



CREIGHTON SPORTS CENTRE (PHASE 2)

Construction of Artificial Turf Grass

CONTRACT No.: PWBS- B025/22/23

(CIDB CATEGORY: 6CEPE OR HIGHER)

PROCUREMENT DOCUMENT

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

CONSULTING ENGINEERS:
Masakhukulunge Project Managers
18602, Marine Drive, Manaba
P. O Box 464
Margate
4275

Tel: (039) 833 1038

Tel: 039 312 0856

Fax: (039) 833 1179

Fax: 086 527 3071

TENDER CLOSES ON 26th September 2022 @ 12h00



**EXPANDED PUBLIC WORKS PROGRAMME
CONTRIBUTING TO A NATION AT WORK**

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DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY

CONTRACT No.: PWBS-B025/22/23

Contract period: 5 months

Construction of Artificial Turf Grass

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 compiled 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)

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY
CONTRACT No.: PWBS-B026/22/23
Construction of Creighton Sports Centre (Phase 2)

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: 5CEPE OR HIGHER

BID NOTICE: PWBS- B025/22/23

BID INVITATION

Bids are hereby invited from suitably qualified and experienced Service Providers for the Project as indicated below within Dr Nkosazana Dlamini – Zuma Municipality (KZN 436).

This bid will be evaluated in terms of the **Pre-qualification, functionality and 80/20 Preferential Procurement Point system** and the points will be allocated as follows. **80 – Price, 20 - BBBEE.**

PRE –QUALIFICATION

The Municipality will only accept the bids from bidders who have sub – contracted a minimum of 30% to an EME or QSE which is atleast 51% owned by black people who are; women or youth or with disability. List of SMME local database is available on the municipal website(www.ndz.gov.za).

COMPULSORY SITE INSPECTION

The meeting point for the Briefing will be at Dr Nkosazana Dlamini – Zuma Municipality offices in Main Street, Creighton. A representative from Dr Nkosazana Dlamini – Zuma Municipality will meet prospective Bidders to provide details of the Contract. **NB: Please be advised that only attendance register will be signed during the 1st session of briefing and Documents will be signed on site.**

PROJECT NAME	CONTRACT NO.	BRIEFING DATE AND TIME
CREIGHTON SPORTS CENTER PHASE 2 (CONSTRUCTION OF ARTIFICIAL TURF GRASS)	PWBS- B025/22/23	05 th September 2022 @10h00

DOCUMENTS

Bid documents will be available at the Creighton Office from the **31st August 2022** during office hours until the **05th September 2022** before **12h00pm**. The cost of the quotation document is **R476.00** which is non-refundable. An Electronic copy is available on our website (www.ndz.gov.za) for **FREE**.

T2.2: LIST OF RETURNABLE DOCUMENTS

THE FOLLOWING DOCUMENTS TO BE SUBMITTED WITH BID

- Valid tax clearance certificate or Tax Compliance Status PIN
- 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).
- Certified copy of B-BBEE certificate or sworn affidavit
- Certified copies of ID's.
- Form of offer fully completed
- MDB 1, 4 ,6.2, 8 ,9 and Annexures C, D & E fully completed.
- Proof of registration with CSD
- CIDB Grade 6CE 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 26th September 2022 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.

N.B: The stipulated minimum threshold for local production and content for these Bids is as follows:

Industry/sector/sub-sector	Minimum threshold for local content
• Steel value added products (Frames, goal post, Reinforcement and Steel Gate)	100%
• Cement products	100%
• PVC Product	100%
• Plastic Tanks	100%
• Pumps	70-100%
• Electricity (cables) <ul style="list-style-type: none">○ Steel poles	90% 100%
• Clothing and Textile	100%

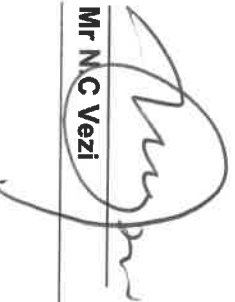
Only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

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

BID ENQUIRIES

Procedure related enquiries: Miss N. Holiwe
Technical Enquiries: Mr S. V Mngadi or Mr Z. Dlamini
Dr Nkosazana Dlamini Zuma Municipality
P O Box 62
Creighton
3263
Tel No: (039) 833 1038
Fax No.: (039) 833 1179

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-B025f22/23	CLOSING DATE:	26 th September 2022
		CLOSING TIME:	12h00
DESCRIPTION CREIGHTON SPORTS CENTER PHASE 2 (CONSTRUCTION OF ARTIFICIAL TURF GRASS)			
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 (Dr NDZ Main Offices at Main Street, Creighton 3263)			
MAIN STREET			
CREIGHTON, 3263			
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER	CODE	NUMBER	
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:	OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSES) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
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		
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	PWBS
CONTACT PERSON	Miss N Holuwe	TELEPHONE NUMBER	039 833 1039
TELEPHONE NUMBER	039 833 1039	FACSIMILE NUMBER	
FACSIMILE NUMBER	086 583 235	E-MAIL ADDRESS	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. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E- FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B.3.
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? NO <input type="checkbox"/> YES <input type="checkbox"/>
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? NO <input type="checkbox"/> YES <input type="checkbox"/>
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? NO <input type="checkbox"/> YES <input type="checkbox"/>
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? NO <input type="checkbox"/> YES <input type="checkbox"/>
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? NO <input type="checkbox"/> YES <input type="checkbox"/>
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

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.

