INGQUZA HILL LOCAL MUNICIPALITY

REGRAVELLING OF ACCESS ROAD
IN WARD 11 & 12

GENERAL CONDITIONS OF CONTRACT 2015

CONTRACTOR CIDB GRADING: 1CE
BID NUMBER: IHLM/117/2024-25/ROADS

TENDERER :

TENDER SUM :

CLOSING DATE : 06 MAY 2025 @12H00

TIME OF COMPLETION : 3 MONTHS

ISSUED BY EMPLOYER

The Municipal Manager
INGQUZA HILL LOCAL MUNICIPALITY
135 Main Street
Flagstaff
4810
Tel:(039) 252 0131/61
Fax:(039) 252 0699

EXPANDED PUBLIC WORKS PROGRAMME

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TENDER DOCUMENT CHECKLIST

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

Page	Ref	Description	Included
		All pages requiring signatures signed by the Tenderer	
	MBD1	**Correct Tender Offer Amount carried forward to Form MBD1**	
	C1.1	**Form of Offer duly completed**	
	C1.2	**Contract Data: Part 2 – Data provided by Contractor**	
	C2.2	**Bill of Quantities**	
		Sign and date Final Summary	
		Completed in BLACK INK only	
		Corrections crossed out and initialled	
	T2.1	**All Returnable Documents and Schedules submitted**	
	1A.	Joint Venture Disclosure Form (where applicable).	
	1B.	Compulsory Enterprise Questionnaire.	
	1C.	Record of Addenda to Tender Documents.	
	1D.	Proposed Amendments and Qualifications.	
	1E.	Schedule of Subcontractors.	
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	1K.	Detailed Preliminary Programme	
	1L.	Schedule of estimated monthly expenditure	
	1M.	Detailed Methodology	
	1N.	Contractor's establishment on site	
	2A.	Certificate of Contractor Registration issued by the Construction Industry Development Board.	
	2B.	Tax Clearance Certificate (MBD 2).	
	2C.	Where the tendered amount inclusive of VAT exceeds R 10 million:	
	2D.	Certificate of Tenderer's visit to the site.	
	2E.	Certificate of Authority for Signature.	
	2F.	Alterations by Tenderer.	
	2G.	Surety and Bank Details.	
	2H.	Company Composition.	
	2I.	Declaration of Interests (Kinship, Relationship with persons employed by INGQUZA HILL LOCAL MUNICIPALITY).	

	2J.	Declaration of Interest (in the Service of the State) (MBD 4).	
	2K.	Company Profile	
	2L.	Certified copies of identity document for directors	
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	2N.	Declaration (Validity of Information Provided).	
	3A	Adjudication of Tenders on a points basis.	

THE TENDER DATA

PART T1 TENDERING PROCEDURE

BID NOTICE

Bids are hereby invited from suitable qualified and experienced service providers for the following services:

CONTRACT NO	DESCRIPTION	CIDB GRADING	CLOSING DATE
IHLM/117/2024-25/ROADS	Re-gravelling of Ward 11 &12 Access Road	Minimum requirement **1 CE**	06 May 2025 at 12h00 Flagstaff Municipal Offices

Evaluation criteria: Functionality: Company Expertise & Experience **60 Points,** Methodology 2**0 points Promotion of local economic development 20 points.** Bidders to meet a minimum of 70 points to proceed to **80/20 Price=80 points Specific goals =20 points.** Women Owned Company 5 **points**, Youth Owned Company (18-35 years) 5 **points**, People Living with Disability owned company 2 **points**, Company owned by black people 8 **points**

Enquiries: Technical enquiries shall be addressed to Technical Services 039 252 0131/ **hlehlisoa@ihlm.gov.za/.** Supply Chain Management at **039 252 0131. antongana@ihlm.gov.za.**

Tender validity period: 90 (ninety) days after tender closing date

REQUIRED DOCUMENTS:

Potential bidders are urged to submit the following attachments when submitting their proposals, failure to do so will lead to disqualification.

- Full CSD Proof of registration within 30 days
- Completed and Signed Declarations (MBD1-9) attached on the tender document.
- Signed Joint venture Agreement
- CIDB proof of registration.

OBTAINING OF TENDER DOCUMENTS:

Downloadable on www.ihlm.gov.za Procurement: Adverts-Open Bids /E-Tender Portal

TENDER SUBMISSION AND OPENING

Tenders/Proposals must be submitted by hand at 135 Main Street, Flagstaff, 4810 (Procurement Section) **by 12:00 local time on 06 May 2025** Tenders should be sealed, endorsed on the envelope with:

IHLM/117/2024-25/ROADS

ADVERT DATE: 11 April 2025

CONDITIONS OF ACCEPTANCE:

The Ingquza Hill Local Municipality is under no obligation to accept any proposal/tender and reserves the right to accept the whole or any part of the proposal/tender. No proposal/tenders will be considered from persons in the service of the state, the bidder or any of its directors/shareholders 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; the bidder has not: abused the Employer's Supply Chain Management System; or failed to perform on any previous contract and has been given a written notice to this effect. Bidders must note that upon award, bidders will be required to submit rates clearance certificate from their respective municipalities. Bidders who reside within the Municipal jurisdiction will be verified with IHLM Revenue section. The Ingquza Hill Local Municipality's supply chain policy will apply in all tender stages.

NB. No faxed, couriered, emailed tenders will be accepted.

The municipality reserves the right to extend the tender period by notice in the press and on the municipality's official website www.ihlm.gov.za

V.C. Makedama

Municipal Manager

MBD 1

INVITATION TO TENDER

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE INGQUZA HILL LOCAL MUNICIPALITY					
BID NUMBER:	**IHLM/117/2024-25/ROADS**	CLOSING DATE:	06 May 2025	CLOSING TIME:	12h00
DESCRIPTION	Re-gravelling of Ward 11 &12 Access Road				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS*					

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
CONTACT PERSON	A. Ntongana	CONTACT PERSON	A. Hlehliso
TELEPHONE NUMBER	039 252 0131	TELEPHONE NUMBER	039 252 0131
E-MAIL ADDRESS	antongana@ihlm.gov.za.	E-MAIL ADDRESS	hlehlisoa@ihlm.gov.za.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

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

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

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

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

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

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

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

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: ……...

MBD 4

DECLARATION OF INTEREST

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

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

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

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

3.2 Identity Number: …….

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

3.4 Company Registration Number: …….

3.5 Tax Reference Number:……

3.6 VAT Registration Number: ……

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

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

3.8.1 If yes, furnish particulars. ……

……..

[1]MSCM Regulations: "in the service of the state" means to be –

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

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

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

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

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

……..

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

3.10.1 If yes, furnish particulars.
……
……

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

3.11.1 If yes, furnish particulars
……
……

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

3.12.1 If yes, furnish particulars.
……
……

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

3.13.1 If yes, furnish particulars.
……
……

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

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

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

Full Name	Identity Number	State Employee Number

……..
Signature

……..
Date

…….
Capacity

……
Name of Bidder

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

Clause number	Tender Data
F.1	**GENERAL**
F.1.1	**Actions** The Employer is the **INGQUZA HILL LOCAL MUNICIPALITY**, represented by the Municipal Manager.
F.1.2	**Tender Documents** "The following documents form part of this tender: **VOLUME 1:** The General Conditions of Contract for Construction Works (Third Edition) 2015 as published by the South African Institution of Civil Engineering. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za. **VOLUME 2:** THE "STANDARD SPECIFICATION FOR ROAD AND BRIDGE WORKS FOR STATE ROAD AUTHORITIES" (COLTO 1998). This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za. Volumes 1 and 2 may also be inspected, by appointment, at the offices of the Employer during normal office hours. The contract documents issued by the Employer comprise: **VOLUME 3:** The Contract Document (this document), in which is bound: **The Tender** **Part T1: Tendering Procedures** T1.1 Tender notice and invitation to tender T1.2 Tender data **Part T2: Returnable Documents** T2.1 List of returnable documents T2.2 Returnable schedules **The Contract** **Part C1: Agreements and contract data** C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Occupational Health and Safety Agreement C1.5 Contract and Temporary Employment as Community Liaison Officer **Part C2: Pricing data** C2.1 Pricing instructions C2.2 Bills of Quantities **Part C3: Scope of work**

	C3 Scope of work **Part C4: Site information** C4 Site information Volume 3 is deemed the "Returnable Documents" which must be returned to the Employer in terms of submitting a tender offer.
F.1.4	**Communication and employer's agent** Attention is drawn to the fact that verbal information, given by the Department of Technical Services – Technical Management during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents. **The Employer's right to accept or reject any tender offer** The Employer may reject a tender if, in the opinion of the Employer, the tenderer will be unable to achieve the contract participation goal tendered, in the performance of the contract. **Competitive negotiation procedure** A competitive negotiation procedure will not be followed. **Proposal procedure using the two-stage system** A two-stage system will not be followed
F.1.5 F.1.5.3 Add.	
F.2 F.2.1 F.2.1.1 F.2.1.1.2	**TENDERER'S OBLIGATION** **Eligibility** Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for labour intensive competencies for supervisory and management staff are eligible to submit tenders. The contract falls under EPWP and it involves learner contracting companies. The Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such members satisfy the eligibility requirements. **Construction Industry Development Board (CIDB) Registration** Only those tenderers who are registered with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 2CE class of construction work, are eligible to have their tenders evaluated

