

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY



DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY
UNDERBERG ASPHALT SURFACING ROADS PHASE 4

SALIGNA AVENUE: WARD 3

CONTRACT N° PWBS-B023/22/23

CONTRACT DOCUMENT

COMPILED BY:

SHARDESH SEWLAL ENGINEERS
1 HUNTLEY PLACE
WESTVILLE
3630



Shardesh Sewlal
Engineers

Contact Name: Mr. S. Sewlal
Telephone: 082 3310 780
Email: shardesh.sewlal@shardesh.co.za

ON BEHALF OF

DR NKOSAZANA DLAMINI ZUMA
MUNICIPALITY
Main Street
Creighton
3263



Contact Name: Mr. S. Mingadi
Telephone: 039 833 1038
Email: mngadis@ndz.gov.za

NAME OF CONTRACTOR	
ADDRESS OF CONTRACTOR	
TELEPHONE	
CSD No.	
CONTRACT SUM	
CIDB CRS NUMBER	



EXPANDED PUBLIC WORKS PROGRAMME
CONTRIBUTING TO A NATION AT WORK

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT
SALIGNA AVENUE: WARD 3
TENDER N^o PWBS-B023/22/23

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SALIGNA AVENUE: WARD 3

TENDER N° PWBS-B023/22/23

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 five parts, namely:

- **C1: Agreements and Contract Data**
- **C2: Pricing Data;**
- **C3: Scope of Work** (specifications and project specifications);
- **C4: Site Information;**
- **C5: Annexes**

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

Note: Each tenderer must complete the summary for tender opening purposes included hereafter.

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

SALIGNA AVENUE: WARD 3

TENDER N° PWBS-B023/22/23

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:

.....

The Total Tender offered amount (as stated in the Form of Offer inclusive of Value Added Tax is):

R..... (In figures)

Amount..... in
Words.....

.....

Alternative Tender offered? (Yes / No)

If "Yes" state amount: R..... (In figures)

Amount..... in
Words.....

.....

Alternative Time for Completion offered? (Yes / No)

If "Yes", state time offered:

SIGNATURE:
(of person authorised to sign the tender)

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

SALIGNA AVENUE: WARD 3

TENDER N° PWBS-B023/22/23

PART T1: TENDERING PROCEDURES

- T1.1 Tender Notice and Invitation to Tender**
- T1.2 Standard Conditions of Tender**
- T1.3 Tender Data**

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

SALIGNA AVENUE: WARD 3

TENDER N° PWBS-B023/22/23

T1.1 : TENDER NOTICE AND INVITATION TO TENDER

1



BID NOTICE : PWBS- B023/22/23

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 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).

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
UNDERBERG ASPHALT SURFACING ROADS PHASE 4 (SALIGNA AVENUE)	PWBS- B023/22/23	02nd September 2022 @10h00

DOCUMENTS

Bid documents will be available at the Creighton Office from the **30th August 2022** during office hours until the **02nd 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**.

THE FOLLOWING DOCUMENTS ARE TO BE SUBMITTED WITH THE 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 4 CE 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 16th 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 (Reinforcement, road signs)	100%
Cement products	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. Holibe
Technical Enquiries: Mr S.V Mngadi or Mr Z. Dlamini
Dr Nkosazana Dlamini Zuma Municipality Tel No: (039) 833 1038
P O Box 62 Fax No.: (039) 833 1179
Creighton
3263


Mr N.C Zezi
MUNICIPAL MANAGER

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)			
BID NUMBER:	PWBS-B023/22/23	CLOSING DATE:	16 th September 2022
		CLOSING TIME:	12h00
DESCRIPTION UNDERBERG ASPHALT SURFACING ROADS PHASE 4 (SALIGNA AVENUE)			
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			
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	Mr S.V Mngadi
CONTACT PERSON	Miss N Holive	TELEPHONE NUMBER	039 833 1039
TELEPHONE NUMBER	039 833 1039	FACSIMILE NUMBER	
FACSIMILE NUMBER	086 583 235	E-MAIL ADDRESS	mngadis@ndz.gov.za
E-MAIL ADDRESS	holiwen@ndz.gov.za		diaminiz@ndz.gov.za

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1.	BID SUBMISSION:
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2.	TAX COMPLIANCE REQUIREMENTS
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E- FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E- FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B.3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? NO <input type="checkbox"/> YES <input type="checkbox"/>
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES <input type="checkbox"/> NO <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"/>
<p>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.</p>	

**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:

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

SALIGNA AVENUE: WARD 3

TENDER N° PWBS-B023/22/23

T1.2 : STANDARD CONDITIONS OF TENDER

Note: The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement

F.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 these conditions of tender.

F.1.3.2

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

F.1.3.3

For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4

Communication and employer's agent

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

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

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

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six (6) months unless only one tender was received, and such tender was returned unopened to the tenderer.

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.2 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 satisfy requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

- F.2.7 Clarification meeting**
Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.
- F.2.8 Seek clarification**
Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.
- F.2.9 Insurance**
Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
- F.2.10 Pricing the tender offer**
Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
- F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.**
- F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.**
- F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.**
- F.2.11 Alterations to documents**
Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.
- F.2.12 Alternative tender offers**
- F.2.12.1 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, either electronically (if they were issued in electronic format) or by writing in black ink.
- F.2.13.3** Submit the parts of 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, and the parts communicated electronically in the same format as they were issued by the employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.14** **Information and data to be completed in all respects**
- Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- F.2.15** **Closing time**
- F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall 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 these conditions of tender apply equally to the extended deadline.
- F.2.16** **Tender offer validity**
- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

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 competitive position of tenderers or substance of tender offer is sought, offered, or permitted.

Note:

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

F.2.18 Provide other material

F.2.18.1

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

F.2.18.2

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

F.2.19 Inspections, tests and analysis

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

F.2.20

Submit securities, bonds, policies, etc.

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

F.2.21

Check final draft

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

F.2.22

Return of other tender documents

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

F.2.23

Certificates

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

F.3

The Employer's Undertakings

F.3.1

Respond to clarification

Respond to a request for clarification received up to five working days before to 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 that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the tender data. If, as a result a tenderer applies for an extension to the closing time stated in the tender data, the employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, 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 record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

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

F.3.8.2

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) 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 not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

F.3.9.1 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 the bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- 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 bills of quantities apply) to achieve the tendered total of the prices.

F.3.9.2 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 F.3.9.1.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the tender data and described below:

Method 1: Financial offer	<ol style="list-style-type: none"> 1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	<ol style="list-style-type: none"> 1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend 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.
Method 3: Financial offer and quality	<ol style="list-style-type: none"> 1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points.
Method 3: (Continue)	<ol style="list-style-type: none"> 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend 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
Method 4: Financial offer, quality and preferences	<ol style="list-style-type: none"> 1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend 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.

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

F.3.11.2 Scoring financial offers

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

$$NFO = W1 \times A$$

where:

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

W₁ = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data.

A = a number calculated using either formulas 1 or 2 below as stated in the tender data.

Formula	Basis for comparison	Option 1	Option 2
1.	Highest price or discount	$1 + \left(\frac{P - P_m}{P_m} \right)$	P/P_m
2.	Lowest price or percentage commission/fee	$1 - \left(\frac{P - P_m}{P_m} \right)$	P_m/P

where:

P_m = the comparative offer of the most favourable tender offer.

P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories in accordance with the tender data and calculate total 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 and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

Accept tender offer only if the tenderer complies with the legal requirements 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. Providing 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) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16

Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

F.3.19

Delegation of Authority

The Employer may delegate any power vested in him by virtue of these Conditions to tender to an offer or employee of the Employer

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

SALIGNA AVENUE: WARD 3

TENDER N° PWBS-B023/22/23

T1.3 : TENDER DATA

GENERAL

The Conditions of Tenders applicable to this contract are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement, and as Annex A of the CIDB Standardized Construction Procurement Documents for Engineering and Construction Works (May 2010). This document is obtainable separately. Tenders shall obtain their own copies.

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.