T2.2: LIST OF RETURNABLE DOCUMENTS

F.1.5.2

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

F.2

TENDERER'S OBLIGATIONS

The Tenderer shall comply with the obligations hereafter:

F.2.1

Eligibility

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

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.

T2.2: LIST OF RETURNABLE DOCUMENTS

F.2.8	Seek clarification
	Request clarification of the tender documents, if necessary, by notifying the Employer at least five working days before the closing time for submission of tenders stated in the Tender Data.
F.2.9	Insurance Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the Conditions of Contract identified in the Contract Data. The Tenderer is advised to seek qualified advice regarding insurance.
F.2.10	Pricing the Tender Offer F.2.10.1 Include in the rates, prices, and the tendered total of the prices all duties, taxes, except value-added tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time for submission of tenders stated in the Tender Data. F.2.10.2 Show VAT payable by the Employer separately as an addition to the tendered total of the prices. F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the Conditions of Contract identified in the Contract Data. F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the Tender Data. The Conditions of Contract identified in the Contract Data may provide for part payment in other currencies.
F.2.11	Alterations to documents Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or alterations or additions necessary to correct errors made by the Tenderer. All signatories to the Tender Offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.
F.2.12	Alternative Tender Offers F.2.12.1 Submit alternative Tender Offers only if a main Tender Offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative Tender Offer is to be submitted with the main Tender Offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes. F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the Tender Data or criteria otherwise acceptable to the Employer.
F.2.13	Submitting a Tender Offer F.2.13.1 Submit a Tender Offer to provide the whole of the works, services or supply identified in the Contract Data, unless stated otherwise in the Tender Data. F.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, by writing in black ink . F.2.13.3 Submit the Tender Offer communicated on paper as an original plus the number of copies stated in the Tender Data, with an English translation of any documentation in a language other than English.

T2.2: LIST OF RETURNABLE DOCUMENTS

F.2.13.4

Sign the original (and all copies, if applicable) of the Tender Offer where required in terms of the Tender Data. The Employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatory is the lead partner whom the Employer shall hold liable for the purpose of the Tender Offer.

F.2.13.5

Seal the original (and each copy, if applicable) of the Tender Offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.

F.2.13.6

Where a two-envelope system is required in terms of the Tender Data, place and seal the returnable documents listed in the Tender Data in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address.

F.2.13.7

Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the Tender Data.

F.2.13.8

Accept that the Employer will not assume any responsibility for the misplacement of premature opening of the Tender Offer if the outer package is not sealed and marked as stated.

F.2.14

Information and data to be completed in all respects

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

F.2.15

Closing time

F.2.15.1

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

F.2.15.2

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

F.2.16

Tender Offer validity

F.2.16.1

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

F.2.16.2

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

F.2.17

Clarification of Tender Offer after submission

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

T2.2: LIST OF RETURNABLE DOCUMENTS

- F.2.18** **Provide other material**
- F.2.18.1 Provide, on request by the Employer, any other material that has a bearing on the Tender Offer, the Tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the Tender Offer as being non-responsive.
- F.2.18.2 Dispose of samples of materials, where required.
- F.2.19** **Inspections, tests and analyses**
- Provide access during working hours to premises for inspections, tests and analyses as provided for the in the Tender Data.
- F.2.20** **Submit securities, bonds, policies, etc.**
- If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the Conditions of Contract identified in the Contract Data.
- F.2.21** **Check final draft**
- Check the final draft of the contract provided by the Employer within the time available for the Employer to issue the contract.
- F.2.22** **Return of other tender documents**
- If so instructed by the Employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the Tender Data.
- F.2.23** **Certificates**
- Include in the tender submission or provide the Employer with any certificates as stated in the Tender Data.
- F.3** **EMPLOYER'S UNDERTAKINGS**
- The Employer undertakes to:*
- F.3.1** **Respond to clarification**
- Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.
- F.3.2** **Issue addenda**
- If necessary, issue addenda, which may amend or amplify the tender documents, to each Tenderer during the period from the date of the Tender Notice until 7 days before the tender closing time stated in the Tender Data. If, as a result of the issuing of addenda, a Tenderer applied for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and shall then notify all tenderers who drew documents.

T2.2: LIST OF RETURNABLE DOCUMENTS

F.3.3 Return late Tender Offers

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

F.3.4 Opening of tender submissions

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

F.3.4.2

Announce at the public meeting held immediately after the opening of tender submissions, at a venue indicated in the Tender Data, the name of each Tenderer whose Tender Offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3

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

F.3.5 Two-envelope system

F.3.5.1

Where stated in the Tender Data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of Tenderers' agents who choose to attend at the time and place stated in the Tender Data and announce the name of each Tenderer whose technical proposal is opened.

F.3.5.2

Evaluate the quality of the technical proposals offered by Tenderers, then advise Tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Tenderers who score in the quality evaluation more than the minimum number of points for quality stated in the Tender Data, and announce the score obtained for the technical proposals and the total price and any preferences claimed.