	Joint Ventures are eligible to submit tenders provided that: 1. Every member of the joint venture is registered with the CIDB; 2. The lead partner has a contractor grading designation in the 2CE class of construction work; 3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 2CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations. Notwithstanding the above, tenderers who are capable of being so registered prior to the evaluation of submissions may be evaluated at the sole discretion of the Employer. 4. **Both Joint Venture Partners are to sign declaration of interest separate for each partner**
F.2.7	**Clarification meeting***:* The **no** arrangements for a compulsory site visit/clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.
F.2.9	**Insurance** The employer does not provide insurance. The Contractor is responsible for providing full insurance cover for the contract.
F.2.13	**Submitting a tender offer**
F.2.13.5	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:** Tender Box **Physical address:** 130 Main Street, P. O. Box 14 Flagstaff, 4810 Identification details: **IHLM/117/2024-25/ROADS: Ward 11&12 Access Road.** Sealed tenders with the Tenderer's name and address and the endorsement "**BID NUMBER: IHLM/117/2024-25/ROADS: Re-gravelling of Ward 11&12 Access Road** on the envelope, must be placed in the appropriate official tender box at the abovementioned address.
F.2.13.6	A two-envelope system as outlined in F.3.5.1 will **NOT** be followed
F.2.15	**Closing time** The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.15.1	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted
	Tender offer validity The tender offer validity period is **90 days**
F.2.16	**Clarification of tender offer after submission**
F.2.16.1	A tender will be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request for such clarification. A tender
F.2.17	

	will also be rejected as non-responsive if the tenderer fails, within the time stated in writing by the Employer, to comply with the requirements of F.4.4.
F.2.18 F.2.18.1	**Provide other material***:* Provide, on written request by the Employer, where the tendered amount inclusive of VAT **exceeds R 10 million**: i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing; ii) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days; iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract; iv) a statement indicating whether any portion of the goods or services are expected
	to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic. The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements. Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.
F.2.23 F.2.23.1	**Certificates** The tenderer is required to submit the following: **Tax Clearance Certificate** Tenderers shall be registered and in good standing with the South African Revenue Service (SARS) and shall submit documentary evidence in the form of an original valid Tax Clearance Certificate issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations. Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.
F.2.23.2	**Bargaining Council Certificates** Where applicable, a certificate of compliance issued by the relevant Bargaining Council. Each party to a Consortium/Joint Venture shall submit separate certificates in the above regard.
F.3 F.3.2	**THE EMPLOYERS UNDERTAKINGS** **Issue Addenda** Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.
F.3.4 F.3.4.1	**Opening of tender submissions** The time and location for opening of the tender offers is:

Time: Tenders will be opened immediately after the closing time for receipt of tenders as stated in the Tender Notice and Invitation to Tender, or as stated in any Addendum extending the closing date.

Location: Ingquza Hill Local Municipality, 130 Main Street, P. O. Box 14, Flagstaff, 4810.

Test for responsiveness

F.3.8 Tenders will be considered non-responsive if, inter alia:

- the tender is not in compliance with the Scope of Work;
- the tenderer does not comply with the CIDB contractor grading designation specified in F.2.1.1.2 above;
- the tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employers written request;

Evaluation of tender offers

F.3.11 The procedure for the evaluation of responsive tenders is Method 1

	Maximum number of tender evaluation points
Price Component	80
Specific Goals	20
Total evaluation points	**100**

Calculation of Points for Price (**P_S**)

The points scored for Price will be calculated using the following formula:

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

Where P_S = *points scored for price by tender under consideration*
P_{min} = *price of lowest acceptable tender*
P_t = *price of tender under consideration*

Fractions will be rounded off to two places after the decimal comma.

Specific goals

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)**
Women owned	05
People living with disability	02
Youth owned companies (18-35)	05
Race (Black)	08
Total	20

PRE-QUALIFICATION CATEGORY AND DESCRIPTION POINTS			
Criteria	**Maximum Possible Points**	**Weight**	**Maximum Value**
1.CAPACITY: LIST OF KEY PERSONNEL	**20**	**4**	
Project Leader/Site Foreman			
Project leader: Grade 12 with 3 years' experience in Civil construction works			5
Project Leader; Grade 12 with 2 years' experience in Civil construction works			4
Project Leader: Grade 12 with 1 years' experience in Civil construction works			3
Bidder has submitted no information or inadequate information to determine the scoring level			0
2. COMPANY EXPERIENCE	**20**	**4**	
The Tenderer should have successfully completed one (1) projects in road construction/maintenance with a value equal to or greater than R500 000.00 (Attach letters of appointment and completion certificate)			5
Bidder has submitted no information or inadequate information to determine the scoring level			0
3. PLANT AND EQUIPMENT	**20**	**1**	

Providing E-natis letter confirming proof of ownership or lease agreement/letter accompanied by E-natis letter from the leasing company of the relevant plant, signed by both parties. · Grader · Excavator · Water Tanker · Tipper Trucks · Padfoot Roller			 4 4 4 4 4
4. METHODOLOGY	**20**	**4**	
Preventative methodology with both the works programme and Cash flow projection			5
Preventative methodology approach with only works programme or only Cash flows			4
Present methodology approach only			3
Bidder has submitted no method statement or Cash flow and works programme			0
5. **PROMOTION OF LOCAL ENTERPISES** Ingquza Hill Local Municipality Based (attach proof of residence signed by ward councillor/ statement of accounts) **20** OR Tambo district based (attach proof of residence signed by ward councillor/ statement of accounts) **15** Eastern Cape based (attach proof of residence signed by ward councillor/ statement of accounts) **10** South African based (attach proof of residence signed by ward councillor/ statement of accounts) **5**	**20**		20 15 10 5

F.3.11.3 **Method 2: Financial offer and preference**

In the case of a financial offer and preferences:

a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.

F.3.11.7 **Scoring Financial Offers**

The financial offer will be scored using Formula 2 (option 1) where the value of W_1 is:

1) 80 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 30 000.00 but not exceed R 50 000 000.00.

The applicable formula for this tender will be

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

Where P_S = *points scored for price by tender under consideration*
P_{min} = *price of lowest acceptable tender*
P_t = *price of tender under consideration*

Fractions will be rounded off to two places after the decimal comma.

F.3.11.10 *Add the following new subclause:*

Risk Analysis

Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following:

a) reasonableness of the financial offer
b) reasonableness of unit rates and prices
c) reasonableness of the Contract Participation Goals tendered
d) the tenderers ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc.

No tenderer will be recommended for an award unless the tenderer has demonstrated that he/she has the resources and skills required.

Full insurance to be provided by the Contractor. The contractor must provide the employer with the insurance policy information and certificates prior to the commencement of the contract.

Acceptance of tender offer

F.3.12

Tender offers will only be accepted if:

F.3.13

F.3.13.1 a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity

b) the tenderer is in good standing with SARS according to the Central Supplier Database;

c) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document

F.3.17	d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; e) the tenderer or any of its directors/shareholders 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; f) 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) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. **Provide copies of the contract** *Add the following:* The number of paper copies of the signed contract to be provided by the Employer is one.

F.4 ADDITIONAL CONDITIONS OF TENDER

The additional conditions of tender are:

F.4.1 Compliance with Occupational Health and Safety Act No. 85 of 2003

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 2003 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with his tender, Health and Safety Plan in T2.2 : Returnable Schedules, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

(1) National disaster management act No 57 of 2002 and Covid -19 Regulations
(2) Management Structure, Site Supervision and Responsible Persons including a succession plan.
(2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
(3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
(4) Regular monitoring procedures to be performed.
(5) Regular liaison, consultation and review meetings with all parties.
(6) Site security, welfare facilities and first aid.
(7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.

F.4.2 Eligibility with respect to expanded public works programme

This Contract will conform to the guidelines for the Expanded Public Works Programme project.

F.4.3 Claims arising after submission of tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer after the submission of any tender and the Tenderer shall be deemed to have:

1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.

2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.

3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby.

4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

   Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer at once to have the same rectified, as no liability will be admitted by the Employer/Employer in respect of errors in any tender due to the foregoing.

5) received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.

F.4.4 **Imbalance in tendered rates**

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer as tendered or, if applicable, the corrected total of prices in accordance with F.3.9.3.

Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

F.4.5 **Community liaison officer**

The contractor shall in his dealings with the communities affected by the project, work with the Project Steering Committee (PSC) which has been elected by the ISD Officer / Social Facilitator appointed by the Employer. The PSC acts as a communication structure between the project and the community. The process of appointing the Community Liaison Officer (CLO) is also facilitated by the Social Facilitator together with the PSC. The CLO acts as a link between the contractor and the labourers and the PSC, and attends to all labour related issues. The CLO facilitates labour recruitment through the PSC.

The CLO and the Executive structure of the PSC (Chairperson, Vice-Chairperson and the Secretary) attend monthly project progress report meetings (site) besides the PSC meetings attended by the full PSC. The contractor must include in his rates the costs of attending and average of one meeting each month. The CLO is appointed for the period of physical construction, plus a period of 14 days prior to this period. The contractor will provide office and stationery to the CLO to be able to perform his or her duties.

The ISD Consultant shall prepare and facilitate the signing of the contract between the CLO and the contractor. Remuneration of the CLO R6000 per month for the period of employment and will change in accordance with change in rates from the Department of Labour. A CLO who fails in the responsibilities he/she is given will be replaced following the procedures as stipulated in his or her contract with the contractor. The Terms of reference for the CLO shall be provided by the ISD Consultant.

F.4.6 Labour intensive construction/use of local labour

It is a requirement of the Contract that the work be executed in such a manner as to maximise the use of labour intensive construction systems in order to provide the local community with employment opportunities.

F.4.7 Invalid tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

a) if the tender offer (the tender price/amount) is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data);
b) if the tender is not completed in non-erasable ink;
c) if the Form of Offer and Acceptance has not been signed;
d) if the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable.

F4.11 **Price variations**

The Contract Price shall not be subject to any contract price adjustment, the rates and prices tendered in the bills of quantities shall be final and binding throughout the period of the contract any additional period that the contract will be extended by including any period of undue extension.

F.4.14 **Requests for contract documents, or parts thereof, in electronic format**

The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

(a) Electronic copies of the contract document, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.
(b) The electronic version shall not be regarded as a substitute for the issued tender documents.

(c) The Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered.

(d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.

(e) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender document as contemplated in F.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.

(f) In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

(g) The Tenderer must make provision in his tender for all labour, materials, construction equipment, temporary works, supervision, office overheads, profit, all statutory taxes and duties and everything else which is required to execute the works in accordance with the tender document, adopting labour intensive construction methodology and applicable legislation.