Each item if Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Wording
F.1.1	<p>The employer is :</p> <p>Dr Nkosazana Dlamini Zuma Municipality</p> <p>Main Street Creighton 3263</p> <p>Telephone: 039 833 1038 Fax: 039 833 1179</p>
F.1.2	<p>The tender documents issued by the employer comprise:</p> <p>PART T1 : TENDERING PROCEDURES</p> <p>T1.1: Tender Notice and Invitation to Tender</p> <p>T1.2: Standard Conditions of Tender</p> <p>T1.3: Tender Data</p> <p>PART T2 : RETURNABLE DOCUMENTS</p> <p>T2.1: List of Returnable Documents</p> <p>T2.2: Returnable Documents</p> <p>PART C1 : AGREEMENTS AND CONTRACT DATA</p> <p>C1.1: Form of Offer and Acceptance</p> <p>C1.2: Confirmation of Receipt</p> <p>C1.3: Contract Data</p> <p>C1.4: Form of Guarantee (Pro Forma)</p> <p>C1.5: Adjudicator's Agreement (if applicable)</p> <p>C1.6: Health and Safety Agreement</p>

Clause	Wording
	<p>C1.7: Transfer of Rights</p> <p>C1.8: Retention Money Guarantee</p> <p>PART C2 : PRICING DATA</p> <p>C2.1: Pricing Instructions</p> <p>C2.2: Bill of Quantities</p> <p>PART C3 : SCOPE OF WORK</p> <p>C3.1 Description of the Works</p> <p>C3.2 Engineering</p> <p>C3.3 Procurement</p> <p>C3.4 Construction</p> <p>C3.5 Management</p> <p>C3.6 Particular Specifications</p> <p>PART C4 : SITE INFORMATION</p> <p>C4.1 Locality Plan</p> <p>C4.2 Site of Works and Site conditions</p> <p>C4.3 Geotechnical Report</p> <p>C4.4 Environmental</p> <p>PART C5 : Annexures</p> <p>Annexure A: Drawings</p>
F.1.4	<p>The Employer's agent is:</p> <p>Name: Shardesh Sewlal Engineers</p> <p>Contract Person: Mr Shardesh Sewlal</p> <p>Address: 1 Huntley Place, Westville, 3630</p> <p>Tel: 031 266 7299 / 082 3310 780 Fax: 086 614 8113</p> <p>E-mail: shardesh.sewlal@shardesh.co.za</p>
F1.5	<p>The Employer's right to accept or reject any tender offer</p> <p>The Employer is not obliged to accept the lowest or any tender offered.</p> <p>The Employer reserves the right to increase or decrease the scope of works to suit budgetary constraints.</p>
F.2.1	<p>Eligibility</p> <p>Only those Tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p>a) the tenderer submits an original valid Tax Clearance Certificate issued by the South African Revenue Services and a Tax Compliance Status PIN, or has made arrangements to meet outstanding tax obligations;</p> <p>b) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.4 of this procurement document;</p> <p>c) the tenderer has registered on the Central Supplier Database;</p> <p>d) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</p> <p>e) the tenderer has not:</p>

Clause	Wording
	<p>i) abused the Employer's Supply Chain Management System; or</p> <p>ii) failed to perform on any previous contract and has been given a written notice to this effect;</p> <p>f) The tenderer has completed the Declaration of Interest and the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</p> <p>g) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>h) The tenderer must submit a copy of a joint venture agreement (if applicable).</p> <p>i) The tender offer is signed by a person authorised to sign on behalf of the Tenderer;</p> <p>j) The Tenderer has completed and signed all returnable documents where relevant;</p> <p>k) Tenderers are required to submit a Bank Rating with this tender. Tenderers who receive a Bank Rating \leq E (figures considered too high) will be disqualified.</p> <p>l) Bids in excess of R20 million are required to Sub-Contract a minimum of 10% of the contract to previously disadvantaged companies, within the area of jurisdiction of the Municipality;</p> <p>m) The Tenderer has met the minimum number of evaluation points for quality.</p> <p>n) The Tenderer must confirm that he/she has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act, N° 85 of 1993, and the OSHA 1993 Construction Regulations 2003.</p> <p>Only those tenderers who are registered with the CIDB or can submit proof of application for registration prior to evaluation of Tenders, in a contractor-grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4CE class of construction work, are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. Every member of the joint venture is registered with the CIDB; 2. The lead partner has a contractor grading designation in the class of construction work; 3. The combined contractor grading designation calculated in accordance with the Construction Development Regulation is equal to or higher than a contractor grading designation determined in accordance with sum tendered for a 4CE or higher class of construction work; 4. When the JV is dissolved the lead partner will remain liable in terms of the contract including latent defects. The Lead Partner shall be nominated in the returnable document and shall at least a 4CE or higher classification. The Lead Member accepts all liability in terms of the contract and that this liability will continue for ten (10) years completion of the contract; 5. Included with their tender is a letter from each of the proposed joint members stating their undertaking that in the event of the joint venture tender being successful, the said members will enter into a joint venture agreement, which shall be based on and comply with the CIDB Sample JV agreement.

Clause	Wording
F.2.7	<p>The arrangements for a compulsory clarification meeting are:</p> <p>Location: A compulsory briefing session will be held at the offices of the Nkosazana Dlamini Zuma Municipality. The venue is situated at Main Road, Creighton 3263</p> <p>Date: 2nd September 2022.</p> <p>Starting time: 10.00</p> <p>Enquiries and confirmation of attendance at least one full working day in advance regarding the meeting and site inspection may be directed to:</p> <p>Contact Name: Mr Sharadesh Sewlal (Consultant)</p> <p>Tel: 031 266 7299 / 082 3310 780</p> <p>Fax: 086 614 8113</p>
F.2.10	<p>Pricing the Tender Offer</p> <p>(a) <u>Value Added Tax</u></p> <p>The Valued Added Tax (VAT) rate shall be 15% or as otherwise provided for by legislation.</p> <p>(b) The successful Tenderer shall be required to produce a VAT invoice that shall only be prepared once measurements and valuations for work done in terms of the contract offer have been agreed with the Employers agent and a certificate of payment issued.</p> <p>(c) Payment of VAT to non VAT vendors shall be processed from the month in which the Tenderers liability with the South African Revenue Services is effective.</p>
F.2.11	<p>A Tender offer shall not be considered if alterations have been made to the offer or contract data (unless such alterations have been duly authenticated by the Tenderer) or if any particulars required therein have not been completed in all respects.</p>
F.2.12.1	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such an alternative tender offer are:</p> <p>(a) <u>Individual items</u></p> <p>Individual items offered as alternatives to items in the Bill of Quantities will only be considered if listed and priced in Schedule 1J: <i>Amendments, Qualifications and Alternatives</i> in Part 2 of the Contract Document, accompanied by a detailed statement as necessary.</p> <p>(b) <u>Alternative designs</u></p> <p>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:</p> <p>(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;</p> <p>(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.</p> <p>(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:</p> <ul style="list-style-type: none"> • Changes in design parameters ordered by the Engineer; • Changes not arising from any failure or fault of the Contractor, but from