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

T2.2: LIST OF RETURNABLE DOCUMENTS

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

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

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

F.3.9 **Arithmetical errors**

1. Check responsive Tender Offers for arithmetical errors, correcting them in the following manner:

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

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

F.3.10 **Clarification of a Tender Offer**

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

F.3.11 **Evaluation of Tender Offers**

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

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

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

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

- (a) Score tender evaluation points for each Financial Offer.
- (b) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- (c) Calculate total tender evaluation points

T2.2: LIST OF RETURNABLE DOCUMENTS

- (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 not to do so.

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

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

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

F.3.11.6.1 Scoring financial offers

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

$$Nfo = W1 \times A$$

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

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

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

FORMULAE FOR THE VALUE OF A

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

T2.2: LIST OF RETURNABLE DOCUMENTS

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

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.

T2.2: LIST OF RETURNABLE DOCUMENTS

F.3.18 Provide copies of the contracts

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

T1.2.2: TENDER DATA

1. GENERAL

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

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

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

Clause No.

F.1.1 The Employer is 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

- 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 Quantities

Part 3: Scope of Work

- C3: Scope of Work

Part 4: Project Specification

Part 5: Particular Specification

Part 6: Site Information

- C6: Site information

Part 7: Annexures

- C7: Annexures
- (b) **Drawings.**

T2.2: LIST OF RETURNABLE DOCUMENTS

(c) **“General Conditions of Contract for Construction Works – 2nd Edition 2010** 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, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in the 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 : Masakhrekulunge Project Managers
Address : 18602, Marine Drive, Manaba, 4275
P.O. Box 464, Margate, 4275
Tel. : 039 312 0856
Fax : 086 527 3071
email address: admin@masakhrekulunge.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.

T2.2: LIST OF RETURNABLE DOCUMENTS

Only those Tenderers who are registered with the Construction Industry Development Board in a contractor-grading equal to a contractor grading designation **6CE 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

Not Applicable

F.2.12 Alternative tenders

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

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

- (b) Alternative designs
Where a Tenderer desires to submit alternative tender involving modifications to the design or method of construction that would alter the character of the tender, the following procedure must be observed:

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

T2.2: LIST OF RETURNABLE DOCUMENTS

- 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 of Artificial Turf Grass—Contract No.: PWBS-B025/22/23**
- 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 26th September 2022**
- Telephonic, telegraphic, telex, electronic or e-mailed tenders will not be accepted.
- F. 2.16 Tender validity**
- The Tender Offer validity period is 90 days from the closing time for submission of tenders.
- F.2.19 Inspection, tests and analysis**
- Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.
- F.2.22 Return of Tender Documents**
- Not applicable.

T2.2: LIST OF RETURNABLE DOCUMENTS

F.2.23 Certificates must be submitted with the bid

The bidder shall attach to this page the following:

COMPULSORY DOCUMENTS	TICK
a) Proof of registration with CSD- starting with (MAAA)	
b) Joint Venture Agreement (if necessary)	
c) Form of offer fully completed	
d) MBD 1,4,6,2,8, 9 and annexure C fully completed	
e) CIDB Grading Certificate: @CE or Higher	
f) The Municipality will only accept the bids from bidders who have sub – contracted a minimum of 30% to an EME or QSE which is atleast 51% owned by black people who are; women or youth or with disability. List of SMME local database is available on the municipal website(www.ndz.gov.za). (NB: Tender must include the following information for proposed Subcontractors CSD report, CIDB certificate or CIRs number and tax compliance status form.)	

NB: Failure to submit the above documents your tender will be disqualified

DOCUMENTS TO BE SUBMITTED	TICK
a) Certified 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) Certified copies of Identification documents of all members/directors of the entity	
d) Certified BBBEE verification certificate for Preferential points claim or sworn affidavit	
e) 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.	
f) annexures D & E fully completed(to be kept by service provider for 5years)	

T2.2: LIST OF RETURNABLE DOCUMENTS

g) Bidder must also submit Audited Annual Financial Statements	
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EVALUATION CRITERIA

Stage 1: Scoring quality (functionality)

Only tenderers who will achieve a score of more than 60% of the total available points will qualify for stage two of the evaluation.

The criteria to be used to evaluate the proposals for functionality (stage 1) will be as follows:

- | | | |
|---|----------|------------|
| Points | 1 | |
| 1. Relevant Experience of Enterprise | = | 35 |
| 2. Experience of Key Personnel | = | 40 |
| 3. Availability of relevant plant and equipment resources | = | 25 |
| Total | = | 100 |

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 and rehabilitation projects) or similar Civil works in the last 5 years. Bidders to submit a letter of appointment and Letter of reference.	35	Appointment letter and Letter of reference
	2 x completed Sports Field construction and rehabilitation projects) or similar Civil works in the last 5 years. Bidders to submit a letter of appointment and Letter of reference.	20	Appointment letter and Letter of reference
	1 x completed Sports Field construction and rehabilitation projects) or similar Civil works in the last 5 years. Bidders to submit a letter of appointment and Letter of reference.	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 and CV's of	National Diploma in Civil Engineering or in-Built Environment with 3 years' experience in Sports Field Construction and rehabilitation of	15	Certified copy of qualification to be attached with detailed

