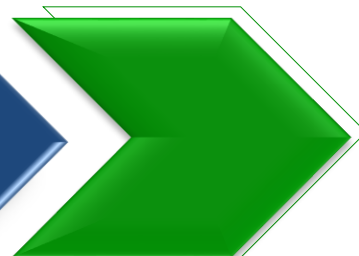




BOJANALA PLATINUM DISTRICT MUNICIPALITY

TENDER

BPDM/TS/BOREHOLE/EQUIP/
KGETLENG/38/2024/25



Bojanala Platinum
District Municipality

1

TENDER NO.	BPDM/TS/BOREHOLE/EQUIP/ KGETLENG/38/2024/25				
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BIDDER

WITNESS

EMPLOYER

WITNESS



Bojanala Platinum District Municipality

P O Box 1993
Rustenburg
0300
Tel: (014) 590 4502
Fax: (014) 590 4500

TENDER REFERENCE: BPDM/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25 DRILLING AND EQUIPPING OF BOREHOLES IN REAGILE EXTENSION 8, KOSTER, NORTH WEST PROVINCE

FEBRUARY 2025

CIDB Registered Contractors who are 4 CE or Higher



ISSUED FOR: THE ACTING MUNICIPAL MANAGER BOJANALA PLATINUM DISTRICT MUNICIPALITY PO BOX 1993 RUSTENBURG 0300	ISSUED BY: KUTLO CONSULTING ENGINEERS (PTY) LTD 16 BRINK STREET RUSTENBURG 0300 Tel: 014 312 0112 Fax: 086 674 3227 Email: admin@kutloconsulting.co.za
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Registered Name(s) of Tenderer:	
Tender Amount:	
Contact Person:	
Tel. No:	E-Mail Address:
Cell No:	Fax No:
CIDB CRS Number (s):	CIDB GRADING LEVEL:
CIDB CRS Number (s):	CIDB GRADING LEVEL:
JV GRADING LEVEL:	

TENDER NO.	BPDM/TS/BOREHOLE/EQUIP/ KGETLENG/38/2024/25				
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BOJANALA PLATINUM DISTRICT MUNICIPALITY

TENDER NO: BPDM/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25

CLOSING DATE: 7 MARCH 2025

TENDER DESCRIPTION:

In terms of Section 110 of the Municipal Finance Management Act, 2003 (No. 56 of 2003), tenders are hereby invited for the construction of **DRILLING AND EQUIPPING OF BOREHOLES IN REAGILE EXTENSION 8, KOSTER, NORTH WEST PROVINCE.**

Tender documents will be available as from **BPDM/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25** on payment of non-refundable deposit of **R 500.00** per set at Bojanala Platinum District Municipality Offices (Cashiers) and the document collected at Ground Floor next to cashier's offices.

The closing time for receipt of tenders is **14:00 pm**. Telegraphic, telephonic, telex, facsimile, e-mail, unmarked and **late tenders** will under no circumstances be considered and accepted. The tender box will be emptied just after closing time on the closing date. Hereafter all bids will be opened in public.

Any technical enquiries relating to the tender document may be directed to the responsible department as stated on the tender advert.

A compulsory clarification meeting with representatives of the employer will take place at the Bojanala Platinum District Municipality, Council Chamber of the Kgetlengrivier Local Municipality, corner of De Wet and Smuts Street, Koster on **13 February 2025 at 10h00** at Kgetlengrivier Council Chamber. Contract documentation will not be available on site.

Fully completed tender documents, clearly marked **"Tender No. BPDM/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25 "Drilling and equipping of boreholes in Reagile Extension 8, Koster"** with **"NAME of TENDERER"** must be placed in a sealed envelope and placed in the tender box on the Ground floor, Bojanala Platinum District Municipality, PO Box 1993, Cnr Beyers Naude & Fatima Bhayat Drive, Rustenburg, 0300, by no later than **7 March 2025 at 14:00 pm**. The envelope must be endorsed with number, title and closing date as indicated above.

Bidders will be evaluated on functionality whereby 70 points has to be attained before financial proposals can be looked at. A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of BOJANALA PLATINUM DISTRICT Municipality where 80 points will be allocated in respect of price and 20 points in respect of Specific Goals.

The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

TENDER NO.	BPDM/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25				
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T1.2 Tender Data	Pink
T1.3 Standard Conditions of Tender	Pink
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TENDER NO.	BPDM/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25				
BIDDER WITNESS EMPLOYER WITNESS					

PART C4

SITE INFORMATION

- C4.1 Nature of ground and subsoil conditions
- C4.2 Other information

Green

Green

TENDER NO.	BPDm/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25				
		BIDDER	WITNESS	EMPLOYER	WITNESS

PART T1
TENDERING PROCEDURES
(T1.1) White pages x 12

NORTH WEST PROVINCE

BOJANALA PLATINUM DISTRICT MUNICIPALITY

DRILLING AND EQUIPPING OF BOREHOLES IN REAGILE EXTENSION 8, KOSTER.

PART T1: TENDER PROCEDURES

TABLE OF CONTENTS

- T1.1 TENDER NOTICE AND INVITATION TO TENDER
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		BIDDER	WITNESS	EMPLOYER	WITNESS

TENDERS



BOJANALA PLATINUM DISTRICT MUNICIPALITY

APPOINTED PANELISTS OF CONTRACTORS ARE HEREBY INVITED FOR THE TENDERS BELOW

TENDER NO:	DESCRIPTION	EVALUATION CRITERIA	PRICE PER DOCUMENT	TENDER DOCUMENT WILL BE AVAILABLE ON	CLOSING DATE & TIME	CONTACTS PERSON(S)
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TENDER NO.	BPD/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25				
		BIDDER	WITNESS	EMPLOYER	WITNESS

PART T1: TENDERING PROCEDURES

REFERENCE NO. BPDM/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25

BPDM/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25	Drilling and equipping of boreholes in Reagile Extension 8, Koster, North West Province.	Administrative Compliance (mandatory requirements) ❖ CIDB Grading ❖ Fully Complete Pricing Schedule	At Bojanala Municipal Offices at a cost of R500.00 per document.	07 February 2025 at 07:30 at the Bojanala Municipal Offices at Cnr Beyers and Fatima Bhayat Drive	07 March 2025 at 14:00 pm at the Bojanala Municipal Offices at Cnr Beyers and Fatima Bhayat Drive	Supply Chain Enquiries: Ms Matshidiso Sehopela Tel: 014 590 4520 Email: matshidisos@bojanala.gov.za
	CIBD GRADING 4CE	Functionality (minimum score 75/100) ❖ 40 Points for Previous Company Experience in similar water engineering projects ❖ 15 Previous company experience in civil engineering projects ❖ 30 Points for Personnel Qualification, Experience & Professional Membership ❖ 2.5 Points for Organization Structure ❖ 2.5 Points for Programme of Works and Cash flow ❖ 10 Points for Bank Ranking Preferential Procurement Regulation of 2022 (80/20 Points System) ❖ 10 points for locality ❖ 02 Points for Women ❖ 06 Points for Youth ❖ 02 Points for People with Disability Ownership (20% or more)				Technical Enquiries: Kutlo Consulting Engineers: Ms Asive Gubela Tel: 014 312 0112 Email: asive@kutloconsulting.co.za PMU Enquiries: Mrs Kgomoiso Monamodi Tel : 014 590 4657 Email: kgomotsom@bojanala.gov.za

NB! Bidders take note of the following important requirements:

- The attachment of latest Company and Director(s)'s Municipal account statement or certified lease agreement must be accompanied by the lessee's (company/ director/s) together with three latest proof of payment from the lessor to lessee as prove that the lease is active.**
- All municipal account statements must not be later than three months.**
- All proof of residents' forms and letter of traditional authority forms must be stamped by the municipal revenue division confirming and stating that the address does not receive any services from the municipality**

Tender documents are obtainable at Bojanala Municipal Offices (Rustenburg) at a cost of R500.00 per document on a non-refundable deposit in cash. EFT; Cheques will not be accepted. Payment is made at the Ground floor, Bojanala Platinum District Municipal Building, Cnr Beyers & Fatima Bhayat Drive, Rustenburg. Bids will be adjudicated according to council's Supply Chain Management Policy, based on the Preferential Procurement Framework Act, 2022. Tenders must be completed in accordance with the conditions attached to the tender documents and must be sealed and endorsed: Contract (Specify Tender Number: Example BPDM/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25). Tenders must be placed in the tender box in the foyer of the Municipal Offices, Bojanala Platinum District Municipal Building, Cnr Beyers & Fatima Bhayat Drive, Rustenburg, not later than the specified closing time and date tenders. Tender shall remain valid of a period of 90 (NINETY) days from closing date. The Council reserves the right to accept or reject any tender or part thereof.

Acting Municipal Manager:

TENDER NO.	BPDM/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25				
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SUBMISSION OF REQUIRED DOCUMENTATION

**SERVICE PROVIDER IS REQUESTED TO SUBMIT THE FOLLOWING DOCUMENTATION
[INCLUDING PARTNERS IN A JOINT VENTURE]:**

Section 45(1)(d) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.

The purpose of this schedule is to obtain proof that municipal services, rates and taxes of the **service provider and the director(s)** are not in arrears for more than three months, with the relevant municipality / landlord in the municipal area where the service provider and the director(s) conduct his / her business.

The following **administrative compliance** has been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and therefore will be disqualified from further evaluation:

Mandatory Requirements

4. Registered with minimum required Construction Industry Development Board (CIDB) Grading Level
5. A fully complete pricing schedule
6. Resolution of Board of Directors (authority to sign)
7. Resolution of Board of Directors to enter into consortia or JV's
8. Declaration of
9. Attached latest Company and Director(s)'s Municipal account statement **or**
Attached certified Lease agreement must be accompanied by the lessee's (company/ director/s) with three latest proof of payment from the lessor to lessee as prove that the lease is active.
10. All municipal account statements must not be later than three months
11. All proof of residents' forms and letter of traditional authority forms must be stamped by the municipal revenue division confirming and stating that the address does not receive any services from the municipality

The following will also invalidate your bid:

1. Scratching out without initialing next to the amended rates or information
2. Rates and taxes that are in arrears will invalidate the bid
3. The bidder has not written over / painting out rates / the use of tippex or any erasable ink, e.g. pencil, tippex pen etc.
4. The tenderer's attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
5. The tender has been submitted after the relevant closing date and time.
6. If any tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory.

Administrative Requirements (During the appointment, bidders to be given a period of fourteen (14) calendar days to submit outstanding requirements)

TENDER NO.	BPDM/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25				
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1. A valid Tax Clearance Certificate issued by SARS or Tax Compliance Letter with a unique Pin in terms of the electronic Tax Compliance Status (TCS) System from SARS has been submitted.
2. Company Registration Documents, Showing Equity Ownership (e.g. form CM 29, CK1 etc.)
3. Certified copies of Identification Documents of all shareholders.
4. Joint Venture Agreement (if applicable).
5. Most recent full detailed Central Supplier Database (CSD) report must be attached.

TENDER NO.	BPDm/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25				
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PART A

MBD1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE BOJANALA PLATINUM DISTRICT MUNICIPALITY					
BID NUMBER:	BPDM/TS/BOREHOLE/EQUIP/ KGETLENG/38/2024/25	CLOSING DATE:	07 MARCH 2025	CLOSING TIME:	14:00
DESCRIPTION	DRILLING AND EQUIPPING OF BOREHOLES IN REAGILE EXTENSION 8, KOSTER, NORTH WEST PROVINCE.				
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:					
Bojanala Platinum District Municipality, Ground floor					
Cnr Beyers & Fatima Bhayat Drive					
Rustenburg					
0300					
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:	
SPECIFIC GOALS STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		SPECIFIC GOALS STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
[SPECIFIC GOALS STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR SPECIFIC GOALS]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS 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			DEPARTMENT	TECHNICAL SERVICES	
CONTACT PERSON			CONTACT PERSON	Mrs Kgomotso Monamodi	
TELEPHONE NUMBER			TELEPHONE NUMBER	014 590 4657	
FACSIMILE NUMBER			FACSIMILE NUMBER	014 590 4500	
E-MAIL ADDRESS			E-MAIL ADDRESS	kgomotsom@bojanala.gov.za	

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TENDER NO.	BPDM/TS/BOREHOLE/EQUIP /KGETLENG/38/2024/25				
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BIDDER

WITNESS

EMPLOYER

WITNESS

PART B

TERMS AND CONDITIONS FOR BIDDING

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, 2017, 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										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"> ☐ YES ☐ NO </td> </tr> </table> 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.	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
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									

**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:

TENDER NO.	BPDM/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25				
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PART T1
TENDERING PROCEDURES
(T1.2 & T1.3) Pink pages x 25

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in **Annexure F of Standard for Uniformity in Construction Procurement (May 2010)**, bound into Section T1.3

The Standard Conditions of Tender makes several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender to which it mainly applies.

CLAUSE NUMBER		TENDER DATA
F.1.1	Actions	The Employer is BOJANALA PLATINUM DISTRICT MUNICIPALITY
F.1.2	Tender Documents	Volume 1: <u>Tender Document</u> THE TENDER Part T1: Tendering Procedures T1.1 – Tender notice and invitation to tender T1.2 – Tender data T1.3 – Standard and Particular Conditions to tender 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 – Form of guarantee C1.4 – Health and Safety agreement C1.5 – Form for Adjudicators and appointment Part C2: Pricing data C2.1 – Pricing Instructions C2.2 – Bill of Quantities C2.3 – Summary of Pricing Schedule C2.4 - Calculation of Total Cost Part C3: Scope of Work C3.1 – Description of the works C3.2 – Engineering C3.3 – Procurement C3.4 – Construction C3.5 – Management C3.6 – Health and Safety Specifications Part C4: Site Information Part C5: Annexures (Drawings)
F.1.3	Interpretation	Add the following new clause:
F.1.3.4		<i>The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English.</i>

TENDER NO.	BPDM/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25				
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CLAUSE NUMBER		TENDER DATA
F.1.4	Employer	Bojanala Platinum District Municipality Address: P O Box 1993 Rustenburg 0300 Tel: 014 590 4502 Fax: 014 590 4500 E-Mail: kgomotsom@bojanala.gov.za
F1.4	Employer's Agent	The Employer's Agents are: Kutlo Consulting Engineers (Pty) Ltd 16 Brink Street Rustenburg 0300 Tel: 014 312 0112 Fax: 086 674 3227 Email: admin@kutloconsulting.co.za
	Eligibility	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contract grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4 CE or higher class of construction work, are eligible to submit tenders. Joint Ventures are eligible to submit tenders provided that: 1. Every member of a joint venture is registered with the CIDB within 10 days of the closing date of tenderers; 2. The lead partner has a contractor grading designation in the 4 CE or Higher class of construction work; and 3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation in accordance with the sum tendered for a 4 CE or Higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.
F.2.2	Cost of Tendering	The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
F.2.7	Clarification meeting	No arrangements for a compulsory clarification meeting
F.2.8	Seek clarification	Replace the clause with the following: <i>Request clarification of the tender documents, if necessary, by notifying the employer at least five(5) working days before the closing time stated in the tender data.</i>
F.2.9	Insurance	Add the following to the clause <i>Accept that the submission of a tender shall be construed as an acknowledgement by the tenderer that he is satisfied with, where applicable, the insurance cover the employer will affect under the contract.</i>
F.2.12	Alternative tender offers	No alternative tender offers will be considered.
F.2.13	Submitting a tender offer	The whole original bid document, as issued by the Bojanala Platinum District Municipality , shall be submitted. No copies will be accepted. Bids may only be submitted on the Bid documentation issued by the Bojanala Platinum District Municipality .