Clause	Wording														
	<p style="text-align: center;">modifications requested by the Engineer.</p> <p>(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.</p> <p>(v) The Tenderer will be liable for all costs necessary for the Engineer to check the alternative design offered</p>														
F.2.13.2	Tenderers to note that the returnable documents are listed in T.2 (Returnable Documents)														
F.2.13.3	<p>Tender offers shall be submitted as an original only.</p> <p>Under no circumstances whatsoever may the tender forms be retyped or redrafted.</p>														
F.2.13.5	<p>Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.</p> <p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: Dr Nkosazana Dlamini Zuma Municipality</p> <p>Physical address: Main Street Creighton 3263</p> <p>Identification details: TENDER NO: PWBS-B023/22/23</p>														
F.2.13.6	A two-envelope procedure will not be followed.														
F.2.13.7	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted														
F.2.14	The tenderer shall complete the schedule of quantities in full. Items against which no price is entered are to be considered as incomplete and will invalidate the tender. Items against which N/A or Included is entered, or are left blank, will be considered as incomplete and will invalidate the tender. Items against which NIL or zero (0) is entered are to be considered to be fully priced and the tenderer will provide the items in question as specified at zero (0) or NIL price.														
F.2.15	The closing time for submission of tender offers is: 12H00 on 16th September 2022														
F.2.16	The tender offer validity period is thirteen (13) weeks (90days) from the tenders closing date														
F.2.19	Access shall be provided for inspections, test and analysis by prior arrangement with the employer														
F.2.23	<p>The tenderer is required to submit with his tender:</p> <table border="1" data-bbox="353 435 846 1409"> <thead> <tr> <th data-bbox="801 435 846 1297">COMPULSORY DOCUMENTS</th> <th data-bbox="801 1302 846 1409">TICK</th> </tr> </thead> <tbody> <tr> <td data-bbox="768 435 801 1297">a) Proof of registration with CSD- starting with (MAAA)</td> <td data-bbox="768 1302 801 1409"></td> </tr> <tr> <td data-bbox="734 435 768 1297">b) Joint Venture Agreement (if necessary)</td> <td data-bbox="734 1302 768 1409"></td> </tr> <tr> <td data-bbox="701 435 734 1297">c) Form of offer fully completed</td> <td data-bbox="701 1302 734 1409"></td> </tr> <tr> <td data-bbox="667 435 701 1297">d) MBD 1,4,6.2,8, 9 and annexure C fully completed</td> <td data-bbox="667 1302 701 1409"></td> </tr> <tr> <td data-bbox="633 435 667 1297">e) CIDB Grading Certificate: 4CE or Higher</td> <td data-bbox="633 1302 667 1409"></td> </tr> <tr> <td data-bbox="353 435 633 1297">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 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).(NB: Tender must include the following information for proposed Subcontractors CSD report, CIDB certificate or CIRS number and tax compliance status form</td> <td data-bbox="353 1302 633 1409"></td> </tr> </tbody> </table>	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: 4CE 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 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).(NB: Tender must include the following information for proposed Subcontractors CSD report, CIDB certificate or CIRS number and tax compliance status form	
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Clause	Wording														
	<p>NB: Failure to submit the above documents your tender will be disqualified</p> <table border="1" data-bbox="660 443 1854 1407"> <thead> <tr> <th data-bbox="1818 443 1854 1295">DOCUMENTS TO BE SUBMITTED</th> <th data-bbox="1818 1295 1854 1407">TICK</th> </tr> </thead> <tbody> <tr> <td data-bbox="1774 443 1818 1295">a) Certified Copies of CK Documents / Sole proprietary</td> <td data-bbox="1774 1295 1818 1407"></td> </tr> <tr> <td data-bbox="1668 443 1774 1295">b) Valid Tax clearance certificate (with your pin number print and attach on the document Tax Clearance Certificate)</td> <td data-bbox="1668 1295 1774 1407"></td> </tr> <tr> <td data-bbox="1594 443 1668 1295">c) Certified copies of Identification documents of all members/directors of the entity</td> <td data-bbox="1594 1295 1668 1407"></td> </tr> <tr> <td data-bbox="1518 443 1594 1295">d) Certified BBBEE verification certificate for Preferential points claim or sworn affidavit</td> <td data-bbox="1518 1295 1594 1407"></td> </tr> <tr> <td data-bbox="1198 443 1518 1295">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.</td> <td data-bbox="1198 1295 1518 1407"></td> </tr> <tr> <td data-bbox="660 443 1198 1295">f) annexures D & E fully completed(to be kept by service provider for 5years)</td> <td data-bbox="660 1295 1198 1407"></td> </tr> </tbody> </table>	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)	
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F.3.2	Change "seven days" to "seven working days".														
F.3.4	<p>The time and location for opening of the tender offers are: Time 12H00 on 16th September 2022. At the offices of the Dr Nkosazana Dlamini Zuma Municipality, Creighton</p>														

Clause	Wording		
F.3.11	<p>The procedure for the evaluation of responsive tenders is Method 4 (Functionality, Price and Preferences) using the 80/20 Preferential Point System:</p> <p>Stage 1: Scoring Quality (Functionality)</p> <p>Only tenderers who will achieve a score of more than 60% of the total available points will qualify for stage two of the evaluation.</p> <p>The criteria to be used to evaluate the proposals for the functionality stage will be as follows:</p> <p>Points</p> <ol style="list-style-type: none"> 1. Relevant Experience of Enterprise = 35 2. Experience of Key Personnel = 40 3. Availability of relevant plant and equipment = 25 <p>Total Points = 100</p>		
Key Aspect of Criterion	Basis for Points Allocation	Max Points	Verification Method
Relevant Experience of the Contractor in Road Construction	3 x Completed Road Upgrading Projects in the last 5 years. Bidders to submit letter of appointment and letter of reference.	35	<ul style="list-style-type: none"> • Appointment Letter and. • Letter of Reference
	2 x Completed Road Upgrading Projects in the last 5 years. Bidders to submit letter of appointment and letter of reference.	20	<ul style="list-style-type: none"> • Appointment Letter and. • Letter of Reference
	1 x Completed Road Upgrading Projects in the last 5 years. Bidders to submit letter of appointment and letter of reference.	10	<ul style="list-style-type: none"> • Appointment Letter and. • Letter of Reference
Qualifications and CV's of Contract Manager	National Diploma in Civil Engineering or Project Management with 3 years' experience in Road Upgrading Projects	10	Certified copy of qualification to be attached with detailed CV
	National Diploma in Civil Engineering or Project Management with 2 years' experience in Road Upgrading Projects	7	Certified copy of qualification to be attached with detailed CV
	National Diploma in Civil Engineering or Project Management with 1 years' experience in Road Upgrading Projects	5	Certified copy of qualification to be attached with detailed CV
Qualifications and CV's of Site Agent	National Diploma or N3 in Civil Engineering with 3 years' experience in Road Upgrading Projects	15	Certified copy of qualification to be attached with detailed CV
	National Diploma or N3 in Civil Engineering with 2 years' experience in Road Upgrading Projects	10	Certified copy of qualification to be attached with detailed CV
	National Diploma or N3 in Civil Engineering with 1 years' experience in Road Upgrading Projects	5	Certified copy of qualification to be attached with

Clause		Wording		
Qualifications and CV's of Site Foreman	Upgrading Projects 10 or more years of experience in Road Upgrading Projects	15	detailed CV Detailed CV to be attached with clear experience and reference	
	6 -9 years of experience in Road Upgrading Projects	10	Detailed CV to be attached with clear experience and reference	
	1 -5 years of experience in Road Upgrading Projects	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 constructing the Asphalt Road (Tipper Truck, TLB, Grader or Excavator, Concrete mixer, Water cart, Roller. (Supply Proof of ownership e.g. logbook)	25	Proof of ownership of all the required plant and equipment, e.g. logbooks and proof of purchase + Pro-forma Agreement with Plant Hire Company	
Availability of relevant plant and equipment (Resources) If the Bidder owns some of the required construction plant and equipment and will hire the other required plant and equipment for constructing the Asphalt Road (Tipper Truck, TLB, Grader or Excavator, Concrete Mixer, Water cart, Roller. (Supply Proof of ownership e.g. logbook and pro-forma agreement with plant hire company)	20	Proof of ownership of all the required plant and equipment, e.g. logbooks and proof of purchase + Pro-forma Agreement with Plant Hire Company		
	If the will hire all the required construction plant and equipment for constructing the Asphalt Road (Tipper Truck, TLB, Grader or Excavator, Concrete Mixer, Water cart, Roller. (Pro-forma Agreement with Plant Hire)	15	Pro-forma Agreement with Plant Hire	
Only Bidders who achieve 60% the total available will qualify for the next stage of evaluation.				
Stage 2: Points and Preferential Points				
Points for price will be evaluated as per the following formula:				
$Ps = 80x (1 - \frac{Pt - Pmin}{Pmin})$				
Where Ps = Points scored for price of tender under consideration Pt = Rand Value of tender under consideration Pmin = Rand value of lowest acceptable tender				
<u>The 20 points of the Scoring System</u>				

