



MAGUZWANA SPORTSFIELD WARD 1
CONTRACT No.: PWBS- B044/23/24
(CIDB CATEGORY: 4CE OR HIGHER)
RE-ADVERT
PROCUREMENT DOCUMENT
CONSTRUCTION OF MAGUZWANA SPORTSFIELD (WARD 1)

THE TENDER

Name of Tenderer _____

CIDB CRS Number _____

Telephone Number _____

Fax Number _____

Address _____

Tender Sum _____

EMPLOYER:

Dr. Nkosazana Dlamini Zuma Municipality
Main Street, Creighton
P.O Box 62
Creighton
3263

Tel: (039) 833 1038
Fax: (039) 833 1179

CONSULTING ENGINEERS:

Masakhekulunge Project Managers
18602, Marine Drive, Manaba
P.O Box 464
Margate
4275

Tel: 039 312 0856
Fax: 086 527 3071

TENDER CLOSES ON 14th February 2024 @ 12h00



EXPANDED PUBLIC WORKS PROGRAMME
CONTRIBUTING TO A NATION AT WORK

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DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY

CONTRACT No.: PWBS-B044/23/24

Contract period: 6 months

Construction of Maguzwana Sports field Ward 1

PROCUREMENT DOCUMENT

FOREWORD

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

The TENDER consists of two parts, namely:

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

The CONTRACT consists of seven parts, namely:

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

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

SUMMARY FOR TENDER OPENING PURPOSES

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

Name of Contractor submitting the tender:.....

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

Alternative Tender offered? (Yes / No)

If "Yes" state amount: R

Specified Time for Completion: 6 months

Alternative Time for Completion offered? (Yes / No)

If "Yes", state time offered

Details of contact person:

Name (Print):

Telephone No: Fax No:

E-mail address:

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

SIGNATURE:

(of person authorised to sign the tender)

TENDER

T1: TENDERING PROCEDURES

T2: RETURNABLE DOCUMENTS

T1: TENDERING PROCEDURES

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T2.2: LIST OF RETURNABLE DOCUMENTS

T1.1: TENDER NOTICE AND INVITATION TO TENDER



DR. NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY

CIDB CATEGORY: 4CE OR HIGHER

Project Name: Construction of Maguzwana Sportsfield (Ward 1)

RE-ADVERT

BID NOTICE

CONTRACT NO: PWBS-B044/23/24

1. BID INVITATION

Bids are hereby invited from suitably qualified and experienced Service Providers for the **Construction of Maguzwana Sportsfield** located in **Ward 1** of Dr Nkosazana Dlamini – Zuma Municipality (KZN 436).

This bid will be evaluated in terms of Ability and Capability of the company and 80/20 Preferential Procurement Point system and the points will be allocated as follows. **80 – Price, 20 –SPECIFIC GOALS.**

Specific Goals:

	POINTS	SUPPORTING DOCUMENTS
PRICE	80	
SPECIFIC GOALS	(20)	
Company operating within the Jurisdiction Dr NDZ LM	10	CIPC Document reflecting NDZ company physical Address
Company operating within the jurisdiction of Harry Gwala District Municipality	5	CIPC Document reflecting Harry Gwala District Municipality company physical Address
Company operating within the jurisdiction of KwaZulu-Natal Province	2	CIPC Document reflecting KwaZulu-Natal Province company physical Address
Company operating outside of KwaZulu Natal Province	0	CIPC Document reflecting outside of KwaZulu Natal

T2.2: LIST OF RETURNABLE DOCUMENTS

		Province company physical Address
Company 100% owned by black South African	2.5	Summary of CSD reflecting Race and Identity document or Drivers Licence
Company 60% owned by black South African women	2.5	1.Summary of CSD reflecting 60% company owned by black (Women) Gender and Identity document or Drivers Licence
Company 100% owned by black South African youth	2.5	1.Summary of CSD reflecting 100% company owned by black (youth) Gender and Identity document or Drivers Licence.
Company 50% owned by South African with disability	2.5	2.Summary of CSD reflecting 50% owned by a black South African with (Disability), a proof of medical certificate and an Identity document or Drivers Licence
Total points for Price and SPECIFIC GOALS	100	

NON-COMPULSORY SITE INSPECTION AND DOCUMENTS

The Compulsory briefing meeting will be held on the **21th August 2024 at 10:00 am** at Dr Nkosazana Dlamini – Zuma Municipality (Creighton Office), a representative from Dr Nkosazana Dlamini – Zuma Municipality will meet prospective Bidders to provide details of the Contract. Bid documents will be obtained on the same date from **08h00 to 10h00** at the BTO office. The cost of the bid document is **R 476.00** which is non-refundable.

NB: All SUPPLIERS are expected to join the meeting by 10:00 am, NO SUPPLIER Will be allowed to join the meeting after 10:15 am.

NB: Please be advised that only attendance register will be signed during the 1st session of briefing and Documents will be signed on site.

THE FOLLOWING DOCUMENTS TO BE SUBMITTED WITH BID

- Valid tax clearance certificate or Tax Compliance Status PIN

T2.2: LIST OF RETURNABLE DOCUMENTS

- Submit proof that the bidder and its directors do not owe municipal rates and services.
- Copy of a certificate of Company Registration with the Registrar of Companies and CC's (CK).
- Specific Goals supporting documents
- Certified copies of ID's.
- Form of offer fully completed
- MDB 1, 4 ,6.1, 8 and 9 fully completed.
- Proof of registration with CSD
- **CIDB Grade Certificate 4CE or Higher**

CLOSING DATE

Bid documents must be submitted in a sealed envelope clearly marked with the Bid number and closing date and dropped off in the tender box at the **Dr Nkosazana Dlamini Zuma Municipality Offices, Main street, Creighton** by no later than **the 27th August 2024 before 12:00pm**. Late or faxed bids will not be accepted. Failure to comply with the above conditions will invalidate your offer. The Dr Nkosazana Dlamini Zuma Municipality reserves the right not to make an appointment.

