for Municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?

YES / NO

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provider particulars.

……

……

……

……

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

YES / NO

3.1 If yes, furnish particulars

……

……

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

YES / NO

4.1 If yes, furnish the particulars

……

……

SIGNATURE: ..... DATE: ....…….....

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

NOT APPLICABLE

W. MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**

a) The applicable preference point system for this tender is the 80/20 preference point system.

b) Either the 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific gals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable

taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 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**

$$= \left(1 - \frac{Pt - Pmin}{Pmin}\right) \quad \text{or} \quad = \left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

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

$$= \left(1 + \frac{Pt - Pmax}{Pmax}\right) \quad \text{or} \quad = \left(1 + \frac{Pt - Pmax}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/

documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be complete d by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDIs (Who had no franchise on national elections before the 1983 and 1993 constitution)	--	5	--	
Points for 51% Women's Equity	--	5	--	
Points for black person with Disability	--	2.5	--	
Points for 51% owned Youth firm	--	5	--	
Points for Locality (Contractors domiciled in the North West Province)	--	2.5	--	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company

□ (Pty) Limited
□ Non-Profit Company
□ State Owned Company
[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

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

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

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

……..
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: …….
DATE: ……
ADDRESS: ……
……
……
……

X. 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 **Moretele Local Municipality** in accordance with the requirements and task directives/proposals specifications stipulated in **Bid Number MLM/CH/W23/26-27** at the price/s quoted. My offer/s remain 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 …….

DATE …….

WITNESSES

1 ……..…….

2 ……..…….

DATE: ……..

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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 authorized to sign this contract.

SIGNED AT ……ON……..

NAME (PRINT) …….

SIGNATURE ……

OFFICIAL STAMP

WITNESSES

1 …..…….

2 …..…….

DATE: ……..

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

Z. MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (MBD) must form part of all bids[1] 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. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that 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:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying tender:

MLM/CH/W23/26-27
INVITATION FOR PROPOSALS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES AND CONSTRUCTION OF WARD 23 COMMUNITY HALL (TURNKEY CONTRACT)

……
(Tender Number and Description)

in response to the invitation for the tender made by:

Moretele Local Municipality

……
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 Tenderer)

I have read and I understand the contents of this Certificate;
I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of and to sign the tender, on behalf of the tenderer.

For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:
(a) has been requested to submit a tender in response to this tender invitation;
(b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
(c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.

The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.
In particular, without limiting the generality of the preceding paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
(a) prices;
(b) geographical area where the products or services will be rendered (market allocation);
(c) methods, factors or formulas used to calculate prices;
(d) the intention or decision to submit or not submit a tender;
(e) the submission of a tender which does not meet the specifications and conditions of the tender; or
(f) tendering with the intention not to win the tender.

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

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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 such tenderers 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

..... ……
Full name of Signatory Capacity of Signatory

AA. PROPOSED WORK PLAN

The tenderer shall append their proposed work plan to this Schedule.

It should be noted that while a programme may form part of the required work plan, more than a programme is expected in response to this requirement. The work plan must indicate the approach and methodology that the tenderer intends following in order to reach the required outcomes. The work plan must show that the tenderer has appreciated the Scope of Work, and has good insight as to what actions or activities are required in order to comply with the Employer's objectives. The proposed work plan is an important document based upon which score points for quality will be awarded. Tenderers should however endeavor to keep their submissions in this regard to a maximum of 10 pages.

BB. PROFESSIONAL INDEMNITY INSURANCE

The tenderer is referred to the Tender Data and shall state below details of the professional indemnity insurance held by the tenderer. Where the tenderer is a joint venture, each party to the joint venture must submit details of their professional indemnity insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract, must be appended to this schedule.

PROFESSIONAL INDEMNITY INSURANCE		
NAME OF INSURED	**NAME OF INSURER**	**LIMIT OF INDEMNITY IRO EACH CLAIM**

PART 2
CONTRACT

MORETELE LOCAL MUNICIPALITY

Tender No. MLM/CH/W23/26-27

THE INVITATION FOR PROPOSALS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES AND CONSTRUCTION OF WARD 23 COMMUNITY HALL (TURNKEY CONTRACT)

Part C1: Agreements and Contract Data

Pages

C1.1 Form of Offer and Acceptance..... C1

C1.2 Contract Data.....C8

C1.3 Occupational Health and Safety Agreement.....C21

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

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

Tender No. MLM/CH/W23/26-27: THE INVITATION FOR PROPOSALS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES AND CONSTRUCTION OF WARD 23 COMMUNITY HALL (TURNKEY CONTRACT)

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

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

The offered total of the prices inclusive of Value Added Tax is:

Amount in Words.....

……..…

…….

R..... (*in figures*)

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

Signature: *(of person authorised to sign the tender)*: .....

Name: (*of signatory in capitals)*: .....

Capacity: (*of Signatory*): .....

Name of Tenderer: (*organisation*): .....

Address: …….....

.....

Telephone number: …… Fax number: .....

Witness:

Signature: .....

Name: *(in capitals):* .....

Date: .....

[Failure of a Tenderer to sign this form will invalidate the tender]

B. ACCEPTANCE

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

The terms of the contract are contained in

Part 1 Agreements and Contract Data (which includes this Agreement)
Part 2 Pricing Data, including the Schedule of Quantities
Part 3 Scope of Work
Part 4 Site Information

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

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

The Tenderer shall deliver the Guarantee in terms of Clause 6.2.1 of the General Conditions of Contract 2015 within the period stated in the Contract Data, and he shall, immediately 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 other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Service Provider) within five 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: ....

Name: *(in capitals)* ....

Capacity: ....

Name of Employer *(organisation)* ....

Address: ....

.....

Witness: Signature: ..... **Name:** .....

Date: .....

C. SCHEDULE OF DEVIATIONS

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

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreement reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreement and recorded here shall also be incorporated into the final draft of the Contract.

1. Subject: .....

Details: .....

.....

2. Subject: .....

Details: .....

.....

3. Subject: .....

Details: .....

.....

4. Subject: .....

Details: .....

.....

5. Subject: .....

Details: .....

.....

6. Subject: .....

Details: .....

.....

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

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

D. FOR THE TENDERER:

Signature: .....

Name: ....

Capacity: ....

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

.....

Witness:

Signature: .....

Name: .....

Date: .....

FOR THE EMPLOYER:

Signature: .....

Name: ....

Capacity: ....

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

.....

Witness:

Signature: .....

Name: .....

Date: .....

E. CONFIRMATION OF RECEIPT

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

the.....(day)

of ……. (month)

20……. (year)

at ……. (place)

FOR THE SERVICE PROVIDER:

Signature: ……

Name: ……

Capacity: ……

SIGNATURE AND NAME OF WITNESS:

Signature: ……

Name: ……

MORETELE LOCAL MUNICIPALITY

Tender No. MLM/CH/W23/26-27

THE INVITATION FOR PROPOSALS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES AND CONSTRUCTION OF WARD 23 COMMUNITY HALL (TURNKEY CONTRACT)

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works, Third Edition, 2015", issued by the South African Institution of Civil Engineering (abbreviated title: "GCC 2015").

It is agreed that the only variations from the GCC 2015 are those set out hereafter under "C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT".

C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT

C1.2.1.2.1 GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the GCC 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions of Contract hereafter are numbered "SCC" followed in each case by the number of the applicable clause or subclause in the GCC 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the GCC 2015, and an appropriate heading.

C1.2.1.2.2 AMENDMENTS TO THE GCC 2015

SCC 1.1 Definitions

Add the following to the end of subclause 1.1:

"1.1.1.35 "Target Enterprise" means an enterprise as defined in Part E: Small Service Provider Development of section C3.3 Particular Specifications in Part C3: Scope of works."

