



MPOFANA LOCAL MUNICIPALITY

The Rehabilitation of Bruntville Sport field in Ward 3

CONTRACT No. MPO/06/2023

(CIDB CATEGORY: 4CE/PE OR HIGHER)

PROCUREMENT DOCUMENT

Name of Tenderer _____

Telephone Number _____

Fax Number _____

Address _____

Tender Sum _____

EMPLOYER:

Mpofana Local Municipality

10 Claughton Terrace

Mooi River

3000

Tel: (033) 263 1221

Fax: (033) 263 1127

CONSULTING ENGINEERS:

Bhosibo Development Projects cc

Consulting Engineers & Project Managers

Suite 06, 92 Crompton Street

Pinetown

3600

Tel: 031 702 5367

Fax: 086 212 8871

TABLE OF CONTENTS

Page No.

PROCUREMENT DOCUMENT.....	(i)
SUMMARY OF TENDER OPENING PURPOSE.....	(ii)
TENDER	T.0
PART 1 TENDER PROCEDURES.....	T.1
T.1.1 TENDER NOTICE AND INVITATION TO TENDER.....	T.2
T.1.2 TENDER DATA.....	T.4
T.1.2.1 STANDARD CONDITIONS OF TENDER.....	T.4
T.1.2.2 TENDER DATA.....	T.13
F.1.1 Employer.....	T.13
F.1.2 The Tender Document	T.13
F.1.4 The Employer's agent.....	T.14
F.2.1 Eligibility.....	T.14
F.2.7 Site visit and clarification.....	T.15
F.2.12 Alternative tenders.....	T.15
F.2.13 Submitting a tender offer.....	T.16
F.2.15 Closing Time.....	T.16
F.2.16 Tender validity.....	T.16
F.2.19 Inspection, tests and analysis.....	T.16
F.2.22 Return of Tender Documents.....	T.16
F.2.23 Certificates.....	T.16
F.3 .4 Opening of Tender Submissions.....	T.17
F.3.11 Evaluation of Tender Offers.....	T.17
F.3.12 Acceptance of Tender Offer.....	T.21
F.3.13 Copies of Contract.....	T.21
PART 2 RETURNABLE DOCUMENTS.....	T.26
T2.1 LIST OF RETURNABLE DOCUMENTS.....	T.27
T2.2 RETURNABLE SCHEDULES AND FORMS.....	T.28
T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES.....	T.28
A. CERTIFICATE OF ATTENDANCE AT SITE MEETING.....	T.29
B. COMPULSORY ENTERPRISE QUESTIONNAIRE.....	T.30
C. RECORD OF ADDENDA TO TENDER DOCUMENTS.....	T.33
D. CERTIFICATE OF AUTHORITY.....	T.34
E. PLANT AND EQUIPMENT.....	T.39
F. EXPERIENCE TO TENDERER.....	T.40
G. PRESENT COMMITMENTS.....	T.41
H. AGREEMENT TO CEDE 5% OF THE WORKS TO LOCAL EMERGING CONTRACTORS.....	T.42
I. KEY PERSONNEL.....	T.43
J. CURRICULUM VITAE OF KEY PERSONNEL.....	T.44
K. PRELIMINARY PROGRAMME.....	T.46
L. AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES.....	T.47

M. CONTRACTOR'S HEALTH AND SAFETY PLAN AND DECLARATION.....	T.49
N. PROOF OF CIDB REGISTRATION.....	T.52
O. TAX CLEARANCE CERTIFICATE.....	T.53
P. TENDER'S FINANCIAL STANDING.....	T.55
Q. FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE.....	T.56
R. DECLARATION OF INTEREST.....	T.57
S. RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE.....	T.67
T.2.2.3 PRO FORMA FORMS TO BE COMPLETED BY SUCCESSFUL TENDERER.....	T.72
PERFORMANCE GUARANTEE.....	T.73
PRO FORMA NOTIFICATION FORM IN TERMS OF THE OHS ACT 1993.....	T.75
THE CONTRACT.....	C.1
TABLE OF CONTENT.....	C.2

C1: AGREEMENTS AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE	C3	Yellow
C1.2: CONTRACT DATA	C7	Yellow
C1.2.1: CONDITIONS OF CONTRACT	C7	Yellow
C1.2.2: PART A: DATA PROVIDED BY THE EMPLOYER	C9	Yellow
PART B: DATA PROVIDED BY THE CONTRACTOR	C11	Yellow
C1.2.3: THE VARIATION TO THE GENERAL CONDITIONS OF CONTRACT	C12	Yellow
C1.3: FORM OF GUARANTEE	C18	White
C1.4: AGREEMENT WITH ADJUDICATOR	C20	White
C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993.....	C22	White
C1.6: RETENTION MONEY GUARANTEE.....	C24	White

C2: PRICING DATA

C2.1: INSTRUCTIONS	C26	Yellow
C2.2: SCHEDULE OF QUANTITIES	C30	Yellow

C3: SCOPE OF WORK

TABLE OF CONTENTS.....	C59	Blue
C3.1: STANDARD SPECIFICATIONS	C61	Blue
C3.2: PROJECT SPECIFICATIONS	C62	Blue
C3.3: PARTICULAR SPECIFICATIONS	C186	Blue

C4: SITE INFORMATION

C4.1: LOCALITY PLAN.....	C298	Green
C4.2: EXAMPLE OF CONTRACT SIGNBOARD DETAILS	C299	Green
C4.3: EXISTING SERVICES REPORT.....	C300	Green
C4.4: DRAWINGS.....	C301	Green

MPOFANA LOCAL MUNICIPALITY

The Rehabilitation of Bruntville Sport field in Ward 3

CONTRACT No.: MPO/06/2023

PROCUREMENT DOCUMENT

FOREWORD

This document consists of two distinct clusters, namely the TENDER and the CONTRACT.

The TENDER consists of two parts, namely:

- **T1: Tendering Procedures** to be complied with by every tenderer submitting a tender offer; and
- **T2: Documents to be returned by the Tenderer**, including the returnable schedules and forms to be completed by each tenderer, some of which will eventually be incorporated into the contract between the successful tenderer and the Employer.

The CONTRACT consists of seven parts, namely:

- **C1: Contract Data and Agreements;**
- **C2: Pricing Data;**
- **C3: Scope of Work**
- **C4: Project Specification**
- **C5: Particular Specification**
- **C6: Site Information;** and
- **C7: Annexures** (that may have a bearing on the contract).

Each part or volume is preceded by its own table of contents.

SUMMARY FOR TENDER OPENING PURPOSES

[To facilitate the reading out of tender parameters at the opening of tenders, the tenderer shall complete this form and submit it with his tender]

Name of Contractor submitting the tender:

Tender amount *(as stated in the Form of Offer)*: R.....

Alternative Tender offered? (Yes / No)

If "Yes" state amount: R

Specified Time for Completion: 8 months

Alternative Time for Completion offered? (Yes / No)

If "Yes", state time offered

Details of contact person:

Name *(Print)*:

Telephone No: Fax No:

E-mail address:

Note: In the event of conflict between the data provided in this summary and that given in the tender, the latter shall prevail.