TENDER NO.	BPDM/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25				
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CLAUSE NUMBER	TENDER DATA
F.2.134	The Tenderer shall sign the original and all copies of the tender offer here 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. Add the following to the clause <i>Only authorised signatories may sign the original and all copies of the tender offer where required.</i> <i>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</i> <i>In the case of a COMPANY submitting a tender, include a copy of a resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company.</i> <i>In the case of a CLOSE CORPORATION submitting a tender, include a copy of a resolution by its members authorising a member or other official of the corporation to sign the documents on each member's behalf.</i> <i>In the case of a PARTNERSHIP submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such authorisation shall be included in the Tender.</i> <i>In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include a resolution of each company of the joint venture together with a resolution by its members authorising a member of the joint venture to sign the documents on behalf of the joint venture.</i>
F.2.13.5	The identification details are: Tender Reference: BPDM/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25 Tender Description: DRILLING AND EQUIPPING OF BOREHOLES IN REAGILE EXTENSION 8, KOSTER, NORTH WEST PROVINCE Closing Time: 14:00 pm Closing Date: 07 March 2025 Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be placed in the tender box available at the offices located at: BOJANALA PLATINUM DISTRICT MUNICIPALITY CNR BEYERS & FATIMA BHAYAT DRIVE RUSTENBURG 0300
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed offers will not be accepted
F.2.15 Closing time	The closing time for submission of tender offers is stated in the tender notice and invitation to tender.
F.2.16 Tender offer validity	The tender offer validity period is 90 days. Add the following new clause

TENDER NO.	BPDM/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25				
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CLAUSE NUMBER		TENDER DATA
F.2.16.5		<i>If the tender validity period expires on a Saturday, Sunday or public holiday, the tender offer shall remain valid and open for acceptance until closure of business on the following working day.</i>
F.2.18	Provide other material	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.
F2.20	Submit securities, bonds, policies, etc.	During the appointment process, tenderer will be required to submit all securities, performance bonds and guarantees from an approved insurer included in Section C1.3 of this procurement document.
F2.23	Certificates	Refer to part T2 of this procurement document for a list of the documents that are to be returned with the tender.
F2.24	Canvassing and obtaining of additional information by tenderers	Add the following new clause <i>The tenderer shall not make any attempt either directly or indirectly to canvass any of the Employers' 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.</i> <i>The tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</i>
F2.25	Prohibitions on awards to persons in service of the state	Add the following new clause <i>The Employer is prohibited to award a tender to a person -</i> <i>who is in the service of the state; or</i> <i>if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</i> <i>a person who is an advisor or consultant contracted with the municipality or municipal entity.</i> In the service of the state means to be - <i>a member of: -</i> <i>any municipal council;</i> <i>any provincial legislature; or</i> <i>the National Assembly or the National Council of Provinces;</i> <i>a member of the board of directors of any municipal entity;</i> <i>an official of any municipality or municipal entity;</i> <i>an employee of any national or provincial department;</i> <i>provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</i> <i>a member of the accounting authority of any national or provincial public entity; or</i> <i>an employee of Parliament or a provincial legislature.</i> 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.
F2.26	Awards to close family members of persons in the service of the state	Add the following new clause <i>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause F2.25), or has been in the service of the state in the previous twelve months, including -</i> <i>the name of that person;</i> <i>the capacity in which that person is in the service of the state; and</i> <i>the amount of the award.</i>

TENDER NO.	BPDM/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25				
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CLAUSE NUMBER	TENDER DATA
	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.
F.2.28 Tax	Add the following new clause <i>A valid tax clearance certificate must be submitted during the appointment process.</i> <i>In the case of a Joint Venture/Consortium the tax clearance certificate must be for the Joint Venture/Consortium and individual tax clearance certificates for the members of the Joint Venture/Consortium are not acceptable.</i>
F.3.1 Respond to requests from the tenderer	The employer will respond to requests for clarification up to five 5 working days before the tender closing time.
F.3.4 Opening of tender submissions	Tenders will be opened immediately after the closing time for tenders
F 3.9.1 Arithmetical Errors	Delete paragraphs (b) and (c) of Cl. F.3.9.1 and replace with: b) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the tender offer will be corrected by the Employer in determining the Contract Price. c) Where there is an error in addition, either as a result of other corrections required by this checking process or in the Bidder's addition of prices, such error will be corrected by the Employer in determining the Contract Price. d) The Contract Price for the completed Contract shall be computed from the actual quantities of authorised work done and compliant with the Contract Data, valued at rates contracted against the respective items in the bill of quantities, schedule of Quantities or schedule of rates and shall include such authorised Provisional Sums and items of extra work as have become payable in terms of the Contract Data.
F.3.13 Acceptance of Tender Offer	Tender offers will only be accepted if: a.) The bidder has in his or her possession a Valid Central Supplier Database (CSD) number; b.) The tenderer is able to produce a valid Tax Clearance Certificate issued by the South African Revenue Service; c.) The tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Section C1.3 of this procurement document; d.) The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. e.) The tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges; f.) The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; g.) The tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. h.) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;

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CLAUSE NUMBER	TENDER DATA
	i.) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; j.) The employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
F.3.11.3 Method 4: Functionality, Price and Preference	The procedure for the evaluation of responsive tenders is Method 4 80/20 Preference Point System shall be used for scoring the bidders. Price = 80, Specific Goals = 20 In the case of a functionality, price and preference: 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data. 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation. 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below. The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included): $Ps = 80 \left(1 - \frac{Pt - P \min}{P \min} \right)$ Where <i>Ps</i> = Points scored for comparative price of tender or offer under consideration; <i>Pt</i> = Comparative price of tender or offer under consideration; and <i>Pmin</i> = Comparative price of lowest acceptable tender or offer. (4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate: 4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the Specific Goals status level of contributor in accordance with the table below:

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CLAUSE NUMBER	TENDER DATA																					
	<table><tr><th>The specific goals allocated points in terms of this tender</th><th>Number of points allocated (80/20 system) (To be completed by the organ of state)</th><th>Number of points claimed (80/20 system) (To be completed by the tenderer)</th></tr><tr><td></td><td>20</td><td>20</td></tr><tr><td>Locality (within Bojanala)</td><td>10</td><td></td></tr><tr><td>People with Disability (PwD) Ownership (20% or more)</td><td>2</td><td></td></tr><tr><td>Gender Women</td><td>2</td><td></td></tr><tr><td>Youth</td><td>6</td><td></td></tr><tr><td>TOTAL</td><td>20</td><td></td></tr></table> 4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b) (4)(d) The points scored by tender in respect of Specific Goals contribution contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a). (4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)		20	20	Locality (within Bojanala)	10		People with Disability (PwD) Ownership (20% or more)	2		Gender Women	2		Youth	6		TOTAL	20	
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)																				
	20	20																				
Locality (within Bojanala)	10																					
People with Disability (PwD) Ownership (20% or more)	2																					
Gender Women	2																					
Youth	6																					
TOTAL	20																					
F.3.1.7 Scoring financial offers	Score the financial offers of remaining responsive tender offers using the following formula: $N_{FO} = W_1 \times A$ where: N_{FO} is the number of tender evaluation points awarded for the financial offer. W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data. A is a number calculated using the formula and option described in F.1 as stated in the Tender Data. <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1</th><th>Option 2</th></tr><tr><td>1</td><td>Highest price or discount</td><td>$A = (1 + \frac{(P - P_m)}{P_m})$</td><td>$A = P / P_m$</td></tr><tr><td>2</td><td>Lowest price or percentage commission / fee</td><td>$A = (1 - \frac{(P - P_m)}{P_m})$</td><td>$A = P_m / P$</td></tr></table> where: Pm = the comparative offer of the most favourable tender offer.	Formula	Comparison aimed at achieving	Option 1	Option 2	1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$	2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$									
Formula	Comparison aimed at achieving	Option 1	Option 2																			
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$																			
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$																			

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CLAUSE NUMBER		TENDER DATA																														
		P = the comparative offer of tender offer under consideration.																														
F.3.13.8	Scoring preferences	Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.																														
F.3.17	Copies of Contract	The Employer shall provide one signed copy of contract to the successful Tenderer.																														
Evaluation process & Criteria	Evaluation Criteria	The following evaluation process and criteria will be used to evaluate all bids submitted: 1. Functionality-Phase 1 (100 points allocation) The bidders who complied administratively are considered for further evaluation on ability to execute the project. A panel of members will be appointed to adjudicate the bids. The actual individual scoring awarded by each of the panel members will be completed on individual score sheets per bid and signed by the panel member. The evaluation of the service providers would be on the basis of Functionality 75 of 100. The assessment of functionality will be done in terms of the evaluation criteria and minimum threshold as specified. A bid will be disqualified if it fails to meet the minimum threshold of 75 for functionality as per the bid invitation																														
		<table><tr><th colspan="5">FUNCTIONALITY SCORECARD</th></tr><tr><th rowspan="2">CRITERIA</th><th colspan="4">PREVIOUS COMPANY EXPERIENCE</th></tr><tr><th colspan="2">SCORING CRITERIA</th><th>POINTS</th><th>SCORED POINTS</th></tr><tr><td rowspan="5">Number of completed projects related to water reticulation projects with a minimum value R3 000 000.00 by the company. Failure to submit the required Appointment Letters & Final Completion Certificate from the Client will result in the bidder getting zero points.</td><td rowspan="4">(MAX 40 Points) Completion certificates must be signed by all parties namely: The Employer, Engineer and the Contractor (certificates that is not signed by all relevant parties will result in the bidder forfeiting points).</td><td>5 and more related water reticulation projects completed above R3 000 000.00 by the company;</td><td>40</td><td></td></tr><tr><td>4 related water reticulation projects completed above R3 000 000.00 by the company;</td><td>30</td><td></td></tr><tr><td>3 related water reticulation projects completed above R3 000 000.00 by the company;</td><td>20</td><td></td></tr><tr><td>2 related water reticulation projects completed above R3 000 000.00 by the company;</td><td>10</td><td></td></tr><tr><td colspan="2">TOTAL SCORE</td><td>40</td><td></td></tr></table>	FUNCTIONALITY SCORECARD					CRITERIA	PREVIOUS COMPANY EXPERIENCE				SCORING CRITERIA		POINTS	SCORED POINTS	Number of completed projects related to water reticulation projects with a minimum value R3 000 000.00 by the company. Failure to submit the required Appointment Letters & Final Completion Certificate from the Client will result in the bidder getting zero points.	(MAX 40 Points) Completion certificates must be signed by all parties namely: The Employer, Engineer and the Contractor (certificates that is not signed by all relevant parties will result in the bidder forfeiting points).	5 and more related water reticulation projects completed above R3 000 000.00 by the company;	40		4 related water reticulation projects completed above R3 000 000.00 by the company;	30		3 related water reticulation projects completed above R3 000 000.00 by the company;	20		2 related water reticulation projects completed above R3 000 000.00 by the company;	10		TOTAL SCORE	
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	TOTAL SCORE		40																													

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CLAUSE NUMBER	TENDER DATA					
	CRITERIA	PERSONNEL QUALIFICATIONS, PROFESSIONAL MEMBERSHIP & EXPERIENCE				
	KEY STAFF (Max 30 Points) 2.1 Academic Qualification / Specific Personal Knowledge Certified copies of academic qualification certificates need to be attached for functionality points scoring otherwise no points will be allocated. NB: Those with international qualifications must attach the SAQA credit certificates and Work Permit/ Certified SA Citizenship	SCORING CRITERIA (Academic Qualifications)		POINTS	SCORED POINTS	
		CONTRACTS MANAGER (MAX 07 Points) Must be based on site for the project duration. A Construction Manager with Civil Engineering experience, before and after professional registration will be assessed as follows:	Minimum qualification in Civil Engineering, i.e. Engineering degree (B Eng./BSC/ B Tech) (3points) 5 years and more experience (4 points) 2 years' experience (2 points) Less than 2 years' experience (1 point)	07 pts 3 4 2 1		
			➤ Minimum qualification in Civil Engineering, i.e. engineering diploma (National Diploma / National Higher Diploma) (2 points) ➤ 5 years and more experience (3 points) ➤ 2 years' experience (2 points) ➤ Less than 2 years' experience (1 points)	05pts 02 03 02 01		
			TOTAL		07	
			SITE AGENT (MAX 10 Points) Must be based on site for the duration of a project. A Site Agent with Water reticulation experience, before and after professional registration, will be assessed as follows:	➤ Minimum qualification in Civil Engineering degree (B-Tech Eng./ BSC Eng.) (5 points); ➤ 5 years and more experience (5 points); ➤ 2 years' experience (3 points); ➤ Less than 2 years' experience (1 points) ;	10pts 05 05 03 01	

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CLAUSE NUMBER	TENDER DATA				
			➤ Minimum qualification in Civil Engineering, i.e. engineering diploma (National Diploma / National Higher Diploma (2 point)) ➤ 5 years and more experience (5 points) ➤ 2 years' experience (2 points) ➤ Less than 2 years' experience (1 point)	07pts 02 05 02 01	
			TOTAL	10	
		FOREMAN (MAX 07 Points) Must be permanently based on site for the duration of the project. A Site Foreman with Water reticulation experience before or after qualification will be assessed as follows:	➤ Minimum qualification in Built Environment, (N6) 4 points ➤ 5 years and more experience (3 points)	07pts 4.0 3.0	
			➤ Minimum qualification in Built Environment, (N3) 1 points ➤ 3 - 5 years' experience (2 points)	03pts 1.0 2.0	
			TOTAL	07	
		SAFETY OFFICER (MAX 06 Points) Safety Officer registered as a construction health and safety officer with SACPCMP permanently based on the site for the duration of a project. The safety office with Civil Engineering experience before or after professional registration, will be assessed base on the following:	➤ Minimum qualification in Safety, i.e. B-Degree (02 points) ➤ Registered with council SACPCMP (02 points) ➤ 5 years and more experience (02 points)	06pts 02 02 02	
			➤ Minimum qualification in Safety i.e. Diploma (02 points) ➤ Candidate with council SACPCMP (01 points) ➤ 3 – 4 years' experience (01 point)	04pts 02 01 01	
			TOTAL	06	
		TOTAL SCORE		30	

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CLAUSE NUMBER	TENDER DATA		
	(Failure to submit proof of the bank rating from the relevant bank will result in the bidder getting zero points) (Max 10 Points)	BANK RANKING	
		SCORING CRITERIA	POINTS
		R 200 000.00 and above	10
		R 66 601.00 – R 199 000.00	6
		R 0 – R 66 000.00	2
		TOTAL BANK RANKING	10

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BIDDER WITNESS EMPLOYER WITNESS					

CLAUSE NUMBER	TENDER DATA				
	CRITERIA	PREVIOUS COMPANY EXPERIENCE			
	Number of completed projects related to civil engineering construction with a minimum value R3 000 000.00 by the company. Failure to submit the required Appointment Letters & Final Completion Certificate from the Client will result in the bidder getting zero points.	SCORING CRITERIA		POINTS	SCORED POINTS
		(MAX 20 Points)	4 and more related civil engineering projects completed above R3 000 000.00 by the company;	20	
		Completion certificates must be signed by all parties namely: The Employer, Engineer and the Contractor (certificates that is not signed by all relevant parties will result in the bidder forfeiting points). Note that, 1 completed projects with final completion certificates and appointment letters will be assessed as Water reticulation related projects with a minimum of R3 000 000.00 will be assessed as follows:	3 related civil engineering projects completed above R3 000 000.00 by the company;	15	
			2 related civil engineering projects completed above R3 000 000.00 by the company;	10	
	TOTAL SCORE		20		
	TOTAL SCORED POINTS FOR FUNCTIONALITY				
	TOTAL POINTS FOR FUNCTIONALITY				100

2. Points Awarded for Price and Specific Goals

Points Awarded for Price and Specific Goals, where the responsive bids will be evaluated on 80/20 Preference point system, i.e. 80 will be for price (Ps) and 20 points for Specific Goals.