T2.2: LIST OF RETURNABLE DOCUMENTS

Site Agent	Sports Field and other related Civil works		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 Fields and rehabilitation of Sports Fields, Courts, and other related Civil works	15	Detailed CV to be attached with clear experience and reference
	5- 9 years of experience in Sports Fields and rehabilitation of Sports Fields, 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 Fields and rehabilitation of Sports Fields, and other related Civil works	5	Detailed CV to be attached with clear experience and reference
Availability of relevant plant and equipment (Resources)	If the bidder owns all the required construction plant and equipment for construction of Sports Field (Tipper Truck, TLB, Grader or Excavator, concrete mixture, water cart, roller). (proof of ownership e.g logbook)	25	Proof of ownership of all the required plant and Equipment, e.g Logbooks and proof of purchase
	If the bidder owns some of the plant & Equipment and will hire the other required plant & Equipment for construction of Sports Field (Tipper Truck, TLB, Grader or Excavator, concrete mixture, water cart, roller). (proof of ownership e.g logbook and pro-forma agreement with plant hire)	15	Proof of ownership of all the required plant and Equipment, e.g Logbooks and proof of purchase + Pro-forma agreement with plant hire
	If the bidder will hire all the required plant and equipment for the construction of Sports Field (Tipper Truck, TLB, Grader or Excavator, concrete mixture, water cart, roller). (pro-forma agreement with plant hire)	10	Pro-forma agreement with plant hire

T2.2: LIST OF RETURNABLE DOCUMENTS

Stage 2: Preferential 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:

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

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

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

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

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

Where:

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

W1 = 80 points for rand value less than R 50 000 000-00;

Pm = the rand value of the lowest comparative offer;

P = the rand value of the Tender Offer under consideration.

- b) Scoring Preferences

The tenderer is required to submit a BEE Verification Certificate in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 (see Returnable Schedule L). See also www.sanas.co.za for details of accredited Verification Agencies.

Up to 100 minus W1 tender evaluation points will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderers scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003) and the Regulations (2009) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).

Points awarded will be according to a tenderers B-BBEE status level of contributor and summarized in the table below:

Table F.2: Preference Points based on B-BBEE status level of contributor

Status Level of contributor	Preference Points based on scorecard (90/10 System)	Preference Points based on scorecard (80/20 System)
1	10	20
2	9	18
3	8	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant	0	0

T2.2: LIST OF RETURABLE DOCUMENTS

Contributor		
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Eligibility for preference points is subject to the following conditions:

- a) A tenderers scorecard shall be based on the Construction Sector Codes of Practice promulgated in Government Gazette 32305 of 5 June 2009; and
- b) The scorecard shall be submitted as a certificate attached to Returnable Schedule L; and
- c) The certificate shall have been issued by a registered verification agency accredited by the South African National Accreditation System (SANAS), as contemplated in the B-BBEE Framework for Accreditation and Verification by all Verification Agencies promulgated in Government Notice 810 of 31 July 2009; and
- d) The date of issue of the certificate must be less than 12 (twelve) months prior to the advertised tender closing date (see Tender Data F.2.15); and
- e) Compliance with any other information requested to be attached to Returnable Schedule L.

Total Scores for Financial and Preference

The points scored for a tenderer in respect of Price must be added to the points scored for the B-BBEE preferences. Only the tender with the highest number of points may be selected, except in those instances identified in the SCM Policy Framework of Dr Nkosazana Dlamini Zuma Municipality.

F.3.12 Acceptance of Tender Offer

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

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

T2.2: LIST OF RETURABLE DOCUMENTS
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 COMPULSORY ENTERPRISE QUESTIONNAIRE
- B RECORD OF ADDENDA TO TENDER DOCUMENTS
- C CERTIFICATE OF AUTHORITY FOR SIGNATORY
- D PLANT AND EQUIPMENT
- E EXPERIENCE OF TENDERER
- F PRESENT COMMITMENTS
- G PROPOSED SUBCONTRACTORS
- H KEY PERSONNEL
- I CURRICULUM VITAE OF KEY PERSONNEL
- J PRELIMINARY PROGRAMME
- K AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
- L CONTRACTOR'S HEALTH AND SAFETY PLAN AND DECLARATION
- M CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB
- N TAX CLEARANCE CERTIFICATE
- O TENDERER'S FINANCIAL STANDING
- P FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE
- Q DECLARATION OF INTEREST
 - PREFERENCE POINT CLAIM FORM (MBD 6.1)
- DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATION SECTION (MBD 6.2)
- DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)
- R RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE
- CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)
- S 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.

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

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T2.2: LIST OF RETURNABLE DOCUMENTS

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

T2.2: LIST OF RETURNABLE DOCUMENTS

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

* Insert separate page if necessary.

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

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

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

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 duly 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 Combating of Corrupt Activities Act of 2004;
 - iii. confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, 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

B: 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

C: CERTIFICATE OF AUTHORITY

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

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

(I) CERTIFICATE FOR COMPANY

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

Chairman:

As Witnesses: 1.....

2.....

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

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

NAME	ADDRESS	SIGNATURE	DATE

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

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

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr./Ms....., authorized signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract 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:

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Construction of ARTIFICIAL TURF GRASS

RETURNABLE DOCUMENTS

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

D: 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 (type, size, capacity etc.)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

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 (type, size, capacity etc.)	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

E: 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

F: 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

G: PROPOSED SUBCONTRACTORS (Pre-Qualification)

The tenderer must **sub-contract a minimum of 30% of the contract value** to EMES or GSEs which are at least 51% owned by black people who are: women or youth or with disability. List of SMME local database is available on the municipal website(www.ndz.gov.za). Subcontract is not limited to one service provider.

I/We hereby notify you that it is my/our intention to employ the following subcontractors for work in this contract.

If I/we am/are awarded a contract, I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with requirements of the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

NB: Tender must include the following information for proposed Subcontractors
CSD report, CIDB certificate or CIRS number and tax compliance status form

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	ESTIMATED AMOUNT TO BE SUBCONTRACTED

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

T2.2: LIST OF RETURNABLE DOCUMENTS

H: 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 Functionality, 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

I: PRELIMINARY PROGRAMME AND CONSTRUCTION METHODOLOGY

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

PROGRAMME

ACTIVITY	WEEKS / MONTHS											

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

TENDERS MUST ALSO ATTACH THEIR CONSTRUCTION METHODOLOGY TO BE ELEGIBLE TO BE AWARDED QUALITY SCORE NOT EXCEEDING A MAXIMUM OF 4 PAGES

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

T2.2: LIST OF RETURABLE DOCUMENTS

J: 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

K: 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 OHSWA 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 OHSWA 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 OHSWA 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)

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RETURNABLE DOCUMENTS

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]

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY
CONTRACT No.: PWBS- B025/22/23
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RETURNABLE DOCUMENTS

T2.2: LIST OF RETURNABLE DOCUMENTS

L: **PROOF OF CIDB REGISTRATION**

The Tenderer shall attach hereto Proof of Registration with CIDBj.

T2.2: LIST OF RETURNABLE DOCUMENTS

M: 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)

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY
CONTRACT No.: PW/BS- B025/22/23
Construction of ARTIFICIAL TURF GRASS

RETURNSABLE DOCUMENTS

T2.2: LIST OF RETURNSABLE DOCUMENTS

N: TAX CLEARANCE CERTIFICATE

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

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RETURNABLE DOCUMENTS

T2.2: LIST OF RETURNABLE DOCUMENTS

O: 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

P: 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

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and who may be involved with the evaluation and or adjudication of this bid?
 **YES / NO**

3.10.1. If yes, furnish particulars.....

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

3.11.1. If yes, furnish particulars

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

3.12.1. If yes, furnish particulars.

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

3.13.1. If yes, furnish particulars.

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

3.14.1. If yes, furnish particulars:

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

Full Name	Identity Number	State Employee Number

Signature

Date

Capacity

Name of Bidder

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Construction of ARTIFICIAL TURF GRASS

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CERTIFICATION

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

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

.....
Signature Date

.....
Position Name of Bidder

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MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 WAS AMENDED TO ALIGN WITH NEW B-BBEE CODES OF GOOD PRACTICE IN THE 2017 REGULATIONS PURCHASES

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000; and
 - the 90/10 system for requirements with a Rand value above R50 000 000.
- 1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 and therefore the 80/20 system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) Specific contract participation goals, as specified in the attached forms.
- 1.3.1 The points for this bid are allocated as follows:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

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2. GENERAL DEFINITIONS

- 2.1 **“Acceptable bid”** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.
 - 2.2 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.
 - 2.3 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
 - 2.4 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
 - 2.5 **“Contract”** means the agreement that results from the acceptance of a bid by an organ of state.
 - 2.7 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
 - 2.11 **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
 - 2.12 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
 - 2.13 **“Person”** includes reference to a juristic person.
 - 2.14 **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
 - 2.15 **“Small, Medium and Micro Enterprises (SMMEs)** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
 - 2.16 **“Sub-contracting”** means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
 - 2.17 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
 - 2.18 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 3. ADJUDICATION USING A POINT SYSTEM**
- 3.1 The bidder obtaining the highest number of points will be awarded the contract.
 - 3.2 Preference points shall be calculated after prices have been brought to a comparative basis.
 - 3.3 Points scored will be rounded off to 2 decimal places.
 - 3.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

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4. POINTS AWARDED FOR PRICE

4.1 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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Rand value of bid under consideration

P_{\min} = Rand value of lowest acceptable bid

6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.

6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.

6.4 Listed companies and tertiary institutions do not qualify for HDI preference points.

6.5 A consortium or joint venture may, based on the percentage of the contract value managed or executed by each entity, to be entitled to preference points in respect of BEE.

6.6 A person awarded a contract as a result of preference for contracting with, may not subcontract more than 25% of the value of the contract to a person who is not an BEE compliant or does not qualify for the same number or more preference for BEE.

7. BID DECLARATION

7.1 Bidders who claim points in respect of BEE must complete the Bid Declaration at the end of this form.

8. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9. COMPANY CLASSIFICATION

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

**10. MUNICIPAL INFORMATION
(DISRICT MUNICIPALITY ACCOUNT) *WATER AND SANITATION ACCOUNT**

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District Municipality where business is situated:

Registered Account No:

Stand No:

(LOCAL MUNICIPALITY ACCOUNT) *RATES, REFUSE, ELECTRICITY ACCOUNTS

Local Municipality where business is situated:

Registered Account No:

Stand No:

11 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

12 Consortium / Joint Venture

12.1 In the event that preference points are claimed for BEE members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

Name of joint venture or consortium partner (to be consistent with paragraph 9.8)	Percentage (%) of the contract value managed or executed by the Joint Venture or Consortium partner

12.2 I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the BEE status, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The BEE status claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
 - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and

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

WITNESSES:

1.
2.