SIGNATURE:

(of person authorised to sign the tender)

TENDER

T1: TENDERING PROCEDURES

T2: RETURNABLE DOCUMENTS

T1: TENDERING PROCEDURES

TABLE OF CONTENTS	Page
T1.1: TENDER NOTICE AND INVITATION TO TENDER	T.2
T1.2: TENDER DATA	T.4
T1.2.1: Standard Conditions of Tender	T.4
T1.2.2: Tender Data	T.13

T1.1 TENDER NOTICE AND INVITATION TO TENDER

T1.1: TENDER NOTICE AND INVITATION TO TENDER



MPOFANA LOCAL MUNICIPALITY

CIDB CATEGORY: 4CE/PE OR HIGHER

Project Name: **The Rehabilitation of Bruntville Sport field in Ward 3**

CONTRACT No.: **MPO/06/2023**

Tenders are hereby invited for **the Rehabilitation of Bruntville Sport field in Ward 3**. The minimum specifications are detailed in the Tender Document. Tenderers should be registered and have CIDB contractor grading designation of **4CE/PE OR HIGHER** and appropriate experience in civil works. The works shall be completed within **08 Months**.

Tender documents will only be available for collection from the Municipal offices on , **Wednesday 26 July 2023 to Thursday, 27 July 2023** from the cashier in the Mpofana Local Municipality's offices at 10 Claughton Terrace, Mooi River upon payment of a non-refundable fee of R500 for each document in cash. The municipal offices can be contacted by using the following telecommunication numbers: (033) 263 1221 (Tel) or (033) 263 1127 (Fax).

A compulsory site inspection be held. Technical enquiries should be addressed to Mr Sibusiso Mayisela of Mpofana Local Municipality on (033) 263 1221 or email address: sibusiso.mayisela@mpofana.gov.za and Supply Chain Management enquiries to Mr. Sanele Sithole on 033 263 1221 or email address sanele.sithole@mpofana.gov.za.

Completed tender documents are to be placed in a sealed envelope marked: **The Rehabilitation of Bruntville Sport field in Ward 3. Tender No.: MPO/06/2023** and must be deposited in the Tender Box at the offices of Mpofana Local Municipality's situated at 10 Claughton Terrace, Mooi River, not later than **12h00 on Thursday, 10 August 2023**. Tenders will be opened in public soon after closure and only the name of the tenderer and the tender amount will be read out.

The procedure for the evaluation of responsive tenders will be **Returnable Documents, Functionality (Financial Offer, Quality and Preferences)** and Quality will be evaluated prior to financial and Preference. **Functionality/quality: tender must achieve at least 60% in order to qualify for the second stage of evaluation.** Tenderers must provide proof of registration on Central Suppliers Database (CSD).

The 80/20 scoring will apply in the second stage of evaluation.

Quality shall be scored independently in accordance with the following schedules:

Evaluation Schedule:	Experience of the Bidder
Evaluation Schedule:	Qualifications and experience of site agent
Evaluation Schedule:	Experience of Foreman
Evaluation Schedule:	Construction Method Statement
Evaluation Schedule:	Plant and Equipment

T1.1 TENDER NOTICE AND INVITATION TO TENDER

The following points will be awarded during the second stage of evaluation:

Price = 80

Price and Preference goal (ownership as a specific goal)

80/20 Preference Point System in terms of the Municipality's SCM Policy will be applicable as follows:

	POINTS
PRICE	80
SPECIFIC GOALS (20 POINTS)	
• Race – 100% Black Owned (HDP)	10
• Gender – 100% Woman Owned (HDP)	05
• Disability (HDP)	05
Total Points for Price and Specific Goal	100

Proof to claim Preference Goal: Ownership as a specific goal

- ID Copy
- Companies and Intellectual Property Commission (CIPC)
- Medical Certificate (if disabled)

It will be a condition of tender that the awarded contractor sub-contract a minimum of 05% to an Exempted Micro Enterprise (EME) which is 51% owned by black people living in rural areas in terms of paragraph 4(1)(v) of the PPPFA Regulations of 2017 and Mpofana Municipality's SCM Policy.

Dr EH Dladla
Municipal Manager
Mpofana Local Municipality

T1.2: TENDER DATA

T1.2.1: STANDARD CONDITIONS OF TENDER

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

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

The clause and sub-clause in the Standard Condition of Tender are prefixed with letter F which refer to Annex F of SANS 294

Clause No.

F.1.1 GENERAL

F.1.1 Actions

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.

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 the 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, will not form part of any contract arising from the invitation to tender.

F.1.4 Communication and Employer's agent

Each communication between the Employer and a Tenderer shall be to or from the Employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The Employer will 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 Contract 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 will not accept or incur any liability to a Tenderer for such cancellation and rejection, but shall give reasons for such action.

F.1.5.2 After the cancellation of a tender process or the rejection of all tender offers the Employer may abandon the proposed procurement and re-issue a similar tender notice and invitation to tender not less than six months after the closing date for tender offers or have it performed in another manner at any time.

F.2 TENDERER'S OBLIGATIONS

The Tenderer shall comply with the obligations hereafter:

F.2.1 Eligibility

Submit a tender offer only if the Tenderer satisfies the criteria stated in the Tender Data and if the Tenderer, or any of his principals, is not under any restriction to do business with the Employer.

F.2.2 Cost of tendering

Accept that the Employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a Tender Offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply 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. He shall use and copy the documents issued by the Employer only for the purpose of preparing and submitting a Tender Offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a Tender Offer, copies of the latest versions of Standards, Specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary, apply for an extension to the closing time stated in the Tender Data if necessitated as a result of the addenda.

F.2.7 Site visit and clarification meeting

Attend the compulsory site visit and clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply, and raise questions. Details of the meeting 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 for submission of tenders 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 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 for submission of tenders 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 alterations or additions 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 Submit alternative Tender Offers only if a main Tender Offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative Tender Offer is to be submitted with the main Tender Offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes.

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

F.2.13 Submitting a Tender Offer

F.2.13.1 Submit a Tender Offer to provide the whole of the works, services or supply identified in the Contract Data, unless stated otherwise in the Tender Data.

F.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, by writing in **black ink**.

F.2.13.3 Submit the Tender Offer communicated on paper as an original plus the number of copies stated in the Tender Data, with an English translation of any documentation in a language other than English.

F.2.13.4 Sign the original (and all copies, if applicable) 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 signatory 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, if applicable) 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 "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 of premature opening of the Tender Offer if the outer package is not sealed and marked as stated.

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

Accept that 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 being non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the Employer receives the Tender Offer at the address specified in the Tender Data not later than the closing time stated in the Tender Data. Proof of posting shall not be accepted as proof of delivery. The Employer will not accept Tender Offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Tender Data.

F.2.15.2 Accept that, if the Employer extends the closing time stated in the Tender Data for any reason, the requirements of the Conditions Tender apply equally to the extended deadline.

F.2.16 Tender Offer validity

F.2.16.1 Hold the Tender Offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Tender Data after the closing time stated in the Tender Data.

F.2.16.2 If requested by the Employer, consider extending the validity period stated in the Tender Data for an agreed additional period.

F.2.17 Clarification of Tender Offer after submission

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

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 being non-responsive.

F.2.18.2 Dispose of samples of materials, where required.

F.2.19 Inspections, tests and analyses

Provide access during working hours to premises for inspections, tests and analyses as provided for the 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 EMPLOYER'S UNDERTAKINGS

The Employer undertakes to:

F.3.1 Respond to clarification

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.3.2 Issue addenda

If necessary, issue addenda, which may amend or amplify the tender documents, to each Tenderer during the period from the date of the Tender Notice until 7 days before the tender closing time stated in the Tender Data. If, as a result of the issuing of addenda, a Tenderer applied 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 public 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, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the name of each Tenderer whose Tender Offer is opened, the total of his prices, preferences claimed, if applicable, and time for completion (if any) for the main Tender Offer only.