Clause	Wording																				
	<p data-bbox="1933 408 1966 707">Determination of Scores</p> <p data-bbox="1872 408 1933 1493">The allocation of preferential points is based on the B-BBEE Level of Contribution as given in the respective current and valid B-BBEE Certificate:</p> <p data-bbox="1816 408 1850 807">Preferential Points System – 80/20</p> <table border="1" data-bbox="1451 347 1816 1262"> <thead> <tr> <th data-bbox="1753 347 1816 900">B-BBEE Contribution Level of Contributor</th> <th data-bbox="1727 900 1816 1262">No. Of Points as per Score Card</th> </tr> </thead> <tbody> <tr><td data-bbox="1704 347 1727 900">1</td><td data-bbox="1704 900 1727 1262">20</td></tr> <tr><td data-bbox="1682 347 1704 900">2</td><td data-bbox="1682 900 1704 1262">18</td></tr> <tr><td data-bbox="1659 347 1682 900">3</td><td data-bbox="1659 900 1682 1262">14</td></tr> <tr><td data-bbox="1637 347 1659 900">4</td><td data-bbox="1637 900 1659 1262">12</td></tr> <tr><td data-bbox="1615 347 1637 900">5</td><td data-bbox="1615 900 1637 1262">8</td></tr> <tr><td data-bbox="1592 347 1615 900">6</td><td data-bbox="1592 900 1615 1262">6</td></tr> <tr><td data-bbox="1570 347 1592 900">7</td><td data-bbox="1570 900 1592 1262">4</td></tr> <tr><td data-bbox="1547 347 1570 900">8</td><td data-bbox="1547 900 1570 1262">2</td></tr> <tr><td data-bbox="1451 347 1547 900">Non – Compliant Contributor</td><td data-bbox="1451 900 1547 1262">0</td></tr> </tbody> </table>	B-BBEE Contribution Level of Contributor	No. Of Points as per Score Card	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non – Compliant Contributor	0
B-BBEE Contribution Level of Contributor	No. Of Points as per Score Card																				
1	20																				
2	18																				
3	14																				
4	12																				
5	8																				
6	6																				
7	4																				
8	2																				
Non – Compliant Contributor	0																				

Clause	Wording
F3.13	<p>Acceptance of Tender Offer</p> <p>Tender Offers will only be accepted if in addition to the conditions listed in the Standard Conditions of Tender, the Tenderer is judged to be Eligible in terms of Clause F2.1 as well as the items listed below.</p> <p>If the tendered value exceeds R10 million (VAT included), bidders are required to furnish–</p> <ol style="list-style-type: none"> i. if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements – <ul style="list-style-type: none"> • for the past three years; or • since their establishment if established during the past three years; ii. a certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days; iii. particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract iv. a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic; and v. Republic; and vi. Stipulate that disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law. <p>During the evaluation of a service provider, the Bid evaluation committee will assess whether the service provider is currently rendering services to the municipality:</p> <ol style="list-style-type: none"> i. If the service provider is currently rendering services to the municipality with a stage of completion less than 50% and ii. The service providers' performance is not in line with the project performance milestones, then the service provider should be disqualified from further evaluation, and should be placed on hold.
F3.18	<p>The number of paper copies of the signed contract to be provided by the Employer is one original plus one original duplicate.</p> <p>The additional conditions of tender are as follows:</p> <p>The BBBEE Certificate from an accredited organisation will be used to award preference points.</p>
F.3.19	<p>Appeal Process</p> <p>In terms of Regulation 49 of the Public Supply Chain Management Regulations persons aggrieved by decisions or actions taken by Dr Nkosazana Dlamini Zuma Municipality, may lodge an appeal within 14 days of the decision or action, in writing to Dr Nkosazana Dlamini Zuma Municipality.</p>

Clause	Wording
	<p>Tenderers are advised that the following is the appeal process and in dealing with these appeals the Chief Executive shall follow the following procedure:</p> <ol style="list-style-type: none"> (1) The appeal (clearly setting out the reasons for the appeal) and queries with regard decision of award are to be directed to the office of the Attention: The Manager: Supply Chain Management, Dr Nkosazana Dlamini Zuma Municipality, P.O Box 62, Creighton, 3263 (2) A copy of the appeal will be forwarded to the Chairperson of the Bid Adjudication Committee who must provide a response in writing within seven days. (3) In the event that there are allegations made against third parties, they will also be given an opportunity to respond to the allegations within seven days. (4) These responses will then be sent to the Appellant for a reply within five days. (5) The appeal will be considered on these written submissions, unless the appeal authority is of the view that there is a need for oral submissions, in which case, the Appellant will be notified of the date, place and time of such hearing. (6) The Appeal Authority will consider the appeal and may confirm, vary or revoke the decision of the Committee, but no such variation or revocation of a decision may detract from any rights that may have accrued as a result of the decision. (7) The Appeal Authority must commence with the appeal within six (6) weeks and decide the appeal within a reasonable period.
<p>F.3.20</p>	<p>Prohibition of Awards to Persons in the Service of the State</p> <p>Regulation 44 of the Supply Chain Management Regulations states that the Public Entity may not make any award to a person:-</p> <ol style="list-style-type: none"> (a) Who is in the Service of the State (b) If that person is not a natural person, of which any Director, Manager, principal, Shareholder or Stakeholder is a person in the service of the State; or who is an Advisor or Consultant contracted with the public entity.

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

SALIGNA AVENUE: WARD 3

TENDER N° PWBS-B023/22/23

PART T2 : RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

SALIGNA AVENUE: WARD 3

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T2.1 : LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnables are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

1. **RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)**
 - T2 – 3 Schedule : 1A Certificate of Attendance at Clarification Meeting
 - T2 – 4 Schedule : 1B Authority of Signatory*
 - T2 – 8 Schedule : 1C Proof of Purchase of Tender Document
 - T2 – 9 Schedule : 1D Certificate of Authority for Joint Ventures
 - T2 – 10 Schedule : 1E Key Personnel Schedule
 - T2 – 14 Schedule : 1F Schedule of Plant and Equipment available for the Contract
 - T2 – 15 Schedule : 1G Schedule of Similar Work Undertaken by the Tenderer
 - T2 – 16 Schedule : 1H Estimated Monthly Cash-flow
 - T2 – 17 Schedule : 1I Schedule of Proposed Subcontractors
 - T2 – 18 Schedule : 1J Proposed Amendments and Qualifications
 - T2 – 19 Schedule : 1K Declaration of Interest (MBD 4)
 - T2 – 22 Schedule : 1L Preferential points (MBD 6.1)
 - T2 – 24 Schedule : 1M Declaration Certificate for Local Production and Content (MBD 6.2)
 - T2 – 27 Schedule : 1N Tenderer's Financial Standing
 - T2 – 28 Schedule : 1O Municipal Account
 - T2 – 29 Schedule : 1P Declaration of Bidder's Past Supply Chain Management Practices (MBD 8)
 - T2 – 31 Schedule : 1Q Certificate of Independent Bid Determination (MBD 9)
 - T2 – 34 Schedule : 1R Compulsory Enterprise Questionnaire
 - T2 – 36 Schedule : 1S Current Commitments
 - T2 – 37 Schedule : 1T Certificate For Municipal Services

2. **OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (append to schedule in document)**
 - T2 – 38 Schedule : 2A Details if Registration With CIDB
 - T2 – 39 Schedule : 2B Certified copy of Company registration (CK Document/ Sole Proprietary)
 - T2 – 40 Schedule : 2C Certified copies of Identification documents of all members/ directors of entity
 - T2 – 41 Schedule : 2D Valid Tax Clearance Certificate and Tax Compliance Status PIN
 - T2 – 44 Schedule : 2E Joint Venture Agreement, if applicable
 - T2 – 45 Schedule : 2F Proof of registration with Central Suppliers Data Base (CSD)
 - T2 – 46 Schedule : 2G Letter of Good Standing from workman compensation
 - T2 – 48 Schedule : 2I Certified copy of latest Municipal Accounts statement
 - T2 – 50 Schedule : 2K Certified copy of B-BBEE Certificate or sworn affidavit

3. **RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)**
 - T2 – 51 Schedule : 3A Record of Addenda to Tender Documents*
 - T2 – 52 Schedule : 3B Contractors Health and Safety Declaration
 - T2 – 54 Schedule : 3C Declaration Concerning Fulfillment of the Construction Regulations, 2003

4. **OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT**
(Included hereafter for completion)
- C1-1 C1.1 The Offer portion of the Form of Offer and Acceptance*
 - C1-4 C1.2 Confirmation of Receipt
 - C1-5 C1.3 Contract Data (Parts 1 and 2)*
 - C1-12 C1.4 Form of Guarantee (Pro Forma)
 - C1-14 C1.5 Adjudicator's Agreement
 - C1-16 C1.6 Safety Agreement (Pro Forma)
 - C1-18 C1.7 Transfer of Rights
 - C1-20 C1.8 Retention Money Guarantee
 - C2-3 C2.2 Bill of Quantities

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TENDER N° PWBS-B023/22/23

SCHEDULE 1A: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

..... (Tenderer)

Of.....(Address)

.....

was represented by the person(s) named below at the compulsory meeting held for all tenderers at

..... (location) on(date), starting at

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

Particulars of person(s) attending the meeting:

Name Signature

Capacity

Name Signature

Capacity

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

Name Signature

Capacity Date& Time

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TENDER N° PWBS-B023/22/23

SCHEDULE 1B: AUTHORITY OF SIGNATORY

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 and attach any supporting documentation to the relevant schedule.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. 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 authorized to sign all documents in connection with this tender and any contract resulting from it on behalf of the company

As witnesses:

1. Signature : Sole owner:
2. Date :

Tenderers must attach a copy of the Resolution of the Board - refer to Schedule 2.....

B. CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key-partners in the business trading as hereby authorize Mr/Ms acting in the capacity ofto sign all documents in connection with this tender 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 who rests the direction of the affairs of the Partnership as a whole.

C. 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 this tender 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 & CAPACITY
Lead partner		

D. CERTIFICATE FOR SOLE PROPRIETOR

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

As witnesses:

- Signature : Sole owner :
- Date :

E. CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as hereby authorize Mr/Ms acting in the capacity of to sign all documents in connection with this tender 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 who rests the direction of the affairs of the Partnership as a whole.

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

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

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (date) _____ (place) on _____

Resolved that:

1. The Enterprise submit a Bid/Tender, in consortia/joint venture with the following enterprise.

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortia/joint venture)

To the Employer and for the work explained in the Scope of Work.

2. Tender No: _____ (Tender Number as per Tender Document)

Mr/Mrs/Miss/Ms*: _____
in his/her* capacity as: _____ (position in the Enterprise)

and who will sign as follows: _____

be, and us hereby, authorised to sign a consortium/joint venture agreement with the parties listed under Item 1 above, and any and all other documents and/or correspondence in connection with the relating to the consortium/joint venture, in respect of the project described under Item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under Item 1 above for the due fulfillment of the obligations of the joint venture/consortium deriving from, and in any way connected with, the Contract to be entered into with the Employer in respect of the project described under Item 1 above.

The Enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture/consortium agreement and the Contract with the Employer in respect of the project under Item 1 above.

Physical Address: _____

Postal address: _____

Telephone: _____

Fax: _____

Email: _____

	NAME	Enterprise	Capacity	Signature
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				

Note:

1. * Delete which is not applicable
1. This resolution must be signed by all the Directors/Members/Partners of the Budding Enterprise
2. Should the number of Directors/Member's/Partners exceed the space available above, additional names and signature must be added on a separate page.

Signed:

.....

As Witnesses:

1.....

2.....

Date:

.....

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

SALIGNA AVENUE: WARD 3

TENDER N° PWBS-B023/22/23

SCHEDULE 1C: PROOF OF PURCHASE OF TENDER DOCUMENTS

The Tenderer must insert here proof of purchase of the tender documents in the form of an official receipt or other acceptable form of proof.

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SALIGNA AVENUE: WARD 3

TENDER N° PWBS-B023/22/23

SCHEDULE 1D: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms
, authorised signatory of the company, close corporation or partnership
, acting in the capacity of lead partner, to sign all documents in
 connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM Lead partner	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature Name Designation
		Signature Name Designation
		Signature Name Designation

NOTE: A copy of the Joint Venture Agreement showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

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SCHEDULE 1E: KEY PERSONNEL

The Tenderer 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			

The Tenderer shall attach hereto the *curricula vitae*, in the form included hereafter, of at least the project manager, site agent and foreman. The information is necessary for evaluation of the tender.

SIGNATURE: DATE:

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

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**SCHEDULE 1F : SCHEDULE OF PLANT AND EQUIPMENT
AVAILABLE FOR THE CONTRACT**

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

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

Quantity	Description, Size, Capacity, etc

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 acceptable.

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

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SCHEDULE 1H: ESTIMATED MONTHLY CASH-FLOW

The Tenderer shall state below the estimated value of work to be completed every month, based on his preliminary programme and his tendered unit rates.

The amounts for Contingencies and Contract Price Adjustment must not be included. The Tenderer must make note of any cash-flow restrictions.

MONTH	VALUE
1	
2	
3	
4	
5	
6	
TOTAL	

Signed

Date

Name

Position

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

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SCHEDULE 11: SCHEDULE OF PROPOSED SUBCONTRACTORS (pre-qualification)

The tenderer must sub-contract a minimum of 30% of the contract value to EMEs or QSEs 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 CIR5 number and tax compliance status form

No	Name and Address of Proposed Subcontractor	Nature and Extent of Work	ESTIMATED AMOUNT TO BE SUBCONTRACTED
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Signed

Date

Name

Position

Tenderer

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

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SCHEDULE 1J: PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or Item	Proposal

Signed Date

Name Position

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

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TENDER N° PWBS-B023/22/23

SCHEDULE 1K: DECLARATION OF INTEREST

MBD 4

DECLARATION OF INTEREST

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:.....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

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

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

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

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

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

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

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

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
3.9.1 If yes, furnish particulars.....

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

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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TENDER N° PWBS-B023/22/23

SCHEDULE 1L: PREFERENTIAL POINTS

**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**

1

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.

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.

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

- Ps = Points scored for price of bid under consideration
- Pt = Rand value of bid under consideration
- Pmin = 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
(DISCRICIT MUNICIPALITY ACCOUNT) *WATER AND SANITATION ACCOUNT**

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
 - (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:

- 3.
- 4.

.....
 Signature(s) of bidders

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

SALIGNA AVENUE: WARD 3

TENDER N° PWBS-B023/22/23

SCHEDULE 1M: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

MBD 6.2

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:
$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where
x imported content
y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

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

2. Definitions

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
L23.04 – Concrete (Cement)	100%
L23.08 – Concrete (Cement)	100%
L23.12 – Reinforcing: Mesh wire (Steel)	100%
B 35 – Portland (Cement)	100%
LB 56 – Road Signs (Steel)	100%
Clothing and Textile	100%

4. Does any portion of the services, works or goods offered have any imported content? **YES / NO**

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

IN RESPECT OF BID No.
ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

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

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

(a) The facts contained herein are within my own personal knowledge.
(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

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

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

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

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____
WITNESS No. 1 _____ **DATE:** _____
WITNESS No. 2 _____ **DATE:** _____

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

SALIGNA AVENUE: WARD 3

TENDER N° PWBS-B023/22/23

SCHEDULE 1N: TENDERER'S FINANCIAL STANDING

In terms 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 MIG PROJECT

SALIGNA AVENUE: WARD 3

TENDER N° PWBS-B023/22/23

SCHEDULE 10: MUNICIPAL ACCOUNT

MUNICIPAL ACCOUNT/RATES SETTLEMENT

BIDDERS WITHIN DR NKOSAZANA DLAMINI ZUMA MUNICIPAL AREA

I hereby confirm that my municipal rates are up to date or paid in full. See statement attached

NAME OF BIDDER: _____

DATE : ____/____/2022

I here confirm that my municipal rates are not up to date. I therefore grant DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY the right to deduct an amount equivalent to my outstanding rates.

NAME OF BIDDER: _____

DATE : ____/____/2022

BIDDERS OUTSIDE DR NKOSAZANA DLAMINI ZUMA MUNICIPAL AREA

This serve to confirm that my rates with _____ municipality are up to date and have attached my municipal rates account as proof.

NAME OF BIDDER: _____

DATE : ____/____/2022

This serve to confirm that my municipal rates with _____ municipality are not up to date.

I have made arrangement to settle this account by _____ **(ATTACH LETTER OF ARRANGEMENT AS PROOF)**

I intend to settle my account in full within ten (10) working days should I be favoured by DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY as a preferred bidder.

NAME OF BIDDER: _____

DATE : ____/____/2022

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

SALIGNA AVENUE: WARD 3

TENDER N° PWBS-B023/22/23

SCHEDULE 1P: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	<i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i> 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:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM 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

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

SALIGNA AVENUE: WARD 3

TENDER N° PWBS-B023/22/23

SCHEDULE 1Q: CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD 9

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;

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

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

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

.....

Signature Date

.....

Position Name of Bidder

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

SALIGNA AVENUE: WARD 3

TENDER N° PWBS-B023/22/23

SCHEDULE 1R: 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 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of 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 Province | <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: (insert separate page if necessary)

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

* 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 a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

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

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

* Insert separate page if necessary

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

- i) authorizes 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 person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- 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 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;
- 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.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

* The schedule should be used where tenders are subject to the local Government: Municipal Finance Management Act

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

SALIGNA AVENUE: WARD 3

TENDER N° PWBS-B023/22/23

SCHEDULE 1T: CERTIFICATE FOR MUNICIPAL SERVICES

Information required in terms of the Dr Nkosazan Dlamini Zuma Municipality's Supply Chain Management Policy. Latest municipal services account statement must be attached.