SCC 4.1.1 Extent of Service Provider's obligations

Add the following new paragraph to the end of subclause 4.1.1:

"If the Service Provider fails to achieve the monetary value of the target set by the Employer for contract participation by Targeted Enterprise in terms of Part E: Small Service Provider Development of Section C3.3 Particular Specifications in Part C3: Scope of Works, the Service Provider shall be liable to the employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope of Works as a penalty for such underachievement."

SCC 6.8.2 Application of Contract Price Adjustment Factor

Add the following to the end of subclause 6.8.2:

"Referring to the "CONTRACT PRICE ADJUSTMENT SCHEDULE" *on page 72 of the GCC 2015, delete the four consecutive paragraphs describing the symbols* "L", "P", "M" and "F" *respectively, and replace them with the following:*

"L" is the "Labour Index" and shall be the Consumer Price Index for the province and applicable area as stated in the Contract Data, and as published in Table 14 of the "Additional tables" of the Statistical release P0141 of Statistics South Africa.

"P" is the "Plant Index" and shall be the Producer Price Index for "Civil engineering plant" as published in Table 4 of the Statistical release P0151 of Statistics South Africa.

"M" is the "Materials Index" and shall be the Producer Price Index for the "Building and construction - Civil engineering" industry as published in Table 3 of the Statistical release P0151 of Statistics South Africa.
"F" is the "Fuel Index" and shall be the Producer Price Index for "Diesel fuel - Coast and Witwatersrand" as published in Table 4 of the Statistical release P0151 of Statistics South Africa."

C1.2.2: CONTRACT DATA (Applicable to this contract)

PART A: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works (2015) 3rd Edition, published by the South African Institution of Civil Engineering, is applicable to this Contract.

The General Conditions of Contract are not bound into this document but are available at the Service Provider's expense. Each party to the contract shall purchase its own copy of the GCC 2015, available from South African Institution of Civil Engineering

Private Bag X200
Halfway House, 1685
South Africa
Tel: 27(0) 11 805 5947 /48 /53

Each item of data below is cross-referenced to the clause in the conditions of the contract to which it applies.

In terms of clause 1.1.1.8 of the General Conditions of Contract for Construction Works (2015) 3rd Edition, published by the South African Institution of Civil Engineering), the following Contact Data apply to this Contract.

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Service Provider.

CONTRACT SPECIFIC DATA

The following contract-specific data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015) are applicable to this Contract:

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
1.	**GENERAL**
Clause 1.1.1.5:	*Replace the contents of Clause 1.1.1.5 with the following:* The "Commencement Date" means the date on which the Service Provider receives written instruction from the Employer to commence with the Works. The instruction to commence with the works will not be issued later than 28 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.
Clause 1.1.1.13:	The Defects Liability Period for the Works shall be 365 days.
Clause 1.1.1.14:	*Add the following to the end of this definition:* This clause shall apply mutatis mutandis to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Service Provider and the Employer, and committed to writing. **The time for achieving Practical Completion is <u>Six (6) months</u> from the Commencement date, including non-working days, and special non-working days.**
Clause 1.1.1.15:	**Name of Employer:** Moretele Local Municipality is represented by: The Municipal Manager
Clause 1.1.1.16:	**Employer's Agent means any Director, Associate or Professional Engineer/ Technologist appointed generally or specifically by the management of the**

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	Employer to fulfil the functions of the Employer's Agent in terms of the Conditions of the Contract.
Clause 1.1.1.26	The Pricing Strategy is Re-measurement Contract
Clause 1.2.1 ;	*Add the following to the clause:* 1.2.1.3 Sent by facsimile, electronic, or any like communication irrespective of it being during office hours or otherwise. 1.2.1.4 Posted to the Service Provider's address and delivered by the postal authorities. 1.2.1.5 Delivered by a courier service and signed for by the recipient or his representative.
Clause 1.2.1.2:	**The address of the Employer is:** Moretele Local Municipality 4065 B, Mathibestad, Makapanstad 0404 Private Bag X 367 Makapanstad 0404
Clause 1.3.6:	*Add the following new Clause:* The copyright in all documents, drawings and records (prepared by the Employer's Agent or the Service Provider) related in any manner to the Works shall vest in the Employer or the Employer's Agent or both (according to the dictates of the Contract that has been entered into by the Employer's Agent and the Employer for the Works), and the Service Provider shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.
Clause 3.1.3:	The Engineer (Employer's Agent) is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties: 3.1.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Service Provider for an extension of time under Clause 5.12 of these conditions. 3.1.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the evaluation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11. 3.1.3.3 The approval of any claim submitted by the Service Provider in terms of Clause 10.1.
4. Clause 4.1.1 as modified by SCC 4.1.1	**SERVICE PROVIDER'S GENERAL OBLIGATIONS** The penalty for failing to achieve the monetary value of the target set by the Employer for contract participation by Targeted Enterprise in terms of Part E: Small Service Provider Development of section C3.3 Particular Specifications in Part C3: Scope of Works, is 10% of the monetary value by which the achieved monetary value falls

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	short of the target monetary value.
Clause 4.1.2:	*Add the following to the clause:* The Service Provider shall provide the following to the Employer for retention by the Employer or his assignee in respect of all works designed by the Service Provider: 4.1.2.1 a Certificate of Stability of the Works signed by a registered Professional Engineer/ Technologist confirming that all such works have been designed in accordance with the appropriate codes of practice. 4.1.2.2 proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s). 4.1.2.3 design calculations should the Employer request a copy thereof. 4.1.2.4 engineering drawings and workshop details (both signed by the relevant professional engineer/ technologist), in order to allow the Employer to compare the design with the specified requirements and to record any comments he may have with respect thereto. 4.1.2.5 “As-Built” drawings in dwg, dgn or dxf electronic format after completion of the Works. The Service Provider shall be responsible for the design of the Temporary Works.
Clause 4.3.3:	*Add the following new clause:* The Service Provider 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 Service Provider’s obligations in terms of the Contract, the Service Provider shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan. The Service Provider shall submit an approved Health and Safety Plan to the Employer’s Agent within 14 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.
Clause 4.3.4:	*Add the following new clause:* **Service Provider’s liability as mandatory** Notwithstanding any actions which the Employer may take, the Service Provider accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract, it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.
Clause 4.3.5:	*Add the following new clause:* **Service Provider to notify Employer** The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Service Provider

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	and/or Sub-Service Provider and/or their employees. The Service Provider shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.
Clause 4.3.6:	*Add the following new clause:* **Service Provider's Designer** The Service Provider and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Service Provider is responsible to design in terms of the Contract.
Clause 4.3.7:	*Add the following new clause:* The Ministerial Determination 4, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour as amended, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.
Clause 4.10.3:	*Add the following new clause:* The Service Provider shall use local labour in accordance with the requirements contained within the Scope of Work.
Clause 5.3.1:	*Add the following:* The Service Provider shall commence executing the Works within 28 days of the Commencement Date. The documents required before commencement with Works execution are: • Health and Safety Plan (Refer to Clause 4.3) • Initial Programme (Refer to Clause 5.6) • A detailed cash flow forecast (Refer to Clause 5.6.2.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6) • Form C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993' to be signed by the Service Provider and the Employer (refer to Clause 4.3 of the GCC 2015 and to paragraph E9. Service Provider's Responsibilities in Part E of C3.3 Particular Specifications in the project specifications).
Clause 5.3.2:	*Add the following:* The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.
Clause 5.4.2:	The access and possession of Site shall not be exclusive to the Service Provider but as set out in the Scope or Works and/or Site information.
Clause 5.6.1:	*Add the following to the clause:* In this regard the Service Provider shall have regard for the phases and sub-phases (if applicable) for the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings.
Clause 5.7.1:	*Delete the last paragraph of the clause and replace with the following:*