PART T2 RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents:

1. **Returnable Schedules required only for tender evaluation purposes**

A. Joint Venture Disclosure Form (where applicable);
B. Compulsory Enterprise Questionnaire;
C. Record of Addenda to Tender Documents;
D. Proposed Amendments and Qualifications;
E. Schedule of Subcontractors;
F. Schedule of Plant and Equipment;
G. Schedule of the Tenderer's Experience (not for Ingquza Hill Local Municipality);
H. Schedule of work undertaken for Ingquza Hill Local Municipality;
J. Health and Safety Plan;
K. Detailed Preliminary Program;
L. Schedule of Estimated Monthly Expenditure;
M. Detailed Methodology;
N. Contractor's Establishment on Site;

2. Other documents required only for tender evaluation purposes

A. Certificate of Contractor Registration issued by the Construction Industry Development Board;
B. Tax Clearance Certificate (MBD 2);
C. Where the tendered amount inclusive of VAT exceeds R 10 million:

- Audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
- Certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- Particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic;

D. Certificate of Tenderer's visit to the site;
E. Certificate of Authority for Signature;
F. Alterations by Tenderer;
G. Surety and Bank Details;
H. Company Composition;
I. Declaration of Interests (Kinship, Relationship with persons employed by IHLM);
J. Declaration of Interest (in the Service of the State) (MBD 4);
K. Company Profile (include current and latest projects);
L. Certified copies of identity document for directors;
M. Specific Goals;
N. Declaration (Validity of Information Provided).

3. Other documents that will be incorporated into the contract

C1.1 Offer and Acceptance;

C1.2 Contract Data (Part 2);

C1.9 Certificate of Authority for Signatory to Agreement in Terms of Occupational Health and Safety Act 1993 (Act No 85 of 1993 As Updated In Gov. Gazette 7721 Of 18 July 2003);

C1.10 Agreement In Terms Of The Occupational Health And Safety Act 1993 (Act No. 85 Of 1993, As Updated In Government Gazette 7721 Of 18 July 2003);

C1.11 Certificate Of Authority For Signatory To Agreement In Terms Of The Constitution Of The Republic Of South Africa, Environmental Conservation Act And Environmental Management Act;

C1.12 Agreement In Terms Of The Constitution Of The Republic Of South Africa, Environmental Conservation Act And Environmental Management Act;

C2.2 Bill of Quantities.

T2.2 RETURNABLE SCHEDULES

1A. JOINT VENTURE DISCLOSURE FORM GENERAL

i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.

ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:

a) The contributions of capital and equipment
b) Work items to be performed by the Affirmable Joint Venture Partner's own forces
c) Work items to be performed under the supervision of the Affirmable Joint Venture Partner.

iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.

iv) ABE partners must complete ABE Declaration Affidavits.

v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.

vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

a) Name .....

b) Postal address.....

…….

…….

…….

c) Physical address .....

…….

…….

…….

d) Telephone .....

e) Fax.....

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm.....

Postal Address.....

Physical Address .....

Telephone.....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

…….

2.2(a) Name of Firm.....

Postal Address.....

Physical Address .....

Telephone.....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

…….

(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm .....

Postal Address.....

Physical Address .....

Telephone.....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

…….

3.2(a) Name of Firm .....

Postal Address.....

Physical Address .....

Telephone.....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

…….

3.3(a) Name of Firm .....

Postal Address.....

Physical Address .....

Telephone.....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

…….

4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

……..

……..

……..

5. OWNERSHIP OF THE JOINT VENTURE

a) Affirmable Joint Venture Partner ownership percentage(s) .....……..%

b) Non-Affirmable Joint Venture Partner ownership percentage(s) .....%

c) Affirmable Joint Venture Partner percentages in respect of: *

(i) Profit and loss sharing .....…....….....

(ii) Initial capital contribution in Rands .....……....…..….....

.....….....

.....….....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands .....…….....

.....….....

.....….....

.....….....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....….....

.....….....

.....….....

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

.....

.....

(b) Authority to enter into contracts on behalf of the Joint Venture

.....

.....

(c) Signing, co-signing and/or collateralising of loans

.....

.....

(d) Acquisition of lines of credit

.....

.....

.....

(e) Acquisition of performance bonds

.....

.....

.....

(f) Negotiating and signing labour agreements

.....

.....

.....

8. MANAGEMENT OF CONTRACT PERFORMANCE
(Fill in the name and firm of the responsible person).

(a) Supervision of field operations

.....

(b) Major purchasing

.....

(c) Estimating

.....

(d) Technical management

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

(a) Identify the “managing partner”, if any,

.....

.....

(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

(c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner".

10. PERSONNEL

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON-AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature.....

Duly authorised to sign on behalf of.....

Name…….....

Address….....

Telephone.....

Date…….....

Annual Financial Statements Declaration

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

1) The enterprise's financial year end is . . . . . .

2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable

3) The enterprise has compiled its financial accounts [tick one box]:

- ☐ internally ☐ independently
-

4) The following statement applies to the enterprise [tick one box and provide relevant information]

☐ enterprise has had its financial statements audited;

name of auditor . . . .

☐ enterprise is required by law to have an independent review of its financial statements

name of independent reviewer . . . . . .

☐ enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements

5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end.

[Attach the income statement and the balance sheet contained in the financial statement]

6) The annual turnover for the last financial year is R . . . . . .

7) The total assets as at the end of the last financial year is R . . . . . .

8) The total liabilities as at the end of the financial year is R . . . . . .

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signed ---------- Date ----------

Name ---------- Position ----------

Tenderer

1B. Compulsory Declaration

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

Section 1: **Enterprise Details**

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	

Section 3: SARS Information

Tax reference number	
VAT registration number:	*State Not Registered if not registered for VAT*

Section 4: CIDB registration number

CIDB Registration number *(if applicable)*	

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

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

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

*insert separate page if necessary

Section 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ 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 an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

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

*insert separate page if necessary

Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ Yes ☐ No (Tick appropriate box)

If yes, provide particulars (interest separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

i) neither the name of the tendering entity or any of its principals appears on:

a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)

b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)

ii) neither the tendering entity of any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);

iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);

iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers

v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;

vi) has 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;

vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;

viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Name ---------- Date ----------

Position ----------

Enterprise name ----------

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with

the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

1C. RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

.....

Enterprise name

1D. PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or item	Proposal

Signed ..... Date .....

Name ..... Position .....

Enterprise name .....

1E. SCHEDULE OF SUBCONTRACTORS

With regard to Clause 4.4 of the General Conditions of Contract:

The tenderer shall list below at least two (2) special items of work on this Contract on which he intends to subcontract and the names of the subcontractors will be supplied from Ingquza Hill local municipality's SMME data base.

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

	Special Item of Work	**Estimated amount of work (R)**
1.		
2.		
3.		
4.		

Signed ..... Date .....

Name ..... Position .....

Enterprise name .....

1F. SCHEDULE OF PLANT AND EQUIPMENT

The Tenderer must state below what construction plant of his own will be available to the project. Failure to complete this schedule will be taken to indicate that Tenderer does not have access to adequate plant and equipment. Proof of ownership or hiring shall be attached to ensure adequate completion of this tender document.

DESCRIPTION, SIZE, CAPACITY	NUMBER	Owned (O)/ Hired (H)
(1). Motor grader minimum 123 kW (Caterpillar 140H or equivalent)		
(2). Excavator minimum 20 tons 103 kW (Caterpillar 302C or equivalent)		
(3). Water Tank		
(4). Tipper Truck - minimum truck capacity of 5m³		
(5). Compaction vibrating roller - Single Drum Smooth - Self Propelled - minimum 12 tons		

Equipment not owned by the Tenderer must be qualified as hire, on loan, etc.

Signature of Tenderer: .....

Date: …….....

Commissioner of Oath **Official Stamp**

Signature…….…….

Date……..

1G. PREVIOUS PROJECT EXPERIENCE

Tenderers must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

PREVIOUS AND/OR CURRENT PROJECTS UNDERTAKEN				
EMPLOYER	**NATURE OF WORK**	**VALUE OF WORK**	**DURATION AND COMPLETION DATE**	**EMPLOYER CONTACT NO.**

Signature of Tenderer: .....

Date: …….....

1I. HEALTH AND SAFETY PLAN

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 2003 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the tenderer shall prepare and attach a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

(1) National disaster Management Act No 57 of 2002 and Covid-19 Regulations
(2) Management Structure, Site Supervision and Responsible Persons including a succession plan.
(2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
(3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
(4) Regular monitoring procedures to be performed.
(5) Regular liaison, consultation and review meetings with all parties.
(6) Site security, welfare facilities and first aid.
(7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The tenderer shall also take into account the additional requirements stated in the Scope of Work when drawing up the Health and Safety Plan for the contract.

Details of the Health and Safety Plan shall be appended to this Schedule.

Number of sheets, appended by the tenderer to this Schedule..... (If nil, enter NIL).

Signature of Tenderer: .....

Date: …….....

1J. DETAILED PRELIMINARY PROGRAMME

The Tenderer shall attach a ***detailed and realistic preliminary programme*** to this page, reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in bar chart format and shall indicate the critical path(s) of the project. In particular, the Tenderer shall indicate the point where he/she intends commencing the work and the direction in which the work will proceed.

The programme shall be in accordance with the information provided in Form 1F: Schedule of Construction, Plant, Form 1L: Schedule of Estimated Monthly Expenditure, the Bill of Quantities, and with all other aspects of the tender documents.

Failure to supply a realistic preliminary programme may prejudice the Tender.

Signature of Tenderer: .....

Date: …….....

1K. SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The Tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tender unit rates, in the table below. The amounts for Contingencies, Dayworks and Contract Price Adjustment shall not be included.

MONTH	VALUE (INCLUSIVE OF 15% VAT)	CUMULATIVE VALUE
1		
2		
3		
4		
5		
6		
7		
8		
9		

Signature of Tenderer: .....

Date: …….....

1L. DETAILED METHODOLOGY

The Tenderer shall attach a **detailed and realistic methodology** to this page, reflecting the understanding of the works and tempo of execution of the various activities comprising the work for this Contract.

Failure to supply a methodology may prejudice the Tender.