NB: Bids will remain valid for a period of 90 days from date of the closing of the Bid.

Enquiries may be directed to the following persons during office hours (08:00 – 16:30)

BID ENQUIRIES

Procedure related enquires: Miss N. Holiwe

Technical Enquiries: Mr S.V Mngadi or Mr Z. Dlamini

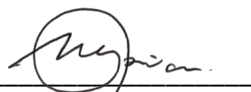
Dr Nkosazana Dlamini Zuma Municipality Tel No: (039) 833 1038

P O Box 62

Fax No.: (039) 833 1179

Creighton






3263



Mr N.C Vezi
MUNICIPAL MANAGER

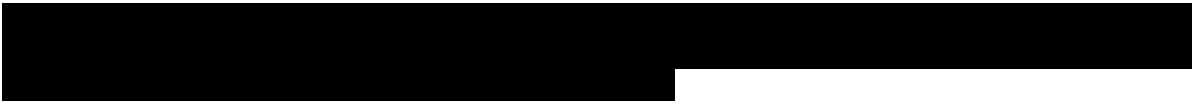
T2.2: LIST OF RETURNABLE DOCUMENTS

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	PWBS-B044/23/24	BRIEFING DATE:	21 th August 2024	CLOSING TIME:	27 th August 2024 @ 12h00
DESCRIPTION	CONSTRUCTION OF MAGUZWANA SPORTS FIELD				
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)					
MAIN STREET					
CREIGHTON, 3263					
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:	
					
					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	
				<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
3. TOTAL NUMBER OF ITEMS OFFERED				4. TOTAL BID PRICE	
				R	
5. SIGNATURE OF BIDDER			6. DATE	
7. CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	BTO		CONTACT PERSON	Mr S.V Mngadi or Mr Z.L Dlamini	
CONTACT PERSON	Miss N Holiwe		TELEPHONE NUMBER	039 833 1039	
TELEPHONE NUMBER	039 833 1039		FACSIMILE NUMBER		
FACSIMILE NUMBER	086 583 235		E-MAIL ADDRESS	mngadis@ndz.gov.za or dlaminiz@ndz.gov.za	
E-MAIL ADDRESS	holiwen@ndz.gov.za				

T2.2: LIST OF RETURNABLE DOCUMENTS

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. 

- 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:

T2.2: LIST OF RETURNABLE DOCUMENTS

T1.2: TENDER DATA

T1.2.1: STANDARD CONDITIONS OF TENDER

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

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

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

Clause No.

F.1.1 GENERAL

F.1.1 Actions

The Employer and each tenderer submitting a tender offer shall comply with these Conditions of Tender. In their dealings with each other, they shall discharge their duties and obligations, as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender documents

The documents issued by the Employer for the purpose of a tender offer are listed in the Tender Data.

F.1.3 Interpretation

F.1.3.1 The Tender Data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of the Conditions of Tender.

F.1.3.2 These Conditions of Tender, the Tender Data and tender schedules which are only required for tender evaluation purposes, will not form part of any contract arising from the invitation to tender.

F.1.4 Communication and Employer's agent

Each communication between the Employer and a Tenderer shall be to or from the Employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The Employer will not take any responsibility for non-receipt of communications from or by a Tenderer. The name and contact details of the Employer's agent are stated in the Contract Data.

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

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

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

F.2 TENDERER'S OBLIGATIONS

The Tenderer shall comply with the obligations hereafter:

F.2.1 Eligibility

T2.2: LIST OF RETURNABLE DOCUMENTS

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

Only those tenderer's 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 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 criteria.

- F.2.2 Cost of tendering**
Accept that the Employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a Tender Offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.
- F.2.3 Check documents**
Check the tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.
- F.2.4 Confidentiality and copyright of documents**
Treat as confidential all matters arising in connection with the tender. He shall use and copy the documents issued by the Employer only for the purpose of preparing and submitting a Tender Offer in response to the invitation.
- F.2.5 Reference documents**
Obtain, as necessary for submitting a Tender Offer, copies of the latest versions of Standards, Specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
- F.2.6 Acknowledge addenda**
Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary apply for an extension to the closing time stated in the Tender Data if necessitated as a result of the addenda.
- F.2.7 Site visit and clarification meeting**
Attend the compulsory site visit and clarification meeting at which tenderers may familiarize them with aspects of the proposed work, services or supply, and raise questions. Details of the meeting are stated in the Tender Data.
- F.2.8 Seek clarification**
Request clarification of the tender documents, if necessary, by notifying the Employer at least five working days before the closing time for submission of tenders stated in the Tender Data.
- F.2.9 Insurance**
Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the Conditions of Contract identified in the Contract Data. The Tenderer is advised to seek qualified advice regarding insurance.
- F.2.10 Pricing the Tender Offer**
F.2.10.1 Include in the rates, prices, and the tendered total of the prices all duties, taxes, except value-added tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time for submission of tenders stated in the Tender Data.