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	No such instruction by the Employer's Agent to expedite progress shall be the subject of additional compensation to the Service Provider unless the instruction explicitly states that the Service Provider is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined.
Clause 5.8.1	The non-working days are Sundays. The special non-working days are the construction industry year-end break and the following statutory public holidays as declared by National Government: 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 the Day of Goodwill. The construction industry year-end break commences on the first working day after 15 December and ends on the first working day after 5 January of the following year.
Clause 5.12.3:	*Delete the contents of the clause and insert the following:* If an extension of time is granted, other than an extension resulting from abnormal rainfall in terms of Clause 5.12.5, the Service Provider shall be paid such additional time-related General Items as are appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned.
Clause 5.13:	*Delete the contents of the clause and insert the following:* 5.13.1 If the Service Provider fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 5.14.2 to receive a Certificate of Practical Completion for the Works, then the Service Provider shall be liable to the Employer for the sum(s) stated below as (a) penalty(ies) for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and the actual Date of Practical Completion of the Works or of the specific portion. The penalty for failing to complete the Works is 0,05% of the total Tender Sum per day, up to a maximum limit of twenty-five thousand rand per day. 5.13.2 If before the issue of a Certificate of Practical Completion for the whole of the Works, or for any specific portion thereof that is identified in the Scope of Works, any further part of the Works has been: 5.13.2.1 certified as complete in terms of a Certificate of Practical Completion; or 5.13.2.2 occupied or used by the Employer, his agents, employees or other Service Providers (not being employed by the Service Provider); then the appropriate penalty for delay referred to in Clause 5.1.3.1 above shall be reduced by the amount which is determined by the Employer's Agent to be appropriate under the circumstances. 5.13.3 The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Service Provider from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract. 5.13.4 All penalties for which the Service Provider becomes liable in terms of Clause 5.13.1 shall be accumulative. The Employer may, without prejudice to any other method

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Service Provider. 5.13.5 The imposition of any penalties in terms of Clause 5.13.1 shall not limit the right of the Employer's Agent of the Employer to act in terms of Clause 9.2.
Clause 5.13.4:	*Add the following new Clause:* If the Service Provider shall, without the prior written permission of the Employer's Agent, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract: • fail to execute such portions of the Works, or any parts thereof, utilising labour intensive construction methods strictly in accordance with the provisions of the Contract; or • utilise in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or • utilise in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract. then the Service Provider shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance. The penalty for non-compliance is: 15% of the value of Works specified. The imposition of penalties in terms of this clause shall not relieve the Service Provider from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.
Clause 5.16.3:	The Latent defect period is 10 years after the issue of the Final Approval Certificate in terms of Clause 15.6.1
Clause 6.1.1:	*Add the following to the clause:* Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Service Provider in any way from his obligations either in contract or in delict.
Clause 6.2.1:	*Add the following to this Clause:* The amount of the Surety will be 10% of the Contract Price (including Value Added Tax) at the time that the Agreement comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Pro Forma Form of Guarantee bound into the General Conditions of Contract is replaced by the Form of Guarantee (Deed of Surety ship) which is included in Part C1.3 of this document. This approval or otherwise shall be based upon legal opinion to be provided by the Employer's Agent.
Clause 6.8.2:	The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: The values of the coefficients for calculating the Contract Price Adjustment Factor are:

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	• a = 0.20 • b = 0.35 • c = 0.35 • d = 0.10 The "Consumer Price Index" will be as for the province of **North West** for the area of **Moretele Local Municipality.** The base month is the month prior to the month in which the closing date for the tender falls.
Clause 6.8.3:	Price Adjustments for variations in the cost of special materials will be allowed. "The Service Provider will be required to provide full details in Part 2 of the Contract Data".
Clause 6.8.4:	In line 8 delete the words "between the Employer and the Service Provider".
Clause 10.1.5:	The percentage advance on materials not yet built into the Permanent Works is 80%. The percentage advance on plant not yet supplied to site is 0%.
Clause 6.10.3:	A retention of 10% shall be deducted from each and every payment certificate issued to the Service Provider. Of the total amount retained, 5% shall be released upon achievement of Completion as certified by the Employer's Agent, and the remaining 5% shall be released upon the issuance of the Final Approval Certificate, subject to the Service Provider having fulfilled all contractual obligations. A Retention Money Guarantee may be provided in lieu of cash retention, subject to the Employer's approval and acceptance of the guarantee instrument from a recognised financial institution.
Clause 6.10.4:	In line 4 delete the word "said" and insert the word "correct".
Clause 6.10.9:	*Replace the first sentence of the clause with the following:* Within 14 Days after the date stated in the Final Approval Certificate issued in terms of Clause 6.10, the Service Provider shall submit to the Employer's Agent a final statement of account reflecting all amounts claimed in respect of additional work instructed by the Employer's Agent after the date of the Certificate of Completion, excluding any items that remain the subject of dispute in terms of Clause 10. The final statement shall also include the balance of retention money, subject to the provisions of Clause 6.2.
Clause 8.6.1.2:	The value of materials supplied by the Employer to be included in the insurance sum is nil. Special Risks Insurance issued by SASRIA is required.
Clause 8.6.1.3:	The limit of indemnity for liability insurance is R5 000 000 per event, the number of events being unlimited. Liability insurance shall include a spread of fire risk.
Clause 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 (one hundred thousand Rands only).
Clause 6.11.1.3:	Delete "15 %" and replace it with "25%".
Clause 10.4.2, 10.7.1:	Failing Amicable Settlement, unresolved Disputes shall be referred to Arbitration.
	CONTRACT PARTICIAPATION Requirements in terms of the Reconstruction Development Programme. Target Values. In this contract, the minimum target value shall be as follows: • Labour Maximisation: 10% • ABE Support: 25% • HID Supervisory staff: 10% The penalties for not reaching the required target values will be calculated at 20% of the difference between the set target values and the actual target values achieved by the Service Provider at the completion of the works. No bonuses for achieving the set target values are applicable.

C1.2.2: CONTRACT DATA (Applicable to this contract)

PART B: DATA PROVIDED BY THE SERVICE PROVIDER

The following contract-specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE SERVICE PROVIDER
1. Clause 1.1.1.9: Clause 1.2.1.2:	**GENERAL** **Name of the Service Provider**: …… …….. **The Service Provider's address for receipt of communication is:** …….. …….. …….. **Telephone**: …… **email**: ……
Clause 37.2.2.3	The percentage allowance to cover all charges for the Service Provider's and subService Provider's profits, timekeeping clerical work, insurance, establishment, superintendence and the use of hand tools is..... %
Clause 6.5.1.2.3	The percentage allowance on the net cost of materials actually used in the completed work is..... %
6. Clause 6.8.3:	**PAYMENT AND RELATED MATTERS** The Tenderer shall complete Table 1 below with respect to each of the special materials listed. This information shall be used to calculate the variation in cost of the special materials. The rates and prices for the special materials shall be furnished by the Tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. The quoted price to be provided by the Tenderer is the ruling price on the first of the month prior to the month in which the closing date for the Tender falls. **Table 1** **SPECIAL MATERIALS** / **UNIT*** / **RATE OR PRICE FOR THE BASE MONTH** Cement / each / …… Bricks / each / …….. ** Indicate whether the material shall be delivered in bulk or in containers.* *When called upon to do so, the Service Provider shall substantiate the above rates or prices with acceptable documentary evidence.* Signed on behalf of Tenderer: ……

Clause 6.2.1: The security to be provided by the Service Provider shall be one of the following:	**Type of security**	**Service Provider's choice** *(Indicate "Yes" or "No")*
	Cash deposit of 10 % of the Contract Sum.	
	Fixed Performance Guarantee of 10 % of the Contract Sum.	
	Retention of 10% of the value of the Works.	
	Cash deposit of 5% of the Contract Sum plus the retention of 5% of the value of the Works.	
	Fixed Performance guarantee of 5% of the Contract Sum plus the retention of 5% of the value of the Works.	