1M. CONTRACTOR'S ESTABLISHMENT ON SITE

Should the combined, extended total Tender for item 13.01 The Contractor's General Obligations

a) Fixed obligations
b) Value-related obligations
c) Time-related obligations

exceed ***a maximum of 15%*** of the Contract Sum (excluding VAT, excluding the allowances for dayworks, contingencies and contract price adjustment, and excluding Section 1200 of the bill of quantities), the Tenderer shall clearly set out his/her reasons for tendering in this manner in a letter attached to this page.

The Employer will duly consider these reasons but reserves the right to consider the tendered rates to be imbalanced and to deal with them in terms of Clause F.3.9.5 of the Tender Data.

Total tender sum for item B13.01 expressed as a percentage of the Contract Sum (excluding VAT, excluding the allowances for dayworks, contingencies and contract price adjustment, and excluding Section 1200 of the bill of quantities).

……..%

(Tenderer to enter figure here, calculated from his/her Tender amounts)

Signature of Tenderer: .....

Date: …….....

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

2A. CERTIFICATE OF CONTRACTOR REGISTRATION ISSUED BY THE CONSTRUCTION INDUSTRY BOARD (CIDB)

Please affix copy of CIDB Certificate to this page.

2B. TAX CLEARANCE REQUIREMENTS (MBD 2)

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

1. In order to meet this requirement Tenderers 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 Tenderers / individuals who wish to submit Tenders.

2. SARS will then furnish the Tenderer 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 Tender. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the Tender. Certified copies of the Tax Clearance Certificate will not be acceptable.

4. In Tenders 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 eFiling. In order to use this provision, taxpayers will need to register for this service with SARS through the website www.sarsefiling.co.za.

2C. WHERE THE TENDERED AMOUNT INCLUSIVE OF VAT EXCEEDS R10 MILLION

- Audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
- Certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- Particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

2D. CERTIFICATE OF TENDERER'S VISIT TO THE SITE

This is to certify that, I .....

representative of (Tenderer) .....

of (address) .....

Telephone number: .....

Fax number: .....

in the company of (Employer's Agent's representative) .....

visited and examined the site on (date) .....

I further certify that I have made myself familiar with all local conditions likely to influence the work and the cost thereof, that I am satisfied with the description of the work and the explanations given by the said Employer's Agent's Representative and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

TENDERER'S REPRESENTATIVE: (Signature).....

(Name).....

EMPLOYER'S AGENT'S REPRESENTATIVE: (Signature) .....

(Name).....

2E. CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the boards of directors to this form.

An example is given below:

"By resolution of the board of directors passed at a meeting held on ..... ……

Mr/Mrs……., whose signature appears below, has been duly authorised

to sign all documents in connection with the Tender for **CONTRACT NO**: **IHLM/117/2024-25/ROADS**: **REGRAVELLING OF WARD 11&12 ROAD** and any Contract that may arise there from on behalf of (name of Tenderer in block capitals) .....

…….....

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:.....

DATE:

SIGNATURE OF SIGNATORY:.....

WITNESSES: 1. .....

2. .....

2F. ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departure or modification to the General Conditions of Contract, Special Conditions of Contract, Specifications, Schedule of Quantities or Drawings, or to qualify his Tender in any way, he shall set out his proposals clearly hereunder, or alternatively, state them in a covering letter attached to his Tender and referred to hereunder, failing which the Tender will be deemed to be unqualified.

PAGE	CLAUSE OR ITEM	DESCRIPTION

Signature of Tenderer: .....

Date: …….....

2G. SURETY AND BANK DETAILS

SURETY DETAILS

The Surety we intend providing is from .....

Contact Person .....

Contact Telephone numbers .....

Type of Surety .....

BANK DETAILS

Bank Name .....

Account Number .....

Account Type .....

Contact Person .....

Tel No. … .....

Fax No. … .....

Address … .....

.....

Signature of Tenderer: .....

Date: …….....

2H. COMPANY COMPOSITION

GENERAL

All information **must** be filled in spaces provided. If additional space is required, additional sheets may be attached. The onus is on the Tenderer to fill in all the information. Failure to do so will result in points being lost under equity. The full company composition is required including HDI and Non-HDI status. The ownership must accumulate to 100%.

NAME	ID NUMBER	CITIZENSHIP	NO FRANCHISE IN ELECTION PRIOR 1994 (Y/N)	DISABILITY	WOMAN	DATE OF OWNERSHIP	% OWNED	VOTING %

Signature of Tenderer: .....

Date:…….....

2I. DECLARATION OF INTERESTS (KINSHIP, RELATIONSHIP WITH PERSONS EMPLOYED BY INGQUZA HILL LOCAL MUNICIPALITY)

In terms of the Municipal Supply Chain Management Regulations, no person or persons employed by the State may be awarded a Tender by any municipality.

Any legal person, or persons having a kinship with persons employed by the Ingquza Hill Local Municipality including a blood relationship, may make an offer in terms of this Tender invitation. In view of possible allegations of favouritism, should the resulting Tender or part thereof be awarded to persons connected with or related to an employee of Ingquza Hill local municipality, it is required that the Tenderer or his/her authorized representative declare his position vis-à-vis the evaluating authority and/or take an oath declaring his/her interest, where–

- the legal person on who is behalf the Tender document is signed, has a relationship with persons/a person who are/is involved with the evaluation of the Tender(s), or where it is known that such a relationship exists between the person or persons for or on who is behalf the declarer acts and persons who are involved with the evaluation of the Tender.

In order to give effect to the above, the following questionnaire shall be completed and submitted with the Tender.

Do you, or any person have any relationship (family, friend, other) with a person employed with the Ingquza Hill Local Municipality or its Administration and who may be involved with the evaluation, preparation and/or adjudication of this Tender?
Yes/No
If so, state particulars

……..….

……..….

……..….

Are you or any other person connected with the Tender, employed by any organ of State?

Yes/No
If so, state particulars

……..….

……..….

……..….

Signature of Declarer …….……..……..……Date…….……..……..……..

Position of Declarer…….……..……..……..……..……..……

Name of Company or Tenderer……..

2J. DECLARATION OF INTEREST (IN THE SERVICE OF THE STATE) (MBD 4)

1. In terms of the Municipal Supply Chain Management Regulations any person employed by the state, or persons having a kinship with persons employed by the state cannot make an offer in terms of this invitation to Tender.

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

2.1 Are you or any person connected with the Tenderer, employed by the state?
YES / NO

2.1.2 If so, state particulars.

……..….

……..….

……..….

DECLARATION

I, the undersigned

(name) ……..……

certify that the information furnished in paragraphs 2.1 to 2.3.1 above is correct. I accept that the state may act against me in terms of paragraph 23 of the general conditions of contract should this declaration prove to be false.

Signature …….. Date ……...

Position……...

Name of Tenderer …….

2K. COMPANY PROFILE

Please affix a Company profile to this page.

Signature of Tenderer: .....

Date: …….....

2L. CERTIFIED COPIES OF IDENTITY DOCUMENT FOR DIRECTORS

Please affix certified copies of identity document for directors to this page.

Signature of Tenderer: .....

Date: …….....

Signature of Tenderer: .....

Date: …….....

2N. DECLARATION (VALIDITY OF INFORMATION PROVIDED)

I……. declare that the information provided is true and correct, the signature to the Tender document is duly authorised and documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the Ingquza Hill Local Municipality.

Signature of Declarer …….…….…….…….…….…….…. Date ……...

Position of Declarer ….…….…….…….…….…….…….…….…….…….…….…….

Name of Company of Tenderer …….…….…….…….…….…….……...

Should the Tenderer have, in the opinion of the Ingquza Hill Local Municipality, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to the Tender, then the Ingquza Hill Local Municipality may, in its sole discretion:

* Ignore any Tenders without advising the Tenderer thereof
* Cancel the contract without prejudice to any legal rights the Ingquza Hill Local Municipality may have

Should the Tenderer disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the Ingquza Hill Local Municipality and such Tenderer.

T2.4 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

3A ADJUDICATION OF TENDERS ON POINTS BASIS

Information provided should be as comprehensive as possible as the Tenderer's approach to this subject will be an important criterion in the Tender adjudication process. Failure to provide the information could prejudice a Tender.

Responsive Tenders will be adjudicated by Ingquza Hill Local Municipality using:

NB: before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of Specific Goals, as prescribed in the Preferential Procurement Regulations, 2022 and all amendments.

1. GENERAL CONDITIONS

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

- The 80/20 system for requirements with a Rand value above R 30 000.00.

1.2 The value of this Tender is estimated to exceed R 30 000 and therefore the 80/20 system shall be applicable.

1.3 Preference points for this Tender shall be awarded for:

(a) Functionality and Price
(b) Specific Goals

1.3.1 THE POINTS FOR THIS TENDER ARE ALLOCATED AS FOLLOWS:

	BREAKDOWN	**WEIGHT**
1	Price	80
2	Specific Goals	20
	Total	**100**

1.3.1.1 PRICE

	BREAKDOWN	**WEIGHT**
1	Price	80
	Total	**80**

1.3.1.2 SPECIFIC GOALS

	CRITERIA	**WEIGHT**
1.	Specific Goals	20
	TOTAL	**20**

Total points for Price and Specific Goals must not exceed 100.

1.4 Failure on the part of a bidder to fill and/or to sign this form and submit Specific Goals Proof Verification will be interpreted to mean that preference points for Specific Goals are not claimed.

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

MBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.
•

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

c) 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.
•

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

•

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

•

3.2.1. POINTS AWARDED FOR PRICE

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

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

$$\boldsymbol{Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)} \quad \text{or} \quad \boldsymbol{Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

•

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Required documents for verification
Owned by black people who are youth (18-35 years old)		05			CSD registration report/ ID Copy of the owner/ director registered
Owned by black people who are women		05			CSD registration report/ ID Copy of the owner/ director registered
Owned by black people living with disability		02			Letter from the authorized medical practitioner or SASSA
Owned by black people		08			CSD registration report/ ID Copy of the owner/ director registered
Total		**20**			

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……..

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

(e) forward the matter for criminal prosecution, if deemed necessary.

……

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……..

DATE: ……

ADDRESS: ……

……

……

……

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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 1286:201x.

1. General Conditions

1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make 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. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 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 Specific Goals

1.5. 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.