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

- (a) complies with the requirements of the 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 Regard a responsive tender as one that conforms to all the items, 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) 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.

F.3.8.3 Reject a non-responsive Tender Offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

1. Check responsive Tender Offers for arithmetical errors, correcting them in the following manner:
 - (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
 - (b) If a Bill of Quantities (or Schedule of Quantities or Schedule of Rates) applies and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there

- is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
- (c) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if a Bill of Quantities applies) to achieve the tendered total of the prices.

2. Consider the rejection of a Tender Offer if the Tenderer does not correct or accept the correction of his arithmetical errors in the manner described in above.

F.3.10 Clarification of a Tender Offer

Obtain clarification from a Tenderer on any matter that could give rise to ambiguity in a contract arising from the Tender Offer.

F.3.11 Evaluation of Tender Offers

F.3.11.1 Appoint an evaluation panel of not less than three persons. Reduce each responsive Tender Offer to a comparative offer and evaluate it using the tender evaluation methods that are indicated in the Tender Data and described as methods 1, 2, 3 and 4.

F.3.11.2 Method 1: In the case of a Financial Offer:

- (a) Rank Tender Offers from the most favourable to the least favourable comparative offer.
- (b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.

F.3.11.3 Method 2: In the case of a Financial Offer and Preferences:

- (a) Score tender evaluation points for each Financial Offer.
- (b) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- (c) Calculate total tender evaluation points
- (d) Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- (e) 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.

F.3.11.4 Method 3: In the case of a Financial Offer and Quality:

- (a) Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.
- (b) Score tender evaluation points for each financial offer.
- (c) Calculate the total tender evaluation points.
- (d) Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- (e) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons no to do so.

F.3.11.5 Method 4: In the case of a Financial Offer, Quality and Preferences:

- (a) Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.
- (b) Score tender evaluation points for each financial offer.
- (c) Confirm that Tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- (d) Calculate total tender evaluation points.
- (e) Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- (f) 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.

F.3.11.6 Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.6.1 Scoring financial offers

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

$$Nfo = W1 \times A$$

Where Nfo = is the number of tender evaluation points awarded for the financial offer;

$W1$ = is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data;

A = is the number calculated using the formula and option described in table below as stated in the tender data.

FORMULAE FOR THE VALUE OF A

FORMULA	BASIS FOR COMPARISON	VALUE OF "A"	
		Option 1	Option 2
1	Highest price or discount	$[1+(P-Pm) / Pm]$	P/Pm
2	Lowest price or percentage commission/fee	$[1-(P-Pm) / Pm]$	Pm/P

Pm = is the comparative offer which is the most favourable

P = is the comparative offer of the tender under consideration

F.3.11.6.2 Scoring quality

Score quality in each of the categories in accordance with the Tender Data and calculate the goal score for quality.

F.3.12 Insurance provided by the Employer

If requested by the proposed successful Tenderer, submit for the Tenderer's information the policies or certificates of insurance (or both) which the Conditions of Contract identified in the Contract Data require the Employer to provide.

F.3.13 Acceptance of Tender Offer

F.3.13.1 Accept the Tender Offer only if the Tenderer complies with the legal requirements, if any, stated in the Tender Data.

F.3.13.2 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. Provided that the Form of Offer and Acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful Tenderer as described in the Form of Offer and Acceptance.

F.3.14 Notice to unsuccessful Tenderers

After the successful Tenderer has acknowledged the Employer's notice of acceptance, notify other Tenderers that their Tender Offers have not been accepted.

F.3.15 Prepare contract documents

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

- (a) addendum issued during the tender period;
- (b) inclusion of some of the returnable documents;
- (c) other revisions agreed between the Employer and the successful Tenderer, and
- (d) the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful Tenderer for acceptance as soon as possible after the date of the Employer's signing of the Form of Offer and Acceptance (including the Schedule of Deviations, if any). Only those documents that the Conditions of Tender require the Tenderer to submit, after acceptance by the Employer, shall be included.

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

Provide to the successful 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.

T1.2.2: TENDER DATA

1. GENERAL

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

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

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

Clause No.

F.1.1 The Employer is:
Mpofana Local Municipality.

F.1.2 Tender Document

(a) The Tender Document issued by the employer consist of the following:

TENDER

T1: Tendering Procedures

T1.1: Tender Notice and Invitation to Tender
T1.2: Tender Data

T2 : Returnable Documents

T2.1: List of Returnable Documents
T2.2: Returnable schedules and forms

CONTRACT

Part 1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance
C1.2: Contract Data
C1.3: Form of Guarantee
C1.4: Agreement with adjudicator
C1.5: Agreement in terms of the OHSA No 85 of 1993

Part 2: Pricing Data

C2.1: Pricing Instructions
C2.2: Bill of Quantities

Part 3: Scope of Work

C3: Scope of Work

Part 4: Project Specification

Part 5: Particular Specification

Part 6 : Site Information

C6 : Site information

(b) Drawings.

- (c) “General Conditions of Contract for Construction Works – 3rd Edition 2015** issued by the South African Institution of Civil Engineering. (Short title “General Conditions of Contract 2015”). This document is obtainable separately, and Tenderers shall obtain their own copies.
- (d) “Standard Specifications for Road and Bridge Works for State Road Authorities” COLTO 1998 Edition.** This document is obtainable separately, and Tenderers shall obtain their own copies.
- (e) The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2003 (Government Gazette No 25207 of 18 July 2003, Notice No R1010).** This document is obtainable separately, and Tenderers shall obtain their own copies.
- (f)** In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.
- (i) The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Notice No 692 of 9 June 2004,

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

F.1.4

The Employer’s agent is:

Name : Bhosibo Development Projects cc
Address : Suite 06, 92 Crompton Street, Pinetown 3600
Tel. : 032 702 5367
Fax : 086 212 8871
E-mail address : info@bhosibo.co.za

F.2.1

Eligibility

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

- (a) the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer’s procurement due to corrupt or fraudulent practices;
- (b) the Tenderer does not have the legal capacity to enter into the contract;
- (c) the Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;
- (d) The Tenderer does not comply with the legal requirements stated in the Employer’s procurement policy;
- (e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
- (f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes and contributions required in terms of legislation applicable to the work in the

contract.

Only those Tenderers who are registered with the Construction Industry Development Board in a contractor-grading equal to a contractor grading designation 5CE OR HIGHER as defined in the Regulations (June 2004), in terms of the CIDB Act No 38 of 2000, are eligible to submit tenders for this contract.

Joint ventures are eligible to submit tenders provided that:

- (g) every member of the joint venture is registered with the CIDB;
- (h) The combined contractor grading designation calculated in accordance with the Construction Industry Board Regulations is equal to or higher than a contractor grading designation stated above.

F.2.7 Site visit and Clarification

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

Location / venue: at Mpofana Local Municipality's offices at 10 Claughton Terrace, Mooi River.