C1.3: PERFORMANCE GUARANTEE

PRO FORMA

PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

Physical address: .....

"Employer" means: .....

"Service Provider" means: .....

"Engineer" means: .....

"Works" means: .....

"Site" means: .....

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

"Contract Sum" means: The accepted amount inclusive of tax of R .....

Amount in words: .....

"Guaranteed Sum" means: The maximum aggregate amount of R .....

Amount in words: .....

"Expiry Date" means: .....

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. The Guarantor hereby acknowledges that:

3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any

intention whatsoever to create a suretyship;

3.2 its obligation under this Performance Guarantee is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

4.1 A copy of a first written demand issued by the Employer to the Service Provider stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Service Provider stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;

4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

5.1 the Contract has been terminated due to the Service Provider's default and that this Performance Guarantee is called up in terms of 5; or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Service Provider and that the Performance Guarantee is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

10. The Employer shall have the absolute right to arrange his affairs with the Service Provider in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where

after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

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

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between MORETELE LOCAL MUNICIPALITY represented by The Municipal Manager

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

....

in his capacity as: .....

AND: ....

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

....

in his capacity as: .....

duly authorised to sign on behalf of the Service Provider.

WHEREAS the SERVICE PROVIDER is the Mandatary of the EMPLOYER in consequence of an agreement between the SERVICE PROVIDER and the EMPLOYER in respect of:

INVITATION FOR PROPOSALS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES AND CONSTRUCTION OF WARD 23 COMMUNITY HALL (TURNKEY CONTRACT).

for the construction, completion and maintenance of the works;

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

NOW THEREFORE the parties agree as follows:

1. The SERVICE PROVIDER undertakes to acquaint the appropriate officials and employees of the SERVICE PROVIDER with all relevant provisions of the ACT and the regulations promulgated in terms thereof.

2. The SERVICE PROVIDER undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the SERVICE PROVIDER, his officials and employees. The SERVICE PROVIDER shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.

3. The SERVICE PROVIDER hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the SERVICE PROVIDER expressly absolves the EMPLOYER and the EMPLOYER'S AGENT from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The SERVICE PROVIDER agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the SERVICE PROVIDER has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the SERVICE PROVIDER, or to take such steps the EMPLOYER may deem necessary to remedy the default of the SERVICE PROVIDER at the cost of the SERVICE PROVIDER.

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

Thus signed at..... for and on behalf of the **SERVICE PROVIDER**

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

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: *1.* .....

2. .....

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

the …….. day of …….…… 20……

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: *1.* .....

2. .....

C1.6: TRANSFER OF RIGHTS

TRANSFER OF RIGHTS AND INDEMNITY

(To be completed during construction by successful Tenderer only)

Claim for materials on site, Payment Certificate No. …… **Date:** ……..……..

Tender No: …… For (contract title) ……..……

……..……..……

I, the undersigned (name of signatory) ……..……..… in my capacity as

…… of (name of Service Provider) ……

duly authorised hereto on behalf of the Service Provider hereby transfer, cede and assign all the Service Provider's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto, unto and in favour of (name of Employer) ……..

Insofar as the Service Provider retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium.*

I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the Service Provider's sequestration or liquidation or of any defect in the Service Provider's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.

This transfer shall become effective upon conclusion of the Service Provider receiving payment from the Employer or from any other person on behalf of the Employer for the materials and goods as Materials on Site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table.

DESCRIPTION OF ITEM	UNIT	QUANTITY	RATE	AMOUNT	SUPPLIER
TOTAL VALUE OF MATERIALS AND GOODS					

Signed by: ……Date: ……..……..……
for and on behalf of the Service Provider.

Witnessed by: …… Date: ……

NOTE: This form, together with the documentary proof of ownership or proof of payment by the Service Provider to the supplier, shall accompany the Service Provider's claim for payment for materials on site in terms of Clause 6.10.1.5 of the General Conditions of Contract 2015.

MORETELE LOCAL MUNICIPALITY

Tender No. MLM/CH/W23/26-27

THE INVITATION FOR PROPOSALS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES AND CONSTRUCTION OF WARD 23 COMMUNITY HALL (TURNKEY CONTRACT)

C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. GENERAL

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

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The short descriptions given in the Activity Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work, with reference to the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (latest Government Gazette), as well as the Architectural Profession Act, 2000 (latest Government Gazette), where applicable, for persons registered with the Engineering Council of South Africa (ECSA) and the South African Council for the Architectural Profession (SACAP) respectively.

While it is entirely at the tenderer's discretion as regards pricing the Activity Schedule below, the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (latest Government Gazette), as well as the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Architectural Profession Act, 2000 (latest Government Gazette), have been used as a basis in determining and specifying the services to be rendered by the service provider. Tenderers will be well advised to study these documents to ensure that their pricing makes provision for the scope of work that is required to be undertaken where reference is made to these documents in the pricing schedule. These documents are also useful for providing tenderers with industry norms, allowing them to compare their rates, sums, percentage fees, and/or prices as applicable.

3. For the purpose of the Activity Schedule, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work.
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Sum:	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
Percentage Fee:	The agreed fee for a service, the extent of which is described in the Scope of Works, expressed as a percentage of a construction cost or contract value or part thereof.

4. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the Activity Schedule. An item against which no price is entered will be considered to be covered by the other prices or rates in the Activity Schedule.

5. The rates, sums, percentage fees and prices in the Activity Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to 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.

6. Where quantities are given in the Activity Schedule, these are provisional 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 Activity Schedule. In respect of time based services, the allocation of staff must be agreed with the employer before such services are rendered.

7. Tenderers will note that the prices for some items are developed from a tendered fee expressed as a percentage of an estimated contract value (construction cost), or part thereof, which for tendering purposes, are given. Tenderers are required to insert their tendered percentage fee in the space provided. Where prices have been developed from a tendered fee, the final amount due to the Service Provider will be adjusted according to final construction contract values based on the percentage fee tendered.

   Only one (flat rate) percentage fee per item may be tendered. A percentage fee tendered on a sliding scale will make the tender non-responsive.

8. The following table shall be used for proportioning the tendered basic fee for normal services over the various stages of the services:

Stage of Services	**Percentage points for each stage**
Inception	Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the relevant council
Concept and Viability	
Design Development	
Documentation and Procurement	
Contract Administration and Inspection	
Close-Out	

   The Service Provider will be required, at the time of issue of the Certificate of Completion (to the Service Provider undertaking the construction of the Works) to claim the total fee (100%) for normal services, less a 10% retention amount of the total fee. The retention will be released as payment to the Service Provider for the Close-Out stage of the services on successful completion of the Service Provider's defects liability period.

9. Tendered time-base fees (where the unit of measurement is time based) shall be adjusted in terms of clause 3.16 of the Standard Professional Services Contract. All other rates, sums, percentage fees or prices (as applicable) tendered in the Activity Schedule shall be final and binding and shall **not** be subject to any variation throughout the period of the contract. This is due to the fact that the fee for normal services rendered is typically developed from a construction contract value which is subject to escalation/contract price adjustment, either directly or indirectly. The Service Provider will be deemed to benefit or be fully compensated for increased costs from adjustments in this regard. In developing any other rates, (excluding time based), tenderers must make allowance for annual increases.

10. The categories of persons (A, B, C, D) in respect of time based fee rates shall be as defined in Clause 4.4(2) of the Guideline Scope of Service and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (latest Government Gazette).