1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where
x imported content
y bid price 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, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

2.1. **"bid"** includes advertised competitive bids, written price quotations 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, 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 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? 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 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

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

Indicate the rate(s)of exchange against the appropriate currency in the table below:

Currency	**Rates of exchange**
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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 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.

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 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.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(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.

(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, 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 Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

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

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001
LOCAL CONTENT OF PRODUCTS

MBD 6.4

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM MBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001

1. Regulation 12(1) of the Preferential Procurement Regulations makes provision for the promotion of locally manufactured products within the preference point systems.

SPECIFIC GOAL **POINTS ALLOCATED**

The stimulation of the S.A economy by procuring locally Manufactured products.
……

2. Preference points may only be claimed for products, which will be manufactured (fabricated, processed or assembled), in the Republic of South Africa. In cases where production has not yet commenced at time of bid closure, evidence shall be produced that at the time of bid closure, the bidder was irrevocably committed to local production of the product.

3. "**Local content"** means that portion of the bid price, excluding Value Added Tax (VAT), which is not included in imported content, **provided that local manufacture does take place**.

4. "**Imported content"** means that portion of the bid price represented by the costs of components, parts or materials which have been or are still to be imported (whether by the bidder or his suppliers or sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duties, sales duties, or other similar taxes or duties at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies for which a bid has been submitted are manufactured.

5. BID INFORMATION

Bidders who wish to claim points in respect of this goal must furnish the information in paragraph 7 below.

6. POINTS CLAIMED

Indicate whether point(s) allocated for this goal is (are) claimed. Yes / No

7. INFORMATION WITH REGARD TO LOCAL MANUFACTURE

Indicate in the table below which product(s) [item number(s)] is/are manufactured locally against the % local content of each product / item in relation to the bid price (exclusive of VAT). Points claimed must be indicated in the "points claimed" column.

Percentage local content in relation to bid Price	Indicate item numbers	Points Allocated	Points Claimed
10 % - 30 %			
31 % - 60 %			
61 % or more			

8. BID DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm declare that points claimed, based on the local content of the product(s) above, qualifies the firm for the point(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct.

(ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.

(iii) If the claims are found to be incorrect, the purchaser, in addition to any other remedy it may have -

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

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

WITNESSES:

1. ……

……..
SIGNATURE (S) OF BIDDER (S)

2. ……

DATE: ……

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

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

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

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

4.3.1	If so, furnish particulars:		
Item	**Question**	**Yes**	**No**
4.4	er 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**

MBD 9
CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

3 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.

[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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:_____that:

(Name of Bidder)

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

(f) bidding with the intention not to win the bid.

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

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

…… ……

Signature Date

…… ……

Position Name of Bidder

THE CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

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

IHLM/117/2024-25/ROADS: REGRAVELLING OF WARD 11 ACCESS ROAD

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

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

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

Rand. . . . . .

. . . . . (in words);

R . . . . . (in figures)

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

Signature(s) . . . . . .
Name(s) . . . . . .
Capacity . . . . . .
for the tenderer

(Name and address of organization/) tenderer . . . . . .

Name and signature of witness . . . . . Date . . . . . .

Acceptance

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

The terms of the contract are contained in:

Part C1: Agreements and contract data (which includes this agreement)
Part C2: Pricing data
Part C3: Scope of work
Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor**)** within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s) . . . .

Name(s) . . . .

Capacity . . . .

for the Employer

INGQUZA HILL LOCAL MUNICIPALITY
Infrastructure Directorate
130 Main Road
Project Management Unit
P.O. Box 14
FLAGSTAFF
4810

Name and signature of witness . . . . . .

Date . . . .

Schedule of Deviations

Notes:

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

1 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .
. . . . . .

2 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .
. . . . . .

3 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .
. . . . . .

4 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .
. . . . . .

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

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

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

For the Tenderer:

Signature(s) .....

Name(s) ....

Capacity ....

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

....

....

(Insert name and address of organisation)

Name & signature of witness ..... Date

For the Employer:

Signature(s) ....

Name(s) ....

Capacity

(Name and address of organization)

INGQUZA HILL LOCAL MUNICIPALITY
Infrastructure Directorate
Project Manager Unit
130 Main Road
P.O. Box 14
FLAGSTAFF
4810

Name & signature of witness ..... Date .....

Confirmation of Receipt

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

the.....(day)

of .....(month)

20.....(year)

at .....(place)

ONLY TO BE COMPLETED AT THE ACCEPTANCE STAGE

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name

C1.2 Contract Data

Part 1: Data provided by the Employer

The General Conditions of Contract for Construction Works, Third Edition, 2015, published by the South African Institution of Civil Engineering Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtained from www.saice.org.za.

The pro-formas bound with the General Conditions of Contract for Construction Works, Third Edition, 2015, shall not apply to this Contract and shall be replaced with the documentation bound into this document.

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

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

Where reference is made to the standard specifications in this contract, it shall mean the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998, prepared by the Committee of Land Transport Officials complete with any corrections and amendments applicable at the time of tendering. Amendments to the standard specifications are bound in the contract documents in Part C3 : Section B : Project Specifications.

The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998, prepared by the Committee of Land Transport Officials, may be obtained / purchased from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

This COLTO Standard Specification may also be inspected, by appointment, at the offices of the Employer and the Consulting Engineer's during normal office hours.

Clause	Data
1.1	The terms Client, Principal Contractor, Contractor and Designer, as used in the Occupational Health and Safety Act – Construction Regulations are synonymous with the terms Employer, Contractor, Sub-Contractor and Employer as defined in Clause 1.1 of the GCC.
1.1.1.13	The Defects Liability Period is 0 months
1.1.1.14	The time for achieving Practical Completion is **3 Months (tenderer to state the time for completion)**, inclusive of the 14day period referred to in Clause 5.3.2 below, and inclusive of non-working days and the year-end breaks referred to in Clause 5.8.1 below, but exclusive of special non-working days (Clause 5.8.1).
1.1.1.15	The name of the Employer is Ingquza Hill Local Municipality.
1.1.1.26	The Pricing Strategy is Re-measurement

1.1.1.35	"**Drawings**" means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Employer or delivered to the Contractor by the Employer's Agent.
1.1.1.36	**Letter of Notification**" means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers. The notification of the decision does not form part of the Employer's Acceptance of the successful tenderer's Offer and no rights shall accrue.
1.2.1.2	The Employer's address for receipt of communications is: Postal address: Ingquza Hill Local Municipality 130 Main Road P. O. Box 14 Flagstaff 4810 Tel: (039) 252 0131 Fax: (039) 253 1234 **Contact: A. Hlehliso**
2.4.1	"in the event of any ambiguity, conflict or discrepancy between the various contract documents, lists and schedules, the order of precedence (from highest to lowest) shall be as follows: • The form of offer and acceptance • Contract forms • The contract data • General conditions of contract (GCC 2015) • Scope of Work • Standard specification for Road and Bridge Works (COLTO 1998) • Site Information • Construction drawings • Bill of quantities • The returnable schedules

3.1.3	The Employer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract: GCC 2015 3rd Edition 1. Clause 3.2.1 Nomination of Employer's Agent's Representative 2. Clause 3.2.4 Employer's Agent's authority to delegate 3. Clause 4.7.1 Dealing with fossils 4. Clause 5.8.1 Non-working times 5. Clause 5.11.1 Suspension of the Works 6. Clause 5.12.1 Approval of any extension of time for completion 7. Clause 5.12.4 Acceleration of progress instead of extension of time 8. Clause 5.13.2 Reduction of a penalty for delay 9. Clause 6.3.2 The issuing of variation orders 10. Clause 6.8.4 The determination of additional or reduced cost arising from changes in the legislation 11. Clause 6.11 The agreeing of the adjustment of the sums for general items 12. Clause 10.1.5 The giving of a ruling on a Contractor's claim 13. Clause 7.5.5 and 7.6.22 Authorising the contractor to repair and make good expected risk
3.1.4	*Delete the last sentence of the Clause*
3.2.4	"the time limit for referring the matter to the Employer by the Contractor shall be twenty-one (21) days after the decision in question was given by the Employer's Agent's representative"

4.3.3	"The Employer and the Contractor hereby agree, in terms of the provisions of section 37 (2) of the Occupational Health & Safety Act, 2003 (Act 85 of 2003, hereinafter referred to as 'the Act') that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely: (a) the Contractor undertakes all precautionary measures of the National Disaster Management Act No 57 of 2002 and COVID-19 REGULATIONS (b)The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act; (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with; (c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations, and prohibitions; with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations; (d) The Contractor agrees that any duly authorised official of the Employer shall be entitled to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records or Safety Plans held by the Contractor; (e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge; (f) The Contractor shall furthermore, in compliance with the Construction Regulations of 2003 (Notice No. R1010, dated 18 July 2003) to the Act: (i) Acquaint himself with the requirements of the Employer's health and safety Specification as laid down in regulation 4(1)(a) of the Construction Regulation of 2003, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation of 2003 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the employer for approval within 14 days from the date of the Letter of Acceptance and shall be implemented and maintained from the Commencement of the Works. (ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with requirements of these Regulations shall entitle the Employer, at the request of the Employer or his Agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension,

4.4.3

1 All specialists' merchants, tradesmen and others executing any work or supplying any goods for which provisional or prime cost sums are provided in the Schedule of Quantities and who are selected for this purpose by the Contractor and the Employer as specified hereafter, shall in the execution of such work be subcontractors of the Contractor and are herein referred to as "Selected Subcontractors".

2 The contractual relationship between the Contractor and the selected sub contractor shall be the same as those which normally apply between contractors and ordinary subcontractors as specified inter alia in clause 3 hereafter.

3 Unless another procedure is specified in the Special Conditions of Contract, the procurement of Selected Subcontractors by the Contractor is to be carried out using the legislated Standard Conditions of Tender (as published and amended from time to time by the Construction Industry Development Board).