..... Signature(s) of bidders

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR

T2.2: LIST OF RETURNABLE DOCUMENTS

DESIGNATED SECTORS

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

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

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286:2011 as follows:

$$LC = [(1 - x / y) * 100$$

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

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

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

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

Industry/sector/sub-sector	Minimum threshold for local content
<ul style="list-style-type: none"> • Steel value added products <ul style="list-style-type: none"> ○ Frames, ○ goal post, ○ Reinforcement ○ Steel Gate • Cement products • PVC Product • Plastic Tanks • Pumps • Electricity (cables) <ul style="list-style-type: none"> ○ Steel poles • Clothing and Textile 	<p>100%</p> <p>100%</p> <p>100%</p> <p>100%</p> <p>100%</p> <p>100%</p> <p>100%</p> <p>100%</p> <p>70-100%</p> <p>90%</p> <p>100%</p> <p>100%</p>

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

YES NO

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

NIB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thediti.gov.za/industrial_development/lip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each

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product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

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

SIGNATURE: _____

WITNESS No. 1 _____

WITNESS No. 2 _____

DATE: _____

DATE: _____

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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. wilfully 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:		

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Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	<input type="checkbox"/>	<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?	<input type="checkbox"/>	<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 CANCELLATION OF A CONTRACT, ACTION MAY BE
 TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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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.

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S: PROOF OF REGISTRATION WITH CSD

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

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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.]

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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.

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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

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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.

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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
JS9141w 4

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SKILLS DEVELOPMENT LEVY CERTIFICATE

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

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WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE

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

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UNEMPLOYMENT INSURANCE FUND (UIF) REGISTRATION CERTIFICATE

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

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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 forthwith upon award of the contract to this tenderer].

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T.2.2.2 PREFERENTIAL PROCUREMENT SCHEDULES AND AFFIDAVIT THAT WILL BE INCORPORATED INTO THE CONTRACT

PREFERENTIAL PROCUREMENT DECLARATION AFFIDAVIT

IMPORTANT NOTES:

1. *Tenderers with annual total revenue of R5 Million or less qualify as Exempted Micro Enterprises (EMEs)in terms of the Broad-Based Black Economic Empowerment Act, and must submit a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency.*
2. *Tenderers other than Exempted Micro Enterprises must submit an Original or certified copy of a Valid B-BBEE status level verification certificate substantiating their B-BBEE rating.*
3. *Submission of such certificates must comply with the requirements of instructions and guidelines issued by the National Treasury and are in accordance with notices published by the Department of Trade and Industry in the Government Gazette.*
4. *These certificates must be submitted by each Tenderer and, in the case of a Consortium or Joint Venture, by every member of the Consortium or Joint Venture. Any subcontractor(s) nominated for participation in the contract must also submit these certificates.*
5. *False documents and/or information will invalidate the tender.*
6. *The B-BBEE status level attained by the tenderer must be used to determine the number of points contemplated in the table below.*
7. *The said certificates are essential and vital for the evaluation of the tender, and failure to submit these certificates will prejudice the tender and may invalidate it at the discretion of the Employer.*
8. *The information for registration as in the possession of the DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY will apply.*
9. *It is the Tenderer's responsibility to ensure that the details as submitted to the Municipality are correct.*

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY
CONTRACT No.: PWBS- B025/22/23
Construction of ARTIFICIAL TURF GRASS

RETURNABLE DOCUMENTS

T2.2: LIST OF RETURNABLE DOCUMENTS

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

[The Tenderer shall attach hereto the Contractor's Proof of B-BBEE status level verification].

T2.2: LIST OF RETURNABLE DOCUMENTS

BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE)

BALANCED SCORECARD 2:

(80/20 PREFERENCE POINT SYSTEM)

For competitive bids/price quotations with a Rand value of up to R 50 000,000-00

Status Level of contributor	Scorecard	Preference Points based on scorecard (80/20 System)	Tick Score Claimed
1	≥ 100 points	20	
2	≥ 85 but < 100 points	18	
3	≥ 75 but < 85 points	16	
4	≥ 65 but < 75 points	12	
5	≥ 55 but < 65 points	8	
6	≥ 45 but < 55 points	6	
7	≥ 40 but < 45 points	4	
8	≥ 30 but < 40 points	2	
Non-compliant Contributor	< 30 points	0	

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 OHS&S 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 excussion 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 RETURNABLE 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

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:.....

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY
CONTRACT No.: PWBS-B025/22/23
Construction of Artificial Turf Grass (phase 2)

CONTRACT

CONTRACT

C1: AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

Offer

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

TENDER NO.:PWBS-B025/22/23: CREIGHTON SPORTS CENTER PHASE 2
CONSTRUCTION OF ARTIFICIAL TURF GRASS (PHASE 2) IN WARD 14

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

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

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

.....
..... Rand (in words); R..... (in figures)

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

For the Tender:

.....
..... Signature

.....
..... Name

.....
..... Capacity

Name and address of organization:

.....
.....
.....

Signature and name of witness:

.....
Signature

.....
Name

Date:

Acceptance

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

The terms of the contract are contained in

- Part 1 Agreement and Contract Data, (which include this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site Information

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

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

The Tender shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to the provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

For the Employer:

Signature

.....
Name

.....
Capacity

Name and address of organization:

.....
.....
.....