11. Where provisional sums are provided in respect of additional services, these amounts may be omitted in part or in full should the additional work not be required. Where additional services are to be sub-contracted out by the Service Provider, which do not exceed R200 000 (including VAT) in value, the Service Provider will typically be required to invite three quotations from suitably qualified sub-consultants/Service Providers. Where the sub-contracted services are likely to exceed R200 000 (including VAT) in value, the Service Provider shall follow an open tender process in respect of this work. A mark up (extra over) in respect of all other costs, overhead charges and profit will be applicable in respect of all sub-contracted services.

12. Tenderers are referred to the Scope of Work and the requirement that a level 3 Construction monitoring service be provided by the service provider. The tendered rate for construction monitoring staff shall include all overtime costs in respect of construction monitoring services provided outside of normal working hours.

13. Tenderers are to note that only those recoverable expenses listed in the Activity Schedule will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, percentage fees and prices for normal and additional services rendered.

14. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.

15. Full construction monitoring staff shall be reimbursed for travelling expenses, for either the return office to site or return home to site journeys, whichever is the lesser. Part time construction monitoring staff shall be reimbursed for either the return office to site or return alternate site to site journeys, whichever is the lesser. Construction monitoring staff engaged in work outside of normal working hours shall be reimbursed for the return home to site journey. Staff other than construction monitoring staff shall only be reimbursed for travelling expenses in respect of trips exceeding 40km per journey (round trip). Payment shall only be made for that portion of the distance that exceeds 40 km.

16. The **per kilometer rate** for the reimbursement of **travel expenses** shall be limited to the ad-hoc duty transportation allowance for the Employer's own staff as adjusted from time to time.

17. Tenderers are to note that the planning for this contract is based on a one year budget which is subject to change. While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Works or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract.

MORETELE LOCAL MUNICIPALITY

TENDER REF NO.: MLM/CH/W23/26-27

INVITATION FOR PROPOSALS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES AND CONSTRUCTION OF WARD 23 COMMUNITY HALL (TURNKEY CONTRACT).

C2.2 Activity Schedule

Item	Activity Description	Amount
1.	**Value of Construction Works**	**R**
	A - Total of Construction Works (Excluding VAT)	**R (A)**
Provide Services as described in Part C3: Scope of Work in respect of:		**R**
2	**Normal Services**	**R**
2.1	Inception	**R**
2.2	Concept and Viability	**R**
2.3	Design Development	**R**
2.4	Documentation and Procurement	**R**
2.5	Contract Administration and Inspection	**R**
2.6	Close - Out	**R**
	B - Basic Professional Fees (Excluding VAT)	**R (B)**
3	**Additional services**	**R**
3.1	Geotechnical Investigation	**R**
3.2	Topographical Survey	**R**
3.3	Social Facilitation	**R**
3.4	Water Use License Application (WULA)	**R**
3.5	Environmental Impact Assessment (EIA) and Authorisations (EA, EMP, etc)	**R**
3.6	Material Investigation - DCP Testing and Analysis	**R**
3.7	Level 3: Part-time Construction Monitoring	**R**
3.8	Acting as Agent of the Employer in terms of OHS Act and Construction Regulations	**R**
	C – Fees for Additional Services (Excluding VAT)	**R (C)**
4	**Disbursements**	**R**
4.1	Typing, Duplicating, binding & Printing	**R**
4.2	Subsistence and travelling	**R**
	D - Disbursements (Excluding VAT)	**R (D)**
	SUBTOTAL FOR CONSTRUCTION COST, BASIC PROFESSIONAL FEES, ADDITIONAL FEES AND DISBURSEMENTS (A+B+C+D)	**R**
	Add 15% VAT	**R**
	TENDER PRICE CARRIED FORWARD TO C1.1 FORM OF OFFER	**R**

MORETELE LOCAL MUNICIPALITY

TENDER REF NO.: MLM/CH/W23/26-27

INVITATION FOR PROPOSALS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES AND CONSTRUCTION OF WARD 23 COMMUNITY HALL (TURNKEY CONTRACT).

Part C3: Scope of Work

Pages

C3.1 Scope of Work.....C29

MORETELE LOCAL MUNICIPALITY

TENDER REF NO.: MLM/CH/W23/26-27

INVITATION FOR PROPOSALS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES AND CONSTRUCTION OF WARD 23 COMMUNITY HALL (TURNKEY CONTRACT).

C3.1 Scope of Work

CONTENTS

1. Introduction
2. Background
3. Employer's Objective
4. Description of the Services Required
5. Time Frame/ Milestones
6.. Applicable National and International Standards
7.. Approvals

1. INTRODUCTION

The Moretele Local Municipality intends to appoint a suitably qualified and experienced Turnkey Service Provider to undertake the full design, construction, and professional supervision of a new community hall facility in Ward 23. The service provider may be a single entity or a joint venture between a professional services firm and a CIDB-registered Service Provider. The appointed party will be responsible for delivering a comprehensive turnkey solution that includes both professional engineering services and construction works.

In line with the Municipal Finance Management Act, 2003 and the Municipal Supply Chain Management Regulations, 2005, these services shall be procured through a competitive bidding process. The purpose of this document is to formally invite tenders for the provision of a turnkey solution for the design and construction of the Ward 23 Community Hall. Tenders will be evaluated in accordance with the criteria set out in the tender data, based on financial offer and preference.

2. BACKGROUND

The Municipality recognizes the need for improved community infrastructure and seeks to construct a 545 m² community hall that will serve as a central facility for social, administrative, and cultural activities. The hall will include essential functional spaces such as an entrance lobby, ablution facilities, office space, storage rooms, and a kitchen or catering area, and must comply with all relevant South African building codes, municipal by-laws, and applicable professional standards.

In addition to the main structure, the scope of work includes external infrastructure such as a parking area for approximately 20 vehicles, paved walkways, basic landscaping, a secure perimeter fence wall, and a guardhouse at the entrance. The Turnkey Service Provider will also be responsible for the provision and installation of all required municipal services, including water supply, sanitation, electricity, and stormwater management systems, ensuring full compliance with health, safety, and environmental regulations.

Professional services are to be provided across all six project stages, in accordance with the guidelines and scope defined by the South African Council for the Architectural Profession (SACAP), the Engineering Council of South Africa (ECSA), and other relevant statutory bodies. The service provider will be expected to manage statutory approvals, quality control, construction supervision, and all related project management tasks as part of an integrated delivery approach.

3. EMPLOYER'S OBJECTIVE

The objective of Moretele Local Municipality is to appoint a Turnkey Service Provider capable of delivering the project in a manner that ensures quality, cost-efficiency, compliance, and long-term sustainability. The Municipality requires a solution that integrates design and construction under one contractual arrangement to streamline implementation, accountability, and coordination.

The selected service provider must manage the full project lifecycle, including obtaining all necessary municipal and regulatory approvals prior to and during construction. This includes the preparation and submission of a comprehensive technical report in accordance with the requirements of the Municipal Infrastructure Grant (MIG) programme. The technical report must align with MIG guidelines and support the successful registration of the project for MIG funding.

Given that this is a greenfield development and the final site selection is yet to be confirmed, the service provider will be required to provide professional input into site identification, suitability assessments, and preliminary planning. All planning activities must account for future statutory approvals, environmental considerations, service connections, and land use compliance.

The Municipality further expects the service provider to strictly comply with all applicable legislation, including the Municipal Finance Management Act, occupational health and safety regulations, environmental and land development regulations, and relevant SANS quality standards throughout project implementation.

The Municipality seeks a capable and professional turnkey partner to deliver infrastructure that addresses the functional needs of the community, satisfies regulatory and funding requirements, and achieves long-term value through sustainable and compliant development.

4. DESCRIPTION OF THE SERVICES REQUIRED

4.1 Planning, Studies, Investigations and Assessments

Not included in this contract.

4.2 Normal Services

Stage	Description	Mandatory Requirements for Combined Services (Architect PM, Engineering, QS, Planning, Environmental, Safety, Land Survey, Construction, etc.)
Stage 1: Inception	**Project Initiation & Feasibility**	The project team must establish the client's brief and project objectives, and shall conduct detailed site appraisals and surveys. Early stakeholder engagement shall be initiated to align expectations. A Project Execution Plan must be developed to guide the project. Site and boundary surveys, as well as geotechnical investigations, shall be performed. Preliminary risk identification and budget estimation must be completed. Zoning, land use compliance, environmental screening, and initial health and safety risk assessments shall be carried out. Site access and clearing preparations must be undertaken in compliance with GCC 3rd Edition standards.
Stage 2: Concept & Viability (Pre-Design)	**Conceptual Design & Feasibility Analysis**	Concept designs, including 3D renderings, must be prepared for client review and approval. A detailed design brief shall be developed to refine project requirements. The site's development potential and bulk services constraints must be evaluated. Risk assessments and mitigation plans shall be formulated. Early coordination among consultants and Service Providers must be ensured to facilitate integrated planning. A communication and stakeholder management plan shall be established. Engineering inputs, including geotechnical interpretations, must be incorporated. Cost estimates and environmental impact assessments, where applicable, shall be prepared. An Occupational Health and Safety plan for the design phase must be developed. Survey control points shall be confirmed. Bulk earthworks and site preparation must be initiated.
Stage 3: Design Development	**Detailed Design & Approvals Preparation**	Architectural and engineering designs must be finalized, including spatial layouts and system integrations. Consultants shall coordinate to ensure consistency and readiness for approval submissions. A Quality Management Plan must be developed, and contract documentation shall be prepared. Updated cost estimates must be provided. Environmental management plans shall be established, and occupational health and safety compliance must be monitored. Detailed designs for structural, mechanical, electrical, and civil engineering systems must be completed. Initial construction activities such as foundations and structural framework shall commence.
Stage 4: Documentation & Approvals	**Final Design Documentation & Procurement Preparation**	Detailed working drawings must be prepared and submitted for municipal and statutory approvals. Procurement strategies and processes shall be managed to ensure timely contract finalizations. All contracts must be finalized, and compliance with regulatory requirements shall be verified. Construction drawings and technical specifications must be completed. Final Bill of Quantities and cost plans shall be prepared. Environmental and health and safety compliance documentation must be compiled. Mobilization and material procurement activities shall be undertaken to ready the site for construction.

Stage 5: Construction	**Construction Execution & Monitoring**	Regular site inspections and quality control measures must be performed to ensure standards are met. Service Provider coordination and responses to requests for information shall be managed. Contract administration must include management of variations, progress reporting, and risk monitoring. Health and safety audits shall be conducted regularly, and environmental compliance must be monitored. Engineering supervision and milestone sign-offs shall occur throughout construction. Payment certifications and valuations must be managed. The Clerk of Works shall oversee ongoing quality assurance. Full construction and services installation must be executed in accordance with design and specifications.
Stage 6: Close-Out & Handover	**Project Completion & Post-Construction**	Completion certificates and as-built drawings must be issued following final inspections and commissioning support. The defects liability period shall be managed effectively to address any outstanding issues. Final account reconciliation and project close-out reports must be prepared and submitted. Lessons learned shall be documented for future reference. Environmental and health and safety compliance certifications must be obtained. Snagging, defect rectification, and site cleanup shall be completed, and all demobilization activities must be finalized.

4.3 Additional Services

Services	Description
Wayleave Applications	The Service Provider shall be responsible for all initial service enquiries and wayleave applications from various service authorities. The requirements from these authorities must be incorporated into the designs and tender documentation as necessary.
Targeted Procurement	The Service Provider shall provide all services related to targeted procurement for the construction contract, excluding the selection, appointment, and administration of participation. Although this service is additional to the normal service, no specific pricing provision exists in the Activity Schedule. The Service Provider must include all costs and profits for this service in its normal service rates; no additional payment will be made if excluded.
Construction Monitoring	Construction monitoring is essential and requires an experienced individual (the Engineer's Representative) on site, though not full-time. At least a level 3 service must be provided. The Engineer's Representative must be present during all critical operations. The Service Provider must ensure sufficient time is allocated for this role and may adjust the tendered rate accordingly. The Employer requires a qualified individual with a minimum of 5 years' relevant experience and reserves the right to reject unsuitable candidates.
Act as Employer's Agent under OHSA	By submitting a tender, the Service Provider acknowledges acceptance of the appointment as the client's agent under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Construction Regulations, 2003, if the tender is accepted. The Service Provider must execute all duties of the client as per the Construction Regulations. If needed, the Service Provider must include costs for a safety specialist in its fee. The Service Provider must ensure compliance by all sub-consultants and enter into an agreement with the Employer prior to work commencement.
Geotechnical Investigations and Testing	The Service Provider is responsible for services to determine geotechnical properties and conduct materials and soil testing as required to inform design. These services

	must be performed with the Employer's approval, which will not be unreasonably withheld.
Topographical and/or Engineering Survey	The Service Provider must conduct topographical and engineering surveys needed for design, supplementing or verifying incomplete or inaccurate data provided by the Employer. Costs incurred are borne by the Service Provider but reimbursed under the Activity Schedule, subject to prior Employer approval, which will not be unreasonably withheld.
Act as "The Employer" under GCC 2015	The Service Provider will assume full responsibility for procurement and execution of the construction contract, including payment of the Service Provider and fulfilling all rights and obligations of "The Employer" as defined in the General Conditions of Contract for Construction Works 3rd Edition 2015, with provision for payment included in the Activity Schedule.

5 TIME FRAMES/MILESTONES

It is a requirement is that construction works (not including any maintenance or defect liability period) must be complete within the Employer's financial year which ends on 30 June 2026. The Service Provider shall therefore programme the work (which will include attaching milestones to the Service Providers work) in such a manner so as to ensure that these objectives are met for the construction contract that will be let under this appointment.

6. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

The Service Provider shall take cognizance of and adhere to all applicable national and international standards in the execution of his own work and when compiling specifications for construction works. International standards should only be used where no national standards exist, or where it is the norm to use or refer to international standards.

7. APPROVALS

For the construction of the community hall, the appointed service provider must obtain all necessary approvals, including town planning or land use rights to confirm proper zoning; building plan approval from the municipal building control authority in compliance with the National Building Regulations and SANS 10400; and environmental authorisation if the site is environmentally sensitive. The service provider is also responsible for securing approvals for municipal service connections such as water, sanitation, electricity, and stormwater, as well as fire department clearance and road or access permits. Compliance with occupational health and safety regulations, including submission of a health and safety plan prior to construction, must be ensured. If the project is funded through the Municipal Infrastructure Grant (MIG), the service provider must manage project registration and technical report approval through the Department of Cooperative Governance and Traditional Affairs. Additionally, health department approval may be required for kitchen facilities, and heritage approvals must be obtained if applicable.

Notwithstanding any approval received from the Employer, the Service Provide shall remain responsible for all work carried out by or on behalf of the Service Provider in terms of this contract.

MORETELE LOCAL MUNICIPALITY

TENDER REF NO.: MLM/IDS//CH/W15/25-26

INVITATION FOR PROPOSALS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES AND CONSTRUCTION OF WARD 23 COMMUNITY HALL (TURNKEY CONTRACT).

Part C4: Site Information

Pages

C4.1 Site Information.....C36

C4.1 Site Information

Note: The information given below is neither warranted nor guaranteed. The Tenderer must verify the information given through investigations and calculations. Description of the projects are only general and do not show the full extent of the work to be carried out.

Tender Ref No	**MLM/CH/W23/26-27**
Project Name	**INVITATION FOR PROPOSALS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES AND CONSTRUCTION OF WARD 23 COMMUNITY HALL (TURNKEY CONTRACT).**

VOLUME 3

PART T2
AGREEMENT AND CONTRACT DATA

T2.1 General Conditions of Contract

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. **Definitions** 1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally

1.5 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when,

1.6 through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignee’s store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 ” Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. **Application** 2.1 These general conditions are applicable to all bids, contracts and orders **including** bids for functional and professional services, sales, hiring, **letting** and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of

5.1 The supplier shall not, without the purchaser's prior written consent, **contract** disclose the contract, or any provision thereof, or any specification, **documents** plan, drawing, pattern, sample, or information fur **and information;** nished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the **inspection.** contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

Performance 7.1 Within thirty (30) days of receipt of the notification of contract award, **security** the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

a bank guarantee or an irrevocable letter of credit issued by a reputable
bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
a cashier's or certified cheque

The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance

obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

Inspections,
8.1 All pre-bidding testing will be for the account of the bidder.
tests and analyses
8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing
9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the

remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery
10.1 Delivery of the goods shall be made by the supplier in accordance with **and documents the** terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance
11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

Transportation 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

Incidental 13.1 The supplier may be required to provide any or all of the following **services**, including additional services, if any, specified in SCC:

performance or supervision of on-site assembly and/or commissioning of the supplied goods.
furnishing of tools required for assembly and/or maintenance of the supplied goods.
furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.
performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts
14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
in the event of termination of production of the spare parts:
Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty
15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take
such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment
16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices
17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract
18.1 No variation in or modification of the terms of the contract shall be **amendments** made except by written amendment signed by the parties concerned.

19. Assignment
19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts
20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the
21.1 Delivery of the goods and performance of services shall be made by **supplier's** the supplier in accordance with the time schedule prescribed by the **performance** purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies
are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties
22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a

penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination
23.1 The purchaser, without prejudice to any other remedy for breach of **for default** contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
if the Supplier fails to perform any other obligation(s) under the contract; or
if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
the name and address of the supplier and / or person restricted by the purchaser.
the date of commencement of the restriction
the period of restriction; and (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of
2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping
24.1 When, after the date of bid, provisional payments are required, or anti **and countervailing** dumping or
countervailing duties are imposed, or the amount of a **duties and rights** provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of

any such increase. When, after the said date, such a provisional payment is no longer required or any such antidumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

25. Force
25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the
Majeure supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination
26.1 The purchaser may at any time terminate the contract by giving written **for insolvency** notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of
27.1 If any dispute or difference of any kind whatsoever arises between the **Disputes** purchaser and the supplier in connection with or arising out of the **contract**, the parties shall make every effort to resolve amicably such **dispute** or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute **or** difference by such mutual consultation, then either the purchaser or **the** supplier may give notice to the other party of his intention to **commence** with mediation. No mediation in respect of this matter may **be** commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it **may** be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations **under** the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of
28.1 Except in cases of criminal negligence or wilful misconduct, and in **liability** the case of infringement pursuant to Clause 6;
the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

the aggregate liability of the supplier to the purchaser, whether **under** the contract, in tort or otherwise, shall not exceed the total **contract** price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing
29.1 The contract shall be written in English. All correspondence and other **language** documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable
30.1 The contract shall be interpreted in accordance with South African **law** laws, unless otherwise specified in SCC.

Notices 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and
32.1 A foreign supplier shall be entirely responsible for all taxes, stamp **duties**, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the
award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable **Industrial** to all contracts that are subject to the NIP obligation. **Participation (NIPP)**

1.4.1. Restrictive practices In terms of section 4 (1) (b) (iii) of the Competition Act No. an agree-
ent between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34 Prohibition of

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

PART T2

AGREEMENT AND CONTRACT DATA

Contract Data

SPECIAL CONDITIONS OF CONTRACT

The bid will be awarded subject to the following conditions:

- Awarding of the bid will be subject to the service provider's express acceptance of the general conditions of contract.
- The successful service provider shall, at his/her own expense, take out sufficient insurance against any claims, costs, loss and/or damage ensuing from his obligations and shall ensure that such insurance remains operative for the duration of this contract.
- The successful service provider agrees to keep confidential all records and information and not to disclose such records or information to any third party without the prior written consent of Moretele Local Municipality.
- The Moretele Local Municipality reserves the right to terminate the contract if there is clear evidence of non-performance and/or inability to deliver.
- Moretele Local Municipality reserves the right not to make any appointment.
- Any changes of staff member on-site it must be submitted to Moretele Local Municipality

PART T2

1 AGREEMENT AND CONTRACT DATA

1.1 T2.3 Terms of Reference

1.2 **TERMS OF REFERENCE**

INVITATION FOR PROPOSALS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES AND CONSTRUCTION OF WARD 23 COMMUNITY HALL (TURNKEY CONTRACT)

1. PURPOSE

The Moretele Local Municipality intends to appoint a suitably qualified and experienced Turnkey Service Provider to undertake the full design, construction, and professional supervision of a new community hall facility in Ward 23. The service provider may be a single entity or a joint venture between a professional services firm and a CIDB-registered Service Provider. The appointed party will be responsible for delivering a comprehensive turnkey solution that includes both professional engineering services and construction works.

In line with the Municipal Finance Management Act, 2003 and the Municipal Supply Chain Management Regulations, 2005, these services shall be procured through a competitive bidding process. The purpose of this document is to formally invite tenders for the provision of a turnkey solution for the design and construction of the Ward 23 Community Hall. Tenders will be evaluated in accordance with the criteria set out in the tender data, based on financial offer and preference.

2. BACKGROUND

The Municipality recognizes the need for improved community infrastructure and seeks to construct a 545 m² community hall that will serve as a central facility for social, administrative, and cultural activities. The hall will include essential functional spaces such as an entrance lobby, ablution facilities, office space, storage rooms, and a kitchen or catering area, and must comply with all relevant South African building codes, municipal by-laws, and applicable professional standards.

In addition to the main structure, the scope of work includes external infrastructure such as a parking area for approximately 20 vehicles, paved walkways, basic landscaping, a secure perimeter fence wall, and a guardhouse at the entrance. The Turnkey Service Provider will also be responsible for the provision and installation of all required municipal services, including water supply, sanitation, electricity, and stormwater management systems, ensuring full compliance with health, safety, and environmental regulations.

Professional services are to be provided across all six project stages, in accordance with the guidelines and scope defined by the South African Council for the Architectural Profession (SACAP), the Engineering Council of South Africa (ECSA), and other relevant statutory bodies. The service provider will be expected to manage statutory approvals, quality control, construction supervision, and all related project management tasks as part of an integrated delivery approach.

3. AIMS AND OBJECTIVES

The objective of Moretele Local Municipality is to appoint a Turnkey Service Provider capable of delivering the project in a manner that ensures quality, cost-efficiency, compliance, and long-term sustainability. The Municipality requires a solution that integrates design and construction under one contractual arrangement to streamline implementation, accountability, and coordination.

The selected service provider must manage the full project lifecycle, including obtaining all necessary municipal and regulatory approvals prior to and during construction. This includes the preparation and submission of a comprehensive technical report in accordance with the requirements of the Municipal Infrastructure Grant (MIG) programme. The technical report must align with MIG guidelines and support the successful registration of the project for MIG funding.

Given that this is a greenfield development and the final site selection is yet to be confirmed, the service provider will be required to provide professional input into site identification, suitability assessments, and preliminary planning. All planning activities must account for future statutory approvals, environmental considerations, service connections, and land use compliance.

The Municipality further expects the service provider to strictly comply with all applicable legislation, including the Municipal Finance Management Act, occupational health and safety regulations, environmental and land development regulations, and relevant SANS quality standards throughout project implementation.