T2.2: LIST OF RETURNABLE DOCUMENTS

- F.2.10.2 Show VAT payable by the Employer separately as an addition to the tendered total of the prices.
- F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the Conditions of Contract identified in the Contract Data.
- F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the Tender Data. The Conditions of Contract identified in the Contract Data may provide for part payment in other currencies.
- F.2.11 Alterations to documents**
Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or alterations or additions necessary to correct errors made by the Tenderer. All signatories to the Tender Offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.
- F.2.12 Alternative Tender Offers**
- F.2.12.1 Submit alternative Tender Offers only if a main Tender Offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative Tender Offer is to be submitted with the main Tender Offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes.
- F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the Tender Data or criteria otherwise acceptable to the Employer.
- F.2.13 Submitting a Tender Offer**
- F.2.13.1 Submit a Tender Offer to provide the whole of the works, services or supply identified in the Contract Data, unless stated otherwise in the Tender Data.
- F.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, by writing in **black ink**.
- F.2.13.3 Submit the Tender Offer communicated on paper as an original plus the number of copies stated in the Tender Data, with an English translation of any documentation in a language other than English.
- F.2.13.4 Sign the original (and all copies, if applicable) of the Tender Offer where required in terms of the Tender Data. The Employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatory is the lead partner whom the Employer shall hold liable for the purpose of the Tender Offer.
- F.2.13.5 Seal the original (and each copy, if applicable) of the Tender Offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.
- F.2.13.6 Where a two-envelope system is required in terms of the Tender Data, place and seal the returnable documents listed in the Tender Data in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.
- F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the Tender Data.

T2.2: LIST OF RETURNABLE DOCUMENTS

-
- F.2.13.8 Accept that the Employer will not assume any responsibility for the misplacement of premature opening of the Tender Offer if the outer package is not sealed and marked as stated.
- F.2.14 Information and data to be completed in all respects**
Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the Employer as being non-responsive.
- F.2.15 Closing time**
F.2.15.1 Ensure that the Employer receives the Tender Offer at the address specified in the Tender Data not later than the closing time stated in the Tender Data. Proof of posting shall not be accepted as proof of delivery. The Employer will not accept Tender Offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Tender Data.
- F.2.15.2 Accept that, if the Employer extends the closing time stated in the Tender Data for any reason, the requirements of the Conditions Tender apply equally to the extended deadline.
- F.2.16 Tender Offer validity**
F.2.16.1 Hold the Tender Offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Tender Data after the closing time stated in the Tender Data.
- F.2.16.2 If requested by the Employer, consider extending the validity period stated in the Tender Data for an agreed additional period.
- F.2.17 Clarification of Tender Offer after submission**
Provide clarification of a Tender Offer in response to a request to do so from the Employer during the evaluation of Tender Offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the Tender Offer should be sought, offered, or permitted. The total of the prices stated by the Tenderer shall be binding upon the Tenderer.
- F.2.18 Provide other material**
F.2.18.1 Provide, on request by the Employer, any other material that has a bearing on the Tender Offer, the Tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the Tender Offer as being non-responsive.
- F.2.18.2 Dispose of samples of materials, where required.
- F.2.19 Inspections, tests and analyses**
Provide access during working hours to premises for inspections, tests and analyses as provided for the in the Tender Data.
- F.2.20 Submit securities, bonds, policies, etc.**
If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the Conditions of Contract identified in the Contract Data.
- F.2.21 Check final draft**
Check the final draft of the contract provided by the Employer within the time available for the Employer to issue the contract.
-

T2.2: LIST OF RETURABLE DOCUMENTS

- F.2.22 Return of other tender documents**
If so instructed by the Employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the Tender Data.
- F.2.23 Certificates**
Include in the tender submission or provide the Employer with any certificates as stated in the Tender Data.
- F.3 EMPLOYER'S UNDERTAKINGS**
- The Employer undertakes to:*
- F.3.1 Respond to clarification**
Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.
- F.3.2 Issue addenda**
If necessary, issue addenda, which may amend or amplify the tender documents, to each Tenderer during the period from the date of the Tender Notice until 7 days before the tender closing time stated in the Tender Data. If, as a result of the issuing of addenda, a Tenderer applied for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and shall then notify all tenderers who drew documents.
- F.3.3 Return late Tender Offers**
Return Tender Offers received after the closing time stated in the Tender Data, unopened (unless it is necessary to open a tender submission to obtain a forwarding address), to the Tenderer concerned.
- F.3.4 Opening of tender submissions**
- F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of Tenderers' agents who choose to attend at the time and place stated in the Tender Data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
- F.3.4.2 Announce at the public meeting held immediately after the opening of tender submissions, at a venue indicated in the Tender Data, the name of each Tenderer whose Tender Offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.
- F.3.4.3 Make available the name of each Tenderer whose Tender Offer is opened, the total of his prices, preferences claimed, if applicable, and time for completion (if any) for the main Tender Offer only.
- F.3.5 Two-envelope system**
- F.3.5.1 Where stated in the Tender Data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of Tenderers' agents who choose to attend at the time and place stated in the Tender Data and announce the name of each Tenderer whose technical proposal is opened.
- F.3.5.2 Evaluate the quality of the technical proposals offered by Tenderers, then advice Tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Tenderers who score in the quality evaluation more than the minimum number of points for quality stated in the Tender Data, and announce the score obtained for the technical proposals and the total price and any preferences claimed.

T2.2: LIST OF RETURNABLE DOCUMENTS

Return unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6

Non-disclosure

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

F.3.7

Grounds for rejection and disqualification

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

F.3.8

Test for responsiveness

F.3.8.1

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

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

F.3.8.2

Regard a responsive tender as one that conforms to all the items, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would

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

F.3.8.3

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

F.3.9

Arithmetical errors

1. Check responsive Tender Offers for arithmetical errors, correcting them in the following manner:
 - (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
 - (b) If a Bill of Quantities (or Schedule of Quantities or Schedule of Rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
 - (c) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if a Bill of Quantities applies) to achieve the tendered total of the prices.
2. Consider the rejection of a Tender Offer if the Tenderer does not correct or accept the correction of his arithmetical errors in the manner described in above.

F.3.10

Clarification of a Tender Offer

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

T2.2: LIST OF RETURNABLE DOCUMENTS

F.3.11 Evaluation of Tender Offers

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

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

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

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

- (a) Score tender evaluation points for each Financial Offer.
- (b) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- (c) Calculate total tender evaluation points
- (d) Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- (e) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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

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

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

- (a) Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.
- (b) Score tender evaluation points for each financial offer.
- (c) Confirm that Tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- (d) Calculate total tender evaluation points.
- (e) Rank Tender Offers from the highest number of tender evaluation points to the lowest.
- (f) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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

F.3.11.6.1 Scoring financial offers

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

$$N_{fo} = W_1 \times A$$

Where N_{fo} = is the number of tender evaluation points awarded for the financial offer;

W_1 = is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data;

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

FORMULAE FOR THE VALUE OF A

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

P_m = is the comparative offer which is the most favourable

P = is the comparative offer of the tender under consideration

F.3.11.6.2 Scoring quality

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

F.3.12 Insurance provided by the Employer

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

F.3.13 Acceptance of Tender Offer

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

F.3.13.2 Notify the successful Tenderer of the Employer's acceptance of his Tender Offer by completing and returning one copy of the Form of Offer and Acceptance before the expiry of the validity period stated in the Tender Data, or agreed additional period. Provided that the Form of Offer and Acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful Tenderer as described in the Form of Offer and Acceptance.

F.3.14 Notice to unsuccessful Tenderers

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

F.3.15 Prepare contract documents

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

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

F.3.16 Issue final contract

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

F.3.17 Complete adjudicator's contract

T2.2: LIST OF RETURNABLE DOCUMENTS

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

F.3.18

Provide copies of the contracts

Provide to the successful Tenderer the number of copies stated in the Tender Data of the signed copy of the Contract as soon as possible after completion and signing of the Form of Offer and Acceptance.

T1.2.2: TENDER DATA

1. GENERAL

T2.2: LIST OF RETURNABLE DOCUMENTS

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

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

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

Clause No.

F.1.1 The Employer is **DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY.**

F.1.2 Tender Document

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

TENDER

T1: Tendering Procedures

T2.2: LIST OF RETURNABLE DOCUMENTS

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

T2: Returnable Documents

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

CONTRACT

Part 1: Agreements and Contract Data

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

Part 2: Pricing Data

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

Part 3: Scope of Work

C3: Scope of Work

Part 4: Project Specification

Part 5: Particular Specification

Part 6: Site Information

C6: Site information

Part 7: Annexures

C7: Annexures

- (b) Drawings.
- (c) **“General Conditions of Contract for Construction Works – 2nd Edition 2015** issued by the South African Institution of Civil Engineering. (Short title “General Conditions of Contract 2010”). This document is obtainable separately, and Tenderers shall obtain their own copies.
- (d) **“Standard Specifications for civil works to be used as per SABS 1200: section for earthworks is SANS 1200DM, section for stormwater drainage is SANS 1200LE.**
- (e) This document is obtainable separately, and Tenderers shall obtain their own copies.
- (e) **The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2003 (Government Gazette No 25207 of 18 July 2003, Notice No R1010).** This document is obtainable separately, and Tenderers shall obtain their own copies.
- (f) In addition Tenderers are advised (f), in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.
- (i) The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Notice No 692 of 9 June 2004,

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

F.1.4 The Employer’s agent is:

Name : Masakhekulunge Project Managers
Address : 18602, Marine Drive, Manaba, 4275

T2.2: LIST OF RETURNABLE DOCUMENTS

P.O. Box 464, Margate, 4275

Tel. : 039 312 0856

Fax : 086 527 3071

Email address: admin@masakhekulunge.co.za

F.2.1 Eligibility

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

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

Only those Tenderers who are registered with the Construction Industry Development Board in a contractor-grading equal to a contractor grading designation **4CE OR HIGHER** as defined in the Regulations (June 2004), in terms of the CIDB Act No 38 of 2000, are eligible to submit tenders for this contract.

Joint ventures are eligible to submit tenders provided that:

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

F.2.7 Site visit and Clarification

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

Location / venue: at Dr. Nkosazana Dlamini Zuma Local Municipality offices in Main Street, Creighton, 3263

Date: **21th August 2024** starting time: **10:00**

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

Name: Mr S.V Mngadi or Z. Dlamini

Tel.: (039) 833 1038

F.2.12 Alternative tenders

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

- (a) Individual items
Individual items offered as alternatives to items in the Bill of Quantities will only be considered if listed and priced in Form L: *Amendments, Qualifications and Alternatives* in Part 2 of the Contract Document, accompanied by a detailed statement as necessary.

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- (b) Alternative designs
Where a Tenderer desires to submit alternative tender involving modifications to the design or method of construction that would alter the character of the tender, the following procedure must be observed:
- (i) The alternative offer must be accompanied by supporting information, drawings, calculations and a priced alternative Bill of Quantities to enable its technical acceptability, construction time and price to be fully assessed. Such information, drawings and Bill of Quantities must be sufficient for proper evaluation of the tendered alternative, otherwise the offer will not be considered;
 - (ii) Any alternative tender involving modifications to design will be assessed on its merits and may be accepted. An accepted alternative design will become the design for the purpose of the contract.
 - (iii) If an alternative design with its priced Bill of Quantities has been accepted, the sum thus tendered for the alternative will not be subject to re-measurement and will be the final amount payable to the Contractor, except only for variations arising from:
 - Changes in design parameters ordered by the Engineer;
 - Changes not arising from any failure or fault of the Contractor, but from modifications requested by the Engineer.
 - (iv) A decision whether or not to adopt a technically acceptable modified design will be governed by the amount of the overall saving and the advantages to the Employer which the modified design can be reliably expected to achieve. Matters to be considered in arriving at the overall saving will include the effect of any deferment in starting date arising from extra time needed for the preparation of an amended contract for signature.
 - (v) The Tenderer will be liable for all costs necessary for the Engineer to check the alternative design offered

F.2.13 Submitting a Tender Offer

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

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

F.2.13.5 Delivery of Tender

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

Location of tender box: **Foyer of Dr. Nkosazana Dlamini Zuma Municipality offices**

Physical address: **Main Street, Creighton, 3263**

Identification details: **Construction Maguzwana Sportsfield (Ward 1)– Contract No.: PWBS-B044/23/24**

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

F. 2.15 Closing Time

The closing time for submission of Tender Offers is **12h00, on 27th August 2024**

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

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- F. 2.16 Tender validity**
 The Tender Offer validity period is 90 days from the closing time for submission of tenders.
- F.2.19 Inspection, tests and analysis**
 Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.
- F.2.22 Return of Tender Documents**
 Not applicable.
- F.2.23 Certificates must be submitted with the bid**

COMPULSORY DOCUMENTS	TICK
Proof of registration with CSD- starting with (MAAA)	
Joint Venture Agreement (if necessary)	
Form of offer fully completed	
MBD 1,4, 8 and 9 fully completed	
Briefing register must be signed by service provider	
Signed certificate of acknowledgement (NDZ stamped and signed by both service provider and municipal official)	
CIDB Grading Certificate: 4CE or Higher	

NB: If a tenderer fails to submit the above documents, your tender will be disqualified.

DOCUMENTS TO BE SUBMITTED	TICK
a) Copies of CK Documents / Sole proprietary	
b) Valid Tax clearance certificate (with your pin number print and attach on the document Tax Clearance Certificate)	
c) MBD 6.1 fully completed	
d) Submit proof that the bidder (Company) and its (directors) do not owe municipal services. -Attach updated municipal rates, water or electricity statement not in arrears for more than 90 days Or - Attach a valid lease agreement if the director is leasing offices and residential Property with a confirmation letter from the landlord confirming that the municipal rates and services are in order. Or - Attach exemption letter from the relevant municipality Or - Attach affidavit if the Municipal Account is under your parents or siblings and they are responsible for paying municipal rates (if the address is the same as yours) and attach the copy of the Municipal rates and services for the above mentioned. Or - Attach copy of a marriage certificate or affidavit and municipal account statement for rates and services, if Municipal account is under your spouse.	
e) Certified copies of Identification documents of all members/directors of the entity.	

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f) Available Relevant Plant and Equipment Resources (Tipper Truck, TLB, Grader, water cart, roller). (Proof of owner ship of all the required plant and Equipment, e.g Logbooks and proof of purchase and Pro-forma agreement with plant hire)				
e) Specific Goals supporting documents :				
Item No.	Specific Goal	Supporting Document	Tick	
	Company operating within the Jurisdiction Dr NDZ LM	CIPC Document reflecting NDZ company physical Address		
	Company operating within the jurisdiction of Harry Gwala District Municipality	CIPC Document reflecting Harry Gwala District Municipality company physical Address		
	Company operating within the jurisdiction of KwaZulu-Natal Province	CIPC Document reflecting KwaZulu-Natal Province company physical Address		
	Company operating outside of KwaZulu Natal Province	CIPC Document reflecting outside of KwaZulu Natal Province company physical Address		
	Company 100% owned by black South African	Summary of CSD reflecting Race and Identity document or Drivers Licence		
	Company 60% owned by black South African women	1.Summary of CSD reflecting 60% company owned by black (Women) Gender and Identity document or Drivers Licence		
	Company 100% owned by black South African youth	1.Summary of CSD reflecting 100% company owned by black (youth) Gender and Identity document or Drivers Licence.		

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		Company 50% owned by South African with disability	2.Summary of CSD reflecting 50% owned by a black South African with (Disability), a proof of medical certificate and an Identity document or Drivers Licence		
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Stage 1: Scoring quality (Ability and Capability of Company)

- Only tenderers who will achieve a score of 60% and more of the total available points will qualify for stage two of the evaluation.
- The criteria to be used to evaluate the proposals for **Ability and Capability of Company** (stage 1) will be as follows:

Points

1. Relevant Experience of Enterprise = 35
2. Experience of Key Personnel = 40

Total = 75

KEY ASPECT OF CRITERION	BASIS FOR POINTS ALLOCATION	MAX POINTS	VERIFICATION METHOD
Relevant Experience of the contractor in Sportsfield construction or similar works	3 x completed Sports Field construction. Bidders to submit a letter of appointment and Letter of reference. each project must have minimum contract value of R 3 000 000,00.	35	Appointment letter and Letter of reference
	2 x completed Sports Field construction. Bidders to submit a letter of appointment and Letter of reference. each project must have minimum contract value of R 3 000 000,00.	20	Appointment letter and Letter of reference
	1 x completed Sports Field construction. Bidders to submit a letter of appointment and Letter of reference. each project must have minimum contract value of R 3 000 000,00.	10	Appointment letter and Letter of reference
<i>If the bidder cannot demonstrate the necessary relevant experience via at least one successfully completed similar project, then the bid will be deemed non-responsive and will be rejected.</i>			
Qualifications and CV's of Contracts Manager	National Diploma in Civil Engineering or Project Management with 5 years' experience or more in Sports Field Construction and rehabilitation of Sports Field and other related Civil works	10	Certified copy of qualification to be attached with detailed CV
	National Diploma in Civil Engineering or Project Management with 3 years' experience in Sports Field Construction and rehabilitation of Sports Field and other related Civil works	7	Certified copy of qualification to be attached with detailed CV
	National Diploma in Civil Engineering or Project Management with 2-year experience in Sports Field Construction and rehabilitation of Sports Field	5	Certified copy of qualification to be attached with detailed CV
Qualifications	National Diploma in Civil Engineering or in-Built	15	Certified copy of

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and CV's of Site Agent	Environment with 3 years' experience in Sports Field Construction and rehabilitation of Sports Field and other related Civil works		qualification to be attached with detailed CV
	National Diploma in Civil Engineering or in-Built Environment with 2 years' experience in Sports Field Construction and rehabilitation of Sports Field and other related Civil works	10	Certified copy of qualification to be attached with detailed CV
	National Diploma in Civil Engineering or in-Built Environment with 1 year experience in Sports Field Construction and rehabilitation of Sports Field and other related Civil works	5	Certified copy of qualification to be attached with detailed CV
CV's of Site Foreman	10 or more years of experience in Sports Field s and rehabilitation of Sports Field, Courts, and other related Civil works	15	Detailed CV to be attached with clear experience and reference
	5- 9 years of experience in Sports Field s and rehabilitation of Sports Field, Courts, and other related Civil works	10	Detailed CV to be attached with clear experience and reference
	1-4 more years of experience in Sports Field s and rehabilitation of Sports Field, and other related Civil works	5	Detailed CV to be attached with clear experience and reference

Stage 2: Specific goals Points

The scores of the evaluators will then be averaged, weighed and totaled to obtain the final score for quality.

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

- b) **Scoring Specific Goals**

The 20 points of the Scoring 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.)

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The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Company operating within the Jurisdiction Dr NDZ LM	10	
Company operating within the jurisdiction of Harry Gwala District Municipality	5	
Company operating within the jurisdiction of KwaZulu-Natal Province	2	
Company operating outside of KwaZulu Natal Province	0	
Company 100% owned by black South African	2.5	
Company 60% owned by black South African women	2.5	
Company 100% owned by black South African youth	2.5	
Company 50% owned by South African with disability	2.5	

F.3.12 Acceptance of Tender Offer

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

- (a) The tender offer is signed by a person authorised to sign on behalf of the Tenderer;

A price is entered against each item in the schedule of quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "indicated" or "provided elsewhere" is entered will deem the tender invalid.

- (b) A valid original Tax Clearance Certificate is included with his tender;
- (c) Tenderer's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003, filled in and signed by the authorized person, is included with his tender submission.

A Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender.

- (e) The Tenderer or a competent authorised representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection.
- (f) The Contractor who submits the tender has been registered with the Construction Industry

T2.2: LIST OF RETURNABLE DOCUMENTS

Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the Regulations 2003 promulgated in terms of the Act, or if the Contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of tenders.

- (g) A Compulsory enterprise questionnaire, filled in and signed by the authorized person, is included with his tender submission.
- (h) The tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges
 - (i) The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- (j) The tenderer has not:
 - (i) Abused the Employer's Supply Chain Management System; or
 - (ii) Failed to perform on any previous contract and has been given a written notice to this effect.

F.3.13

Copies of Contract

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

T2.2: LIST OF RETURNABLE DOCUMENTS

T2: RETURNABLE DOCUMENTS

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T2.2: LIST OF RETURNABLE DOCUMENTS

T2.2 RETURNABLE SCHEDULES AND FORMS

T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES:

- A CERTIFICATE OF ATTENDANCE AT SITE MEETING
- B COMPULSORY ENTERPRISE QUESTIONNAIRE
- C RECORD OF ADDENDA TO TENDER DOCUMENTS
- D CERTIFICATE OF AUTHORITY FOR SIGNATORY
- E PLANT AND EQUIPMENT
- F EXPERIENCE OF TENDERER
- G PRESENT COMMITMENTS
- H PROPOSED SUBCONTRACTORS
- I KEY PERSONNEL
- J CURRICULUM VITAE OF KEY PERSONNEL
- K PRELIMINARY PROGRAMME
- L AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
- M CONTRACTOR'S HEALTH AND SAFETY PLAN AND DECLARATION
- N CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB
- O TAX CLEARANCE CERTIFICATE
- P TENDERER'S FINANCIAL STANDING
- Q FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE
- R DECLARATION OF INTEREST
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DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)
- S RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE
CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)
- R PROOF OF REGISTRATION WITH CSD
 - PROOF OF PURCHASE OF TENDER DOCUMENTS.
 - CERTIFICATE OF INDEPENDENT BID DETERMINATION
 - SKILLS DEVELOPMENT LEVY CERTIFICATE
 - WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE
 - UNEMPLOYMENT INSURANCE FUND (UIF) REGISTRATION CERTIFICATE
 - FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

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

T2.2: LIST OF RETURNABLE DOCUMENTS

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

T2.2: LIST OF RETURNABLE DOCUMENTS

A. CERTIFICATE OF ATTENDANCE AT SITE MEETING

This is to certify that (*tenderer*) of (*address*) was represented by the person(s) named above at the compulsory clarification meeting held for all tenderers at Dr Nkosazana Dlamini Zuma Local Municipality offices at Main Road, Creighton on **21th August 2024** starting at **10:00**.

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

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

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

Employer's Representative

Name: Signature:

Capacity: Date and Time:

Engineer's Representative

Name: Signature:

Capacity: Date and Time:



Municipal Date Stamp

T2.2: LIST OF RETURNABLE DOCUMENTS

B: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1. Name of enterprise: _____

Section 2. VAT registration number, if any: _____

Section 3. CIDB registration number, if any: _____

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

Name*	Identity number*	Personal income tax number*

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

Section 5. Particulars of companies and close corporations

Company registration number: _____

Close corporation number: _____

Tax reference number: _____

Section 6. Record in the service of the state

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

- | | |
|---|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Provinces | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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

T2.2: LIST OF RETURNABLE DOCUMENTS

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

** Insert separate page if necessary.*

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

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

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

Date: _____

Name: _____

Position: _____

Enterprise name: _____

T2.2: LIST OF RETURNABLE DOCUMENTS

C: RECORD OF ADDENDUM TO TENDER DOCUMENTS

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

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

SIGNATURE: DATE

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

T2.2: LIST OF RETURNABLE DOCUMENTS

D: CERTIFICATE OF AUTHORITY

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

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

(I) CERTIFICATE FOR COMPANY

I,, chairperson of the Board of Directors of, hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr./Ms, acting in the capacity of, was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

Chairman:

As Witnesses: 1.....

2.....

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

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

NAME	ADDRESS	SIGNATURE	DATE

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

T2.2: LIST OF RETURNABLE DOCUMENTS

(III) CERTIFICATE FOR PARTNERSHIP

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

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr./Ms....., authorized signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract No.....and any contract resulting from it on our behalf.

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

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

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

T2.2: LIST OF RETURNABLE DOCUMENTS

(V) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner:

As Witnesses:

1.....

2.....

Date:

T2.2: LIST OF RETURNABLE DOCUMENTS

REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

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

T2.2: LIST OF RETURNABLE DOCUMENTS

E: PLANT AND EQUIPMENT

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

Note: Each partner to a joint Venture is to provide the information required below with respect to his company's contribution to the plant and equipment resourcing of the Joint Venture.

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

DESCRIPTION (<i>type, size, capacity etc.</i>)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

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

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

Attach additional pages if more space is required

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

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

T2.2: LIST OF RETURNABLE DOCUMENTS

F: EXPERIENCE OF TENDERER

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

A copy of the appointment letter and letter of reference for all the completed projects must be attached here by the tenderer to be eligible for quality points.

Reference letters indicating the quality of work, cash-flow and time frames must be attached.

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

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

Attach additional pages if more space is required.

SIGNATURE: DATE

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

T2.2: LIST OF RETURNABLE DOCUMENTS

G: PRESENT COMMITMENTS

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

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

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

T2.2: LIST OF RETURNABLE DOCUMENTS

H: SUBCONTRACTING AFTER AWARD OF TENDER

Awarded bidder must subcontract 20% of the contract value to SMME service providers within the project specific area.

A Service provider awarded a contract may only enter into a subcontracting arrangement with the approval of the organ state.

SIGNATURE: DATE

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

T2.2: LIST OF RETURNABLE DOCUMENTS

I: **KEY PERSONNEL**

Contractors shall enter in the table below information in respect of the key personnel who will be engaged on the project. Abbreviated Curricula Vitae, which specifically address the questions posed in the Point Scoring Check for Ability and Capability, including the relevant certificates, to support the stated information must be included in the proposal together with a copy of this form.

Designation	Name	Qualification	Years' Experience
Contract Manager			
Site Agent			
Foreman			

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

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

T2.2: LIST OF RETURNABLE DOCUMENTS

K: AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

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

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

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

*[Notes: (1) Amendments to the General and Special Conditions of Contract are not acceptable;
(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

*[Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.
(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.
(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]*

T2.2: LIST OF RETURNABLE DOCUMENTS

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

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

SIGNATURE: DATE

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

T2.2: LIST OF RETURNABLE DOCUMENTS

L: CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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

Declaration by Tenderer

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

(* = delete whatever is not applicable)

4. Details of resources I propose:

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

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

T2.2: LIST OF RETURNABLE DOCUMENTS

- (b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:
- (i) By whom will training be provided?
 - (ii) When will training be undertaken?
 - (iii) List the positions to be filled by persons to be trained or hired:
.....
.....
.....

- (c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:
- Name of proposed subcontractor:
- Qualifications or details of competency of the subcontractor:
.....
.....
.....

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHS Act 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS Act 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHS Act 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: DATE

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

T2.2: LIST OF RETURNABLE DOCUMENTS

CONTRACTOR'S SAFETY PLAN

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

T2.2: LIST OF RETURNABLE DOCUMENTS

M: PROOF OF CIDB REGISTRATION

[The Tenderer shall attach hereto Proof of Registration with CIDB].

T2.2: LIST OF RETURABLE DOCUMENTS

N: TENDERER'S FINANCIAL STANDING

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

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

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

Name of account holder:

Name of Bank: Branch:

Account number: Type of account:

Telephone number: Facsimile number:

Name of contact person (*at bank*):

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

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

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

T2.2: LIST OF RETURNABLE DOCUMENTS

O: TAX CLEARANCE CERTIFICATE

[The Tenderer shall attach hereto A VALID AND ORIGINAL TAX CLEARANCE CERTIFICATE AND COMPLIANCE PIN].

T2.2: LIST OF RETURNABLE DOCUMENTS

P: FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

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

T2.2: LIST OF RETURNABLE DOCUMENTS

Q: DECLARATION OF INTEREST (MBD 4)

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

3.2. Identity Number:.....

3.3. Position occupied in the Company (director, trustee, hareholder²):.....

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.....

.....