Tender Number: _____

Name of the Tenderer: _____

FURTHER DETAILS OF THE BIDDERS: Proprietor / Director(s) / Partners, etc:

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, _____, the undersigned, (full name in block letters) certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

Signature _____

THIS DONE AND SIGNED for and on behalf of the Bidder / Contractor at _____ on the _____ day of _____ 2014

Please note:
Even if the requested information if not applicable to the Bidder, the table above should be endorsed NOT APPLICABLE and THIS DECLARATION MUST STILL BE SIGNED.

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

SALIGNA AVENUE: WARD 3

TENDER N° PWBS-B023/22/23

SCHEDULE 2A: DETAILS IF REGISTRATION WITH CIDB

The tenderer must attach to this page a certified copy of the certificate of contractor registration of his/her company, close corporation or partnership issued by die CIDB. In the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

DETAILS OF REGISTRATION WITH CIDB

PRIMARY CONTRACTOR OR LEAD JOINT VENTURE PARTNER (WHERE APPLICABLE)

Contractors Name:

Contractors CIDB Registration Number:

Contractors CIDB Registration Classifications:

SUB-CONTRACTOR OR JOINT VENTURE PARTNER 1 (WHERE APPLICABLE)

Contractors Name:

Contractors CIDB Registration Number:

Contractors CIDB Registration Classifications:

SUB-CONTRACTOR OR JOINT VENTURE PARTNER 2 (WHERE APPLICABLE)

Contractors Name:

Contractors CIDB Registration Number:

Contractors CIDB Registration Classifications:

Note: This information will be checked on the CIDB Website

Signature Date

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

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SALIGNA AVENUE: WARD 3

TENDER N° PWBS-B023/22/23

SCHEDULE 2B: CERTIFIED COPY OF COMPANY REGISTRATION (CK DOCUMENT/ SOLE PROPRIETARY)

The Tenderer must attach to this page proof of Company Registration.

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SALIGNA AVENUE: WARD 3

TENDER N° PWBS-B023/22/23

**SCHEDULE 2C: CERTIFIED COPIES OF IDENTIFICATION DOCUMENTS OF ALL MEMBERS/
DIRECTORS OF ENTITY**

THE CERTIFIED COPIES OF ID MUST BE INSERTED HERE.

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SALIGNA AVENUE: WARD 3

TENDER N° PWBS-B023/22/23

SCHEDULE 2D: VALID TAX CLEARANCE CERTIFICATE AND TAX COMPLIANCE STATUS PIN

IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:
“Tax clearance certificate
16. No contract may be awarded to a person who has failed to submit and original Tax Clearance Certificate from the South African Revenue Service (SARS) certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS
2. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the tenderer in every detail and submitted to SARS** where the tenderer is registered for income tax purpose. SARS will then furnish the tenderer with a **Tax Clearance Certificate that will be valid for one year from date of issue, unless otherwise indicated on the certificate issued by SARS. This Tax Clearance Certificate must be submitted in the original as in integral part of the tender.**
Each party to a Consortium / Joint Venture / Sub-contractors must complete a separate Tax Clearance Certificate
Failure to submit an original and valid Tax Clearance Certificate will invalidate the tender.
3. An **example** of the Application of Tax Clearance Certificate which Tenderers may use to apply for the Tax Clearance Certificate is included hereafter and is available at any SARS office.
4. In terms of Treasury’s practice note SCM-13 of 2017 –
If the Employer is already in possession of a tenderers original tax clearance certificate that has been submitted with a previous tender, then a new original tax clearance certificate is not required, provided that the closing date for this tender falls within the expiry date of that certificate. In this instance, the tenderer is to attach copy of that certificate, together with details of that name and closing date of the tender which it was submitted.

TAX CLEARANCE CERTIFICATE AND TAX COMPLIANCE STATUS PIN

The Tenderer must attach to this page an original and valid tax clearance certificate and tax compliance status PIN

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SCHEDULE 2E: JOINT VENTURE AGREEMENT, IF APPLICABLE

The Tenderer must attach to this page a joint venture agreement, if applicable.

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SALIGNA AVENUE: WARD 3

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**SCHEDULE 2F: PROOF OF REGISTRATION WITH CENTRAL SUPPLIERS DATA BASE
(CSD)**

The Tenderer must attach hereto proof of registration with CSD

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

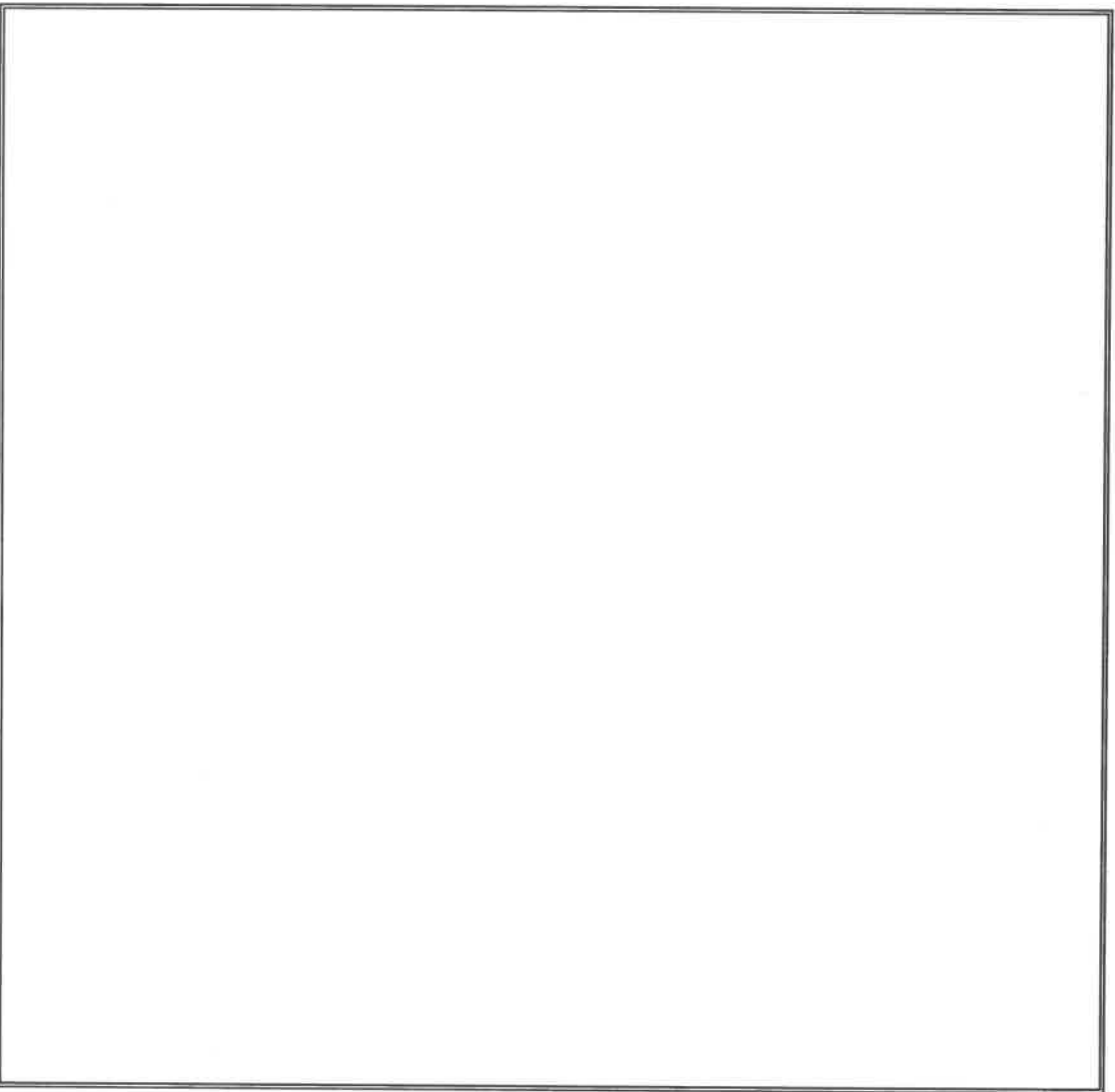
SALIGNA AVENUE: WARD 3

TENDER N° PWBS-B023/22/23

SCHEDULE 2G: LETTER OF GOOD STANDING FROM WORKMAN'S COMPENSATION

Attach an original (or certified copy) of the Workman's Compensation Letter of Good Standing to this page. When applicable the option to submit an original or certified copy of the letter from the Agent authorized by Workmen's Compensation Commissioner will be accepted.