Date: 27 July 2023 at 11:00am

Enquiries regarding the meeting and site inspection may be directed to:

Name: Sanele Sithole
Tel.: (033) 822 3861

F.2.12 Alternative tenders

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

- (a) Individual items
Individual items offered as alternatives to items in the Bill of Quantities will only be considered if listed and priced in Form L: *Amendments, Qualifications and Alternatives* in Part 2 of the Contract Document, accompanied by a detailed statement as necessary.
- (b) Alternative designs
Where a Tenderer desires to submit alternative tender involving modifications to the design or method of construction that would alter the character of the tender, the following procedure must be observed:
 - (i) The alternative offer must be accompanied by supporting information, drawings, calculations and a priced alternative Bill of Quantities to enable its technical acceptability, construction time and price to be fully assessed. Such information, drawings and Bill of Quantities must be sufficient for proper evaluation of the tendered alternative, otherwise the offer will not be considered;
 - (ii) Any alternative tender involving modifications to design will be assessed on its merits and may be accepted. An accepted alternative design will become the design for the purpose of the contract.
 - (iii) If an alternative design with its priced Bill of Quantities has been accepted, the sum thus tendered for the alternative will not be subject to re-measurement and will be the final amount payable to the Contractor, except only for variations arising from:

- Changes in design parameters ordered by the Engineer;
- Changes not arising from any failure or fault of the Contractor, but from modifications requested by the Engineer.

(iv) A decision whether or not to adopt a technically acceptable modified design will be governed by the amount of the overall saving and the advantages to the Employer which the modified design can be reliably expected to achieve. Matters to be considered in arriving at the overall saving will include the effect of any deferment in starting date arising from extra time needed for the preparation of an amended contract for signature.

(v) The Tenderer will be liable for all costs necessary for the Engineer to check the alternative design offered

F.2.13 Submitting a Tender Offer

F.2.13.1 Tender Offer to provide the whole works, services or supply identified in the Contract Data, unless stated otherwise in the Tender Data.

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

F.2.13.5 Delivery of Tender

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

Location of tender box: Foyer of Mpofana Local Municipal Building

Physical address: Mpofana Local Municipality's offices at 10 Claughton Terrace, Mooi River

Identification details: **The Rehabilitation of Bruntville Sport field in Ward 3.**

Contract No.: MPO/06/2023

F.2.3.5 A two-envelope procedure will not be followed.

F. 2.15 Closing Time

The closing time for submission of Tender Offers is **12h00, on Thursday, 10 August 2023**

Telephonic, telegraphic, telex, electronic or e-mailed tenders will not be accepted.

F. 2.16 Tender validity

The Tender Offer validity period is 90 days from the closing time for submission of tenders.

F.2.19 Inspection, tests and analysis

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

F.2.22 Return of Tender Documents

Not applicable.

F.2.23 Certificates

The following certificates must be provided with the tender:

1. Valid Tax Clearance Certificate
2. Company / CC / Trust / Partnership registration certificates
3. ID certificate(s) of all directors, members and/or shareholders

4. An original valid Tax clearance issued by the South African Revenue Services
5. VAT Registration Certificate
6. Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)
7. Skills Development Levy Certificate
8. Joint venture agreement and power of attorney in case of joint ventures.
9. Contractors CIDB registration certificate.

F.3.4 Opening of Tender Submissions

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

Time: **12:00** Date: **10 August 2023**

Location / Venue: Mpofana Local Municipality's offices at 10 Claughton Terrace, Mooi River

F.3.11 Evaluation of Tender Offers

F.3.11.1 The procedure for evaluation of responsive Tender Offers will be: Returnable Document, Functionality (Financial Offer, Quality and Preferences).

F.3.11.5 Method 4: Financial Offer, Quality and Preferences

The score for quality will be calculated based on the assessment of the submitted returnables and as per the score card below.

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

$$Wq = W2 \times So / Ms$$

where:

W2 is the percentage score given to quality and equals 100

So is the score for quality allocated to the submission under consideration

Ms is the maximum possible score for quality in respect to the submission, which equals 60.

Bidders that score less than 60% of the points will *not* be considered further.

Key aspect of criterion	Basis for points allocation	Score	Max. Points	Verification Method
Experience of the Bidder (Name of traceable references with contact details to be included for verification)	At least three completed construction project of similar nature. Bidders are to submit a letter of appointment and completion certificate.	Excellent	20	Certified copies of Appointment and Completion Certificates
	Two completed construction project of similar nature Bids to submit a letter of appointment and completion certificate,	Good	15	Certified copies of Appointment and Completion Certificates
	One completed construction project of similar nature Bids to submit a letter of appointment and completion certificate.	Fair	8	Certified copies of Appointment and Completion Certificates
	No Submission	Very Poor	0	None

Qualifications and experience of site agent	Relevant civil engineering tertiary Qualification (National Diploma, Degree or higher), attained from a university of technology or higher with more than 10 years' traceable experience in building/sports facility construction projects.	Excellent	15	Certified Copy of Qualification and Curriculum Vitae to be attached
	Relevant civil engineering tertiary Qualification (National Diploma, Degree or higher) attained from a university of technology or higher and less than 5 years' traceable experience in building/sports facility construction projects.	Good	10	Certified Copy of Qualification and Curriculum Vitae to be attached
	No Relevant civil engineering tertiary Qualification (National Diploma, Degree or higher) attained from a university of technology or higher and more than 3 years' traceable experience in building/sports facility construction and rehabilitation projects	Fair	5	Certified Copy of Qualification and Curriculum Vitae to be attached
	No Submission	Poor	0	None
Experience of foreman	10 or more years' experience in road construction and rehabilitation project	Excellent	5	Curriculum Vitae to be attached
	5 or more years' experience in road construction and rehabilitation project	Good	3	Curriculum Vitae to be attached
	Less than 5 years' experience in road construction and rehabilitation project	Fair	1	Curriculum Vitae to be attached
	No Submission	Poor	0	None
Construction Method Statement (relevant to the Bided project-maximum 2 pages) The method statement must include the following sub-headings: Approach Method, Time Frames, Activities (in construction sequence), Construction Administration, Quality Management, Health and Safety	Method statement met all the requirements.	Good	5	Brief (3 Pages Maximum)
	Acceptable method statement. Only provided limited information.	Fair	3	Brief (3 Pages Maximum)
	No Submission	Poor	0	None

NB: Bidders are required to submit supporting documents to score full point

- a) Bidders qualifying on (a) above will be further evaluated using the following procedure for the evaluation of responsive Bids (Price and preferences). The weighting of Bid price and preferences of the Bidder will be done by way of a point system:

For Contracts exceeding a point value of R 50 000 000-00

- 90 points are assigned to price; and
- 10 points are assigned to preferences.

For Contracts not exceeding a potential value of R 50 000 000-00

- 80 points are assigned to price; and
- 20 points are assigned to preferences.

The total points for Price and preferences must add up to 100 points. The financial offer will be scored using formula:

The financial offer will be scored in terms of Formula 2, Option 2 of SANS 294: 2004, which reads as follows (refer to clause F.3.11.6.1):

$$Nfo = W1 \times Pm/P$$

Where:

- Nfo = number of Bid evaluation points awarded for the financial offer;
- W1 = 80 points for rand value not exceeding R50 000 000-00;
- Pm = the rand value of the lowest comparative offer;
- P = the rand value of the Bid Offer under consideration.

- b) Scoring Preferences

Price and Preference goal (ownership as a specific goal)

80/20 Preference Point System in terms of the Municipality's SCM Policy will be applicable as follows:

	POINTS
PRICE	80
SPECIFIC GOALS (20 POINTS)	
• Race – 100% Black Owned (HDP)	10
• Gender – 100% Woman Owned (HDP)	05
• Disability (HDP)	05
Total Points for Price and Specific Goal	100

Proof to claim Preference Goal: Ownership as a specific goal

- ID Copy
- Companies and Intellectual Property Commission (CIPC)
- Medical Certificate (if disabled)

Total Scores for Financial and Preference

The points scored for a Bidder in respect of Price must be added to the points scored for the B-BBEE preferences. Only the Bid with the highest number of points may be selected, except in those instances identified in the SCM Policy Framework of the Client

F.3.12 Acceptance of Tender Offer

F.3.12.1 Tender Offers will only be accepted on condition that:

- (a) The tender offer is signed by a person authorised to sign on behalf of the Tenderer;
- (b) A price is entered against each item in the schedule of quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "indicated" or "provided elsewhere" is entered will deem the tender invalid.
- (b) A valid original Tax Clearance Certificate is included with his tender;
- (c) Tenderer's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003, filled in and signed by the authorized person, is included with his tender submission;
- (d) A Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender;
- (e) The Tenderer or a competent authorised representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection;
- (f) The Contractor who submits the tender has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the Regulations 2003 promulgated in terms of the Act, or if the Contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of tenders.
- (g) A Compulsory enterprise questionnaire, filled in and signed by the authorized person, is included with his tender submission;
- (h) The tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges
- (i) 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.
- (j) 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.

F.3.13 Copies of Contract

The number of paper copies of the signed contract to be provided by the Employer is ONE.

F.3.20 Subcontracting

F3.20.1. Definitions and Interpretations

For the purposes of this section of the Project Specification, the definitions given in the General Conditions of Contract for Construction Works 2015, the Standard Specifications

and the Project Specifications, together with the following definitions shall apply:

- (a) **"Project Manager"** this refer to the consultant that has been appointed by the Mpoofana Local Municipality to manage the planning, design and construction of the project as described in the bid invitation.
- (b) **"Main Contract"** Any contract for the execution of civil engineering or building or similar construction works, in which the liabilities and responsibilities of the two parties thereto are assigned essentially in a manner which is consistent with that set out in the General Conditions of Contract for Construction Works 2015.
- (c) **"Project Management Team (PMT)"** A team that is set up after award of the contract, consisting of the Contractor, the Engineer, a delegated person from the Employer and member of the Project Management consultant. The function of the PMT will be to consult regarding the management of the subcontracts involving LEs. The PMT will also evaluate the Contractor's performance regarding the goals set for LE involvement. The Employer's Project Manager and or the Project Management Consultant will to decide of which party is to chair and lead the team. Minutes of these meetings will be taken by the Engineer.
- (d) **"LE Construction Manager"**: Person provided by Contractor to guide, assist and mentor all eligible potential LEs tendering and awarded a contract as LE Subcontractors as per section 4.4 of this Specification Document.
- (e) **"Local Enterprise (LE)"**: A 'Local Enterprise' (LE) is defined as a company One that has an office within Mpoofana local Municipality area and should be registered in Mpoofana Local Municipality supplier database, **company need to be registered with the CIDB – Level 1 to 6.**
- (f) **"(Black People (BP))"**: 'Black people' (BP) are defined as Africans, Coloured and Indians who hold South African Citizenship through their birth-right.
- (g) **Sub-contractor**: A contractor who contracts with the Main Contractor to provide works as part of the total services required by the Employer for that Contract.
- (h) **LE Package**: Specified work package identified for execution by LE's. The identifiers are Employer, Main Contractor and Management Team.
- (i) **Joint Venture**: An association of firms, companies or businesses for which purpose they combine their expertise, efforts, skills and knowledge to execute the Contract.
- (j) **Local community**: The local community for the purposes of the

F3.20.2. Development Planning Phase

The development planning is a preparatory phase which concentrates on establishment of the Identification of Sustainable Works Opportunities.

2.1. *Identification of Works Opportunities (IWO)*

The process of identification of works opportunities process will be carried out in a number of stages on the Project, at design, tender and construction stage.

2.2. *IWO on Design Stage:*

The design team led by the Engineer will identify sustainable works opportunities to be performed by LEs. This process will be guided by the Employer's developmental objectives. A **Value Engineering Session** will be held and bill of quantities to test the maximum beneficiation and meeting of the client objective.

2.3. *IWO on Construction Stage:*

During the construction stage, the Contractor or Employer through relevant structures (PMT or

Project Review Meeting) may identify additional work to be performed by LEs. This additional work will also follow the specification in terms of scheduling and procuring LEs for such work.

The Contractor will note that all work measured in the Bills of Quantities is the Contractor's sole responsibility. This also applies where LEs have been identified for a particular portion of works in its entirety.

The LEs will be responsible for procuring all required materials, labour, equipment and any other incidentals to undertake the works subcontracted to them unless otherwise specified by Employer before tender or approved by the Project Management Team during construction.

The Contractor will supervise and manage the LE work at all times to ensure compliance with the specifications and drawings. (To be included in contract information)

F3.20.3. Tender Process Phase

According to the agreed LE Works Packages Schedule, the Contractor will start with procurement of LEs to partake in the tendering or quotation process. The Contractor may request a list of LEs from the Employer's database of "As and when" contractors. Within three working days, the Project Manager will forward the list of LEs together with any other relevant information such as; the contact person, contact numbers, and CIDB grades. Any problems encountered during invitation should be reported back to Project Manager or the PMT meeting before the Site Inspection Meeting (sometimes referred to as the Mandatory meeting).

3.1. *Tender process for LEs*

The following process will be enforced unless agreed otherwise with Project Management Team.

3.2. *Tender invitation*

A minimum of 3 (three) shall be invited to tender for each subcontract to be performed by LEs.

3.3. *Compilation and issue of tender documents*

The Engineer shall compile the tender documents in such a manner that it will facilitate the achievement of all objectives and principles pertaining to procurement and development of LEs as stated in or as may reasonably be inferred from the conditions of this contract. All tender documentation shall be reviewed, approved and issued by the Contractor.

The Sub-Contract Agreement in accordance with the SAFCEC will be compiled by the Main Contractor with the assistance of the Engineer. The Main Contractor shall be responsible for the compilation of each subcontract agreement and ensuring that the terms and conditions are consistent with all requirements as specified in or reasonably to be inferred from the provisions of this Contract. All costs associated with the tender process including the conclusion of the agreement are for the Contractor's account.

In addition to the provisions of clause 6 of the General Conditions of Contract for Construction Works 2015, the final terms and conditions of each subcontract agreement shall be subject to the approval of the Employer, which approval shall be obtained by the Contractor prior to entering into the subcontract agreement.

The Contractor may not enter into any subcontract agreement that contains terms more onerous or disproportionate to the risks inherent in the main contract for either the LE or the Contractor.

The Contractor is required to use a standard form of subcontract and follow recommended which will be placed on SAFCEC sub-contract agreement with any necessary amendments.

3.4. *Facilitation of a Site Briefing Session*

The Contractor shall facilitate a Site Briefing Session for the invited LEs. The Main Contractor will also make sure that all relevant parties (PMT) are present and given an opportunity to present specific aspects of the requirements pertaining to their tender sections.

3.5. *Pre-Tender Assistance to the LEs*

At the briefing session, the Main Contractor assisted by the Project Manager and Engineer shall be responsible for ensuring that prospective LE Tenderers fully comprehend the:

- implications of the liabilities and responsibilities inherent in the particular basic level of subcontract applicable;
- scope and extent of the portion of the works included in the subcontract;
- the requirements for quality control of works
- the requirements for occupational health and safety
- proper procedures for the submission of the tenders;
- procedures and basis on which tenders will be adjudicated and the subcontracts awarded.

All the above should happen on the tender briefing session.

3.6. *Adjudication*

- (a) The Contractor shall receive all tenders at a location identified by him. All sealed tender submissions will be placed in a proper tender box provided by the Contractor for this purpose. A submission register will be maintained by the Contractor for all tenders received.
- (b) All tenders received shall be evaluated by the Contractor for final approval. The draft tender evaluation report shall be distributed to the PMT members 5 working days prior to the PMT meeting for comments and perusal in order to finalize the evaluation before the meeting. The format of the tender evaluation report must be agreed upon at the first PMT meeting.

The evaluation of the Occupational Health and Safety plans will be done by the Contractor SHE Officer.

- (c) The PMT shall have the right to interview any tenderer for the purpose of:
 - clarifying any aspect of the tender;
 - querying abnormally high or low rates and prices, and
 - clarifying rates and prices which are not in balance with other tendered rates and prices.
- (d) The Contractor shall provide all reasonable opportunity to such tenderers who have been interviewed, to correct obvious and patent errors, provided always that this can be achieved without altering the total tendered sum.

3.7. *Award of Tender*

The Contractor shall explain his evaluation process to the Project Management Team for endorsement. All enquiries about the process thereafter will be referred to the Employer.

The successful Contractor will award the work to the successful LE Tenderer where after a subcontract agreement will be signed between the Contractor and the successful LE Tenderer.

3.8. *Sub-Contract Agreement*

In accordance with the provisions of Clause 6 of the General Conditions of Contract for Construction Works 2015 and subject always to the further provisions of this specification, the terms and conditions of each subcontract agreement shall be as mutually agreed in writing between the Contractor and the LE. Each subcontract agreement, which is entered into by the Contractor in accordance with the requirements of this specification, shall contain terms and conditions, which assign the responsibilities and liabilities of the two parties to the subcontract.

The terms and conditions of the subcontract agreement shall specifically ensure that the provisions of this contract pertaining to:

- (a) the allowable sources from which workers may be drawn in terms of the contract;
- (b) the terms and conditions relating to the recruitment, employment and remuneration of

- workers engaged on the contract works; and
- (c) any training to be provided to the temporary workforce;
- (d) Occupational health and safety.
- (e) Use of labour-intensive methods

shall apply as is in respect of all workers engaged and employed by any LE.

F3.20.4. Construction Phase

4.1. *Programming and monitoring*

- The Contractor shall be required to provide as part of his initial programme (Clause 5.6 of GCC 2015) and updated as necessary in accordance thereof the following:
 - Clear indication in the programme the timing and duration of each LE subcontractor
 - Projected cash flow aligned to the programme for LE subcontractors
- only work certified by the Engineer as having been completed by the LE subcontractor shall be eligible for inclusion in meeting the minimum **5%** value of the Works on the whole contract.
- the Contractor will be required to provide proof of payments to LE sub-contractors on a monthly basis as part of the payment certificate. Proof shall as a minimum consist of a signed copy of the subcontractor's invoice to the Contractor for inclusion in the interim payment certificates and the subcontractor's interim payment certificate summary page in a format to be approved by the Engineer.
- The Employer reserves the right to request documentary proof of such payments and shall entitle the Employer to terminate the Contract if the payments have not been made in accordance with certified interim payment certificates.
- The Contractor shall be required to ensure that payment to LE subcontractors shall not deviate by more than 10% of the programmed value in any interim monthly payment certificate. Failure by the Contractor to achieve this shall require substantiation and if necessary, adjustment of the programme to indicate how compliance will be achieved.
- Failure to meet the Target Value at the Practical Completion date shall entitle the Employer to sanction as specified in Contract Data*

4.2. *Attendance on subcontractors*

The Contractor shall in terms of the Clause 4.4.2 of the General Conditions of Contract for Construction Works (second edition 2015) be responsible for the subcontractors' acts, faults and defects as if they were his own.

T2 : RETURNABLE DOCUMENTS

TABLE OF CONTENT

T2.1: LIST OF RETURNABLE DOCUMENTS	T.27
T2.2: RETURNABLE SCHEDULES AND FORMS	T.28
T2.2.1: RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (list of forms under T2.2.1)	T.28
T2.2.2: PREFERENTIAL PROCUREMENT SCHEDULES AND AFFIDAVIT THAT WILL BE INCORPORATED INTO THE CONTRACT	T.77
T2.2.3: PRO FORMA FORMS TO BE COMPLETED BY SUCCESSFUL TENDERER	T.80

T2.1 LIST OF RETURNABLE DOCUMENTS

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

All the documents that will eventually form part of the contract are listed in the Tender Data. Returnable schedules and forms are included in T2.2 hereafter.

The list of returnable documents comprises the following: tick ☒

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

- Details of Registration with CIDB..... ☐
- Proof of Purchase of Tender Documents ☐
- Certificate of Attendance at Site Meeting..... ☐
- Certificate of Authority for Signatory and Registration/ID ☐
- Tenderer's Financial Standing ☐
- Copy of Cancelled Cheque for Company ☐
- VAT Registration Certificate ☐
- Original Tax Clearance Certificate..... ☐
- Skills Development Levy Certificate..... ☐
- Workmen's Compensation Registration Certificate ☐
- Schedule of Similar Work Undertaken..... ☐
- Compulsory Enterprise Questionnaire ☐
- Declaration of Interest..... ☐
- Company / CC / Trust / Partnership / registration certificates..... ☐
- Health and Safety Declaration ☐
- ID certificate(s) of all directors, members and/or shareholders ☐
- Joint Venture Agreement and Power of attorney in case of Joint Ventures ☐
- VAT Registration Certificate ☐
- Form of intent by bank or insurance company to provide a performance guarantee. ☐
- Exempted Micro Enterprises (EMEs) must submit a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency..... ☐

Note: Tenderer to tick off each box to ensure that the necessary schedules and documents have been filled in and are included into the tender document.

T2.2 RETURNABLE SCHEDULES AND FORMS

T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES.

- A CERTIFICATE OF ATTENDANCE AT SITE MEETING
- B COMPULSORY ENTERPRISE QUESTIONNAIRE
- C RECORD OF ADDENDA TO TENDER DOCUMENTS
- D CERTIFICATE OF AUTHORITY FOR SIGNATORY
- E PLANT AND EQUIPMENT
- F EXPERIENCE OF TENDERER
- G PRESENT COMMITMENTS
- H PROPOSED SUBCONTRACTORS
- I KEY PERSONNEL
- J CURRICULUM VITAE OF KEY PERSONNEL
- K PRELIMINARY PROGRAMME
- L AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
- M CONTRACTOR'S HEALTH AND SAFETY PLAN AND DECLARATION
- N PROOF OF CIDB REGISTRATION
- O TAX CLEARANCE CERTIFICATE
- P TENDERER'S FINANCIAL STANDING
- Q FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE
- R DECLARATION OF INTEREST
- S RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE
 - CERTIFICATE OF INDEPENDENT BID DETERMINATION
 - WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE

NOTE: The Tenderer is required to complete each and every schedule and form listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive. The same applies to the Preferential Procurement Schedule in T2.2.2.

The following schedules and forms may or will be incorporated into the Contract:

- PLUS, THE PREFERENTIAL PROCUREMENT SCHEDULE AND AFFIDAVIT IN T2.2.2

A. CERTIFICATE OF ATTENDANCE AT SITE MEETING

This is to certify that (*tenderer*)

.....

of(*address*)

..... was represented by the person(s) named below, however there will be no clarification meeting due to Covid 19 regulations, furthermore documents will be available at Mpofana Local Municipality's offices at 10 Claughton Terrace, Mooi River for **CONTRACT No.: MPO/06/2023** from **Wednesday, 26 July 2023 to Thursday 27 July 2023**.

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

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

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

Name: Signature:

Capacity: Date and Time:



Municipal Date Stamp

B: 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. CIDB registration number, if any: _____

Section 4. Particulars of sole proprietors and partners in partnerships.

Name*	Identity number*	Personal income tax number*

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

Section 5. Particulars of companies and close corporations

Company registration number: _____

Close corporation number: _____

Tax reference number: _____

Section 6. 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 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 Provinces | ☐ 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 | |

If any of the above boxes are marked, disclose the following*:

* Insert separate page if necessary.

Name of sole proprietor, partner, directors, manager, principal share holder or stake holder	Name of institution, public offices, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

Section 7. Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of 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 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 Provinces | ☐ 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 | |

If any of the above boxes are marked, disclose the following*:

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

* Insert separate page if necessary.

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

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

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

Date: _____

Name: _____

Position: _____

Enterprise name: _____

C: RECORD OF ADDENDUM TO TENDER DOCUMENTS

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

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

SIGNATURE: DATE

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

D: CERTIFICATE OF AUTHORITY

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

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

(I) CERTIFICATE FOR COMPANY

I,, chairperson of the Board of Directors of hereby confirm that by resolution of the Board (copy attached) taken on 20.....,

Mr./Ms acting in the capacity of was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

Chairman:

As Witnesses: 1.....

2.....

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as hereby authorise Mr./Ms,

acting in the capacity of, to sign all documents in connection with the tender for Contract No and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(III) CERTIFICATE FOR PARTNERSHIP

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

.....

hereby authorise Mr./Ms ,

acting in the capacity of , to sign all

documents in connection with the tender for Contract No and any

contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) CERTIFICATE FOR JOINT VENTURE

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

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

..... acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract Noand any contract resulting from it on our behalf.

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

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

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

(V) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner:

As Witnesses:

1.....

2.

Date:

REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

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

FUNCTIONALITY/QUALITY DOCUMENTS

[The Bidder's Construction Method Statement is to be inserted here].

F: EXPERIENCE OF TENDERER

Note: Each partner to a Joint Venture is to provide the information required below with respect to his company's contribution to the experience of the Joint Venture.

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

Name of traceable reference with contact details and or completion certificates to be included for verification

[illegible]

Attach additional pages if more space is required.

SIGNATURE: DATE

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

G: PRESENT COMMITMENTS

The following are list of contracts or tenders that I or we are currently committed to complete.

Employer and Contract Description	Contract Amount	Duration and Completion Date	Consulting Engineer

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

H: AGREEMENT TO CEDE 5% OF THE WORKS TO LOCAL EMERGING CONTRACTORS

(Please print)

It is hereby CERTIFIED that I, (Name)

In my capacity as and a duly authorized

Representative of (the TENDERER)

Of (address)

In the company of (the ENGINEER)

Agree to cede 5% of the works to Local Contractors, as appointed/nominated by the Municipality. The scope to be ceded will be agreed once the contract is awarded.

I hereby DECLARE that I am satisfied with the description of the Works to be ceded and the explanations given by the Engineer.

SIGNATURE
(On behalf of TENDERER)

DATE

AS WITNESS: -

NAME:

SIGNATURE:

DATE:

I: KEY PERSONNEL

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

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

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

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

J: CURRICULUM VITAE OF KEY PERSONNEL

[illegible]**Certification:**

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

Date:

Signature:

The tenderer must countersign indicating agreement with the contents of this form.

Date:

Signature of Tenderer:

[illegible]**Certification:**

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

Date:

Signature:

The tenderer must countersign indicating agreement with the contents of this form.

Date:

Signature of Tenderer:

K: PRELIMINARY PROGRAMME

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

PROGRAMME

[illegible]

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

SIGNATURE: DATE

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

L: AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

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

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

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

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

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

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

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

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

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

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

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

SIGNATURE: DATE

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

M: CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
 - (a) From my own competent resources as detailed in 4(a) hereafter: ***Yes / No**
 - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ***Yes / No**
 - (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter: ***Yes / No**

(* = delete whatever is not applicable)
4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 6, and competent persons as defined in Regulations 7, 8, 10, 11, 12, 14, 15, 18, 21(1), 22, 26 and 27, as applicable to this contract)

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

(i) By whom will training be provided?

(ii) When will training be undertaken?

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

.....

.....

.....

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

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

.....

.....

.....

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

6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.

7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.

8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: DATE

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

CONTRACTOR'S SAFETY PLAN

[The Tenderer shall attach to this page (or submit it separately) the Contractor's Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003, and referred to in Form J and in T2.1]

N: PROOF OF CIDB REGISTRATION

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

In the case of a Joint Venture, CIDB Certificates of Registration for all members of the Joint Venture must be supplied.

1. CIDB Requirement

1.1 CIDB Grading

Bidders who are registered with CIDB in a contractor registration equal or higher than 5CE will be eligible to bid.

1.2 Proof of CIDB registration

Bidders who fail to provide the relevant information called for in 1.1 above prior to the closing date of the bid shall be disqualified from further consideration.

1. EPWP Guidelines for the Implementation of Labour-Intensive Projects

The EPWP guidelines for labour intensive methods of construction will apply in order to promote the use of local labour and also afford them with opportunities for training thus transferring skills.

3. Evaluation Criteria

The bids will be evaluated using a two-stage evaluation approach. The first stage will be the functionality and the second stage will be the price and preferential points.

O: TAX CLEARANCE CERTIFICATE

MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

The Bidder is to attach an original Tax Clearance Certificate issued by the South African Revenue Service (SARS) to this page.

Each party to a Joint Venture must submit a separate original Tax Clearance Certificate issued by SARS.

Failure to submit original and valid Tax Clearance Certificate may invalidate the Bid.

If company is a VAT vendor a copy of the VAT certificate must be inserted here, unless reflected in the Tax Clearance Certificate.

**APPLICATION FOR TAX CLEARANCE CERTIFICATE
 (IN RESPECT OF BIDDERS)**

1. Name of taxpayer / bidder:
2. Trade name:

3.	Identification number:																		
4.	Company / Close Corporation registration number:																		
5.	Income tax reference number:																		
6.	VAT registration number (if applicable):																		
7.	PAYE employer's registration number (if applicable):																		

Signature of contact person requiring Tax Clearance Certificate:

Name:

Telephone number: Code: Number:

Address:

DATE: 20____ / ____ / ____

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

P: TENDERER'S FINANCIAL STANDING

In terms of Clause 9.2 of the Conditions of Tender the Employer may make inquiries to obtain a bank rating from the Tenderer's bank.

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

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

Name of account holder:

Name of Bank: Branch:

Account number: Type of account:

Telephone number: Facsimile number:

Name of contact person (at bank):

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

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

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

Q: FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

[The Tenderer must attach hereto a letter from the bank or institution. with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so].

Failure to provide a letter of intent to provide a performance guarantee will render the tender liable for disqualification.

R: DECLARATION OF INTEREST

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

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.

.....
.....

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

3.7.1 If so, furnish particulars.

.....
.....

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

(a) a member of –

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

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

3.8.1 If so, furnish particulars.

.....
.....

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

3.9.1 If so, furnish particulars

.....
.....

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

3.10.1 If so, furnish particulars.

.....
.....

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

3.11.1 If so, furnish particulars.

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature Date

.....
Position Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

(a) The following Preference Point Systems are applicable to invitations to Tender:-

- The 80/20 System for requirements with a Rand Value of up to R 50 000 000 (all applicable taxes included);
- The 90/10 System for requirements with a Rand Value of up to R 50 000 000 (all applicable taxes included).

(b) To be completed by the Organ of State:- (*delete whichever is ~~NOT~~ applicable for this Tender*)

- The applicable Preference Point System for this Tender is the 90/10 Preference Point System.
- The applicable Preference Point System for this Tender is the 80/20 Preference Point System.
- Either the 90/10 or 80/20 Preference Point System will be applicable in this Tender. The lowest/highest acceptable Tender will be used to determine the accurate system once Tenders are received.

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

- Price; and
- Specific Goals.

(d) To be completed by the Organ of State:

- The Maximum Points for this Tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total Points for Price and Specific Goals	100

(e) Failure on the part of a Tenderer to submit proof or documentation required in terms of this Tender to claim points for Specific Goals with the Tender, will be interpreted to mean that Preference Points for Specific Goals are not claimed.

(f) The Organ of State reserves the right to require of a Tenderer either before a Tender is adjudicated or at any time subsequently to substantiate any claim in regard to Preferences in any manner required by the Organ of State.

DEFINITIONS

- (a) **“Tender”** means a written offer in the form determined by an Organ of State in response to an invitation to provide Goods or Services through price quotations, competitive tendering process or any other method envisaged in Legislation;
- (b) **“Price”** means an amount of money tendered for Goods or Services, and includes all applicable taxes less all unconditional discounts;
- (c) **“Rand Value”** means the total estimated value of a contract in Rands, calculated at the time of Bid invitation and includes all applicable taxes;
- (d) **“Tender for Income-generating contracts”** means a written offer in the form determined by an Organ of State in response to an invitation for the origination of Income-generating contracts through any method envisaged in Legislation that will result in a Legal Agreement between the Organ of State and

a third party that produces revenue for the Organ of States and disposal of assets through Public Auctions; and

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

i. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

▪ POINTS AWARDED FOR PRICE

- ✓ The 80/20 or 90/10 Preference Points Systems
- ✓ A maximum of 80 or 90 points is allocated for price on the following basis

Ps = 80	$\frac{1 - P_t - P_{min}}{P_{min}}$	Ps = 90	$\frac{1 - P_t - P_{min}}{P_{min}}$
Where:			
Ps	= Points scored for price of tender under consideration		
Pt	= Price of Tender under consideration		
Pmin	= Price of lowest acceptable Tender		

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

▪ POINTS AWARDED FOR PRICE

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

Ps = 80	$\frac{1 - P_t - P_{max}}{P_{max}}$	Ps = 90	$\frac{1 - P_t - P_{max}}{P_{max}}$
Where:			
Ps	= Points scored for price of tender under consideration		
Pt	= Price of Tender under consideration		
Pmax	= Price of highest acceptable Tender		

iii. POINT AWARDED FOR SPECIFIC GOALS

- In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, Preference Point System 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 Specific Goals stated in the Table 1 below as may be supported by proof/documentation stated in the conditions of this Tender.
- In cases where Organ of State intend to use Regulation 3(2) of the Regulations which states that if it is unclear whether the 80/20 or 90/20 Preference Point System applies, an Organ of State must in the Tender documents stipulate in the case of:-
 - ✓ 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; and/or
 - ✓ Any other invitation for Tender that either the 80/20 or 90/10 Preference Point System will apply and that the lowest acceptable Tender will be used to determine the applicable Preference Point System then the Organ of State must indicate the points allocated for Specific Goals for both the 90/10 and 80/20 Preference Point System.

TABLE 1: SPECIFIC GOALS FOR THE TENDER AND POINTS CLAIMED ARE INDICATED PER THE TABLE BELOW.

- *(Note to Organ of State: Where either the 90/10 or 80/20 Preference Point System is applicable corresponding points must also be indicated as such.)*
- *(Note to Tenderers: The Tenderers must indicate how they claim points for each Preference Point System.)*

THE SPECIFIC GOALS ALLOCATED POINTS IN TERMS OF THIS TENDER	NUMBER OF POINTS ALLOCATED (80/20 SYSTEM) – TO BE COMPLETED BY THE ORGAN OF STATE	NUMBER OF POINTS CLAIMED (80/20 SYSTEM) – TO BE COMPLETED BY THE TENDERER
RACE – 100% Black Owned Proof: CIPC Certificate plus copy of ID Document	10	
Gender – 100% Woman Owned Proof: CIPC Certificate plus copy of ID Document	05	
Disability Proof: Medical Certificate	05	

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

The SABS approved technical specification number SATS 1286: 2011 is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp> at no cost.

1.6. A bid may be disqualified if –

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

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
 - 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
 - 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
 - 2.4. **“designated sector” means** a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
 - 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
 - 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
 - 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
 - 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
 - 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Description of services, works or goods Stipulated minimum threshold

_____ %

_____ %

_____ %

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

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

The relevant rates of exchange information are 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.

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

(Tick applicable box)

YES		NO	
-----	--	----	--

- 5.1. If yes, provide the following particulars:

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

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

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

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

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

IN RESPECT OF BID NO.

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

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

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

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

have satisfied myself that

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

(c) The local content percentages (%) 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 have 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 / Municipality /Municipal Entity 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 / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	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)? (To access this Register, enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

S: RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE

This serves to conform that my **municipal rates and taxes are paid up to date and the following is attached:**

1. An original/certified copy of the most recent municipal certificate, indicating the status of payment of all municipal accounts and taxes: Electricity, water, refuse, rates and levies, from the Municipality in which jurisdiction its business is situated.
2. In the case where the tenderer does not own property/is a tenant for the purpose of its business establishment, the tenderer to provide an original/certified copy of certificate from its landlord certifying that all the tenant's payments in respect of all municipal accounts and taxes i.e. electricity, water, refuse, rates and levies are paid up to date.
3. In the case where it is not possible for a tenderer to obtain the certificate in (2) above from its landlord, the tenderer is required to submit an original/certified copy of the lease agreement for the premises where its business is situated and a letter indicating that all taxes i.e. electricity, water, refuse, rates and levies are paid up to date or are covered in the rental amount.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;

- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE

[The Bidder's Workmen's Compensation Registration Certificate or proof of payment of contributions to be inserted here].

T2.2.3 PRO FORMA FORMS TO BE COMPLETED BY SUCCESSFUL BIDDER

- PERFORMANCE GUARANTEE T73
- PRO FORMA NOTIFICATION FORM IN TERMS OF OHSA 1993 CONSTRUCTION
REGULATIONS 2003..... T75

PERFORMANCE GUARANTEE

Employer: *(name and address)*

.....

.....

Contract No:

(Contract title)

WHEREAS

(hereinafter referred to as "the Employer") entered into, on the day of 20....,

a Contract with

(hereinafter called "the Contractor") for (*CONTRACT TITLE*)

..... at

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

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

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

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

However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 50%, which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period

4. My/Our total liability in terms hereof shall be limited to the sum of R.....
(in words)
(10 % of the Bid sum) which amount I/we agree to hold at your disposal.

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

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

6. I/We hereby choose domicilium citandi et executandi for all purposes arising hereof at.....
.....

7. This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

IN WITNESS WHEREOF this guarantee has been executed by us aton this
..... day of20.....

Signature:

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

Address
.....

As witnesses:

1.

2.

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

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

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

SIGNED BY:

CONTRACTOR:..... DATE:.....

CLIENT: DATE:.....