¹MSCM 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**

T2.2: LIST OF RETURNABLE DOCUMENTS

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

CERTIFICATION

T2.2: LIST OF RETURNABLE DOCUMENTS

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.2: LIST OF RETURNABLE DOCUMENTS

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	(20)
Company operating within the Jurisdiction Dr NDZ LM	10
Company operating within the jurisdiction of Harry Gwala District Municipality	5
Company operating within the jurisdiction of KwaZulu-Natal Province	2
Company operating outside of KwaZulu Natal Province	0
Company 100% owned by black South African	2.5
Company 60% owned by black South African women	2.5

T2.2: LIST OF RETURNABLE DOCUMENTS

Company 100% owned by black South African youth	2.5
Company 50% owned by South African with disability	2.5
Total points for Price and SPECIFIC GOALS	100
	POINTS

- 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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

T2.2: LIST OF RETURNABLE DOCUMENTS

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:

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

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.)

<p>The specific goals allocated points in terms of this tender</p>	<p>Number of points allocated (80/20 system) (To be completed by the organ of</p>	<p>Number of points claimed (80/20 system) (To be completed by the tenderer)</p>
---	--	---

T2.2: LIST OF RETURNABLE DOCUMENTS

	state)	
Company operating within the Jurisdiction Dr NDZ LM	10	
Company operating within the jurisdiction of Harry Gwala District Municipality	5	
Company operating within the jurisdiction of KwaZulu-Natal Province	2	
Company operating outside of KwaZulu Natal Province	0	
Company 100% owned by black South African	2.5	
Company 60% owned by black South African women	2.5	
Company 100% owned by black South African youth	2.5	
Company 50% owned by South African with disability	2.5	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

T2.2: LIST OF RETURNABLE DOCUMENTS

- 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:

T2.2: LIST OF RETURNABLE DOCUMENTS

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No

T2.2: LIST OF RETURNABLE DOCUMENTS

4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.2: LIST OF RETURNABLE DOCUMENTS

R: RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE

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

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

T2.2: LIST OF RETURNABLE DOCUMENTS

S: PROOF OF REGISTRATION WITH CSD

[The Tenderer shall attach hereto the Proof of Registration with CSD].

T2.2: LIST OF RETURNABLE DOCUMENTS

PROOF OF PURCHASE OF TENDER DOCUMENTS

[The Tenderer shall insert here proof of purchase of the tender documents in the form of an official receipt.]

T2.2: LIST OF RETURNABLE DOCUMENTS

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).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.

T2.2: LIST OF RETURNABLE DOCUMENTS

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

T2.2: LIST OF RETURNABLE DOCUMENTS

MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

T2.2: LIST OF RETURNABLE DOCUMENTS

MBD 9

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

T2.2: LIST OF RETURNABLE DOCUMENTS

SKILLS DEVELOPMENT LEVY CERTIFICATE

[The Tenderer's Skills Development Levy Certificate to be inserted here].

T2.2: LIST OF RETURNABLE DOCUMENTS

WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE

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

T2.2: LIST OF RETURNABLE DOCUMENTS

UNEMPLOYMENT INSURANCE FUND (UIF) REGISTRATION CERTIFICATE

[The Tenderer's Unemployment Insurance Fund (UIF) Registration Certificate to be inserted here].

T2.2: LIST OF RETURNABLE DOCUMENTS

[The Tenderer must attach hereto a letter from the bank or institution. with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee forthwith upon award of the contract to this tenderer].

T2.2: LIST OF RETURNABLE DOCUMENTS

SUPPORTING DOCUMENTS FOR CLAIMING SPECIFIC GOALS POINTS

The Tenderer must attach here to Documents as stipulated on the table below:

ITEM NO.	SPECIFIC GOAL	SUPPORTING DOCUMENT	TICK
	Company operating within the Jurisdiction Dr NDZ LM	CIPC Document reflecting NDZ company physical Address	
	Company operating within the jurisdiction of Harry Gwala District Municipality	CIPC Document reflecting Harry Gwala District Municipality company physical Address	
	Company operating within the jurisdiction of KwaZulu-Natal Province	CIPC Document reflecting KwaZulu-Natal Province company physical Address	
	Company operating outside of KwaZulu Natal Province	CIPC Document reflecting outside of KwaZulu Natal Province company physical Address	
	Company 100% owned by black South African	Summary of CSD reflecting Race and Identity document or Drivers Licence	
	Company 60% owned by black South African women	1.Summary of CSD reflecting 60% company owned by black (Women) Gender and Identity document or Drivers Licence	
	Company 100% owned by black South African youth	1.Summary of CSD reflecting 100% company owned by black (youth) Gender and Identity document or	

T2.2: LIST OF RETURNABLE DOCUMENTS

		Drivers Licence.	
	Company 50% owned by South African with disability	2.Summary of CSD reflecting 50% owned by a black South African with (Disability), a proof of medical certificate and an Identity document or Drivers Licence	

T2.2: LIST OF RETURNABLE DOCUMENTS

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

- PERFORMANCE GUARANTEE T57

- PRO FORMA NOTIFICATION FORM IN TERMS OF OHSA 1993 CONSTRUCTION
REGULATIONS 2003 T59

T2.2: LIST OF RETURNABLE DOCUMENTS

PERFORMANCE GUARANTEE

Employer: *(name and address)*

.....

.....

Contract No:

(Contract title)

WHEREAS

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

a Contract with

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

..... at

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

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

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

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

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

T2.2: LIST OF RETURABLE DOCUMENTS

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

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

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

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

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

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

Signature:

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

Address

As witnesses:

1.

2.

T2.2: LIST OF RETURNABLE DOCUMENTS

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

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

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

SIGNED BY:

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

CLIENT:..... DATE:.....