NOTE: Failure to do so will lead to your tender being disqualified.



Signature of Tenderer: Date:

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

SALIGNA AVENUE: WARD 3

TENDER N° PWBS-B023/22/23

SCHEDULE 21: CERTIFIED COPY OF LATEST MUNICIPAL ACCOUNTS STATEMENT

The Tenderer must attach a certified copy of latest Municipal accounts statement

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TENDER N° PWBS-B023/22/23

SCHEDULE 2K: Certified Certificate B-BBEE STATUS LEVEL

B-BBEE CERTIFICATE

[The Tenderer must attach hereto his valid B-BBEE Certificate]

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

SALIGNA AVENUE: WARD 3

TENDER N° PWBS-B023/22/23

SCHEDULE 3A: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

SALIGNA AVENUE: WARD 3

TENDER N° PWBS-B023/22/23

SCHEDULE 3B: CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of regulation 4(4) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

(Tick)

YES	
NO	

2. Indicate which approach shall be employed to achieve compliance with the Regulations.
(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - Specify:	
.....	
.....	
.....	
.....	
.....	
.....	

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

4. Provide details of proposed training (if any) that will be undergone:

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

5. List potential key risks identified and measures for addressing risks:

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

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period

(Tick)

YES	<input type="checkbox"/>
NO	<input type="checkbox"/>

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1. ID NO:

(Name in Print):.....

2. ID NO:

(Name in Print):

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

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SCHEDULE 3C: FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2003

In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfillment of all the applicable requirements of the Act and the Regulations.

5. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

YES	<input type="checkbox"/>
NO	<input type="checkbox"/>

6. Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	<input type="checkbox"/>
Own resources, still to be hired and/or trained (until competency is achieved)	<input type="checkbox"/>
Specialist subcontract resources (competent) - specify:	
.....	
.....	
.....	

7. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

.....

.....

.....

8. Provide details of proposed training (if any) that will be undergone:

.....

.....

.....

9. Potential key risks identified and measures for addressing risks:

.....

.....

.....

10. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfillment of the Regulations for the duration of the construction and defects repair period.

(Tick)

YES	<input type="checkbox"/>
NO	<input type="checkbox"/>

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

- 1 ID NO:
- 2 ID NO:

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

SALIGNA AVENUE: WARD 3

TENDER N° PWBS-B023/22/23

PART C1 : AGREEMENT AND CONTRACT DATA

- C1.1 Form of Offer and Acceptance**
- C1.2 Confirmation of Receipt**
- C1.2 Contract Data**
- C1.3 Form of Guarantee (Pro Forma as per specific contract)**
- C1.4 Adjudicator's Agreement**
- C1.5 Health and Safety Agreement**
- C1.6 Transfer of Rights**
- C1.7 Retention Money Guarantee**

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SALIGNA AVENUE: WARD 3

TENDER N° PWBS-B023/22/23

C1.1 : FORM OF OFFER AND ACCEPTANCE

1. OFFER

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

TENDER NO. _____

The tenderer, identified in the offer signature block, 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 authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

Amount 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 terms of the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

for the Tenderer
(Name and address of organization)

Name and signature
of witness

Date

[Failure of a Tenderer to sign this form will invalidate the tender]

2. ACCEPTANCE

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

The terms of the contract are contained in

Part C1 : Agreements and contract data (which includes this agreement)

Part C2 : Pricing data

Part C3 : Scope of work

Part C4 : Site Information

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

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

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the 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 (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

Signature(s) Name(s).....

Capacity

for the **Employer** (Name and address of organization)
Name and signature of witness..... Date.....

¹ As an alternative the following wording may be used :

Notwithstanding anything contained herein, this agreement comes into effect two (2) working days after the submission by the Employer of one fully completed original copy of this document, including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery / door-to-door delivery / courier service (delete that which is not applicable), provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven (7) working days of the date of such submission 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.

3. SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the employer before 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, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract.

1. Subject
Details

2. Subject
Details

3. Subject
Details

4. Subject
Details

5. Subject
Details

By the duly authorized 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 changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

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C1.2 : 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.....

Date

Clause	Description
	<p>Contractor's default in Payment to Labourers and Employees:</p> <p>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 honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.</p> <p>Provision of Hand tools:</p> <p>The Contractor shall throughout the project duration, provide his 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"</p>
5.3	<p>The Contractor shall commence executing the Works within 14 days of after the Employer has informed the Contractor <i>in writing</i> that his tender has been accepted.</p> <p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (Refer to Clause 4.3) • A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3). • Proof, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993 (Refer to Clause 4.3). • Initial programme (Refer to Clause 5.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6)
5.3.2	<p>The time to submit the documentation required before commencement with Works execution is 14 days.</p>
5.4.2	<p>The access and possession of Site shall not be exclusive to the Contractor but shall be as set out elsewhere in the Contract.</p>
5.5.1	<p>The Works shall be completed within 4 months.</p>
5.6.1	<p>The Contractor shall deliver his programme of work within 7 days of after the Employer has informed the Contractor <i>in writing</i> that his tender has been accepted.</p>
5.8.1	<p>The non-working Days are Saturday and Sundays</p> <p>The special non-working Days are:</p> <ul style="list-style-type: none"> - Statutory public holidays; and - All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors (SAFCEC), and which commence after the Commencement Date and which commence before the Due Completion Date.
5.13.1	<p>The penalty for failing to complete the Works is R5 000 per day of the contract value per Calendar date</p> <ul style="list-style-type: none"> • Removal of plant from site without engineers written consent – R 2 000 per calendar day. • Late payment of local labour by 30 days from date of payment – R 2 000 per calendar day <p>The Contractor shall be liable to the Engineer for a sum of R2000 as a penalty for every working day that the engineer is employed on this project between due completion date and practical completion</p>
5.16.3	<p>The latent defect period is 10 years, commencing on the Day after the date of certification of Practical Completion</p>
6.2	<p>The Guarantee shall be delivered within 14 days after the Employer has informed the</p>

Clause	Description
6.5.1.2.3	<p>Contractor <i>in writing</i> that his tender has been accepted. The Form of Acceptance will however not be signed by the Employer before the receipt of a guarantee acceptable to the Employer. Deed of Guarantee is applicable to this contract.</p> <p>The Form of Guarantee is to contain the wording of the document included in C1.4.</p> <p>The liability of the Guarantee shall be for 7.5% of the Tender Price (Inclusive of Vat) up to the issue of the certificate of completion.</p> <p>The percentage allowance to cover overhead charges for work executed on a day-work basis is :</p> <ul style="list-style-type: none"> • 60% of the gross remuneration of workmen and foremen actually engaged in the daywork; • 15% on the net cost of materials actually used <p>No allowance will be made for work done, or for materials and equipment for which daywork rates have been quoted at tender stage.</p> <p>No escalation shall be applied for this Contract</p>
6.8.2	<p>No escalation shall be applied for this Contract</p>
6.8.3	<p>Price adjustments for variations in the costs of special materials are NOT allowed. Refer Contract Data (Part 2).</p>
6.10.1.5	<p>The percentage advance on materials not yet built into the Permanent Works is 80%.</p>
6.10.3	<p>The percentage retention on the amounts due to the Contractor is 10%.</p>
6.10.3	<p>There is no limit to the retention.</p>
7.8.1	<p>The Defects Liability Period is 12 months measured from the date of the Certificate of Completion.</p>
8.6.1	<p>Insurance to be effected by Contractor</p>
8.6.1.3	<p>A Coupon Policy for Special Risks Insurance issued by the SASRIA is required.</p>
8.6.1.3	<p>The limit of indemnity for liability insurance is as per schedule below for any single liability claim. Liability insurance shall include spread of fire risk.</p>
	<p>Contract Price..... The Amount of First Loss</p> <p>Not exceeding R100 000-00..... R 5 000-00</p> <p>Exceeding R100 000-01 but not exceeding R500 000-00.....R10 000-00</p> <p>Exceeding R500 000-01 but not exceeding R1 000 000-00R20 000-00</p> <p>Exceeding R1 000 000-01 but not exceeding R2 000 000-00 R30 000-00</p> <p>Exceeding R2 000 000-01 but not exceeding R4 000 000-00 R40 000-00</p> <p>Exceeding R4 000 000-01R50 000-00</p>
	<p>The insurance policy shall contain a specific provision whereby cancellation of the policy prior to the end of the period referred to in Sub-Clause 38(1)(a)(i) cannot take place without prior approval of the Employer.</p> <p>Furthermore, the insurance cover effected by the Contractor shall meet the following requirements:</p> <p>(a) Third party Insurance (Public Liability)</p> <p>i) Minimum amount of any one occurrence, unlimited as to the number of occurrences for the period of the contract,</p>