The Municipality seeks a capable and professional turnkey partner to deliver infrastructure that addresses the functional needs of the community, satisfies regulatory and funding requirements, and achieves long-term value through sustainable and compliant development.

4. SCOPE OF WORK/ DELIVERABLES

Construction of 545 m² community hall that will serve as a central facility for social, administrative, and cultural activities. The hall will include essential functional spaces such as an entrance lobby, ablution facilities, office space, storage rooms, and a kitchen or catering area, and must comply with all relevant South African building codes, municipal by-laws, and applicable professional standards.

In addition to the main structure, the scope of work includes external infrastructure such as a parking area for approximately 20 vehicles, paved walkways, basic landscaping, a secure perimeter fence wall, and a guardhouse at the entrance. The Turnkey Service Provider will also be responsible for the provision and installation of all required municipal services, including water supply, sanitation, electricity, and stormwater management systems, ensuring full compliance with health, safety, and environmental regulations.

5. REQUIRED PERSONNEL

- The appointed service provider based on the rate provided by the Municipality will then be appoint local labourers.

6. GENERAL REQUIREMENTS

- Planning, Studies, Investigations and Assessments.

Stage	Description	Mandatory Requirements for Combined Services (Architect PM, Engineering, QS, Planning, Environmental, Safety, Land Survey, Construction, etc.)
Stage 1: Inception	**Project Initiation & Feasibility**	The project team must establish the client's brief and project objectives, and shall conduct detailed site appraisals and surveys. Early stakeholder engagement shall be initiated to align expectations. A Project Execution Plan must be developed to guide the project. Site and boundary surveys, as well as geotechnical investigations, shall be performed. Preliminary risk identification and budget estimation must be completed. Zoning, land use compliance, environmental screening, and initial health and safety risk assessments shall be carried out. Site access and clearing preparations must be undertaken in compliance with GCC 3rd Edition standards.
Stage 2: Concept & Viability (Pre-Design)	**Conceptual Design & Feasibility Analysis**	Concept designs, including 3D renderings, must be prepared for client review and approval. A detailed design brief shall be developed to refine project requirements. The site's development potential and bulk services constraints must be evaluated. Risk assessments and mitigation plans shall be formulated. Early coordination among consultants and Service Providers must be ensured to facilitate integrated planning. A communication and stakeholder management plan shall be established. Engineering inputs, including geotechnical interpretations, must be incorporated. Cost estimates and environmental impact assessments, where applicable, shall be prepared. An Occupational Health and Safety plan for the design phase must be developed. Survey control points shall be confirmed. Bulk earthworks and site preparation must be initiated.
Stage 3: Design Development	**Detailed Design & Approvals Preparation**	Architectural and engineering designs must be finalized, including spatial layouts and system integrations. Consultants shall coordinate to ensure consistency and readiness for approval submissions. A Quality Management Plan must be developed, and contract documentation shall be prepared. Updated cost estimates must be provided. Environmental management plans shall be established, and occupational health and safety compliance must be monitored. Detailed designs for structural, mechanical, electrical, and civil engineering systems must be completed. Initial construction activities such as foundations and structural framework shall commence.

Stage 4: Documentation & Approvals	**Final Design Documentation & Procurement Preparation**	Detailed working drawings must be prepared and submitted for municipal and statutory approvals. Procurement strategies and processes shall be managed to ensure timely contract finalizations. All contracts must be finalized, and compliance with regulatory requirements shall be verified. Construction drawings and technical specifications must be completed. Final Bill of Quantities and cost plans shall be prepared. Environmental and health and safety compliance documentation must be compiled. Mobilization and material procurement activities shall be undertaken to ready the site for construction.
Stage 5: Construction	**Construction Execution & Monitoring**	Regular site inspections and quality control measures must be performed to ensure standards are met. Service Provider coordination and responses to requests for information shall be managed. Contract administration must include management of variations, progress reporting, and risk monitoring. Health and safety audits shall be conducted regularly, and environmental compliance must be monitored. Engineering supervision and milestone sign-offs shall occur throughout construction. Payment certifications and valuations must be managed. The Clerk of Works shall oversee ongoing quality assurance. Full construction and services installation must be executed in accordance with design and specifications.
Stage 6: Close-Out & Handover	**Project Completion & Post-Construction**	Completion certificates and as-built drawings must be issued following final inspections and commissioning support. The defects liability period shall be managed effectively to address any outstanding issues. Final account reconciliation and project close-out reports must be prepared and submitted. Lessons learned shall be documented for future reference. Environmental and health and safety compliance certifications must be obtained. Snagging, defect rectification, and site cleanup shall be completed, and all demobilization activities must be finalized.

Additional Services

Services	Description
Wayleave Applications	The Service Provider shall be responsible for all initial service enquiries and wayleave applications from various service authorities. The requirements from these authorities must be incorporated into the designs and tender documentation as necessary.
Targeted Procurement	The Service Provider shall provide all services related to targeted procurement for the construction contract, excluding the selection, appointment, and administration of participation. Although this service is additional to the normal service, no specific pricing provision exists in the Activity Schedule. The Service Provider must include all costs and profits for this service in its normal service rates; no additional payment will be made if excluded.
Construction Monitoring	Construction monitoring is essential and requires an experienced individual (the Engineer's Representative) on site, though not full-time. At least a level 3 service must be provided. The Engineer's Representative must be present during all critical operations. The Service Provider must ensure sufficient time is allocated for this role and may adjust the tendered rate accordingly. The Employer requires a qualified individual with a minimum of 5 years' relevant experience and reserves the right to reject unsuitable candidates.
Act as Employer's Agent under OHSA	By submitting a tender, the Service Provider acknowledges acceptance of the appointment as the client's agent under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Construction Regulations, 2003, if the tender is accepted. The Service Provider must execute all duties of the client as per the Construction Regulations. If needed, the Service Provider must include costs for a safety specialist in its fee. The Service Provider must ensure compliance by all sub-

	consultants and enter into an agreement with the Employer prior to work commencement.
Geotechnical Investigations and Testing	The Service Provider is responsible for services to determine geotechnical properties and conduct materials and soil testing as required to inform design. These services must be performed with the Employer's approval, which will not be unreasonably withheld.
Topographical and/or Engineering Survey	The Service Provider must conduct topographical and engineering surveys needed for design, supplementing or verifying incomplete or inaccurate data provided by the Employer. Costs incurred are borne by the Service Provider but reimbursed under the Activity Schedule, subject to prior Employer approval, which will not be unreasonably withheld.
Act as "The Employer" under GCC 2015	The Service Provider will assume full responsibility for procurement and execution of the construction contract, including payment of the Service Provider and fulfilling all rights and obligations of "The Employer" as defined in the General Conditions of Contract for Construction Works 3rd Edition 2015, with provision for payment included in the Activity Schedule.

7. PROJECT PERIOD

- The project will be executed over a period of six months effective from the date of the signing of the contract.

8. COMPULSORY BRIEFING

The compulsory briefing will be conducted on the 12th August 2025 10h00 AM at Moretele Local Municipality Hall, situated at 4065 B Mathibestad.

Original proposals need to be hand-delivered or couriered and deposited in the tender box at the following address clearly marked the bid number and description on or before the closing date and time: 29 October 2026 @ 12h00 PM.

Physical Address:
Moretele Local Municipality
4065B Mathibestad

Postal Address:
Moretele Local Municipality
Private Bag X 367
MAKAPANSTAD
0404

Contact Person/s

Technical Enquiries	SCM Enquiries
Mr. P Molautsi TEL.012 716 1300/1347 EMAIL:Pholosho.molautsi@moretele.gov.za	Mrs. M Phenya Tel: 012 716 1308/11 E-mail: modiegi.phenya@moretele.gov.za