It is intended that the Subcontract Agreement and Provisions of Subcontract Third Edition (2003) Incorporating General Conditions of Sub Contract 2003 for use in accordance with Subcontractors Works of Civil Engineering Construction as provided by the South African Federation of Civil Engineering Contractors be used as the basis of the subcontract between the Contractor and each selected subcontractor

The Contractor shall incorporate in the subcontract provisions that:

(a) In respect of the work of the goods that are subject of the subcontract the Selected Subcontractor undertakes to the Contractor *mutatis mutandis* the obligations and liabilities as are imposed upon the Contractor to the Employer in terms of the Contract, and hold the Contractor harmless from and indemnifies him against the same and in respect of all claims, demands, lawsuits, damages, costs, charges and expenses whatsoever arising out of or in connection therewith, or arising out or in connection with any failure to perform such obligations or to fulfill such liabilities, and

(b) the Selected Subcontractors hold the Contractor harmless from and indemnifies him against:
   (i) shortcomings in the subcontract works if and where the works were designed by the Selected Subcontractor;
   (ii) defects in the goods if and where the goods were manufactured and/or supplied by the Selected Subcontractor;
   (iii) any negligence by the Selected Subcontractor; his agents, workmen and servants:
   (iv) any misuse by the Selected Subcontractor of any Construction Plant, Temporary Works or materials provided by the Contractor for the purposes of the Contract; and
   (v) any claims as aforesaid

(c) entitles him to pay direct to local and other labourers all payments the selected subcontractor has failed to make to any local and other labourers and to deduct, by way of settlement, the amounts paid by the Contractor from money owing to or that may become owing to selected subcontractor.

5.3.1	The documentation required before commencement with the Works execution are: 1 Health and Safety Plan in relation to COVID-19 Regulations (Refer to Clause 4.3) 2 Initial programme (Refer to Clause 5.6) 3 Security (Refer to Clause 6.2) 4 Insurance (Refer to Clause 8.6)
5.3.2	The time to submit the documentation required before commencement with the Works execution is 14 days of receipt of the signed Form of Offer and Acceptance.
5.4.4	"The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works."
5.8.1	The non-working days are Sundays. The special non-working days are: (1) All gazetted public holidays falling outside the year end break. (2) The year end break commencing on 15 December and ending on 5 January
5.12.2.2	No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12. The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work. January 4 days February 4 days March 4 days April 4 days May 4 days June 2 days July 2 days August 2 days September 2 days October 4 days November 4 days December 4 days

	Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.
5.13.1	The penalty for failing to complete the Works is **R1000.00** per day per day up to a limit of 30 normal working day, upon which automatic termination will be effected by the Employer. A fixed penalty of **R 500** per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of Section 1500 of the Standard Specifications and Section B1500 of the Scope of Works. In addition a time-related penalty of **R 300** per day over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after an instruction to this effect has been given by the Employer's Agent. The Employer's Agent's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.
5.16.3	The latent defect period is 3 years.
6.2.1	No performance guarantee and retention deduction will be applied in this contract.
6.8.2	The Contract Price Adjustment **is not** applicable in this contract.
6.8.3	"Special materials (such as steel products) shall be considered with supporting documentary evidence. Details of special materials are indicated in the Contract Data."
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80 %
6.10.2	"Payment to the Contractor for any materials on site shall only be authorized after proof of ownership by the Contractor has been lodged with the Employer in the form of receipted invoices or other acceptable documents, or if ownership is ceded to the Employer."
6.10.3	The limit on retention is: 10% of the Contract Price, if a Performance Guarantee is provided, and 10 % of the Contract Price, if a Performance Guarantee is not provided.
6.10.4	*Add the following to clause 6.10.4:* Notwithstanding the above, the Employer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.
7.8.1	Defects Liability Period: The Defects Liability Period is zero (0) months measured from the date of the Certificate of Completion.

8.2.1	"The Contractor shall protect the Works properly and shall so arrange his operations that the minimum danger and inconvenience are caused to the public and to vehicle and pedestrian traffic. For this purpose, he shall, inter alia, provide and maintain sufficient road traffic signs, lights, barricades, fencing and guarding as may be necessary or required by the Employer or by any act, regulation or statutory authorities. All operations required in connection with the execution and completion of the Works shall, as far as the provisions of the Contract permit, not unnecessarily or in any improper manner encroach upon the use of public roads or upon access to private property, and the Contractor hereby indemnifies the Employer against any claims, demand, damage and costs that may arise in this regard. Compensation for such obligations shall be included in the Contractor's prices for provisional and general costs, except in as far as provision is made in the specifications for payment in respect of specific items pertaining to these obligations."
8.6.1.1.2	The value of plant and materials supplied by the Employer to be included in the insurance sum is zero (R0.00)
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is zero
8.6.1.3	The limit of indemnity for liability insurance is R 1 000 000.00
8.6.1.6	"Where the contract involves manufacturing and/or fabrication of the Works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such Works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's policies of insurance."
9.2.1.3.8	The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.
9.2.1.3.9	An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.
10	"Dispute resolution shall initially be by means of ad-hoc adjudication as per Clause 10.5.2. Should adjudication not be successful, then the dispute shall be referred to Arbitration under the provisions of Clause 10.7.1."
10.4.1	The parties may at time agree to settle disputes with the help of an impartial third party
10.5.3	The number of Adjudication Board Members to be appointed is five (5).

CLAUSES APPLICABLE TO EPWP CONTRACTS	
4.5 4.5.3	Variations to the Conditions of Contract are: *Add the following at the end of subclause 4.5:* The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act: (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (iv) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor. (v) The Contractor shall be obliged to report forthwith to the Employer and Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge
4.5.4	The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act: (i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction Regulation 2003, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2003 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after receiving a completed copy of the Agreement and shall be implemented and maintained from the Commencement of the Works. (ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified.

10	*Add the following to subclause 10.1 after "… Commencement Date", in line 4:* "subject to the Contractor having an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2003 and complied with the initial requirements thereof."
11.1	*Add the following to subclause 11(1)(a) between "… site," and "the location …." in line 1:* "subject to the Contractor having an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2003 and complied with the initial requirements thereof,"

Clause 42: The additional clauses to the General Conditions of Contract are:

Mentoring of learners

Definition

Mentor means an experienced and trusted advisor appointed by the Municipality and tasked with the provision of assistance to the Learners and Learner Contracting Companies in the planning, execution and management of the on-site training projects.

Objectives of mentorship services

The Municipality's objective in appointing a Mentor is to:

a) minimize the Public Body's risk of the projects not being constructed to stated requirements, within budget and on time;
b) provide access to project and commercial expertise that Learner Contracting Companies may lack during the execution of the three projects which form an integral part of the EPWP Contractor Learnership Programme;
c) capacitate Leaner Contracting Companies to successfully complete their contracts with the Public Body and to work independently and profitably; and
d) identify learners who do not satisfy the requirements of the EPWP Learnership Programme and as such be removed from the programme.

Authority of mentors
The Mentor has no authority to relieve the Contractor or the Employer of any of his obligations under the Contract.
(Compiler to include the following in <u>all</u> contracts falling under the EPWP programme)

Payment for the labour-intensive component of the works

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

Applicable labour laws

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

1 Introduction

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

1.2 In this document –

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

2 Terms of Work

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

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

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

3 Normal Hours of Work

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

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

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

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

4 Meal Breaks

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

4.2 An employer and worker may agree on longer meal breaks.

4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5 Special Conditions for Security Guards

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

6 Daily Rest Period

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

7 Weekly Rest Period

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

8 Work on Sundays and Public Holidays

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

9 Sick Leave

9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
9.4 Accumulated sick-leave may not be transferred from one contract to another contract.
9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
9.7 An employer must pay a worker sick pay on the worker's usual payday.
9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
(a) absent from work for more than two consecutive days; or
(b) absent from work on more than two occasions in any eight-week period.
9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

10 Maternity Leave

10.1 A worker may take up to four consecutive months' unpaid maternity leave.
10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
10.5 A worker may begin maternity leave –

(a) four weeks before the expected date of birth; or
(b) on an earlier date –
  (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
  (ii) if agreed to between employer and worker; or
(c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

11 Family responsibility leave

11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -

(a) when the employee's child is born;
(b) when the employee's child is sick;
(c) in the event of a death of –
  (i) the employee's spouse or life partner;
  (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

12 Statement of Conditions

12.1 An employer must give a worker a statement containing the following details at the start of employment –

(a) the employer's name and address and the name of the EPWP;
(b) the tasks or job that the worker is to perform; and
(c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
(d) the worker's rate of pay and how this is to be calculated;
(e) the training that the worker will receive during the SPWP.

12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
12.3 An employer must supply each worker with a copy of these conditions of employment.

13 Keeping Records

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

(a) the worker's name and position;
(b) in the case of a task-rated worker, the number of tasks completed by the worker;
(c) in the case of a time-rated worker, the time worked by the worker;
(d) payments made to each worker.

13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

14 Payment

14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
14.2 A task-rated worker will only be paid for tasks that have been completed.
14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
14.4 A time-rated worker will be paid at the end of each month.
14,5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
14.6 Payment in cash or by cheque must take place –

(a) at the workplace or at a place agreed to by the worker;
(b) during the worker's working hours or within fifteen minutes of the start or finish of work;
(c) in a sealed envelope which becomes the property of the worker.

14.7 An employer must give a worker the following information in writing –

(a) the period for which payment is made;
(b) the numbers of tasks completed or hours worked;
(c) the worker's earnings;
(d) any money deducted from the payment;
(e) the actual amount paid to the worker.

14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.
14.10 Payment will be not be made to contractor, unless monthly report reflects time and number of labour utilized on site as per Labour Intensive Requirement

15 Deductions

15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
15.4 An employer may not require or allow a worker to –

(a) repay any payment except an overpayment previously made by the employer by mistake;
(b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
(f) pay the employer or any other person for having been employed.

16 Health and Safety

16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
16.2 A worker must –

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

17 Compensation for Injuries and Diseases

17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
17.2 A worker must report any work-related injury or occupational disease to their employer or manager.
17.3 The employer must report the accident or disease to the Compensation Commissioner.
17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

18 Termination

18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
18.2 A worker will not receive severance pay on termination.
18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

19 Certificate of Service

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

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

Part 2: Data provided by the Contractor

The contractor is advised to read the *general conditions of contract for construction works, third edition, 2015* published by the South African institution of civil engineering, private bag x200, halfway house, 1685, in order to understand the implications of this data which is required to be completed. Copies of these conditions of contract may be obtained from www.saice.org.za.

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

<table>
<tr><th>Clause</th><th>Data</th></tr>
<tr><td>1.1.1.9</td><td>The name of the Contractor is:

…….. . . . . .</td></tr>
<tr><td>1.2.1.2</td><td>The address of the Contractor is:
Address (physical): . . . .
. . . . . .
Address (postal): . . . . . .
. . . .
Telephone: . . . . . Facsimile: . . . . . .
e-mail: . . . . . .</td></tr>
<tr><td>1.1.1.14</td><td>The time for achieving Practical Completion is as stipulated under Part C3.1A, Clause 8.</td></tr>
<tr><td>6.2.1</td><td>The security to be provided by the Contractor shall be one of the following:
<table>
<tr><th>Type of security</th><th>Contractor’s Choice. Indicate “Yes” or “No”</th></tr>
<tr><td>Cash deposit of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.</td><td></td></tr>
<tr><td>Performance guarantee of 10% of the Contract Sum, incl. VAT plus retention of 10% of the value of the Works.</td><td></td></tr>
</table></td></tr>
<tr><td>6.5.1.2.3</td><td>The percentage allowance to cover overhead charges is ……%.</td></tr>
</table>

C1.3 PERFORMANCE BOND

The performance guarantee is to contain the wording of the pro-forma document included in the general conditions of contract for construction works, third edition, 2015, published by the South African institution of civil engineering. Copies of these conditions of contract may be obtained from the South African institution of civil engineering, private bag x200, halfway house, 1685, at www.saice.org.za.

Herewith a copy of the pro-forma document.

PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: ……..…

Physical Address: ……

"Employer" means: ……..……

"Contractor" means: ……..……

"Employer's Agent" means: ……

"Works" means: ……

"Site" means: ……..…....

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

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

Amount in words: ……....

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

Amount in words: …….

"Expiry Date" means: …….

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employerof the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum,

whichever occurs first. The Employerand/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. The Guarantor hereby acknowledges that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

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

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

Signed at …….....
Date …….....
Guarantor's signatory (1) ……
Capacity …….....
Guarantor's signatory (2) ……
Capacity …….....
Witness signatory (1) ……..
Witness signatory (2) …….

C1.4 CESSION OF OWNERSHIP

PRO FORMA CESSION OF OWNERSHIP

TO:…….....(**CONTRACTOR)**

SUBJECT : **CONTRACT NO.: IHLM/117/2024-25/ROADS: REGRAVELLING OF WARD 11 ACCESS ROAD**

MATERIALS SUPPLIED TO SITE
.....

In order to facilitate payment for materials on site in terms of Clause 6.10.(2) of the General Conditions of Contract, it is hereby confirmed that, although materials may have been supplied on Credit to
……..…….. (Contractor)
ownership of such materials, when delivered for use in the above Contract will vest with
……..…..…… (Contractor)

In the event of such materials being delivered on site or any authorised extended site in terms of the Contract, ownership thereof will then vest with ……...….
(the Employer) in terms of Clause 8.2.(1) of the said General Conditions of Contract.

Yours faithfully

(SUPPLIER)

C 1.5 FORM 1: OVERALL PROJECT WORKER SCHEDULE

BENEFICIARY LIST

Name of Contractor
Project Name
Project Number
Month:

Youth = 35yrs and less

Number of workers	Surname	Initials	Name	ID Number	Date of Birth	Male/Female	Has Disability (Y?N)	Is Youth (Y/N)	Education Level*	Date Start	Contact Number
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											

Signature of CLO

C 1.6 FORM 2: MONTHLY PAYMENT REGISTER FORM (LOCAL LABOURERS ONLY)

PAYMENT REGISTER

Contractor Name
Period
Project Number
Month:

Name and surname	ID Number	Contact no	Number of Workdays	Task Rate	Payment Due	Signature for Payment Received	Comments

Signature of CLO ???

Signature of Contractor to verify accuracy

Signature of Consultant

Signature of Contractor for receipt of monies

C 1.7 FORM 3: DAILY SITE ATTENDANCE REGISTER FORM

DAILY SITE ATTENDANCE REGISTER

Name of Contractor
Project Name

Validation: Cannot be more than 23 days per person per month.

Project Number
Month:

1 = At Work A = Absent L = Leave SC = Site Closed
SL = Sick Leave P = Public Holiday 2 = Training

	Surname	Initials	ID Number	Birth Date	Rate per day (R)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	**Total Work days**	**Total Training Days**	**Total work days & training days**
1																																					0	0	0
2																																					0	0	0
3																																					0	0	0
4																																					0	0	0
5																																					0	0	0
6																																					0	0	0
7																																					0	0	0
8																																					0	0	0
9																																					0	0	0
10																																					0	0	0
11																																					0	0	0
12																																					0	0	0
13																																					0	0	0
14																																					0	0	0
15																																					0	0	0
15	**TOTALS**																																				0	0	0

Signature of CLO

Week 1 -2: Signature of Contractor Organisation

Week 3-4: Signature of Contractor Organisation

Week 1: Signature of Contractor

Week 2: Signature of Contractor

Week 3: Signature of Contractor

Week 4: Signature of Contractor

Validation:		
	Total work days	0
	Total training days	0
	Total work days + training days	0
	Variance	0
	Variance must be 0	

C 1.8 FORM 4: LABOUR MONTHLY SUMMARY SHEET

LABOUR MONTHLY SUMMARY SHEET

Name of Contractor
Project Name
Project Number
Applicable Month

No of Working Days: Maximum including training = 23 days per month

Number of workers	Surname	Initials	First Name	ID Number	Birth Date	(M)ale / (F)emale	(D)isabled	Rate per day	Number of days worked this month	Number of training days this month	Total amount paid to beneficiary	Course name	Course Code
1											0		
2											0		
3											0		
4											0		
5											0		
6											0		
7											0		
8											0		
9											0		
10											0		
11											0		
12											0		
13											0		
14											0		
15											0		
16											0		
17											0		
18											0		
19											0		
20											0		
											0		
20	**Totals for month**								**0**	**0**	**0**		

Signature Consultant

C1.9 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT No 85 OF 1993 AS UPDATED IN GOV. GAZETTE 7721 OF 18 JULY 2003)

The signatory for the company in terms of the above-mentioned Act shall confirm his / her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

“By resolution of the Board of Directors passed at a meeting held on .....

Mr/Ms ..... whose signature appears

below, has been duly authorised to sign the AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT 85 OF 1993 as updated) on behalf

of.....

SIGNED ON BEHALF OF THE COMPANY:.....

IN HIS/HER CAPACITY AS:.....

DATE:.....

SIGNATURE OF SIGNATORY:.....

WITNESS: 1..... 2.....

NAME (IN CAPITALS) 1..... 2.....

C1.10 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT No. 85 OF 1993, AS UPDATED IN GOVERNMENT GAZETTE 7721 OF 18 JULY 2003)

THIS AGREEMENT is made at ..... on this the ..... day

of.....in the year..... between

the INGQUZA HILL LOCAL MUNICIPALITY

(hereinafter called "the Employer") of the one part, herein represented by

.....in his/her capacity as .....……..…

and delegate of the Employer in terms of the Employer's standard powers of delegation pursuant to the provisions of Act No 7 of 1998.

and .....

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

.....in his/her capacity as .....……...…….....

and being duly authorised by virtue of a resolution appended hereto as Annexure A.

WHEREAS the Employer is desirous that certain works be constructed, viz
CONTRACT NO.: IHLM/11/2024-25/ROADS: REGRAVELLING OF WARD 11&12 ACCESS ROAD and has accepted a tender by the Mandatory for the construction, completion & maintenance of such works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 as updated);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1 The Mandatory shall execute the work in accordance with the contract documents pertaining to this contract.

2 This Agreement shall hold good from its commencement date, which shall be the date determined under Subclause 5.4.1 of the Contract Data, to either;

a) the date of the final certificate issued in terms of Subclause 5.16.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"), or

b) the date of termination of the Contract in terms of Subclause 9.2.1 of the GCC.

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

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

i) Section 8: General duties of employers to their employees.

ii) Section 9: General duties of employers and self-employed persons to persons other than employees.

iii) Section 37: Acts or omissions by employees or mandatories and

iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.

b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his/her sub contractors.

4 In addition to the requirements of Clause 8.2 of the GCC (as amended by the Contract Data contained in Volume 3 of the contract documents pertaining to this Contract) and all relevant requirements of the above mentioned Volume 3, the Mandatory agrees to execute all the works forming part of this Contract and to operate and utilize all machinery, plant and equipment in accordance with The Act.

5 The mandatory is responsible for the compliance with the Act by all his/her sub-contractors, whether or not selected and/or approved by the Employer.

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

7. The mandatory undertakes to ensure that he/her and/or subcontractors and/or their respective employers will at all times comply with the following conditions:

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

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

c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the mandatory and/or his/her employees and/or his/her sub-contractors.

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:.....

WITNESS: 1..... 2.....

NAME (IN CAPITALS) 1..... 2.....

SIGNED FOR AND ON BEHALF OF THE MANDATORY:.....
WITNESS: 1..... 2.....

NAME (IN CAPITALS)1..... 2.....

C1.11 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, ENVIRONMENTAL CONSERVATION ACT AND ENVIRONMENTAL MANAGEMENT ACT

The signatory for the company in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on ....., Mr./Ms …… whose signature appears below, has been duly authorised to sign the AGREEMENT IN TERMS OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, ENVIRONMENTAL CONSERVATION ACT AND ENVIRONMENTAL MANAGEMENT ACT on behalf of ……(the Contractor)

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS/HER CAPACITY AS .....

DATE

SIGNATURE OF SIGNATORY .....

Witness ..... …Witness .....

Name..... Name .....

C1.12 AGREEMENT IN TERMS OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, ENVIRONMENTAL CONSERVATION ACT AND ENVIRONMENTAL MANAGEMENT ACT

THIS AGREEMENT made at.....

on this the .....day of ..... in the year.....

between the in INGQUZA HILL LOCAL MUNICIPALITY (hereinafter called "the Employer") of the one part,

herein represented by ……..…….. in his/her capacity as ……..…….....

and delegate of the Employer in terms of the Employer's standard powers of delegation

and…….

(hereinafter called "the Mandatory") of the other part,

herein represented by ..... in his/her capacity as .....……..

and being duly authorised by virtue of a resolution appended hereto as Annexure B;

WHEREAS the Employer is desirous that certain works be constructed, viz.

CONTRACT NO IHLM/117/2024-25/ROADS: REGRAVELLING OF WARD 11 ACCESS ROAD and has accepted a tender by the Mandatory for the construction, completion & maintenance of such works, and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Constitution of the Republic of South Africa, the Environmental Conservation Act and the Environmental Management Act;

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

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

2. This Agreement shall hold good from its commencement date, which shall be the date determined under Subclause 5.4.1 of the Contract Data to either:
   a) the date of the final certificate issued in terms of Subclause 5.16.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"), as contained in this volume of the contract documents pertaining to this Contract, or

   b) the date of termination of the Contract in terms of Subclause 9.2.1 of the GCC.

3. The Mandatory declares himself/herself to be conversant with the following:-

   All the requirements, regulations and standards of Section 24 of the Constitution of the Republic of South Africa (Act No 108 of 1996)[2] * the Environmental Conservation Act (Act No 73 of 1989) and the National Environmental Management Act (Act No 107 of 1998), hereinafter referred to as "The Act", together with its amendments of The Act.

4. In addition to the requirements of Clause 8.2 of the GCC (as amended in the Contract Data contained in Volume 3 of the contract documentation pertaining to this Contract) and all relevant requirements of the above mentioned Volume 3, the Mandatory agrees to execute all the works forming part of this

Contract and to operate and utilize all machinery, plant and equipment in accordance with an Environmental Management Plan.

5. The Mandatory is responsible for the compliance with the Act and Environmental Management Plan by all his/her sub-contractors, whether or not selected and/or approved by the Employer.

* Refer to note [2] overleaf for Section 24 of the Constitution.

[2]Environment: Extract from Section 24 of the Constitution of the Republic of South Africa.

24. Everyone has the right –
    (a) to an environment that is not harmful to their health or well-being; and
    (b) to have the environment protected, for the benefit of present and future generations, through reasonable legislative and other measures that –
        (i) prevent pollution and ecological degradation;
        (ii) promote conservation; and
        (iii) secure ecologically sustainable development and use of natural resources while promoting justifiable economic and social development.

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:.....

WITNESS: 1..... 2.....

NAME (IN CAPITALS)1..... …. 2.....

SIGNED FOR AND ON BEHALF OF THE MANDATORY:.....

WITNESS: 1..... 2.....

NAME (IN CAPITALS)1..... 2.....

PART C2: PRICING INSTRUCTIONS

C2.1 PRICING INSTRUCTIONS

1) The Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.

2) The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Employer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

3) Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.

4) Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.

5) The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.

6) An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

Should the Tenderer group a number of items together and tender one sum for such group of items, the single tendered sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

7) The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment. Ordering of materials is not to be based on the Bill of Quantities.

8) For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications

Quantity: The number of units of work for each item

Rate: The payment per unit of work at which the Tenderer tenders to do the work

Amount: The quantity of an item multiplied by the tendered rate of the (same) item

Sum: An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

9) The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm = millimetre

m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m^2	=	square metre
m^2-pass	=	square metre-pass
ha	=	hectare
m^3	=	cubic metre
m^3-km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	percent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

10) Expanded Public Works Programme (EPWP) Implications

Those parts of the contract to be constructed using labour-intensive methods have been marked in the Schedule of Quantities or Bill of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

11) The cost of all samples and tests as may be required to ascertain and check the quality of materials and workmanship or any part of the works are deemed to be included in the relevant rates in the Bill of Quantities. The Contractor shall at his/her own expense take levels and prepare cross sections as required for the measurement and computation of excavation and fill quantities etc.

12) Value Added Tax (VAT) shall not be included in the individual rates but is to be added as a total at the end of the summary.

13) All materials to be provided by the Contractor will be SABS, ISO or JASWIC approved where such a specification exists, whether specifically stated in the schedule or not.

14) Where a particular make of item is specified, the words “or similar approved” shall mean approval by the Employer in writing.

C2.2 BILL OF QUANTITIES **NB** The BOQ must be completed in full using BLACK INK and the summary sheet completed and signed.

The BOQ must also be completed in full.

SCHEDULE A : ROAD REGRAVELLING					SECTION 1200
ITEM NO	**DESCRIPTION**	**UNIT**	**BILLED QUANTITY**	**RATE**	**BILLED AMOUNT**
	GENERAL REQUIREMENTS AND PROVISIONS				
B12.01	c) General labour	Prov. Sum	1	R 112 050,00	R 112 050,00
B12.02	**a) Provision of Security for the entire project**	Prov. Sum	1	R 23 100,00	R 23 100,00
1200	**TOTAL CARRIED TO SUMMARY**				**R 135 150,00**

SCHEDULE A : ROAD REGRAVELLING **SECTION 1300**

ITEM NO	DESCRIPTION	UNIT	BILLED QUANTITY	RATE	BILLED AMOUNT
	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
B13.01	**The Contractor's general obligations:**				
	a) Fixed obligations	Sum	1		
	c) Time-related obligations	month	3		

1300	**TOTAL CARRIED TO SUMMARY**				

SCHEDULE A : ROAD REGRAVELLING **SECTION 1500**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	ACCOMMODATION OF TRAFFIC				
B15.01	**Accommodating traffic and maintaining temporary deviations**	km	10		

1500	**TOTAL CARRIED TO SUMMARY**				

SCHEDULE A : ROAD REGRAVELLING **SECTION 1600**

ITEM NO	DESCRIPTION	UNIT	BILLED QUANTITY	RATE	BILLED AMOUNT
	OVERHAUL				
16.02	**Overhaul on material hauled in excess of 1,0 km (ordinary overhaul)**	m^3-km	10 080,00		

1600	**TOTAL CARRIED TO SUMMARY**				

SCHEDULE A : ROAD REGRAVELLING **SECTION 1700**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	PREFABRICATED CULVERTS				
22.01	**Cleaning of Existing Culverts**				
	(a) 600mm dia Pipe		10	R 700,00	R 7 000,00
	(b) 900mm dia Pipe		5	R 1 200,00	R 6 000,00
22.02	**Rehabilitation on damaged headwalls**				
	Construction of damaged headwalls in existing crossings		5	R 2 500,00	R 12 500,00
22,03	**Cast in situ concrete and formwork:**				
	(c) Road ditch drains including formwork and class U2 surface finish:				
	(i) Class 25/19	m³	6,6	R 3 200,00	R 21 120,00

22,05	**Steel reinforcement:** (d) (i) Welded steel fabric (Ref. 193)	kg	15,00		
2200	**TOTAL CARRIED TO SUMMARY**				

SCHEDULE A : ROAD REGRAVELLING **SECTION 2200**

ITEM NO	DESCRIPTION	UNIT	BILLED QUANTITY	RATE	BILLED AMOUNT
	MASS EARTHWORKS				
33.01	**Roadbed preparation and the compaction of material:**				
	(a) Wet blading Compaction to 93% of modified AASHTO density	m³	1 650,00		R 24 750,00

2200	**TOTAL CARRIED TO SUMMARY**				**R 24 750,00**

SCHEDULE A : ROAD REGRAVELLING **SECTION 2300**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	PAVEMENT LAYERS OF GRAVEL MATERIAL				
B34.01	**Pavement layers constructed from gravel taken from cut or borrow including free-haul up to 1,0 km:**				
	c) Gravel Wearing course compacted to:				
	(i) 95% of modified AASHTO density for a (G7 material, 150 mm compacted layer thickness)	m^3	8250		

2300	**TOTAL CARRIED TO SUMMARY**				

SCHEDULE A : ROAD REGRAVELLING **SECTION 3300**

ITEM NO	DESCRIPTION	UNIT	BILLED QUANTITY	RATE	BILLED AMOUNT
	PITCHING, STONEWORK AND PROTECTION AGAINST EROSION				
51.01	**Stone pitching:**				
	(a) Grouted stone pitching	Prov Sum	1	R 110 000,00	R 110 000,00

5100	**TOTAL CARRIED TO SUMMARY**				**R 110 000,00**

SUMMARY SCHEDULES

REGRAVELLING OF WARD 12&11 ACCESS ROAD
BID NO.: IHLM/

SECTION	DESCRIPTION		SUMMARY
1200	GENERAL REQUIREMENTS AND PROVISIONS	R	135 150,00
1300	CONTRACTORS ESTABLISHMENT ON-SITE & GENERAL OBLIGATIONS	R	-
1500	ACCOMODATION OF TRAFFIC	R	-
1600	OVERHAUL	R	-
1700	PRE-FABRICATED CULVERTS	R	-
2300	MASS EARTHWORKS	R	-
3300	PAVEMENT LAYERS OF GRAVEL MATERIAL	R	-

	3400	PITCHING, STONE WORK AND PROTECTION AGAINST EROSION PROTECTION	R 110 000,00
		SUBTOTAL 1	
		CONTINGENGIES (10%)	R
		SUBTOTAL 2	**R**
		VAT @15.5%	R
		TOTAL	**R**

Rock fill (as specified in Subclause 3209(c))

Sand fills (as described in Clause 3302, including

Contractor, including all haul:

Rock fill (as specified in Subclause 3209(c))

SCOPE OF WORKS

C3.1: DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

The primary objective of this project is to provide ease of access for the communities to clinics, police station and schools. It will have a significant reduction in the distance travelled to access the villages. The motorist visiting the villages are having difficulty to access the house holds during rainy season.

The secondary objective of the project is to construct this access road to make it safe for use and improve its storm water management, while creating temporal employment to local labour. It will develop and improve practical and management skills for emerging contractors by implementation of Labour-Intensive Construction (LIC) methods, wherever practical.

C3.1.2 OVERVIEW OF THE WORKS

Road formation, Roadbed preparations, Tipping of gravel material, processing of existing Gravel material, Cleaning of storm water pipes, Rehabilitation of damaged existing headwalls, Stone pitching, Ditch drains construction.