Signature and name of witness:

.....
Signature

.....
Name

Date:

Schedule of Deviations

Notes:

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

1. Subject:

Details:

2. Subject:

Details:

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

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

For the Tenderer:

For the Employer:

..... **Signature**

..... **Name**

..... **Capacity**

Name and address of organisation:

.....

.....

.....

..... **Witness Signature**

..... **Witness Name**

..... **Date**

CONFIRMATION OF RECEIPT

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

The (Day) Of (Month) 20..... (Year)
At (Place)

For the Contractor:

Signature

Name

Capacity

Signature and name of witness:

Signature

Name

C1.2: CONTRACT DATA

C1.2.1 Contract Data For: CONSTRUCTION OF ARTIFICIAL TURF GRASS (PHASE 2) IN WARD 14

PART 1: DATA PROVIDED BY THE EMPLOYER

C.1.2.1: CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, Second Edition 2010 (GCC 2010), published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House 1685, is applicable to this Contract and is obtainable from www.saice.org.za. Print 3.1 or later printing of GCC 2010 will pay to this contract.

C.1.2.2: CONTRACT SPECIFIC DATA

Each item of data given below is cross-reference to the clause in the Condition of Contract to which it applies.

Following contract specific data, referring to the General Conditions of Contract for Construction Works, Second Edition 2010, are applicable to this Contract:

1.1.1 Definitions

Add the following definition:

“1.1.1.35 “Schedule of Documents” means the document so designated in and forming part of the Tender Documents”

1.3.5 Contractor's Copyright

Add to Clause 1.3.5

“The Contract Specific Data, Specifications (other than Standardized Specifications), Bills of Materials and Drawing are the copyright of Masakhukulunge Project Managers.”

4.1.2 Contractor's liability for own design errors

In Clause 4.1.2, line 4, amend “any drawing” to read “any design, drawings”

4.3.1 Compliance with applicable laws

Add to the end Clause 4.3.1:

“The Contractor shall, within the time stated in the Appendix to Part 1 of the Contract Data, deliver to the Employer, for his approval, a health and safety plan as required by Regulations 4 (2) and 5 (1) of the Construction Regulations, 2003 of the Occupational Health and Safety Act.

The Employer shall approve (or disapprove) the health and safety plan within the time stated in the Appendix to Part 1 of the Contract Data from the date of receipt of the submission.

The Contractor shall, within the time stated in the Appendix to Part 1 of the Contract Data, deliver to the Employer a Mandatory Form as envisaged by section 37 (2) of the Occupation Health and Safety Act. (See Pro Forma: Agreement in terms of the Occupational Health and Safety Act bound in the Tender Documents.)”

4.3.2 Proof of good standing

Add to Clause 4.3.2:

"With regard to the Compensation for Occupational Injuries and Diseases Act (Act No.130 of 1993), the Contractor shall, within such time as is stated in the Appendix to Part 1 of the Contractor Data for the production of insurance policies in terms of Clause 8.6.6, deliver to the Employer a letter, either

(a) from his Insurance Company certifying that the Contractor has effected insurance with the Company for the full extent of his potential liability in respect of all workmen employed by him on the Contract and undertaking to notify the Employer of the expiry date of the policy at least one calendar month before such date, or

(b) from the Compensation Commissioner certifying that the Contractor has complied with the requirements of the above-mentioned Act and is at present in good standing with the Compensation Fund".

5.4.2 Access not exclusive

The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope of Works

5.12.1 Extension of time for Practical Completion

Add to Clause 5.12.1

"Should the Contractor consider that he may, during the course of the Contract, wish to invoke "abnormal climatic conditions" as a circumstance entitling him to an extension of time for the completion of the Works, he shall, before commencing any of the Permanent Work, establish an approved weather recording station with an approved observer who shall record daily the weather conditions that the Contractor may wish to invoke. The Records shall be submitted weekly to the Engineer's Representative, together with a statement recording the Contractor's opinion of the effect on his programme of any weather condition that he may consider to be abnormal."

The claim for extension of time shall be the sum of all the positive monthly totals for the Contract Period. Negative monthly totals shall be disregarded. A day shall be considered as lost when the Cluster Manager agrees that no work was done or was capable of being done on any item shown on the critical path of the current construction programme. Items which are not shown on the critical path and have been affected by rainfall will not be considered for extension of time.

MONTH	EXPECTED NUMBER OF WORKING DAYS LOST DUE TO NORMAL RAINFALL	MONTH	EXPECTED NUMBER OF WORKING DAYS LOST DUE TO NORMAL RAINFALL
January	7	July	1
February	6	August	2
March	7	September	2
April	4	October	3
May	3	November	5
June	2	December	3

5.12. Some reasons for extension of time*

Add to Clause 5.12.2.1:

"Extension of time in respect of rainfall conditions shall be calculated in accordance with the method and data given in the Scope of Work."

6.6.1 Provisional Sums

In Clause 6.6.1.2.1, the first line, after word "sum" insert ", excluding VAT", and in Clause 6.6.1.2.2, the third line, after the word "amount" insert, "excluding VAT".

6.6.2 Prime Cost Sums

In Clause 6.6.2, line 4, after the word "price", insert, "excluding VAT,"

6.9.1 Vesting Plant and Materials

Add to Clause 6.9.1:

The Contractor shall where practicable before delivery, and in any event not later than 24 hours after delivery to the Site, inform the Engineer of any materials which are not his sole property."

6.9.2 Definition of "materials"

In Clause 6.9.2, last line, amend "Works" to read "Permanent Works".

6.10.1 Interim Payments

In Clause 6.10.1.5, line 4 amend "documentary evidence" to read "a signed statement".

7.2.1 Quality of Plant, Workmanship and Materials

Add at the end of Clause 7.2.1:

Unless otherwise directed in writing by the Engineer, materials for the Permanent Works shall be new and used.

7.8.1 Making good of defects in Defects Liability Period

In Clause 7.8.1, paragraph 2, line 2, after the words "Defects Liability Period", insert "within the period specified by the Engineer", and amend "thereafter" to read "after the Defects Liability Period"

8.3.1 Excepted risks

In Clause 8.3.1.9 insert at the beginning, "Except where the Contract specifically so provides,"

8.6.1 Insurances to the effected.

Add to Clause 8.6.1.3:

"The minimum amount of insurance required in terms of this Clause, as stated in the Appendix to Part 1 of the Contract Data, shall be per event, the number of events being unlimited."

Amend Clause 8.6.1.5 to read:

"All material stored off Site, and intended for incorporation in the Permanent Works, including their delivery to the Site and off-loading on Site, to the value of such materials for which payment is made in terms of Clause 6.10.1.1 hereof."

8.6.5 Employer to approve insurance policy

Add to Clause 8.6.5 after "with held"

"The Employer shall approved (or disapprove) the terms of the insurance within the time state in the Appendix to Part 1 of the Contract Data from the date of receipt of the policies provided in terms of Clause 8.6.5."

8.6.6 Contractor to produce proof of payment

Add to Clause 8.6.6:

"The policies and the proof of payment of premiums and continuity of the policies shall be produced within such time as is stated in the Appendix to Part 1 of the Contract Data."

8.6.8 Claims arising

Add Clause 8.6.8:

"In the event of any claim arising under the policies held in terms of this Clause, the Contractor shall forthwith take all necessary steps to lodge his claim on the joint behalf of himself and the Employer, and to secure settlement of such claim, and the claim submitted by the Contractor shall cover the cost of repairing and making good as required by Clause 8.2.2.1 and 8.2.2.3."

Payment for the labour-intensive component of the works

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

Contractor's default in payment to labourers and employees:

Any dispute between the Contractor and Labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.

The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honored in time, out of any moneys due or which may become due to the Contractor under the Contract.

Applicable labour laws

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

1. Introduction

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

1.2 In this document –

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

2. Terms of Work

- 2.1 Workers on a SPWP are employed on a temporary basis.
- 2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- 2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

3. Normal Hours of Work

- 3.1 An employer may not set tasks or hours of work that require a worker to work—
 - a) more than forty hours in any week
 - b) on more than five days in any week; and
 - c) for more than eight hours on any day.
- 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4. Meal Breaks

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5. Special Conditions for Security Guards

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

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

7. Weekly Rest Period

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

8. Work on Sundays and Public Holidays

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

9. Sick Leave

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

9.11 Maternity Leave

- 9.12 A worker may take up to four consecutive months' unpaid maternity leave.
- 9.13 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 9.14 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 9.15 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 9.16 A worker may begin maternity leave –
- a) four weeks before the expected date of birth; or
 - b) on an earlier date –
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between employer and worker; or
 - c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 9.17 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 9.18 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

10. Family responsibility leave

- 10.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –
- a) when the employee's child is born;
 - b) when the employee's child is sick;
 - c) in the event of a death of –
 - (i) the employee's spouse or life partner;
 - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

11. Statement of Conditions

- 11.1 An employer must give a worker a statement containing the following details at the start of employment –
- a) the employer's name and address and the name of the SPWP;
 - b) the tasks or job that the worker is to perform; and
 - c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - d) the worker's rate of pay and how this is to be calculated;
 - e) the training that the worker will receive during the SPWP.
- 11.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 11.3 An employer must supply each worker with a copy of these conditions of employment

12. Keeping Records

- 12.1 Every employer must keep a written record of at least the following –
- a) the worker's name and position;
 - b) in the case of a task-rated worker, the number of tasks completed by the worker;
 - c) in the case of a time-rated worker, the time worked by the worker.

d) payments made to each worker.
12.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

13. Payment

13.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

13.2 A task-rated worker will only be paid for tasks that have been completed.

13.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

13.4 A time-rated worker will be paid at the end of each month.

13.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

13.6 Payment in cash or by cheque must take place –

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

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

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

13.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it

13.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

14. Deductions

14.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

14.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

14.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

14.4 An employer may not require or allow a worker to –

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

15. Health and Safety

15.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

15.2 **Provision of Hand tools.** The Contractor shall throughout the project duration, provide his/her labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions.

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

16. Compensation for Injuries and Diseases

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

17. Termination

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

18. Certificate of Service

- 18.1 On termination of employment, a worker is entitled to a certificate stating –
- a) the worker's full name;
 - b) the name and address of the employer;
 - c) the SPWP on which the worker worked;
 - d) the work performed by the worker;
 - e) any training received by the worker as part of the SPWP;
 - f) the period for which the worker worked on the SPWP;
- any other information agreed on by the employer and worker.