2.1 Price

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

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

Where

Ps	=	Points scored for price of bid under consideration
Pt	=	Price of bid under consideration
Pmin	=	Price of lowest acceptable bid

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CLAUSE NUMBER	TENDER DATA																					
	2.2 Points Awarded for Specific Goals 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: 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. <table><tr><th>The specific goals allocated points in terms of this tender</th><th>Number of points allocated (80/20 system) (To be completed by the organ of state)</th><th>Number of points claimed (80/20 system) (To be completed by the tenderer)</th></tr><tr><td></td><td>20</td><td>20</td></tr><tr><td>Locality (within Bojanala)</td><td>10</td><td></td></tr><tr><td>People with Disability (PwD) Ownership (20% or more)</td><td>2</td><td></td></tr><tr><td>Gender Women</td><td>2</td><td></td></tr><tr><td>Youth</td><td>6</td><td></td></tr><tr><td>TOTAL</td><td>20</td><td></td></tr></table>	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)		20	20	Locality (within Bojanala)	10		People with Disability (PwD) Ownership (20% or more)	2		Gender Women	2		Youth	6		TOTAL	20	
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)																				
	20	20																				
Locality (within Bojanala)	10																					
People with Disability (PwD) Ownership (20% or more)	2																					
Gender Women	2																					
Youth	6																					
TOTAL	20																					
	3. Mandatory/Administrative Compliance-Phase 1																					

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CLAUSE NUMBER	TENDER DATA
	All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.

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		BIDDER	WITNESS	EMPLOYER	WITNESS

T1.3 STANDARD CONDITIONS OF TENDER

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F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation which:
 - i) Someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) An individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) Incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **Comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis.
- c) **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

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

F.1.4 Communication and employer's agent

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

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

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

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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

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

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have

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been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary

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apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

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

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) 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.

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

F.2.13 Submitting a tender offer

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

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

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated

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in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

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

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

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

F.2.13.8 Accept that the employer 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.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

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

F.2.16 Tender offer validity

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

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, test and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

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F.3.8 Test for responsiveness

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

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

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

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

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F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- Rank tender offers from the most favourable to the least favourable comparative offer.
- Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

- Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- Rank tender offers from the highest number of tender evaluation points to the lowest.
- Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

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- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preference

In the case of a financial offer, quality and preference:

- a) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_P + N_Q$$

where N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9

- b) Rank tender offers from the highest number of tender evaluation points to the lowest.
- c) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- d) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.6 Decimal places

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

F.3.11.7 F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring quality

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

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

$$N_Q = W_2 \times \frac{S_o}{M_s}$$

where S_o is the score for quality allocated to the submission under consideration;
 M_s is the maximum possible score for quality in respect of a submission; and
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

- addenda issued during the tender period,

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- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

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

F.3.15 Complete adjudicator's contract

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

F3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

TENDER NO.	BPDM/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25				
------------	--	--	--	--	--

TENDER NO.	BPDM/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25				
------------	--	--	--	--	--

BIDDERWITNESSEMPLOYERWITNESS

PART T2
RETURNABLE DOCUMENTS
Yellow pages x 86

PART T2: RETURNABLE DOCUMENTS

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Employer

Witness 1

Witness 2

T2. LIST OF RETURNABLE DOCUMENTS

1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

- 1.1 Schedule 1 : Resolution of Board of Directors (authority to signed)
- 1.2 Schedule 2 : Resolution of Board of Directors to enter into consortia or JV's
- 1.3 Schedule 4 : Schedule of proposed sub-contractors
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2 COMPULSORY MUNICIPAL BID DOCUMENTATION

- 2.1 MBD 4 : Declaration of interest
- 2.2 MBD 5 : Declaration for procurement above R10-million
- 2.3 MBD 6.1 : Preference certificate
- 2.4 MBD 6.2 : Declaration of Local Content and relevant Annexures
- 2.5 MBD 7.1 : Contract form for purchase of goods / works
- 2.6 MBD 7.2 : Contract form for rendering of Services
- 2.7 MBD 8 : Declaration of bidder's past supply chain management practices
- 2.8 MBD 9 : Certificate of Independent Bid Determine

SCHEDULE 1

RESOLUTION OF BOARD OF DIRECTORS

Resolution of a meeting of the Board of *Directors / Members / Partners of:

		(Enterprise Name)
Held at	(place)	
On	(date)	

RESOLVED that:

1.	The enterprise submits a bid / tender to the Madibeng Local Municipality in respect of the following project: TENDER: BPDm/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25 – DRILLING AND EQUIPPING OF BOREHOLES IN REAGILE EXTENSION 8, KOSTER, NORTH WEST PROVINCE	
2.	Mr/Mrs/Ms	
	in his/her capacity a:	(Position in the Enterprise)
	and who will sign as follows:	(Authorized Signature)
be, and is hereby, authorized to sign the bid / tender, and any and all other documents and/or correspondence in connection with and relating to the bid /tender, as well as to sign any contract, and any and all documentation, resulting from the award of the bid / tender to the enterprise mentioned above.		

Directors / Members / Partners of:

	Name	Capacity	Signature
1			
2			
3			

Note:

1. * Delete which is not applicable

2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise

3. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page

4. If no stamp the enterprise can sign on the stamp box

ENTERPRISE STAMP

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SCHEDULE 2

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

Resolution of a meeting of the Board of *Directors / Members / Partners of:

		(Enterprise Name)
Held at	(place)	
On	(date)	

RESOLVED that:

1.	The enterprise submits a bid / tender, in consortium / joint venture with the following enterprises:	
	(List all the legally correct full names and registration numbers, if applicable, of the enterprises forming the consortium / joint venture)	
	To the to the Madibeng Local Municipality in respect of the following project	
	TENDER: BPDM/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25 – DRILLING AND EQUIPPING OF BOREHOLES IN REAGILE EXTENSION 8, KOSTER	
2.	Mr/Mrs/Ms	
	in his/her capacity as	(Position in the Enterprise)
	and who will sign as follows	(Authorized Signature)
2.1	be, and is hereby, authorized to sign a consortium / joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium / joint venture, in respect of the project described under item 1 above.	
2.2	The enterprise accepts joint and several liability with the parties listed under item 2 above for the due fulfillment of the obligations of the joint venture deriving from, and in any way connected with, the contract to be entered into with the department in respect of the project described under item 1 above.	
2.3	The enterprise chooses as its <i>domicilium citandi et executandi</i> for all purposes arising from this joint venture agreement and the contract with the department in respect of the project under item 1 above	
	i) Physical address	
	ii) Postal address	
		(Code)
	iii) Telephone number	
	iv) Fax Number	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE 3

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

Directors / Members / Partners of:

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1.

Delete which is not applicable

2.

NB. This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise

3.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page

Enterprise Stamp

SCHEDULE 4

SCHEDULE OF PROPOSED SUB-CONTRACTORS

We notify you that it is our intention to employ the following sub-contractors for work in this contract. If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed sub-consultants in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. We agree we will not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for such preference.

	Name and address of proposed sub-contractor	Nature and extent of work	Previous experience with sub-contractor
1			
2			
3			
4			
5			

NAME OF REPRESENTATIVE	SIGNATURE	CAPACITY	DATE

NAME OF ORGANIZATION	
----------------------	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE 5

COMMITMENTS OF TENDERER

Kindly provide particulars of commitments which the tenderer is presently engaged and/or involved with:

Current Projects / Contract		Organization	Contact Person Name	Contact Tel. No.	Contract Amount	Contract Period	Date of Commence- ment	Scheduled Date of Completion
1.								
2.								
3.								
4.								
5.								

NAME OF REPRESENTATIVE	SIGNATURE	DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE 6

RECORD OF ADDENDA TO TENDER DOCUMENTS

I / we confirm that the following communications received from the Bojanala Platinum District Municipality before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:
(Attach additional pages if more space is required)

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

I / we confirm that no communications were received from the Bojanala Platinum District Municipality before the submission of this tender offer, amending the tender documents.

NAME OF REPRESENTATIVE	SIGNATURE	DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE 7

CLARIFICATION MEETING ATTENDANCE CERTIFICATE

Signed attendance register to be used to confirm attendance of tenderers to the compulsory briefing session.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE 8

COMPULSORY ENTERPRISE QUESTIONNAIRE

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: Particulars of sole proprietors and partners in partnerships

No	Name*	Identity Number*	Personal Income Tax Number*
3.1			
3.2			
3.3			

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

Section 4: Particulars of companies and close corporations

4.1	Company Registration number	
4.2	Close corporation number	
4.3	Tax reference number	

Section 5: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

A member of any municipal council	☐	An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public finance Management Act, 1999 (Act 1 of 1999)	☐
A member of any provincial legislation	☐	A member of an accounting authority of any national or provincial public entity	☐
A member of the National Assembly or the National Council of Province	☐	An employee of Parliament or a provincial legislature	☐
A member of the board of directors of any municipal entity	☐	An official of any municipality or municipal entity	☐

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Name of sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

Section 6: Records of spouses, children and parents in the service of the state

Indicate by making the relevant boxes with a cross, if any spouses, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

A member of any municipal council		An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management act, 1999 (act 1 of 1999)	
A member of any provincial legislature		A member of an accounting authority of any national or provincial public entity	
A member of the National Assembly or the National Council of Province.		An employee of Parliament or a provincial legislature	
A member of the board of directors of any municipal entity		An official of any municipality or municipal entity	

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

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

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- 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.
- 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 frauds or corruption;
- 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
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Note: insert separate page if necessary

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
CAPACITY	DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE 9

CLEARANCE CERTIFICATE FOR WATER & LIGHTS

Section 45(1)(d) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.

The purpose of this schedule is to obtain proof that municipal services, rates and taxes of the service provider are not in arrears for more than three months, with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business.

Each bidder must complete the below checklist. Important: if you fail to complete this form, the bid will be non-responsive. (Please tick with **X** where appropriate):

QUESTIONS		YES	NO
1.	Do you own a property?		
2.	Do you receive a municipal rates account?		
3.	Is your municipal rates and taxes account up to date / current (not in arrears for more than three months)?		
4.	If yes, provide the following details:		
4.1	▪ Municipality name		
4.2	▪ Municipal account number		
5.	If yes, please attach proof in the form of the original or certified copy of the bidder's municipal rates and taxes account not older than 3 months		
6.	Does the bidder lease / rent the property where the business is situated?		
7.	If yes, provide the following details:		
7.1	▪ Landlord name		
7.2	▪ Address property is situated		
7.3	▪ Contact number of landlord		
8.	Please attach the copy of the lease agreement signed by the landlord / lessor and the tenant / lessee as proof		
I, (Insert full name)			
of (insert physical address)			
being a Director, Principal Shareholder, owner of company (Insert company name)			
Hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge			
SIGNATURE			

*** IMPORTANT: IF YOU FAIL TO COMPLETE THIS FORM, PLEASE REGARD YOUR QUOTE OR TENDER AS NON RESPONSIVE**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE 10

NOTICE OF SUPPLY CHAIN MANAGEMENT CENTRAL SUPPLIER DATABASE REGISTRATION

Par 14(1)(a) of the municipal supply chain management policy states that the municipality must keep a list of accredited prospective providers of goods and services that must be used for the procurement requirements.

The purpose of this notice is to obtain proof that the service provider is registered on the Central Supplier Database.
Registration is COMPULSORY in order to conduct business with Madibeng Local Municipality.
The database will be used to verify the accreditation of a supplier before an award can be made.

Each bidder must complete the below checklist (please tick with an X where appropriate).

QUESTIONS		YES	NO
1.	Is your company registered on the Central Supplier Database?		
2.	If yes, provide the following details:		
2.1	CSD registration number		
2.2	Unique CSD number		
3.	Enquiries related to par. 2.1 and 2.2 can be made to Mr. S.Madlala at (012) 318 9624/9335/9125		
4.	If no, please register on Central Supplier Database ,website, www.csd.gov.za , before submitting tender document		
I, (insert full name)			
of (insert physical address)			
being a Director, Principal Shareholder, owner of company (insert company name)			
hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge			
SIGNATURE			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2 COMPULSORY MUNICIPAL BID DOCUMENTS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1. TAX COMPLIANCE REQUIREMENTS

- Bidders must ensure compliance with their tax obligations.
- Bidders are required to submit their unique personal identification number(PIN) issued by SARS to enable Organ of state to view the taxpayer's profile and tax status.
- Application for the tax compliance status (TCS) certificate or PIN may 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
- Foreign suppliers have must complete the pre-award questionnaire in part 2.
- Bidders may also submit a printed TCS certificate together with the bid.
- In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
- Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|---|----------|
| 1. Is the entity a resident of the Republic of South Africa? | YES / NO |
| 2. Does the entity have a branch in the RSA? | YES / NO |
| 3. Does the entity have a permanent establishment in the RSA? | YES / NO |
| 4. Does the entity have any source of income in RSA? | YES / NO |
| 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 SARS AND IF NOT REGISTER AS PER 1.3. ABOVE)

NB: Failure to provide any of the above particulars may render the bid invalid.

.....	
Signature of Bidder	Date

.....
Capacity under which this bid is signed

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
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.

No.	Information	Please provide detail	
3.1	Full name of bidder or his or her representative		
3.2	Identity number		
3.3	Position occupied in the company (director, trustee, shareholder ²)		
3.4	Company registration number		
3.5	Tax reference number		
3.6	VAT registration number		
Note	<i>(The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.)</i>		
3.7	Are you presently in the service of the state?	Yes	No
	If yes, please furnish particulars :		
3.7.1	Name of director		
3.7.2	Service of state organization		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.8	Have you been in the service of the state for the past twelve months?		Yes	No
If yes, please furnish particulars :				
3.8.1	Name of director			
3.8.2	Service of state organization			
3.9	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
If yes, please furnish particulars :				
3.9.1	Name of person in the service of state			
3.9.2	Relationship			
3.10	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
If yes, please furnish particulars :				
3.10.1	Name of person in the service of state			
3.10.2	Relationship			
3.11	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?		Yes	No
If yes, please furnish particulars :				
3.11.1	Name of director			
3.11.2	Service of state organization			
3.12	Is any spouse, child or parent of the company's director trustees, managers, principle shareholders or stakeholders in service of the state?		Yes	No
If yes, please furnish particulars:				
3.12.1	Name of director			
3.12.2	Name of relative			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.12.3	Relationship		
3.13	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
	If yes, please furnish particulars:		
3.13.1	Name of director		
3.13.2	Related company		
Note:	SCM Regulations: “1In 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.		

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

Full Name	Identity Number	State Employee Number

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5. I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**DECLARATION FOR PROCUREMENT ABOVE R10-MILLION
(ALL APPLICABLE TAXES INCLUDED)**

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

		Tick applicable box	
1.	By law you are required to prepare annual financial statements for auditing?	Yes	No
1.1	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.	Yes	No
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months 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 any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.	Yes	No
2.2	If yes, provide 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, provide 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, provide particulars:		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATION

I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R30 000 to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

a) The value of this bid is estimated to exceed not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

b) The 80/20 preference point system will be applicable to this tender

1.2 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Empowerment Act, 2003 (Act No. 53 of 2003);

- (e)
- (f) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (g) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (h) **“prices”** includes all applicable taxes less all unconditional discounts;
- (i) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (j) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (k) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

Witness 2

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

The specific goals allocated points in terms of this tender	Number of points (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locality (with Bojanala)	10	
People with Disability (PWD) Ownership (20% or more)	2	
Gender Women	2	
Youth	6	
TOTAL	20	

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Specific Goals must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
---	-----	-----

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

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

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

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

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

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Note: VAT to be excluded from all calculations

Annexure C

(C7)	Specified local content %
------	---------------------------

GBP

(C24) Total local content

11

Witness 2

Date: _____

(C25) Average local content % of tender _____

Annexure D

Imported Content Declaration – Supporting Schedule to Annex C

(D1)Tender No.		Note: VAT to be excluded from all calculations					
(D2)Tender Description							
(D3)Designated Products							
(D4)Tender Authority							
(D5)Tendering Entity Name							
(D6)Tender Exchange Rate							
		Pula		EU		GBP	

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
This total must correspond with Annex C - C 21									(D19) Total exempt imported value		

B. Imported directly by the Tenderer				Calculation of imported content						Summary	
--------------------------------------	--	--	--	---------------------------------	--	--	--	--	--	---------	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32)Total imported value by tenderer											

C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											

B. Imported directly by the Tenderer			Calculation of foreign currency payments			Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange		Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)		(D51)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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Part T2: Page 34 of 81

Annexure E

SATS 1286.2011

Local Content Declaration - Supporting Schedule to Annex C

Tender description: Designated products: Tender Authority: Tendering Entity name:		<u>Note:</u> VAT to be excluded from all calculations	
Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
		(E9) Total local products (Goods, Services and Works)	

Manpower costs	(E10)(Tenderer's manpower cost)	
Factory overheads	(E11)(Rental, depreciation & amortisation, utility costs, consumables etc.)	
Administration overheads and mark-up	(E12)(Marketing, insurance, financing, interest etc.)	
	(E13) Total local content	
Signature of tenderer from Annex B		This total must correspond with Annex C - C24

Date:

The guidance document can be found at: www.dti.gov.za/industrial_development/docs/ip/guideline.pdf

MBD 7.1

CONTRACT FORM – PURCHASE OF GOODS / WORKS

THIS FORM MUST BE FILLED BY BOTH THE SERVICE PROVIDER (PART 1) AND THE EMPLOYER / MUNICIPALITY (PART 2) AND SIGNED IN THE ORIGINAL.

PART 1 (TO BE FILLED IN BY THE BIDDER)

- 3 I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to Madibeng Local Municipality in accordance with the requirements and task directives / proposals specifications stipulated in bid number TBC at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Employer / Municipality during the validity period indicated and calculated from the closing date of the bid.
1. The following documents shall be deemed to form and be read and construed as part of this agreement:
- 2.1 Bidding documents, viz
- Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical specification(s)
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
- 1.2 General Conditions of Contract;
- 1.3 Other (specify)
2. 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.
3. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5. I confirm that I am duly authorized to sign this contract.

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY
WITNESSES: (SIGNATURE)	DATE
1.	
2.	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 7.1

CONTRACT FORM – PURCHASE OF GOODS / WORKS

PART 2 (TO BE FILLED IN BY THE EMPLOYER / MUNICIPALITY)

1. I _____ in my capacity _____
as _____ accept your bid under _____
reference number TBC dated _____
for the rendering of services hereunder and/or further specified in the annexures.

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, subject to the National Treasury’s Central Supplier Database reflecting your tax status as compliant.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	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	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY
WITNESSES: (SIGNATURE)	OFFICIAL STAMP
1.	
2.	

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN BY BOTH THE SERVICE PROVIDER (PART 1) AND THE EMPLOYER / MUNICIPALITY (PART 2) AND SIGNED IN THE ORIGINAL.

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

I hereby undertake to render the services as described in the attached bidding documents to Madibeng Local Municipality in accordance with the requirements and task directives / proposals specifications stipulated in bid number **BPDM/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25 – DRILLING AND EQUIPPING OF BOREHOLES IN REAGILE EXTENSION 8, KOSTER** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Employer / Municipality during the validity period indicated and calculated from the closing date of the bid.

1. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - 2.1 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;
 - Service Level Agreement
 - 1.2 General Conditions of Contract;
 - 1.3 Other (specify)
2. 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.
3. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
5. I confirm that I am duly authorized to sign this contract.

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY
WITNESSES: (SIGNATURE)	DATE
1.	
2.	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE EMPLOYER / MUNICIPALITY)

I _____ in my capacity
as _____ accept your bid under
reference number _____ dated _____
for the rendering of services hereunder and/or further specified in the annexures.

- 1. An official order indicating service delivery instructions is forthcoming.
- 2. 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, subject to the National Treasury's Central Supplier Database reflecting your tax status as compliant.

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

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

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY
WITNESSES: (SIGNATURE)	OFFICIAL STAMP
1.	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 8

DECLARATION OF BIDDERS 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:
 - 3.1 abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - 3.2 been convicted for fraud or corruption during the past five years;
 - 3.3 willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 3.4 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 <i>audi alteram partem</i> 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:		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, the undersigned 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.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**TENDER: BPDM/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25 – DRILLING AND EQUIPPING
OF BOREHOLES IN REAGILE EXTENSION 8, KOSTER, NORTH WEST PROVINCE.**

in response to the invitation for the bid made by:

NAME OF MUNICIPALITY / MUNICIPAL ENTITY

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

I certify, on behalf of:

NAME OF REPRESENTATIVE

that:

1. I have read and I understand the contents of this certificate.
2. I understand that the accompanying bid will be disqualified if this certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder.
5. For the purposes of this certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. Has been requested to submit a bid in response to this bid invitation;
 - b. Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. Provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

6. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- 7.1 Prices;
 - 7.2 Geographical area where product or service will be rendered (market allocation);
 - 7.3 Methods, factors or formulas used to calculate prices;
 - 7.4 The intention or decision to submit or not to submit a bid;
 - 7.5 The submission of a bid which does not meet the specifications and conditions of the bid;
or
 - 7.6 Bidding with the intention not to win the bid.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
8. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- ³ **Joint venture or consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

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Witness 2

Government PROCUREMENT: General Conditions of Contract

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

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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.

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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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "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, 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 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

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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 ancillary 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

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		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 contract documents and information; inspection.	5.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished 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 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.

7. Performance security	7.1	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
	7.2	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.
	7.3	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) 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 (b) a cashier's or certified cheque
	7.4	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.
8. Inspections, tests and analyses	8.1	All pre-bidding testing will be for the account of the bidder.
	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

analyzed 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 and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with 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.

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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- (d) 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
 - (e) 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:
 - (a) 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
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) 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

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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.

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| 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 fulfillment 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 amendments | 18.1 No variation in or modification of the terms of the contract shall be 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 contracts 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 supplier's performance | 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the 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 |

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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 canceling 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 for default

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

- (a) 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;
- (b) if the Supplier fails to perform any other obligation(s) under the contract or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 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.

23.3 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.

23.4 If a purchaser intends imposing a restriction on a supplier or any

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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.

- 23.5 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.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) 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
and countervailing
duties and rights**

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a 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 anti-dumping 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

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may be due to him

**25. Force
Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the 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
for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written 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
Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the 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
liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) 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

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		(b) 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 language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. 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 duties	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 Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement 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.

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Witness 1

Witness 2

- 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.

Its General Conditions of Contract (revised July 2010)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM RD.B.1 PROOF OF REGISTRATION WITH THE CIDB

1. Attach original or certified copy of CIDB registration certificate to this page.
2. In the case of a joint venture / consortium (excluding consulting engineering partners) parties must each attach original or certified copy of their CIDB registration certificate.

Firm	CRS Number	CIDB Grading	Lead Partner (Indicate with X)

Combined CIDB Grading for Joint Venture / Consortium:

(Calculator is available at <https://registers.cidb.org.za/common/jvcalc.asp>)

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM RD.B.2 COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the employer and the engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

(Tick applicable box)

1. Are your company familiar with the OHSA (ACT 85 of 1993) and its Regulations?	YES	NO
2. Who will prepare your company's Health and Safety Plan? Provide a copy of the person/s curriculum vitae/s or company profile.		
3. Do your company have a health and safety policy? If YES provide a copy.	YES	NO
4. How is this policy communicated to your employees? Provide supporting documentation.	YES	NO
5. Do your company keep record of safety aspects of each site where work is performed? If YES what records are kept?	YES	NO
6. Do your company conduct monthly safety meetings? If YES, who is the chairperson of the meeting, and attend these meetings?	YES	NO
7. Do your company have a safety officer in its employment, responsible for overall safety of your company? If YES, explain his duties and provide a copy of his CV	YES	NO
8. Do your company have trained first aid employees? If YES, indicate who.	YES	NO
9. Do your company have a safety induction training programme in place? If YES, provide a copy.	YES	NO

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

 Full name (in BLOCK letters): _____
 Signature: _____
 Date: _____

FORM RD.B.3 RECORD OF SERVICES PROVIDED TO ORGANS OF STATE

Tenderers are required to complete this record in terms of the Supply Chain Management Regulations issued in terms of the Municipal Finance Management Act of 2003.

Include only those contracts where the tenderer identified in the signature block below was directly contracted by the employer. Tenderers must not include services provided in terms of a sub-contract agreement.

Where contracts were awarded in the name of a joint venture and the tenderer formed part of that joint venture, indicate in the column entitled "Title of the contract for the service" that was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tender.

Complete the record or attach the required information in the prescribed tabulation

ALL SERVICES COMMENCED OR COMPLETED TO AN ORGAN OF STATE IN THE LAST FIVE YEARS				
	Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity.	Title of contract for the service	Value of contract for service incl. VAT (Rand)	Date completed (State current if not yet completed)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

(Attach additional pages if more space is required.)

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature: _____

Date: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM RD.B.4 SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of the major items of relevant equipment that I/we presently own/lease and will have available for this contract or will hire/acquire for this contract as proof of the requirements for Clause F.3.13 b) of the Conditions of Tender

Major equipment owned/leased that is immediately available for the execution of the works	
Quantity	Description, size, capacity etc.

(Attach additional pages if more space is required)

Major equipment that will be hired or acquired for the execution of the works	
Quantity	Description, size, capacity etc.

(Attach additional pages if more space is required)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM RD.B.5 SCHEDULE OF PROPOSED SUBCONTRACTORS

Note: The General Conditions of Contract prohibit the subcontracting of the whole contract.

	Name and address of proposed subcontractor	Nature and extent of work	Approximate percentage of contract value
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
(Attach additional pages if more space is required)			

FORM RD.B.6 EPWP STAFF FOR LABOUR INTENSIVE CONSTRUCTION WORKS

The tenderer shall, submit the names of all management, design and supervisory staff that will be employed to design and supervise the labour-intensive portion of the works together with satisfactory documentary evidence that such staff members satisfy the eligibility requirements.

CATEGORY OF EMPLOYEE	NAME OF EMPLOYEE	NQF LEVEL	LABOUR INTENSIVE SKILLS PROGRAM UNIT STANDARD TITLES	DATE COMPLETED	YEARS EXPERIENCE
Designer (NQF 7 Required)					
Administrator/ Site supervisor (NQF 5 Required)					
Site Agent/ Manager (NQF 5 Required)					
Foreman/ Supervisor (NQF 4 Required)					
Team leader/ Supervisor (NQF 2 Required)					

(Attach documentary proof to this page)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM RD.B.7 STATUS OF CONCERN SUBMITTING TENDER

1. General

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner, a joint venture/consortium or a co-operative

Public Company

Private Company

Closed Corporation

Partnership

Sole Proprietary

Joint Venture / Consortium

Co-operative

(Mark the appropriate option)

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

2. Information to be provided

If the Tendering Entity is a:		Documentation to be submitted with the tender
1	<u>Closed Corporation</u> , incorporated under the Close Corporation Act, 1984, Act 69 of 1984	CIPRO CK1 or CK2 (Certified copies of the founding statement) and list of members
2	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 53 (b))	Certified copies of: a) CIPRO CM 1 - Certificate of Incorporation b) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers c) Shareholders Certificates of all Members of the Company, plus a signed statement of the Company's Auditor, certifying each Member's ownership/shareholding percentage relative to the total.
3	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, shares are held <u>by another</u> Closed Corporation or company with, or without, share capital.	Certified copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies
4	<u>Public Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 21)	A signed statement of the Company's Secretary confirming that the Company is a public Company.
5	<u>Sole Proprietary or a Partnership</u> _____	Certified copy of the Identity Document of: such Sole Proprietary, a) or b) Each of the Partners in the Partnership

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

If the Tendering Entity is a:		Documentation to be submitted with the tender
		Certified copy of the Partnership agreement.
6	<u>Co-operative</u>	CIPRO CR2 - Certified copies of Company registration document.
7	<u>Joint Venture / Consortium</u>	All the documents (as described above) as applicable to each partner in the joint venture / consortium as well as a certified copy of the joint venture / consortium agreement.

Note:

1. If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court wherein trustees have been duly appointed and authorised
2. Include a certified copy of the Certificate of Change of Name (CM9) if applicable.

3. Registered for VAT proposes in terms of the Value-Added Tax Act (89 of 1991)

Yes

☐

No

☐

(Make an X in the appropriate space)

REGISTRATION NO: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM RD.B.8 CLASSIFICATION OF BUSINESS

1. The Small Businesses are defined in the National Small Business Act, 1996 (Act 102 of 1996).

2. Information furnished with regard to the classification of Small businesses

(b.) Indicate whether the company/entity is defined as a small, medium or micro enterprise by the National Small Business Act.

YES	NO
-----	----

(Tick appropriate box)

(c.) If the response to 2.(a.) is **YES**, the following must be completed:

i. Sector/sub-sector in accordance with the Standard Industrial classification:

ii. Size or class: _____

iii. Total full-time equivalent of paid employees: _____

iv. Total annual turnover: _____

v. Total gross asset value (fixed property excluded): _____

(A schedule indicating the different sectors is attached to this form.)

(d.) The tenderer should substantiate the information provided by submitting the following documentation:

i. A letter from the tenderer's auditor or an affidavit from the South African Police Services confirming the correctness of the abovementioned information,

ii. Company profile indicating the tenderer's staff compliment, and

iii. 3 year financial statement or since their establishment if established during the past 3 years.

--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE OF SECTORS

SIZE OF CLASS	THE TOTAL FULL-TIME EQUIVALENT OF PAID EMPLOYEES	TOTAL TURNOVER	TOTAL GROSS ASSET VALUE (FIXED PROPERTY EXCLUDED)
AGRICULTURE			
Medium	100	R 5 mil	R 5 mil
Small	50	R 3 mil	R 3 mil
Very Small	10	R 500 000	R 500 000
Micro	5	R 200 000	R 100 000
MINING AND QUARRYING			
Medium	200	R 39 mil	R 23 mil
Small	50	R 10 mil	R 6 mil
Very Small	20	R 4 mil	R 2 mil
Micro	5	R 200 000	R 100 000
MANUFACTURING			
Medium	200	R 51 mil	R 19 mil
Small	50	R 13 mil	R 5 mil
Very Small	20	R 5 mil	R 2 mil
Micro	5	R 200 000	R 100 000
ELECTRICITY, GAS & WATER			
Medium	200	R 51 mil	R 19 mil
Small	50	R 13 mil	R 5 mil
Very Small	20	R 5.1 mil	R 1.9 mil
Micro	5	R 200 000	R 100 000
CONSTRUCTION			
Medium	200	R 26 mil	R 5 mil
Small	50	R 6 mil	R 1 mil
Very Small	20	R 3	R 500 000
Micro	5	R 200 000	R 100 000
RETAIL AND MOTOR TRADE & REPAIR SERVICES			
Medium	200	R 39 mil	R 6 mil
Small	50	R 19 mil	R 3 mil
Very Small	20	R 4 mil	R 600 000
Micro	5	R 200 000	R 100 000
WHOLESALE TRADE, COMMERCIAL AGENTS AND ALLIED SERVICES			
Medium	200	R 64 mil	R 10 mil
Small	50	R 32 mil	R 5 mil
Very Small	20	R 6 mil	R 600 000
Micro	5	R 200 000	R 100 000
CATERING, ACCOMMODATION AND OTHER TRADE			
Medium	200	R 13 mil	R 3 mil
Small	50	R 6 mil	R 1 mil
Very Small	20	R 5.1 mil	R 1.9 mil
Micro	5	R 200 000	R 100 000
TRANSPORT, STORAGE & COMMUNICATIONS			
Medium	200	R 26 mil	R 6 mil
Small	50	R 13 mil	R 3 mil
Very Small	20	R 3 mil	R 600 000
Micro	5	R 200 000	R 100 000
FINANCE & BUSINESS SERVICES			
Medium	200	R 26 mil	R 5 mil
Small	50	R 13 mil	R 3 mil
Very Small	20	R 3 mil	R 500 000
Micro	5	R 200 000	R 100 000
COMMUNITY, SOCIAL AND PERSONAL SERVICES			
Medium	200	R 13 mil	R 6 mil

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Small	50	R 6 mil	R 3 mil
Very Small	20	R 1mil	R 600 000
Micro	5	R 200 000	R 100 000

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM RD.B.9 COMPANY INFORMATION FOR TENDERS LARGER THAN R10 MILLION

1. The tenderer is required by law to prepare annual financial statements for auditing their audited annual financial statements:

- i) for the past three years; or
ii) Since the establishment if established during the past three years.

Indicate whether these have been included in the tender:

YES	NO
-----	----

2. Does the tenderer have any undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days?

YES	NO
-----	----

If so, state particulars _____

3. Has any contracts been awarded to the tenderer by an organ of state during the past five years?

YES	NO
-----	----

If so, state particulars _____

4. Has there been any material non-compliance or dispute concerning the execution of such contract?

YES	NO
-----	----

If so, state particulars _____

5. Is any portion of the goods or services expected to be sourced from outside the Republic?

YES	NO
-----	----

If, so state what portion and whether any portion of payment from the municipality is expected to be transferred outside of the Republic.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

FORM RD.B.10 LETTER OF INTENT TO PROVIDE A PERFORMANCE BOND

It is hereby agreed that a Performance Bond drafted exactly as set out in the attached examples (See Section C1.3: Form of Guarantee) will be provided by the Surety named below:

Name of Surety (Bank or Insurer)

Address:

Signed:

Name:

Capacity:

On behalf of Tenderer (name of tenderer)

Date:

CONFIRMED BY Surety's Authorised representative

Signature(s):

Name (print):

Capacity

On behalf of Surety (Bank or Insurer)

Date:

Note: Refer to Annexure to C1.3 Form of Guarantee for the List of Institutions from who Contract/Deposit Guarantees will be accepted.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM RD.B.11 BANK RATING REPORT

BANKING DETAILS:

Bank:

Branch:

Name of account:

Account number:

Type of account

The tenderer shall affix a Bank Rating Report for his/her tender value, stamped and verified by the bank, to this page.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM RD.B.12 ESTIMATED MONTHLY EXPENDITURE

The tenderer shall, in the table below, state the estimated cash flow for the contract based on his preliminary programme, his tendered unit rates and his submission of payment certificates to the employer. Amounts for contract price adjustment shall not be included.

Note: Tenderer must in his calculations take note that payment is usually done 30 (thirty) days after the date of submission of a payment certificate.

PAYMENT CERTIFICATE	AMOUNT			
	Payments Received (a)	Expenditure (b)	Nett Cash Flow (a-b)	Cumulative Cash Flow
1				
2				
3				
4				
5				
6				
7				
8				
Maximum negative cash flow: (Take the largest negative number in the last column and write it here)				
From what sources will you fund the above amount: (E.g. funds internally available, bank overdraft, loans etc.)				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM RD.C.1 SCHEDULE OF TENDERER’S EXPERIENCE

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

Employer, contact person and telephone number	Description of contract	Value of work	Date competed

(Attach additional pages if more space is required)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM RD.C.2 QUALITY MANAGEMENT PROCEDURES AND SYSTEMS

Briefly describe the construction quality systems incorporated by the tenderer in his organisation.

TYPE OF WORK	INTERNAL	EXTERNAL	NAME OF RESPONSIBLE COMPANY/PERSON (In case of a person provide qualifications and years' experience)
Survey: Setting out of the works and control			
Materials testing			
Additional quality systems			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM RD.C.3 KEY PERSONNEL

The tenderer shall list in the table below the key personnel to be engaged for this project.

Note: Form RD.D.9 must be complete for each person listed below.

	NAME	CATEGORY ⁴	LOCAL / NON LOCAL
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

(Attach additional pages if more space is required)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

⁴ The Contractor shall fill in the various categories, e.g. Site, Agent, Foreman, Trainers, Plant Operators, Clerks, Technicians, Laboratory Assistants, etc as required.

**FORM CURRICULUM VITAE OF KEY
RD.C.4 PERSONNEL**

Note: This form should be completed for each key person listed in Form RD.D.8

Name:	Date of birth:
Profession:	Nationality:
Qualifications	
Professional membership:	
Name of employer (firm):	
Current position:	Years with firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience record pertinent to required service:	
Certification: I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____ (Signature of person named in schedule)	_____ Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM RD.D.1 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	DATE	REFERENCE	TITLE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C1
AGREEMENTS AND CONTRACT DATA
White pages x 24

PORITION 2:

PART C1: AGREEMENTS AND CONTRACT DATA

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TENDER NO.	BPD/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25				
		BIDDER	WITNESS	EMPLOYER	WITNESS

C1.1 FORM OF OFFER AND ACCEPTANCE

STAMP

C.1.1.1 OFFER

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

BPDM/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25.: DRILLING AND EQUIPPING OF BOREHOLES IN REAGILE EXTENSION 8, KOSTER

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 returnable schedules, and by submitting this offer has accepted the conditions of tender.

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

THE OFFERED TOTAL OF PRICES INCLUSIVE OF VALUE ADDED TAX IS

(in words)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

FOR AND ON BEHALF OF THE TENDERER:

NAME:
(in BLOCK letters)

CAPACITY:
(of authorized agent)

SIGNATURE:
(of authorized agent)

SIGNED at

on this

day of

WITNESSES:
(Full name in BLOCK letters and signature)

1.

2.

TENDER NO.	BPDM/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25				
------------	--	--	--	--	--

BIDDERWITNESSEMPLOYERWITNESS

C.1.1.2 ACCEPTANCE

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

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data
- Part C2 Pricing Data
- Part C3 Scope of Work

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

Deviations from and amendments to the documents listed in the 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.

The tenderer shall within two weeks after receiving a letter of acceptance, contact the employer’s agent (whose details are given in the contract data) to arrange the delivery of guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:
(in BLOCK letters)

CAPACITY:
(of authorized agent)

SIGNATURE:
(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:
(Full name in BLOCK letters and signature)

1. _____

2. _____

TENDER NO.	BPDM/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25				
------------	--	--	--	--	--

BIDDERWITNESSEMPLOYERWITNESS

SCHEDULE OF DEVIATIONS

Notes:

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

4.1

Subject:

Details:

4.2

Subject:

Details:

4.3

Subject:

Details:

4.4

Subject:

Details:

4.5

Subject:

Details:

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the 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, 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.

TENDER NO.	BPD/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25				
------------	---	--	--	--	--

BIDDERWITNESSEMPLOYERWITNESS

FOR AND ON BEHALF OF THE TENDERER:

NAME:
(in BLOCK letters)

CAPACITY:
(of authorized agent)

SIGNATURE:
(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:
(Full name in BLOCK letters and signature)

1. _____

2. _____

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:
(in BLOCK letters)

CAPACITY:
(of authorized agent)

SIGNATURE:
(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:
(Full name in BLOCK letters and signature)

1. _____

2. _____

TENDER NO.	BPDm/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25				
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C1.2 CONTRACT DATA

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		BIDDER	WITNESS	EMPLOYER	WITNESS

C.1.2.1 GENERAL CONDITIONS OF CONTRACT

The general conditions of contract applicable to this contract shall be the General Conditions of Contract for Construction Works, Third Edition (2015) of the South African Institution of Civil Engineering (SAICE), read together with the Variations and Additions to the Conditions of Contract as well as the Data provided by employer.

Tenderers, contractors and subcontractors shall obtain their own copies of the document General Conditions of Contract for Construction Works, Third Edition (2015) for tendering purposes and for use for the duration of the contract from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685 and shall bear all expenses in this regard.

TENDER NO.	BPD/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25				
		BIDDER	WITNESS	EMPLOYER	WITNESS

C1.2.2 VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT

The following variations and additions to the General Conditions of Contract for Construction Works, Third Edition (2015), shall apply to this contract:

CLAUSE / SUB-CLAUSE	VARIATION / ADDITION
1.1.1 Definitions	Add the following new paragraph to sub-clause: <i>1.1.1.5 The Commencement Date shall not be later than 14 days after the date of delivery of the Letter of Acceptance unless otherwise agree in terms of the Contract</i>
	Add the following new sub-clause: <i>1.1.34 "Letter of Acceptance" means the written communication by the Employer to the Contractor recording the acceptance by the Employer of the Contractor's Tender.</i>
1.2.1 Delivery of Notices	<i>1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.</i> <i>1.2.1.4 Posted to the Contractor's address and delivered by the postal authorities.</i> <i>1.2.1.5 Delivered by a courier service and signed for by the recipient or his representative.</i>
1.2.3 Authority of representatives	Add the following to the clause: <i>1.2.3.1 The Employer has authorised the Director: Infrastructure and Technical Services to act on his behalf in respect of this Contract, save for such duties or functions:</i> <i>1.2.3.1.1 which other holders of office ex officio execute on behalf of the Employer; or</i> <i>1.2.3.1.2 for which the Director: Infrastructure and Technical Services has no authority and the Employer's approval is required before execution thereof.</i>
1.3 General Provisions	Add the following new sub-clause: <i>1.3.6.1 The Employer may, in his sole discretion, provide technical support services to the Contractor. The technical team providing such support services will be appointed and remunerated by the Employer. In the case of EPWP Contractor Learnership Programmes, support services may be provided by the Department of Public Works. The technical team will consist of the Engineer and a person or persons acting as Training, Construction and Materials Managers or Construction Mentor, depending on the services to be provided and the scope of the functions to be executed.</i> <i>1.3.6.1.1 In addition to his duties and functions in terms of 1.3.6.1, the Engineer coordinate the work of the technical team providing the support services.</i> <i>1.3.6.1.2 The Construction Manager acts as mentor to the Contractor in respect of the following functions, which are described fully in the CESA document, Guideline Contract Specific Data C4- Construction Management Services of the Form of Agreement for Consulting Services for Labour Intensive Construction Projects:</i> <i>i. Programming the execution of the works</i> <i>ii. Interpretation of drawings, specifications and related contractual matters.</i>

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CLAUSE / SUB- CLAUSE	VARIATION / ADDITION
	iii. Workforce structuring, employment and management. iv. Guidance to expedite work progress/ improve productivity. v. Setting out of works. vi. Safety measures and legislation requirements. vii. Materials handling. viii. Tools and equipment needs. ix. Financial matters. x. Training requirements. xi. Security aspects. xii. Quality control systems 1.3.6.1.3 The Materials Manager is responsible for the following functions which are described fully in the CESA document, Guideline Contract Specific Data C5- Materials Procurement Services of the Form of Agreement for Consulting Services for Labour-Intensive Construction Projects on the Contract: i. Establishment of stores. ii. Determination of store administration procedures. iii. Determination of requirements of store staff. iv. Employment of store staff. v. Staff guidance, supervision and training. vi. Acquisition of materials. vii. Issue of materials. viii. Upholding of assets register. ix. Insurance of assets. 1.3.6.1.4 The main role of the Mentor is to support the Learner Contractor and to impart knowledge that will enable the Contractor to compete independently as soon as possible. The Mentor provides a wide range of support and advice functions, including but not limited to advice with regard to: i. Finance and dealing with banks. ii. Business management. iii. Contract management. iv. Procurement of materials and other required services. v. Technical and engineering. vi. Construction planning and management. vii. Fulfilling of statutory and tax obligations. viii. Labour and human resource guidance.
4.3 Legal Provisions 4.3.1 Compliance with applicable laws	Replace the sub-clause with the following: 4.3.1.1 Wages and conditions of work: i. For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectorial Determination: Civil Engineering Sector published from time to time. ii. Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government Notice R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

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CLAUSE / SUB- CLAUSE	VARIATION / ADDITION
	4.3.1.3 Notwithstanding any actions which the Employer may take, the Contractor 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. The Contractor shall sign the Occupational Health and Safety Agreement for Contract Work in the Local Municipality of Madibeng included in section C1.5. 4.3.1.4 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 Contractor and/or Sub-Contractor and/or their employees. The Contractor 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. 4.3.1.5 Contractor's Designer The Contractor 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 Contractor is responsible to design in terms of the Contract
4.5 Notices and Fees	Add the following new sub-clauses: 4.5.5 On the request of the Contractor, the Employer may, in his sole discretion, provide a support service to the Contractor in the giving of notices and in obtaining requisite consents, permissions and permits. 4.5.6 On the request of the Contractor and certified by the Engineer as payable by the Contractor, the Employer may, in his sole discretion, advance funds to the Contractor in the form of a cheque in favour of the relevant institution or body, to facilitate the Contractor in complying with the provisions of this Clause. The Contractor shall provide proof to the Engineer of all payments effected by him. The Employer will deduct the sums advanced by the Employer and adjusted in accordance with the Contract Price Adjustment Formula or other rise-and-fall provision applicable to the Contract, from future payment certificates of the Contractor, if such sums are payable by the Contractor in the ordinary course of his business. The Employer will not advance funds in respect of cyclic sums payable by the Contractor in the ordinary course of his business.
4.11 Competent employees	Add the following new sub-clause: 4.11.3 Notwithstanding the wording of this Clause, on request of the Contractor the Employer may in his sole discretion, provide trade-skills training to the Contractor's employees to improve their competency and efficiency commensurate with the

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CLAUSE / SUB- CLAUSE	VARIATION / ADDITION
	<i>requirements of the Works.</i>
6.1 Payment to Contractor	Add the following new sub-clause: <i>6.1.2 Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way of his obligations either in contract or in delict.</i>
6.2 Security	Add the following new sub-clause: <i>6.2.4 As an alternative to a guarantee, the Contractor may deposit with the Employer a cash amount in a sum equal to the amount stated in the Data provided by Employer. All the provisions in respect of the guarantee apply mutatis mutandis to the cash deposit accept that the amount deposited will be repaid to the Contractor within 30 (thirty) days after the issue of the Certificate or Certificates of Completion in respect of the whole of the permanent works.</i>
5.12	Add the following new sub-clause <i>5.12.2.5 Critical path provision</i> <i>A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Engineer rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.</i> <i>5.12.2.6 Extension of time due to abnormal rainfall</i> <i>Extension of time due to abnormal rainfall shall be determined by means of Method 1, if rainfall records and/or values derived from rainfall records are supplied in the Scope of Work, otherwise Method 2 shall apply.</i> <u><i>Method 1: Rainfall formula method</i></u> <i>The rainfall records and/or values derived from rainfall records from a suitable rainfall station near the Site, which are supplied in the Project Specifications, shall be considered suitable for the determination of extension of time due to abnormal rainfall in accordance with this method.</i> <i>Extension of time arising from abnormal rainfall, shall be calculated separately for each calendar month or part thereof for the full period of completion of the Contract, including any extension thereof, in accordance with the rainfall formula given below:</i> $V = (N_w - N_n) + \frac{(R_w - R_n)}{X}$ <i>If V is negative and its absolute value exceeds N_n, then V shall be equal to minus N_n.</i> <i>If V is positive and greater than the number of calendar days in the calendar month</i>

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CLAUSE / SUB- CLAUSE	VARIATION / ADDITION
	<i>under consideration, V shall be taken as equal to the number of calendar days in the relevant calendar month.</i> <i>The symbols shall have the following meaning:</i> <i>V = Extension of time in calendar days in respect of the calendar month under consideration</i> <i>N_w = Actual number of days during the calendar month on which a rainfall of Y mm or more has been recorded.</i> <i>R_w = Actual rainfall in mm for the calendar month under consideration.</i> <i>N_n = Average number of days as derived from existing rainfall records, on which a rainfall of Y mm or more has been recorded for the calendar month. Rainfall records and/or the derived values of N_n will be provided in the Specifications.</i> <i>R_n = Average rainfall in mm for the calendar month, as derived from existing rainfall records. Rainfall records and/or the derived values of R_n will be provided in the Project Specifications.</i> <i>X = 20 unless otherwise provided in the Project Specifications</i> <i>Y = 10 unless otherwise provided in the Project Specifications</i> <i>The total extension of time shall be the algebraic sum of the monthly totals for the period under consideration. However, if the grand total is negative the time for completion shall not be reduced on account of abnormal rainfall. Extension of time for parts of a month shall be calculated by pro rata values of N_n and R_n being used.</i> <i>The factor $(N_w - N_n)$ shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Y mm and wet conditions prevented or disrupted work.</i> <i>The factor $\frac{(R_w - R_n)}{X}$ shall be considered to represent a fair allowance for variations from the allowance for variations from the average number of days when wet conditions further to that allowed for the factor $(N_w - N_n)$, prevented or disrupted work during the calendar month.</i> <i>Accurate rain gauging shall be taken at a suitable point on Site and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with.</i> <i>This formula does not take into account further on concurrent delays which could be caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with Sub-Clause (42.5 Critical Path Provision) hereof.</i> <u><i>Method 2: Expected delay method</i></u> <i>The Contractor shall make provision in his programme for the execution of the Works, for an expected delay of "n" normal working days (based on a working week of five normal working days) due to normal rainfall, for which he will not receive any extension of time.</i> <i>Unless otherwise provided in the Project Specifications, the value of "n" shall be taken as equal to the tendered time for completion of the Works in months, rounded off to an integer.</i> <i>Extension of time during normal working days will be granted to the degree to which</i>

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CLAUSE / SUB- CLAUSE	VARIATION / ADDITION
	<i>actual delays as determined in accordance with Sub-Clause (42.5 Critical Path Provision) hereof, exceed the number of "n" normal working days.</i> <i>The value of "n" does not take into account further or concurrent delays which are caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with Sub-Clause (42.5 Critical Path Provision) hereof.</i>
6.10 Payments	Replace the following wording in the sub-clause: <i>within 7 days replace with within 7 work days</i> <i>within 28 days replace with within 35 work days</i>
6.2.1 – 6.2.3	Replace the following in the sub-clauses: <i>Bank replace with Bank or Insurance Company</i>
6.1 Payment to contractor	Add the following new sub-clause <i>6.1.2 The Contractor shall be paid at Pretoria in the currency of the Republic of South Africa only at the Office of the Chief Financial Officer of the BOJANALA PLATINUM DISTRICT MUNICIPALITY, unless otherwise stated in the Data provided by Employer.</i>
9.2.1 Termination by the employer	Replace the sub-clause with the following: <i>9.2.1.7 The Contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer, or in the employ of the Engineer, a gratuity or reward or commission.</i>
CONTRACT PRICE ADJUSTMENT SCHEDULE	Not applicable to this contract

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C1.2.3 DATA PROVIDED BY THE EMPLOYER

CLAUSE/OPTION	DATA														
1. Definitions, interpretations and general provisions 1.1.1.15 1.2.1.2 5.8.1	The legal name of the Employer is Bojanala Platinum District Municipality <table> <tr> <td>• Physical Address:</td><td>Bojanala Platinum DISTRICT Municipality Cnr Beyers & Fatima Bhayat Drive Rustenburg 0300</td></tr> <tr> <td>• Postal Address:</td><td>The Acting Municipal Manager Bojanala Platinum District Municipality PO Box 1993 Rustenburg 0300</td></tr> <tr> <td>• Facsimile:</td><td>014 590 4500</td></tr> <tr> <td>• E-Mail Address:</td><td>kgomotsom@bojanala.gov.co.za</td></tr> <tr> <td>• The special non-working days are:</td><td> ▪ Annual builders' holiday ▪ Statutory public holidays </td></tr> </table>	• Physical Address:	Bojanala Platinum DISTRICT Municipality Cnr Beyers & Fatima Bhayat Drive Rustenburg 0300	• Postal Address:	The Acting Municipal Manager Bojanala Platinum District Municipality PO Box 1993 Rustenburg 0300	• Facsimile:	014 590 4500	• E-Mail Address:	kgomotsom@bojanala.gov.co.za	• The special non-working days are:	▪ Annual builders' holiday ▪ Statutory public holidays				
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• E-Mail Address:	kgomotsom@bojanala.gov.co.za														
• The special non-working days are:	▪ Annual builders' holiday ▪ Statutory public holidays														
3 Employer's Agent 3.1.3	• The Employer's Agent is required to obtain approval of the Employer: ▪ for expenditure on the Contract to exceed the Contract Price; ▪ prior to the execution of any of the following duties of functions: <table> <tr> <th>CLAUSE/OPTION</th><th>DUTY/FUNCTION</th></tr> <tr> <td>1.1.1.5</td><td>Delivery of the written notice to commence the execution of the works</td></tr> <tr> <td>3.2.1</td><td>Nomination of person as Engineer's Representative</td></tr> <tr> <td>3.2.4</td><td>Authorization to Engineer's Representative or any other person</td></tr> <tr> <td>5.6.3</td><td>Approval of programme of construction</td></tr> </table>	CLAUSE/OPTION	DUTY/FUNCTION	1.1.1.5	Delivery of the written notice to commence the execution of the works	3.2.1	Nomination of person as Engineer's Representative	3.2.4	Authorization to Engineer's Representative or any other person	5.6.3	Approval of programme of construction				
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5.7.2	Permission to carry out work by day and by night														

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		5.13.2	Reduction of penalty for delay
		6.6	Instruction to expend on Provisional and Prime Cost Sums
		6.11	Adjustment of Preliminary and General allowances
		5.14.2	The issue of a Certificate of Practical Completion
		5.14.4	The issue of a Certificate of Completion
		5.16.1	The issue of a Final Approval Certificate
		7.8.1	Order to execute work of repair, etc, during the Defects Liability Period
		7.8.2	Determination of value of repair work
6.2.	Guarantee	- The time to deliver the Deed of Guarantee is 14 (fourteen) days after receipt of the Letter of Acceptance. - The liability of the guarantee shall be for 10 (ten) % of the Contract Price, excluding contingencies and VAT.	
5.3	Commencement of the works	The Contractor shall commence executing the Works within 14 (fourteen) days from the Commencement Date.	
5.6	Program of the Works	The Contractor shall deliver his programme of work within 14 (fourteen) days from the Commencement Date.	
8.6	Insurances	A Coupon Policy for Special Risks is to be issued. The limit of the liability insurance is R5, 000,000.00 (five million rand) for any single claim – the number of claims to be unlimited during the construction and Defects Liability period. (To be approved by the Employer's Claims Management Services Provider)	
10.1	Period	The appointment of the Contractor is valid for TEN (10) months period.	
5.13	Penalty for delay	The penalty for failing to complete the works within the time limit, plus approved extensions of time or conditional thereof is 1/30 percent of contract sum excluding VAT per calendar day.	
6.10.	Interim payments	- The percentage advance on materials not yet built into the Permanent Works is 80 (eighty) %. - The percentage retention on amounts due to the Contractor is 10 (ten) % exclusive of VAT. - The limit of retention money is 10 (ten) % of the Contract Price excl. VAT.	
6.10.2			
6.10.3			
1.1.1.13	Defects	The Defects Liability Period is 12 months from the date of the Certificate of Completion.	

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C1.2.4 DATA PROVIDED BY THE CONTRACTOR

CLAUSE/OPTION		DATA		
1. Definitions, interpretations and general provisions 1.1.1.9 1.2.1.2		• The legal name of the Contractor is		
		• Physical Address:		
		• Postal Address:		
		• Facsimile:		
		• E-Mail Address:		
6.3 Value of variations 6.5.1.2.3		• The percentage allowance to cover overhead charges is _____ %.		
6.8 Adjustment in prices 6.8.3		• The variation in cost of special materials is		
		Type of material	Unit	Base Rate or Price

C1.3 FORM OF GUARANTEE

WHEREAS

BOJANALA PLATINUM DISTRICT MUNICIPALITY
(Hereinafter referred to as the “Council”),

enters into a CONTRACT NO: BPDm/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25 DRILLING AND
EQUIPPING OF BOREHOLES IN REAGILE EXTENSION 8, KOSTER, NORTH WEST PROVINCE.

with

(Hereinafter referred to as the “Contractor”)

for

AND WHEREAS in terms of the General Conditions of the Contract the Contractor is required to furnish an
acceptable independent guarantee for the due and proper fulfilment by him of all his duties and obligations
in terms of the said contract.

NOW THEREFORE we the undersigned (full names of authorized agent(s))

and acting in my/our capacity as and
as such duly authorized thereto, do hereby bind the said

(Hereinafter referred to as the “Guarantor”) as surety and co-principal Debtor *in solidum* for the sum of

R ()

for the due and proper fulfilment by the Contractor of all or any of his duties and obligations in terms of the
said Contract. The guarantee shall not be interpreted as accessory to the contract between Council and the
Contractor.

The Guarantor further undertakes, in the event of the Contractor failing duly and properly to fulfil any of his
duties and obligations in terms of the said Contract, or if the Contractor is placed under provisional liquidation
or in the event of termination of the Contract by the Council in terms of the General Conditions of Contract,
to pay to the Council the said sum of

R ()

or such portion thereof as may be required by the Council, immediately upon receiving written demand from
the Council which written demand shall be addressed to the Guarantor at (*domicilium* address)

The Guarantor further hereby renounces the benefits of the legal exceptions:

Exception on numerate pecuniae

Exception non causa debiti

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Beneficium de duobus vel pluribus reis debendi
Beneficium ordinis deu excussionis
Beneficium divisionis

and all other defence which could be pleaded against the validity of this guarantee, with the meaning and effect of which it declares itself to be fully acquainted.

This undertaking shall remain in full force and effect up to and including the date of issue of the Certificate of Completion, as provided for in the General Conditions of Contract, unless the Guarantor is advised in writing by the Council of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated. Notwithstanding the aforesaid, the Council may at its' sole discretion elect to have the amount provided for under this guarantee, paid out directly to it in the case of breach of contract by the Contractor by giving the Guarantor written notice to that effect, notwithstanding the fact that the Council may decide not to institute any further legal action against the Contractor.

This document is not negotiable or transferable.

FOR AND ON BEHALF OF THE BANKER/INSURER:

BANKER/INSURER:

NAME:
(in BLOCK letters)

CAPACITY:
(of authorized agent)

SIGNATURE:
(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:
(Full name in BLOCK letters and signature)

1.
2.

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BIDDERWITNESSEMPLOYERWITNESS

NB:The performance guarantee shall be issued by an insurance company duly registered in terms of the Insurance Act (Long Term Insurance Act No 52 of 1998 or Short-Term Insurance Act No 53 of 1998) or by a bank duly registered in terms of the Banks Act (No 94 of 1990). A performance guarantee from one of the companies on the list at the following link will be accepted: <https://www.resbank.co.za/en/home/what-we-do/Prudentialregulation/insurers-list>

List of institutions from which contract /deposit guarantees can be accepted

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BIDDER WITNESS EMPLOYER WITNESS

C1.4 HEALTH AND SAFETY AGREEMENT

Article of Agreement in terms of Section 37(2) of the Occupational Safety Act, 1993 between

BOJANALA PLATINUM DISTRICT MUNICIPALITY
(Hereinafter referred to as the “EMPLOYER”)

AND

Herein represented by _____ in his/her capacity as _____ duly authorised by virtue of a resolution dated _____, attached hereto Annexure A, of the said _____ (herein after referred to as the “CONTRACTOR”)

WHEREAS the CONTRACTOR is the mandatory of the EMPLOYER as contemplated in an agreement in respect of
TENDER REFERENCE NO.: BPD/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25: DRILLING AND EQUIPPING OF BOREHOLES IN REAGILE EXTENSION 8, KOSTER, NORTH WEST.

AND WHEREAS section 37 of the Occupational Health and Safety act, 1993 (Act 85 of 1993, hereinafter referred to as the “ACT”), imposes certain powers and duties upon the EMPLOYER.
AND WHEREAS the parties have agreed to enter into an agreement in terms of section 37(2) of the ACT.

NOW THEREFORE the parties agree as follows:

- (a) The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
- (b) The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with. Provided that should the EMPLOYER prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
- (c) The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any, imposed by the ACT and Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedure as the case may be.
- (d) The CONTRACTOR 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 CONTRACTOR has complied with the undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to inspect any appropriate records held by the CONTRACTOR or to take such steps it may deem necessary

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BIDDER WITNESS EMPLOYER WITNESS					

to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

- (e) The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigations, 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 an investigation, complaint or criminal charge as the case may be

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:
(in BLOCK letters) _____
CAPACITY:
(of authorized agent) _____
SIGNATURE:
(of authorized agent) _____

SIGNED at _____ on this _____ day of _____

WITNESSES:
(Full name in BLOCK letters and signature)

1. _____
2. _____

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:
(in BLOCK letters) _____
CAPACITY:
(of authorized agent) _____
SIGNATURE:
(of authorized agent) _____

SIGNED at _____ on this _____ day of _____

WITNESSES:
(Full name in BLOCK letters and signature)

1. _____
2. _____

TENDER NO.	BPDm/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25				
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BIDDERWITNESSEMPLOYERWITNESS

C1.5 ADJUDICATOR'S AGREEMENT

This agreement is made on the _____ day of _____ between:

_____ (name of company / organisation)

of _____

_____ (address) and

_____ (name of company / organisation)

of _____

_____ (address) (the Parties)

and

_____ (name of Adjudicator)

of _____

_____ (address) (the Adjudicator).

Disputes or differences may arise/have arisen¹ between the Parties under a Contract dated _____ and known as _____

and these disputes or differences shall be/have been² referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

IT IS NOW AGREED as follows:

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

SIGNED by: _____ SIGNED by: _____ SIGNED by: _____

¹ Delete as necessary

TENDER NO.	BPD/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25				
		BIDDER	WITNESS	EMPLOYER	WITNESS

Name: _____ who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of Witness Name: _____ Address: _____ Date: _____	Name: _____ who warrants that he / she is duly authorised to sign for and behalf of the second Party in the presence of Witness: Name _____ Address: _____ Date: _____	Name: _____ the Adjudicator in the presence of Witness: Name: _____ Address: _____ Date: _____
--	--	--

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R _____ in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R _____. This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not ³ currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

³ Delete as necessary

TENDER NO.	BPD/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25				
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TENDER NO.	BPDM/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25				
		BIDDER	WITNESS	EMPLOYER	WITNESS

PART C2
PRICING DATA
Yellow pages x 10

C2 PRICING DATA

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.2 PRICE SCHEDULE

C2.3 SUMMARY OF PRICING SCHEDULE

DRILLING AND EQUIPPING OF BOREHOLES
IN REAGILE EXTENSION 8, KOSTER, NORTH WEST PROVINCE
CONTRACT: BPD/M/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
	SABS 1200A	SECTION 1 : GENERAL				
1.1	8.3 and PSA 1.1	Fixed Charge Items				
1.1.1	8.3.1	Contractual Requirements				
		a) Surety	Sum			
		b) All Risks Insurance (Insurance of the Works and Plant)	Sum			
	Clause 6 of Special Conditions	c) Public Liability Insurance (Third Party) - for Contract period plus 12 months	Sum			
1.1.2	8.3.2	Establishment of Facilities on Site				
1.1.2.1	8.3.2.1	Facilities for Engineer				
	PSAB 1.2	a) Carports (2x)	Sum			
	PS 7	b) Construction nameboard (2x)	Sum			
1.1.2.2	8.3.2.2 &	Facilities for Contractor				
		a) Offices and storage facilities	Sum			
		b) Workshops	Sum			
		c) Ablution and latrine facilities	Sum			
		d) Tools and equipment	Sum			
		e) Water supply, electrical power and communications	Sum			
1.1.3	8.3.4	Removal of Site Establishment	Sum			
TOTAL CARRIED FORWARD						

DRILLING AND EQUIPPING OF BOREHOLES
IN REAGILE EXTENSION 8, KOSTER, NORTH WEST PROVINCE
CONTRACT: BPD/M/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
		BROUGHT FORWARD				-
1.2		Scheduled Time-Related Items				
1.2.1	8.4.1	Contractual requirements	Sum			
1.2.2	8.4.2	Operation and Maintenance of Facilities on Site				
1.2.2.1	8.4.2.1	Facilities for Engineer				
		a) Carports (2x)	Sum			
		b) Construction nameboard (2x)	Sum			
1.2.2.2	8.4.2.2	Facilities for Contractor				
		a) Office and storage facilities	Sum			
		b) Workshops	Sum			
		c) Ablution and latrine facilities	Sum			
		d) Tools and equipment	Sum			
		e) Water supply, electrical power and communications	Sum			
1.2.3	8.4.3	Supervision for Duration of the Contract	Sum			
1.2.4	8.4.4	Company and Head Office Overhead Costs for Duration of the Contract	Sum			
TOTAL CARRIED FORWARD						

DRILLING AND EQUIPPING OF BOREHOLES
IN REAGILE EXTENSION 8, KOSTER, NORTH WEST PROVINCE
CONTRACT: BPD/M/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
		BROUGHT FORWARD				
1.3	8.5b	Sums stated provisionally by Engineer				
1.3.1		Contingency item for moving of any unknown existing services	Sum			100,000.00
1.4	8.6	Prime Cost Items				
1.4.1		Community Liaison Officer				
		a) Prime cost item for employment of Community Liaison Officer for duration of Contract	Months	3	7,500.00	22,500.00
		b) Overheads, charges and profit on (a) above (% of R22,500.00)	%	22,500		
1.4.2		Project Steering Committee				
		a) Prime cost item for employment of Labour Desk Officer for duration of Contract	Months	3	4,000.00	12,000.00
		b) Overheads, charges and profit on (a) above (% of R12,000.00)	%	12,000		
1.4.3		Control tests				
		a) Prime cost item for control tests on bedding, foundations and backfilling of trenches by an outside laboratory as ordered by the Engineer	Sum			25,000.00
		b) Overheads, charges and profit on (a) above (% of R25,000.00)	%	25,000		
1.4.4		Municipal water connections				
		a) Prime cost item for municipal water connection by Local Municipality, as required for the development	Sum			25,000.00
		b) Overheads, charges and profit on (a) above (% of R25,000.00)	%	25,000		
1.4.5		Borehole Drilling				
		a) Allowance for 5 boreholes for drilling	Sum			600,000.00
		b) Overheads, charges and profit on (a) above (% of R600,000.00)	%	600,000		
TOTAL CARRIED FORWARD						

DRILLING AND EQUIPPING OF BOREHOLES
IN REAGILE EXTENSION 8, KOSTER, NORTH WEST PROVINCE
CONTRACT: BPDM/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
1.4.6		BROUGHT FORWARD Electrical and Mechanical works a) Prime cost item for installation of electrical and mechanical works for boreholes b) Overheads, charges and profit on (a) above (% of R300,000.00)	Sum %	 300,000		300,000.00
1.4.7		Land survey and SG pegs a) Prime cost item for replacing of some SG pegs prior to and after bulk work b) Overheads, charges and portion on (a) above (% of R40,000.00)	Sum %	 Rate only		Rate only Rate only
1.4.8		New Water Purification Plant a) Provision of purification plant, tools and equipment for use by Client Maintenance Department on completion of Contract. Contractor to purchase tools and equipment and handover to Client Department. b) Overheads, charges and portion on (a) above (% of R400,000.00)	Sum %	 400,000		400,000.00
1.5	8.8	Temporary Works				
1.5.1		Surveyor a) Setting out of works, control of pipe alignment and levels and GPS recording of all services, as built information, submission of dxf drawings.	Months	3		
1.5.2	8.8.3	Protection of open excavations until construction in vicinity is complete As work is being done in residential and urban areas the Contractor is fully responsible for safeguarding all open excavations at all times, especially at night and over weekends and holidays. Protection of all structures, works, open trenches, roads excavations, etc.	Sum			
TOTAL CARRIED FORWARD						

DRILLING AND EQUIPPING OF BOREHOLES
IN REAGILE EXTENSION 8, KOSTER, NORTH WEST PROVINCE
CONTRACT: BPDM/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
		BROUGHT FORWARD				
1.5.3		Access to properties Access to neighbouring properties, allowing for daily access during construction for the duration of the project	Sum			
1.5.4		Dust control The construction is adjacent to schools and residential areas. Allowance must be made for dust control during the earthworks for the trenching conditions.	Months	3		
1.5.5		Dealing with traffic Traffic Safety Officer for the duration of the works, as well as all traffic signage requirements for working adjacent to existing local provincial road	Months	3		
1.5.6		OH&S, Construction Regulations Compliance with the Occupational Health & Safety Act (Act 85 of 1993) and all relevant and applicable regulations, especially the Construction Regulations, 2003 as promulgated on 18 July 2003 under Section 43 of the Occupational Health & Safety Act (Act 85 of 1993), including all amendments as amended from time to time, for the duration of the contract. Refer to Section 10.				
1.5.6.1		Provision of an OH&S Plan in terms of Clause 5 of the Schedule, to be evaluated and approved by the Engineer, prior to the commencement of work as well as a full consolidated copy of such plan at the completion of construction work inclusive of a record of all drawings, designs, copies of statutory appointments, material used and other similar information concerning the completed contract.	Sum			
1.5.6.2		Provision of a Risk Assessment in terms of Clause 7 of the Schedule for this contract, to be evaluated and approved by the Engineer.	Sum			
TOTAL CARRIED FORWARD						

DRILLING AND EQUIPPING OF BOREHOLES
IN REAGILE EXTENSION 8, KOSTER, NORTH WEST PROVINCE
CONTRACT: BPDm/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
		BROUGHT FORWARD				
1.5.6.3		Implementation of approved OHS Plan for duration of contract, including daily / weekly inspections, monthly meetings, required audits, consolidated health and safety file, etc.	Sum			
1.5.6.4		Registration with Compensation Fund or approved / licensed compensation insurer.	Sum			
1.5.6.5		Safety Officer : Full time competent employee of the Contractor as construction supervisor and assistant construction supervisor/s for duration of contract.	Months	3		
1.5.6.6		Training requirements for all employees in terms of the Construction Regulations	Sum			Rate Only
1.5.6.7		Provision of adequate OHS equipment for labour, site staff, visitors to site, etc.	Sum			
1.5.6.8		Allowance to protect and secure above equipment on site	Months	3		
TOTAL SECTION 1 - CARRY FORWARD TO SUMMARY						

DRILLING AND EQUIPPING OF BOREHOLES
IN REAGILE EXTENSION 8, KOSTER, NORTH WEST PROVINCE
CONTRACT: BPD/M/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
		SECTION 2 : NEW WATER PIPELINES				
	SABS 1200 C	Site Clearance				
		Clear and grub along pipe routes	m	2,000		
	SABS 1200 DB	Earthworks (Pipe Trenches)				
2.1	8.3.2(a) & PSDB 3.5	Excavation in all material, shoring where necessary, backfilling to whaleback finish, compaction, compaction tests and spoiling of surplus material: Pipes up to 300 mm diam a) 0 - 1.5m	m ³	900		
2.2	8.3.2b	Extra over item 2.1 for hard rock excavation	m ³	300		
2.3	8.3.2(b)	Compaction under roads to 93% mod AASHTO, between blanket and selected backfilling layers	m ³	400		
2.4	SABS 1200 DA 8.3.2a	Restricted excavation for trenches at existing services	m ³	120		
	SABS 1200 LB	Bedding (Pipes)				
2.5	8.2.1	Supply material as per specification from trench excavations and install				
2.5.1		Selected granular bedding material for 100 mm bedding	m ³	50		
2.5.2		Selected backfill material 300 mm above pipe crown	m ³	200		
2.6	8.2.2	Supply material from commercial sources or elsewhere on site and install:				
2.6.1		Selected granular bedding material for 100 mm bedding	m ³	100		
2.6.2		Selected backfill material 300mm above pipe crown	m ³	180		
TOTAL CARRIED FORWARD						

DRILLING AND EQUIPPING OF BOREHOLES
IN REAGILE EXTENSION 8, KOSTER, NORTH WEST PROVINCE
CONTRACT: BPDM/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
		BROUGHT FORWARD				
	SABS 1200 L	Medium Pressure Pipelines				
2.7	8.2.1	Supply material, deliver to site, distribute, bed on Class B bedding, connect, cut, sterilise and test				
2.7.1		Class 12 uPVC pipes with rubber ring joints to SABS 966, 1998, Part 1 in standard lengths complete with one connection collar (outside diameter)				
		a) 90 mm diam	m	900		
		b) 63 mm diam	m	1,100		
2.8	8.2.2	Extra over 4.7.1 for the supply laying and bedding of special sections complete with couplings				
2.8.1		Class 12, uPVC bends with rubber ring joints to SABS 966, 1998, each bend with spigot and socket				
		b) 90 mm diam	No	35		
		c) 63 mm diam	No	25		
2.8.2		Cast iron or SG iron fittings for use with uPVC piping, grade 14 cast iron wall thickness to SABS 546, bitumen dipped, sockets to SABS 966 with rubber rings, working pressure 1,6 Mpa				
		b) 90 mm diam	No	40		
		c) 63 mm diam	No	25		
2.9		Final testing of pipelines, and handover to Client	sum	1		
TOTAL CARRIED FORWARD						

DRILLING AND EQUIPPING OF BOREHOLES
IN REAGILE EXTENSION 8, KOSTER, NORTH WEST PROVINCE
CONTRACT: BPDm/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25

ITEM No.	PAYMENT	DESCRIPTION	UNIT	BILL QTY	RATE	BILL AMOUNT
	SABS	SECTION 3 : ADDITIONAL ITEMS				
3.1		Concrete foundation for new elevated water tank				
		a) Clear and grub	m	100		
		b) concrete footing	m³	2		
		c) Concrete slab	m³	18		
3.2		Fencing				
3.2.1		New fencing				
		Supply and erect new fencing, 1.2 m high, complete with corner posts, standards, etc. for boundary fence				
		a) Standard galvanised diamond mesh	m	100		
3.3		Supply new water storage Tanks				
		Allowance for supply and install 2 x 20 000 litres Jojo Tanks or similar approved, complete with 4m high steel stands and all pipe fittings	No	2		
TOTAL CARRIED FORWARD						

BOJANALA PLATINUM DISTRICT MUNICIPALITY

DRILLING AND EQUIPING OF BOREHOLES

IN REAGILE EXTENSION 8, KOSTER, NORTH WEST PROVINCE

CONTRACT NO. BPDM/TS/BOREHOLE/EQUIP/KGETLENG/38/2024/25

SUMMARY OF SCHEDULE OF QUANTITIES

SECTION	DESCRIPTION	BILL AMOUNT
Section 1	General	
Section 2	New Water Pipelines	
Section 3	Additional Items	
	Sub Total A	
	Contingencies (5 % allowed for)	
	Sub Total B	
	VAT @ 15%	
TOTAL AMOUNT CARRIED TO TENDER, INCLUDING VAT		

PART C3
SCOPE OF WORK
Blue pages x 22

C3 SCOPE OF WORK

BOJANALA PLATINUM DISTRICT MUNICIPALITY

DRILLING AND EQUIPPING OF BOREHOLES IN REAGILE EXTENSION 8, KOSTER,
NORTH WEST PROVINCE**CONTENTS**

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STATUS

In the event of any discrepancy between the Scope of Works and a part or parts of the SANS 1200 Standardized Specifications, the Bill of Quantities or the Drawings, the Project Specifications shall take precedence and prevail in the Contract.

C3.1 DESCRIPTION OF THE WORK**C3.1.1 EMPLOYER'S OBJECTIVES**

The Employer's objectives is to supplement and improve the existing water supply capacity for Reagile Extension 8, by drilling and equipping various boreholes in Reagile.

C3.1.2 OVERVIEW OF THE WORKS

The work to be carried out includes drilling of boreholes, testing of boreholes to confirm discharge yields, and complete water quality tests.

C3.1.3 EXTENT OF WORKS

The Works to be carried out by the Contractor under this Contract comprises of the following:

(a) Work contained in the Bill of Quantities

- Drilling of boreholes (maximum of 5) located within different locations in Reagile.
- Electrical and mechanical works for the boreholes.
- Install pipework for water reticulation. New pipework (90, 63 Ø mm) between boreholes and tanks
- Install new temporary water storage tanks.
- Supply and install new water purification plant.
- Connect to existing water reticulation.

(b) Correction of defects in the Works in accordance with the requirements specified in the Contract Documents.

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

The EPWP principles shall only be applicable to appropriate sections of the works where labour intensive construction methods can be used.

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

C3.1.4 **LOCATION OF THE WORKS**

Reagile Extension 8, Koster, Bojanala Platinum District Municipality, North West.

The conditions on site are as follows:

Altitude above sea level.....	1 200 m
Barometric pressure	640 mm Hg
Annual rainfall	± 770 mm
Peak temperature.....	40 °C
Average maximum temperature.....	35 °C
Minimum temperature.....	-5 °C
Relative humidity	71% at 13 °C
Lightning	Severe
Corrosion	Severe
Atmosphere.....	Dusty

Access to the Site is by means of existing tarred roads.

No restriction on access to the Site of Works will be placed on persons or vehicles involved with the execution of the Works.

C3.2 ENGINEERING**C3.2.1 DESIGN**

- (a) The Employer is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.
- (b) The Contractor shall supply all details necessary to assist the Engineer in the compilation of the as-built drawings.

C3.2.2 EMPLOYER'S DESIGN

The Employer's design is shown on the drawings.

C3.2.3 CONTRACTOR'S DESIGN

Where the Contractor is to supply the design of designated parts of the permanent Works or temporary Works he shall supply full working drawings supported by a professional engineer's design certificate.

C3.2.4 DRAWINGS

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Engineer. The Engineer will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the Contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates, or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Engineer's Representative on a regular basis.

All information in possession of the Contractor, required by the Engineer and/or the Engineer's Representative to complete the as-built/record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.

The Drawings prepared by the Employer for the permanent Works are listed and bound in separate volumes. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

C3.3 PROCUREMENT**C3.3.1 PREFERENTIAL PROCUREMENT****C3.3.1.1 Requirements**

The Employer's Preferential Procurement requirements are included in Part T2 of the documents.

C3.3.2 SUBCONTRACTING**C3.3.2.1 Scope of mandatory subcontract works**

A minimum of 30 % of the contract value (VAT inclusive) shall be allocated towards the employment of local labour, subcontractors and suppliers which can be broken down as follows:

- 25% of the contract value (VAT inclusive) will be allocated to local sub contractors and local labour.
- 5% of the contract value (VAT inclusive) shall be allocated to local suppliers within Bojanala Platinum District Municipality.

The contractor will be required to submit a statement with each payment certificate indicating where and how this requirement has been met. Sanctions will be imposed on the Principal Contractor in the form of a financial penalty equal to the difference between the actual and minimum percentage.

Preference will be given to contractors and suppliers located within the boundaries of the Located Service Delivery Center. The following activities are deemed suitable for the employment of local labour/sub-contractors:

- Clearing and grubbing of the site.
- Search and expose of existing services.
- Mixing, transporting, placing and finishing of small concrete works.
- Excavation and installation of house connections.
- Installation of stand pipes and prepaid water meters.

C3.3.2.2 Subcontracting procedures

In addition to the requirements of Clause 4.4 of the General Conditions of Construction Works 2015 Third Edition, the contractor shall require approval from the Engineer for the subcontractors to be used on site.

C3.3.2.3: Attendance on subcontractors

The Principal Contractor shall be responsible for work carried out by the subcontractors on his behalf. The Engineer shall not liaise directly with subcontractors. The Principal Contractor shall ensure that the subcontractors comply with Health and Safety legislations. Problems related to payments, programming, workmanship, etc. shall be the responsibility of the Principal Contractor, and the Employer and Engineer will NOT become involved.

No subcontractor will be allowed to attend meetings between the Principal Contractor, the Engineer and/or the Employer.

C3.4 CONSTRUCTION**C3.4.1 WORKS SPECIFICATIONS****C3.4.1.1 Applicable SANS 1200 Standardized Specifications**

All the SANS 1200 Standardized Specifications are applicable to this Contract.

The term "project specification" must be replaced by "scope of works" wherever it appears in these standardized specifications.

C3.4.1.2 Particular Specifications

Particular Specifications are included in the various books of the document.

C3.4.1.3 National and International Standards

National and International Standards required for the works are listed in the various specifications forming part of this Contract.

C3.4.1.4 Variations and Additions to the SANS 1200 Standardized Specifications

Variations and additions to the SANS 1200 Standardized Specifications are given in section C3.4.6 of this book.

C3.4.2 SITE ESTABLISHMENT**C3.4.2.1 Services and facilities provided by the Employer****(a) Water supply**

A reticulated potable water supply is available in the vicinity of the Site.

The responsible water supply authority in the area of the Site is Bojanala Platinum District Municipality.

Should the Contractor, in complying with his obligations in terms of subclause C3.4.2.2(b): Water, wish to utilise such water supply, he shall himself be responsible for making his own arrangements with the responsible water supply authority for the supply of all water that he may require from such reticulation network for construction purposes as well as for domestic consumption.

If so required by the responsible water supply authority, the Contractor shall further be responsible, at his own cost, for making or otherwise providing metered connections to the available services at the positions specified by the water authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available reticulated water supply will necessarily be adequate for the Contractor's purposes nor that such supply is in any way guaranteed.

All charges as may be levied by the responsible water supply authority in respect of water consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall, in accordance with the provisions of subclause C3.4.2.2(b), be deemed to be included in the sums tendered by the Contractor for the various Preliminary and General items listed in the Bill of Quantities, as well as in the rates tendered by the Contractor for the various other items listed in the Bill of Quantities which require the consumption of water.

The Contractor shall, when reasonably required by the Engineer, produce documentary proof that all amounts as may have become due and payable by the Contractor to the responsible water authority have been promptly paid in full.

(b) Electricity supply

A reticulated electrical power supply is available in the vicinity of the Site.

The responsible electricity supply authority in the area of the Site is Eskom.

Should the Contractor, in complying with his obligations in terms of subclause C3.4.2.2(c): Electricity, wish to avail himself of such supply, he shall, in accordance with the provisions of subclause C3.4.2.2(c), and at his own cost, be responsible for making his own arrangements with the responsible electricity supply authority for the supply of all electrical power he may require from such reticulation network for construction purposes as well as for domestic consumption.

If so required by the responsible electricity supply authority, the Contractor shall, at his own cost, be responsible for making metered connections to the available services at the positions specified by the electricity supply authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available reticulated electrical power supply will necessarily be adequate for the Contractor's purposes nor that its supply is in any way guaranteed.

All charges as may be levied by the responsible electricity supply authority in respect of electrical power consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall, in accordance with the provisions of subclause C3.4.2.2(c), be deemed to be included in the sums tendered by the Contractor for the various Preliminary and General items listed in the Bill of Quantities, as well as in the rates tendered by the Contractor for the various other items listed in the Bill of Quantities which require the consumption of electricity.

The Contractor shall, when reasonably required by the Engineer, produce documentary proof that all amounts as may have become due and payable by the Contractor to the responsible electricity supply authority have been promptly paid in full.

(c) Sanitation

The Contractor shall supply chemical toilets for use by his employees. No separate payment shall be made for chemical toilets and the cost to supply and maintain the toilets shall be included in the applicable tendered rates.

(d) Area for contractor's site establishment

A specific area in close proximity to or on the Site of the Works will be made available by the Employer to the Contractor for the Contractor's site establishment. The specific area for the Contractor's site establishment will be identified to the Contractor by the Engineer and the Contractor shall have sole use of such area, free of charge, for the duration of the Contract. The Contractor shall use this area only for the purposes of erecting his site offices, workshops, stores and other facilities required for the execution of the Contract. The Contractor shall not use the area nor allow it to be used for any purposes not directly associated with the execution of the Contract.

The Contractor shall be responsible for arranging, at his own cost, for the provision of all services he may require in the area, as well as elsewhere on the Site.

Should the Contractor deem the area made available by the Employer to be inadequate or unsuitable for the Contractor's particular needs, then the Contractor shall be at liberty to make his own arrangements with the owners of other sites which he considers are better suited to his needs; provided always that the use by the Contractor of any area other than that made available to him by the Employer shall be subject to the prior written approval of the Engineer, which approval shall not be unreasonably withheld; and provided further that the Contractor shall have no claim against the Employer in respect of any costs incurred by him, either directly or indirectly in consequence of utilising any area other than that made available to him by the Employer, and which costs exceed those costs allowed for by the Contractor in his Tender.

C3.4.2.2 Facilities provided by the Contractor**(a) Facilities for the Engineer**

Double, solid roof, carport, locked for limited access.

(b) Water

The Contractor shall, at his own expense, be responsible for obtaining and distributing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessities for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld.

The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Engineer, produce proof of such compliance. The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Contractor shall, whenever reasonably required by the Engineer, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of water, the costs of which will be deemed to be included in the Contractor's tendered rates.

(c) Electricity

The Contractor shall, at his own expense, be responsible for obtaining and distributing all electricity as he may require for the purposes of executing the Contract, including electricity for both construction purposes and domestic use, as well as for making all arrangements in connection therewith.

The distribution of electricity shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of electricity, the costs of which will be deemed to be in the Contractor's tendered rates and prices.

(d) Sanitation

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, to the satisfaction of the responsible health authorities in the area of the Site and the Engineer. All such excrement shall be removed from the Site and shall not be disposed of by the Contractor on the Site.

The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this subclause and the costs thereof shall be deemed to be included within the Contractor's tendered Preliminary and General items.

C3.4.2.3 Site usage

The Site of the Works shall only be used for the construction of the Works.

C3.4.2.4 Permits and wayleaves

The Employer shall be responsible to obtain all the wayleaves required for this Contract.

C3.4.2.5 Features requiring special attention**(a) Site maintenance**

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

(b) Testing and quality control**(i) Contractor to engage services of an independent laboratory**

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Engineer in deciding whether the quality of materials utilised and workmanship achieved by the Contractor comply with the requirements of the Specifications. The foregoing shall apply irrespective of whether the specifications indicate that the said testing is to be carried out by the Engineer or by the Contractor.

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Engineer with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an "independent laboratory" shall mean an "approved laboratory" (as defined in subclause PSA 7.2) which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

(ii) Additional testing required by the Engineer

In addition to the provisions of subclause C3.4.2.5(b)(i): Contractor to engage services of an independent laboratory, the Engineer shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any such tests, additional to those described in subclause C3.4.2.5(b)(i), at such times and at such locations in the Works as the Engineer shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory

for carrying out all such additional testing as required by the Engineer, and copies of the test results shall be promptly submitted to the Engineer.

(iii) Costs of testing

(a) Tests in terms of subclause C3.4.2.5(c)(i)

The costs of all testing carried out by the independent laboratory in accordance with the requirements of subclause C3.4.2.5(c)(i), above shall be borne by the Contractor and shall be deemed to be included in the tendered rates and prices for the respective items of work as listed in the Bill of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of subclause C3.4.2.5(c)(i).

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (e.g. re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

(b) Additional tests required by the Engineer

The costs of any additional tests required by the Engineer in terms of subclause C3.4.2.5(b)(i): Additional testing required by the Engineer, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Bill of Quantities; provided always that the costs of any such additional tests ordered by the Engineer, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

(c) Subcontractors

All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Engineer and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Engineer will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Engineer will not become involved.

(d) Access to properties

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or

affected by the area in which he is working. In this respect the Contractor's attention is drawn to Clause 8.1.2 of the Conditions of Contract.

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

Notwithstanding the foregoing, the Contractor may, with the prior approval of the Engineer (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

(e) Existing residential areas

Electricity and water supply interruptions in existing residential areas shall be kept to a minimum. The Engineer's approval shall be obtained prior to such interruptions and residents shall be notified in writing at least 24 hours but not more than 48 hours in advance. Supplies shall be normalised by 16:00 on the same day.

(f) Employment of local labour

It is the intention that this Contract should make maximum use of the local labour force that is presently underemployed. To this end the Contractor shall limit the utilisation on the Contract of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract.

The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Tenderer. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations therefrom shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld.

The employment of casual labour will be conducted in co-operation with community leaders and local structures. The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectorial determination in terms of the Basic Conditions of Employment Act No.75 of 1997, as determined by the Department of Labour.

The contractor is required to appoint a Community Liaison Officer (CLO) in consultation with the Ward Councillor. CLO remuneration shall be set by the Employer.

(g) Monthly statements and payment certificates

The statement to be submitted by the Contractor in terms of Clause 6.10 of the Conditions of Contract shall be prepared by the Contractor at his own cost,

strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Engineer's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Engineer for the purposes of accurately reflecting the actual quantities and amounts which the Engineer deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer within three (3) normal workings days from the date on which the Engineer communicated to the Contractor the adjustments required. The Contractor shall submit to the Engineer five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Engineer the requisite copies of the adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of Clause 6.10.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

(h) Construction in restricted areas

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices tendered will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. No extra payment nor any claim for payment due to these difficulties will be considered.

(i) Notices, signs, barricades and advertisements

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

The Engineer shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

(j) Workmanship and quality control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all

transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

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

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

C3.4.2.6 Extension of time due to abnormal rainfall

Extension of time for completion of the works due to abnormal rainfall is described in Clause 42 of the Contract Data.

The rainfall records at the nearest rainfall station will be used for this contract.

The Contractor shall, at his own cost, provide and erect on the Site at a location approved by the Engineer, an approved rain gauge, which shall be fenced off in a manner which will prevent any undue interference by workmen and others. The Contractor shall, at his own cost, arrange for the reading of the rain gauge on a daily basis for the duration of the Contract. The gauge readings, as well as the date and time at which the reading was taken shall be recorded in a separate record book provided by the Contractor for this purpose. All entries in the rainfall record books shall be signed by the person taking the reading and the gauge shall be properly emptied immediately after each reading has been taken. If required by the Engineer, the Engineer shall be entitled to witness the reading of the gauge.

The Contractor's claims in terms of Clause 5.12 of the Conditions of Contract for extension of time in respect of delays resulting from wet climatic conditions on the Site during each month, shall be submitted in writing to the Engineer monthly.

C3.4.3 PLANT AND MATERIALS**C3.4.3.1 Plant and materials supplied by the employer**

The Employer shall not supply any plant or materials.

C3.4.3.2 Materials, samples and shop drawings**(a) Samples**

Materials or work which do not conform to the approved samples submitted in terms of Clause 7.4.1 of the Conditions of Contract, will be rejected. The Engineer reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

The costs of any such tests conducted by or on behalf of the Engineer, the results of which indicate that the samples provided by the Contractor do not conform to the requirements of the Contract, shall, in accordance with the provisions of Clause 7.4.4 of the Conditions of Contract, be for the Contractor's account.

C3.4.4 CONSTRUCTION EQUIPMENT**C3.4.4.1 Requirements for equipment**

Construction equipment shall be sufficient to construct the works.

C3.4.5 EXISTING SERVICES**C3.4.5.1 Known services**

There are no drawings available that indicate existing services.

The appointed Contractor must allow exposing existing services prior to starting any machine excavation for the new pipelines.

C3.4.6 VARIATIONS AND ADDITIONS TO THE STANDARDIZED SPECIFICATIONS FOR THIS CONTRACT, AND PARTICULAR SPECIFICATIONS

Note: The Variations and Additions to the Standardized Specifications for this Contract and the Particular Specifications are covered in the descriptions in the Bill of Quantities.

C3.5 MANAGEMENT OF THE WORKS**C3.5.1 GENERIC SPECIFICATIONS**

The SANS 1200 Standardized Specifications are applicable.

C3.6 HEALTH AND SAFETY**C3.6.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES****(a) Construction Regulations, 2014**

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37942 and Regulation Gazette No 647 of 29 August 2014. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Bill of Quantities and Drawings, as well as in the Employers' health and safety specifications (regulation 5 (1)) of the Construction Regulations 2014, which are bound in the Contract document.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

A payment item is included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the above mentioned regulations.

PART C4
SITE INFORMATION
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C4 SITE INFORMATION

SITE INFORMATION**C4.1 NATURE OF GROUND AND SUBSOIL CONDITIONS**

A visual inspection of the areas of Reagile Extension 8, Koster will not be shown to the tenderers. Tenderers are encouraged to familiarise themselves with the site before submission of Tender.

Substantial rock is expected, the earthworks will include the excavation of pipe trenches.

C4.2 OTHER INFORMATION

None.