Clause	Description
	<p>inclusive of the maintenance period..... R1 000 000</p> <p>ii) Consequential loss to be covered by the policy..... Yes</p> <p>iii) Liability section of the policy to be extended to cover blasting..... Yes</p> <p>iv) Maximum excess per claim or series of claims arising out of any one occurrence..... R20 000</p> <p>(b) Principal's own surrounding Property Insurance</p> <p>i) Minimum amount for any one occurrence unlimited as to the number of occurrences against any claim for damage which may occur to the Council's own surrounding property..... R500 000</p> <p>ii) Maximum first excess..... R10 000</p> <p>(c) Insurance of Materials Supplied by Council The approximated current value of materials (including VAT) to be supplied to the Contractor by the Council..... R Nil</p> <p>(d) Insurance of Works</p> <p>i) Cover Required: Contract Price</p> <p>ii) Maximum excess required R 25 000</p> <p>iii) Minimum amount for additional removal of debris (no damage)..... R Nil</p> <p>iv) Minimum amount for temporary storage of materials off site, excluding Contractor's own premises..... R Nil</p> <p>v) Minimum amount for transit of materials to site..... R Nil</p> <p>vi) SASRIA (Riot) Certificate to be issued in joint names of Council and Contractor for the full value of the works (including VAT). Yes</p>
8.6.4	Delete Clause 8.6.4
8.6.5	The insurance referred to in Clause 35.1 is to be effected with a company registered in South Africa

Clause	Description
Additional Conditions of Contract	<p>EXTENSION OF TIME FOR ABNORMAL RAINFALL</p> <p>Extensions of time in respect of Clause 42 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:</p> $V = (N_w - N_n) + \left(\frac{R_w - R_n}{X} \right)$ <p>Where:</p> <p>V = Extension of time in calendar days in respect of the calendar month under consideration.</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.</p> <p>Nn = Average number of days in the relevant calendar month , as derived from existing rainfall records, as stated in the Site Information, on which a rainfall of 20 mm or more has been recorded for the calendar month.</p> <p>Rw = Actual average rainfall in mm recorded for the calendar month under consideration.</p> <p>Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.</p> <p>The rainfall records applicable in respect of this Contract are those recorded at Underberg and shall be those used for calculating the extension of the Time for Completion on account of abnormal rainfall. The following values of N_n and R_n are to apply:</p>

Clause	Description																																										
	<p data-bbox="1825 416 1854 496">If V is</p> <table border="1" data-bbox="1435 507 1937 1380"> <thead> <tr> <th data-bbox="1877 528 1910 624">MONTH</th> <th data-bbox="1854 927 1910 1007">N_n (days)</th> <th data-bbox="1854 1230 1910 1294">R_n (mm)</th> </tr> </thead> <tbody> <tr> <td data-bbox="1816 568 1845 663">January</td> <td data-bbox="1816 951 1845 975">4</td> <td data-bbox="1816 1238 1845 1302">132.8</td> </tr> <tr> <td data-bbox="1783 568 1812 671">February</td> <td data-bbox="1783 951 1812 975">3</td> <td data-bbox="1783 1238 1812 1294">98.5</td> </tr> <tr> <td data-bbox="1749 568 1778 639">March</td> <td data-bbox="1749 951 1778 975">3</td> <td data-bbox="1749 1238 1778 1294">92.1</td> </tr> <tr> <td data-bbox="1715 568 1744 624">April</td> <td data-bbox="1715 951 1744 975">1</td> <td data-bbox="1715 1238 1744 1294">43.5</td> </tr> <tr> <td data-bbox="1682 568 1711 608">May</td> <td data-bbox="1682 951 1711 975">1</td> <td data-bbox="1682 1238 1711 1294">24.1</td> </tr> <tr> <td data-bbox="1648 568 1677 608">June</td> <td data-bbox="1648 951 1677 975">0</td> <td data-bbox="1648 1238 1677 1294">11.2</td> </tr> <tr> <td data-bbox="1615 568 1644 608">July</td> <td data-bbox="1615 951 1644 975">1</td> <td data-bbox="1615 1238 1644 1294">20.9</td> </tr> <tr> <td data-bbox="1581 568 1610 647">August</td> <td data-bbox="1581 951 1610 975">1</td> <td data-bbox="1581 1238 1610 1294">28.6</td> </tr> <tr> <td data-bbox="1547 568 1576 687">September</td> <td data-bbox="1547 951 1576 975">2</td> <td data-bbox="1547 1238 1576 1294">54.1</td> </tr> <tr> <td data-bbox="1514 568 1543 647">October</td> <td data-bbox="1514 951 1543 975">3</td> <td data-bbox="1514 1238 1543 1294">91.5</td> </tr> <tr> <td data-bbox="1480 568 1509 679">November</td> <td data-bbox="1480 951 1509 975">3</td> <td data-bbox="1480 1238 1509 1302">107.6</td> </tr> <tr> <td data-bbox="1447 568 1476 679">December</td> <td data-bbox="1447 951 1476 975">3</td> <td data-bbox="1447 1238 1476 1302">114.5</td> </tr> <tr> <td data-bbox="1413 568 1442 711">TOTAL</td> <td data-bbox="1413 951 1442 975">25</td> <td data-bbox="1413 1238 1442 1302">819.4</td> </tr> </tbody> </table> <p data-bbox="1391 408 1442 1414">negative and its absolute value exceeds N_n, then V shall be taken as equal to minus N_n.</p> <p data-bbox="1308 408 1391 1477">The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall.</p> <p data-bbox="1247 408 1294 1469">Extensions of time for part of a month shall be calculated using pro rata values of N_n and R_n.</p> <p data-bbox="1180 408 1247 1477">This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.</p> <p data-bbox="1032 408 1180 1477">The factor $(N_w - N_n)$ shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor $(R_w - R_n)$ shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.</p> <p data-bbox="920 408 1021 1469">For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.</p>	MONTH	N_n (days)	R_n (mm)	January	4	132.8	February	3	98.5	March	3	92.1	April	1	43.5	May	1	24.1	June	0	11.2	July	1	20.9	August	1	28.6	September	2	54.1	October	3	91.5	November	3	107.6	December	3	114.5	TOTAL	25	819.4
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DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY MIG PROJECT

SALIGNA AVENUE: WARD 3

TENDER N° PWBS-B023/22/23

C1.3 : CONTRACT DATA (PART 2)

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	Description												
1.1.8	The name of the Contractor is <i>[Enter the Legal name of the Contractor.]</i>												
1.2.2	The Contractor's address for receipt of communications and notices is : Telephone: Facsimile: E-mail : Address (Postal) : Address (Physical) :												
6.3	Selection of Sub Contractors The Tenderer shall list below the Subcontractors whom he intends to appoint in respect of the various specialist items of work to be done or goods supplied on this contract. Acceptance of this tender shall not be construed as approval of all or any of the listed specialist Subcontractors. Should any of or all of the specialist Subcontractors not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a Subcontractor not listed below being approved by the Employer. Schedule of Specialist Subcontractors Specialised Item Name and Details of Specialist Subcontractors												
6.3	The variation in cost of special materials is : <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 60%;">Type of Material</th> <th style="text-align: center; width: 20%;">Unit</th> <th style="text-align: right; width: 20%;">Rate or Price</th> </tr> </thead> <tbody> <tr> <td>.....</td> <td style="text-align: center;">.....</td> <td style="text-align: right;">.....</td> </tr> <tr> <td>.....</td> <td style="text-align: center;">.....</td> <td style="text-align: right;">.....</td> </tr> <tr> <td>.....</td> <td style="text-align: center;">.....</td> <td style="text-align: right;">.....</td> </tr> </tbody> </table>	Type of Material	Unit	Rate or Price
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Signed on behalf of Tenderer: