





**DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY**

**CONSTRUCTION OF DR NKOSAZANA DLAMINI ZUMA EMERGENCY SERVICES CENTRE (Re-Advert)  
CONTRACT No. PWBS-B003/21/22**

**CIDB CONTRACTOR GRADING  
6 GB OR HIGHER**

<p>COMPILED BY:</p>  <p><b>FMA ENGINEERS (PTY) LTD</b> 18 YORK ROAD GILLITTS 3610</p> <p>Tel N°: +27 31 764 2763 Fax N°: +27 86 542 4084 Email: admin@fmaengineers.co.za</p>	<p>ON BEHALF OF:</p>  <p><b>DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY</b> P O BOX 62 CREIGHTON 3263</p> <p>Tel N°: +27 39 833 1038 Fax N°: +27 39 833 1179 Email: mngadis@ndz.gov.za</p>
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NAME OF TENDERER	
ADDRESS OF TENDERER	
TELEPHONE	
FAX	
TENDER SUM	

**TENDER CLOSING DATE: 13<sup>th</sup> September 2021 AT 12H00**



**EXPANDED PUBLIC WORKS PROGRAMME**  
Creating opportunities towards human fulfillment

**CONSTRUCTION OF DR NKOSAZANA DLAMINI ZUMA EMERGENCY SERVICES  
CENTRE**

**CONTRACT: PWBS-B003/21/22**

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## (Re-Advert) BID NOTICE

### 1. BID INVITATION

Bids are hereby invited from suitably qualified and experienced for **Construction of Dr Nkosazana Dlamini Zuma Municipality Emergency Services Centre** within Dr Nkosazana Dlamini – Zuma Municipality (KZN 436).

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

### COMPULSORY SITE BRIEFING

**NB: There is a compulsory virtual briefing session on the date and time is indicated on the table below, link will be made available on the date of briefing from 08:h00 on our municipal website ([www.ndz.gov.za/open-tenders-2021-2022](http://www.ndz.gov.za/open-tenders-2021-2022)). All companies must login with company name.**

### 2. DOCUMENTS

Bid Documents will be made available at Creighton Offices from **13<sup>th</sup> August 2021** during office hours until **the 31 August 2021 at 16:30**. The cost of bid document will be **R454-00 per document** which is non-refundable. An Electronic copy is available on our website ([www.ndz.gov.za](http://www.ndz.gov.za)) for **FREE**.

PROJECT NAME	Contract No.	CIDB Grading	Compulsory Briefing Date and time	Closing Date and time
CONSTRUCTION OF DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY EMERGENCY SERVICES CENTRE	(Re-advert) PWBS- :B003/21/22	6GB and Higher	31 August 2021 @ 10h00	21 <sup>th</sup> September 2021 @ 12h00

### 3. THE FOLLOWING ARE MANDATORY

- 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 / Certified 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 grading level 6GB or Higher
- Submit audited annual financial statements for the past three years or confirmation letter if the company is not required by law to prepare audited annual financial statements.

#### 4. BID ENQUIRIES

N.B: All enquiries must be in writing and be directed to the following emails:

[mngadis@ndz.gov.za](mailto:mngadis@ndz.gov.za)

[holiwen@ndz.gov.za](mailto:holiwen@ndz.gov.za)

[dlaminiz@ndz.gov.za](mailto:dlaminiz@ndz.gov.za)

- Procedure related enquires: Miss N. Holiwe
- Technical Enquiries: Mr S.V Mngadi/ Mr Z. Dlamini

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

P O Box 62

Fax No.: (039) 833 1179

Creighton

3263

**NB: The offers must remain valid for 90 days from the closing date for submission of bids**

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

Industry/sector/sub-sector	Minimum threshold for local content
Reinforced steel bars	100%
Wire products	100%
Welded Mesh	100%
Bricks Reinforcement	100%
Roof sheeting	100%
Galvanized Steel Grid	100%
Galvanized Steel Braces	100%
Galvanized steel purlins and fittings	100%
Galvanized Brackets	100%
Galvanized Hoop Iron Cramps	100%
Stainless Steel Hinges	100%
Chromadek Roller	100%
Steel Ridge Claping	100%
Aluminium Window Frames	100%
Aluminium Door Frames	100%
PVC Pipes	100%
HDPE pipes class 12	100%
Reinforced steel bars	100%
Wire products	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.**

Dr Nkosazana Dlamini Zuma Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or any part of the Bid.

#### 5. CLOSING DATE

Bids must be enclosed in **SEALED ENVELOPES** and addressed to the Municipal Manager, Dr Nkosazana Dlamini Zuma Municipality with the following information clearly marked on the outside of each envelope:

  
Mr N.C Vezi  
MUNICIPAL MANAGER

**ENTERED 20 AUG 2021**

## INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)**

BID NUMBER:	<b>PWBS – B003/21/22</b>	CLOSING DATE:	<b>21 September 2021</b>	CLOSING TIME:	<b>12:00</b>
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DESCRIPTION	<b>CONSTRUCTION OF DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY EMERGENCY SERVICES CENTRE (Re-advert)</b>
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**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX  
SITUATED AT (STREET ADDRESS)

**MAIN STREET**

**CREIGHTON, 3263**

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (TICK APPLICABLE BOX)	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No			<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]**

<p><b>1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b></p> <p style="text-align: center;"><input type="checkbox"/> Yes                      <input type="checkbox"/> No</p> <p style="text-align: center;">[IF YES ENCLOSE PROOF]</p>	<p><b>2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b></p> <p style="text-align: center;"><input type="checkbox"/> Yes                      <input type="checkbox"/> No</p> <p style="text-align: center;">[IF YES, ANSWER PART B:3 ]</p>
<p><b>3. TOTAL NUMBER OF ITEMS OFFERED</b></p>	<p><b>4. TOTAL BID PRICE</b></p> <p style="text-align: right;">R</p>
<p><b>5. SIGNATURE OF BIDDER</b></p> <p>.....</p>	<p><b>6. DATE</b></p>
<p><b>7. CAPACITY UNDER WHICH THIS BID IS SIGNED</b></p>	

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>	<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>
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DEPARTMENT	BTO	CONTACT PERSON	PWBS
CONTACT PERSON	Miss N Holiwe	TELEPHONE NUMBER	039 833 1039
TELEPHONE NUMBER	039 833 1039	FACSIMILE NUMBER	
FACSIMILE NUMBER	086 583 235	E-MAIL ADDRESS	dlaminiz@ndz.gov.za
E-MAIL ADDRESS	holiwen@ndz.gov.za		mngadis@ndz.gov.za

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE</b>
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.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? NO <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/></span>
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES <input type="checkbox"/> NO <span style="float: right;"><input type="checkbox"/></span>
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? NO <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/></span>
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? NO <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/></span>
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? NO <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/></span>
<p><b>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.</b></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: .....

# THE TENDER

T1: TENDERING PROCEDURES

T2: RETURNABLE DOCUMENTS

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	<b>PAGE NO.</b>
T1: TENDERING PROCEDURES .....	TP. 3
T1.1: TENDER NOTICE AND INVITATION TO TENDER .....	TP. 3
T1.2: TENDER DATA .....	TP. 4



## **T1: TENDERING PROCEDURES**

### **T1.1: TENDER NOTICE AND INVITATION TO TENDER**

## T1.2: TENDER DATA

### T1.2.1 Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in of Board Notice 136 of 2016 in Government Gazette No 38960 of 10 July 2016, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see [www.cidb.org.za](http://www.cidb.org.za)). Annexure F and Table G1 of that notice are deliberately not reproduced in this document; tenderers may review the standard on the CIDB website.

### T1.2.2 Variations to the Standard Conditions of Tender

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall take precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender shall apply to this tender.

Please note that the word "Client" is used in this document and referred to as "Employer" in the Standard Conditions of Tender document.

Clause Number	Description
<b>F.1</b>	<b>General</b>
F.1.1	Actions
	<i>Add the following to the end of Clause F.1.1:</i>  The Employer is Dr Nkosazana Dlamini Zuma Local Municipality, represented by <b>Mr S.V Mngandi</b>
<b>F.1.2</b>	<b>Tender Documents</b>
	<i>Add the following to the end of Clause F.1.2:</i>  The tender documents issued by the employer comprise the following:  Not issued to Tenderer's, but available from the Master Builders Association, The South Institute of Architects, the Government printers, the Construction Industry Development Board, and the Employer, as applicable: <ol style="list-style-type: none"> <li>1. CIDB, "The Standard for Uniformity in Construction Procurement Annex F, Standard Conditions of Tender", Board Notice 136 of 2016 of Government Gazette 38960 of 10 July 2016.</li> <li>2. JBCC SERIES 2000 "Joint Building Contract Agreement", Fifth Edition 5.0: Code 2101 – July 2007 published by the Joint Building Contracts Committee.</li> <li>3. Standard Preambles for Trades (PW 371 -A &amp; PW 371 – B) and Supplementary Preambles as published by the Department of Public Works for government projects.</li> <li>4. The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).</li> <li>5. The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (June 2011).</li> </ol> <p><b>THE TENDER</b></p>

	<p><b>Part 1: Tendering Procedures</b> T1.1 to T1.3</p> <p><b>Part 2: Returnable Documents</b> T2.1: to T2.2</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract Data</b> C1.1 to C1.7</p> <p><b>Part C2: Pricing data</b> C2.1 to C2.2</p> <p><b>Part C3: Scope of work</b> C3.1 to C3.4</p> <p><b>Part 4: Site information</b> C4.1 to C4.2</p>												
<b>F.1.4</b>	<b>Communication and the Employer's Agent</b>												
	<p><i>Add the following to the end of Clause F.1.4:</i></p> <p>Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employers Agent in writing to tenderers will be regarded as amending the Tender Documents.</p> <table border="0" data-bbox="245 1182 1495 1503"> <tr> <td>The Employer's Agent is:</td> <td>FMA ENGINEERS (PTY) LTD</td> </tr> <tr> <td>Address:</td> <td>18 York Road GILLITTS 3610</td> </tr> <tr> <td>Tel N°:</td> <td>+27 (31) 764 2763</td> </tr> <tr> <td>Fax N°:</td> <td>+27 (86) 542 4084</td> </tr> <tr> <td>Contact Person</td> <td>Hlosokuhle Fuyana</td> </tr> <tr> <td>Email:</td> <td>admin@fmaengineers.co.za</td> </tr> </table>	The Employer's Agent is:	FMA ENGINEERS (PTY) LTD	Address:	18 York Road GILLITTS 3610	Tel N°:	+27 (31) 764 2763	Fax N°:	+27 (86) 542 4084	Contact Person	Hlosokuhle Fuyana	Email:	admin@fmaengineers.co.za
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Fax N°:	+27 (86) 542 4084												
Contact Person	Hlosokuhle Fuyana												
Email:	admin@fmaengineers.co.za												
<b>F.2</b>	<b>Tenderer's Obligations</b>												
<b>F.2.1</b>	<b>Eligibility</b>												
<b>F.2.1.1</b>	<p><i>Add the following to the end of Clause F.2.1:</i></p> <p><b>A. Construction Industry Development Board (CIDB) Registration</b></p> <p>1. Only those tenderers who are registered (as "Active") with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, but not less than 4GB class of construction work, are eligible to submit a tender offer.</p> <p><b>B. Joint Ventures are eligible to submit a tender offer provided that:</b></p>												

1. Every member of the joint venture is registered (as "Active") with the CIDB (at the time of tender closing)
2. The lead partner has a contractor grading designation in the GB class of construction work and has a grading designation of not lower than one level below the required grading designation;
3. The value of work to be undertaken by each partner must be within their CIDB grading limit.
4. The combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations (2016) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a GB class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations:

Designation	Deemed to satisfy joint venture arrangements
3	Three contractors registered in contractor grading designation 2
4	Three contractors registered in contractor grading designation 3
5	Two contractors registered in contractor grading designation 4 One contractor registered in contractor grading designation 4 and two registered in contractor grading designation 3
6	Two contractors registered in contractor grading designation 5 One contractor registered in contractor grading designation 5 and two registered in contractor grading designation 4
7	Two contractors registered in contractor grading designation 6 One contractor registered in contractor grading designation 6 and two registered in contractor grading designation 5
8	Three contractors registered in contractor grading designation 7
9	Three contractors registered in contractor grading designation 8

5. Tenders submitted by joint ventures of two or more firms must be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defines precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.
6. The Tenderer, if a Joint Venture, must submit a signed JV Agreement with the tender specific to the tendered Contract and showing clearly the percentage contribution of each partner to the Joint Venture. The value of work to be undertaken by each partner must be within their CIDB grading limit.

### C. National Treasury Central Supplier Database Registration

Only Tenderers who are to be registered on the National Treasury Central Supplier (CSD) Database and have provided proof of their registration will be eligible to submit a tender offer. Proof of registration must be in the form of the Tenderers CSD registration number. Tenderers who are not registered are not precluded from submitting bids, but must be registered prior to Contract Award.

In the case of Joint Venture partnerships this requirement will apply individually to each party to the Joint Venture.

Tenderers who wish to register as service providers on the CSD can register online at <https://secure.csd.gov.za/Account/Register>.

### D. Attendance of Compulsory Site Briefing

Only Tenderers who have attended the compulsory site briefing and have Form A3 "Clarification Meeting Certificate" signed by the Employers agent or his representative will be eligible to submit a tender offer.

### E. Time for Completion of the Contract

	<p>The time for completion of the contract is stated in the Contract Data.</p> <p><b>F. Tenderer's Tax Clearance Certificate</b></p> <p>Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and must submit/append documentary evidence/proof in the form of a valid Tax Clearance PIN Number and/or a valid Tax Number issued by SARS. Failure to provide a valid Tax Clearance PIN number and/or Tax Number will result in the tender being rejected.</p> <p>Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance PIN Number and/or Tax Number.</p>																				
<p>F.2.1.3</p>	<p>Only those tenderers who can demonstrate that they will have in their employ, management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders.</p> <p><b>Tender Qualification: Labour Intensive Contracts</b></p> <p>To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria:</p> <ol style="list-style-type: none"> <li>Having participated in and graduated with fully satisfactory results from the relevant national qualification framework training organized under EPWP (or other similar project) and applying trained supervisory staff on a full-time basis for the execution of the works. LIC NQF Level 5.</li> <li>Liquid assets/or credit facilities covering the expected expenditures for two full work months</li> <li>Proposals for timely acquisition (own, lease, hire, etc.) of the essential minimum equipment</li> <li>The contractor will carry out the works using labour based work methods as described in the Special Conditions of Contract</li> </ol> <p>The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement. The contractor shall ensure that the minimum supervisor to worker ratio of 1:15 for effective supervision of Labour intensive works for all LI activities.</p>																				
<p>F.2.1.4</p>	<p><b>Schedule of Labour Content</b></p> <p>The minimum Labour Content for this Project shall be ..... % calculated as the amount spend on labour wage divided by the total value of the project. The minimum job creation targets on the project shall be:</p> <table border="1" data-bbox="252 1384 1460 1585"> <thead> <tr> <th></th> <th>Total</th> <th>Women</th> <th>Youth</th> <th>Disabled</th> </tr> </thead> <tbody> <tr> <td>Work Opportunities</td> <td>8</td> <td>5</td> <td>3</td> <td></td> </tr> <tr> <td>Person Days</td> <td>9,600</td> <td>6,000</td> <td>3,600</td> <td></td> </tr> <tr> <td>Training Days</td> <td>5</td> <td>3</td> <td>2</td> <td></td> </tr> </tbody> </table>		Total	Women	Youth	Disabled	Work Opportunities	8	5	3		Person Days	9,600	6,000	3,600		Training Days	5	3	2	
	Total	Women	Youth	Disabled																	
Work Opportunities	8	5	3																		
Person Days	9,600	6,000	3,600																		
Training Days	5	3	2																		
<p>F.2.7</p>	<p><b>Clarification Meeting</b></p>																				
	<p><i>Add the following to the end of Clause F.2.7:</i></p> <p>The arrangement for a compulsory clarification meeting is as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers should be represented at the clarification meeting by a person or persons who are suitably qualified and experienced.</p>																				
<p>F.2.10.3</p>	<p><b>Pricing the Tender Offer</b></p>																				

	<p><i>Delete the contents of Clause F.2.10.3 and replace with the following:</i></p> <p>This tender is NOT subject to Contract Price Adjustment.</p>
<b>F.2.12</b>	<b>Alternative Tender Offers</b>
	<p><i>Delete the contents of Clause F.2.12 and replace with the following:</i></p> <p>No alternative offers will be accepted. This includes offering fixed rates in lieu of Contract Price Adjustment.</p>
<b>F.2.13</b>	<b>Submitting a tender offer</b>
	<p><i>Delete the contents of Clause F.2.13.2 and replace with the following:</i></p> <p>“Return all returnable documents to the Employer after completing them in their entirety. Notwithstanding the format in which the tender documents are issued to Tenderers, no electronic form of tender offers will be accepted.</p> <p>Where additional supporting documentation is provided or required in terms of the Returnable Schedules listed in T2.1: List of Returnable Schedules, this shall be placed in a file labelled “Supporting Documentation”, and further labelled in accordance with F2.13.5 of T1.2: Tender Data. The file shall be provided with a Table of Contents matching the relevant items for T2.1 and shall be provided with labelled dividers for each of the corresponding sections wherein the supporting documentation shall be inserted. Failure to comply with these requirements may result in the tender being declared non-responsive.</p> <p>Notwithstanding any statement in any of the Returnable Schedules listed in T2.1 to the effect that supporting documentation must be attached to the associated Returnable Schedule, the supporting documentation must be placed in the supporting documentation files as stipulated above. The Schedule of Quantities must be fully and correctly filled in in by hand in black ink.”</p>
	<p><i>Add the following at the end of Clause F.2.13.3:</i></p> <p>Number of copies required is One (1) original and one (1) complete copy.</p> <p>Telephonic, facsimile or e-mailed tender offers will not be accepted.                  The binding for the original volumes of the Tender Document may be dismantled, but must be submitted in the original format in which they were issued by the Employer.</p>
<b>F.2.13.3</b>	
	<p><i>Add the following after the first sentence of Clause F.2.13.4:</i></p> <p>The tender shall be signed by a person duly authorised to do so.</p>
<b>F.2.13.4</b>	
	<p><i>Add the following after the first sentence of Clause F.2.13.5:</i></p> <p>The Employer’s address for delivery of tender offers and identification details, to be shown on each tender offer package, are the following:</p> <p><b>Invitation to Tender</b>  <b>Location of Tender Box:</b> Dr Nkosazana Dlamini Zuma Local Municipality Offices  <b>Physical Address:</b> Main Street, CREIGHTON, 3263.  <b>Identification details</b>                  The identification details which must be stated in the tender offer outer package are:  <b>Tender Number:</b> PWBS-B003/21/22  <b>Title of Tender:</b> CONSTRUCTION OF DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY EMERGENCY MANAGENT CENTRE</p>
<b>F.2.13.5</b>	

<b>F.2.13.6</b>	<p><i>Delete the contents of Clause F.2.13.6 and replace with the following:</i></p> <p>A two-envelope Procedure as described in Clause F.3.5 will not be followed.</p>
<b>F.2.15</b>	<b>Closing Time</b>
F.2.15.1	<p><i>Add the following to the end of Clause F.2.15.1:</i></p> <p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p>
<b>F.2.16</b>	<b>Tender offer validity</b>
F.2.16.1	<p><i>Add the following to the end of Clause F.2.16.1:</i></p> <p>The tender offer validity period is ninety (90) days from the closing date.</p>
F.2.16.2	<p><i>Add the following to the end of Clause F.2.16.2:</i></p> <p>The maximum extension on the tender offer validity period is 90 days.</p>
<b>F.2.17</b>	<b>Clarification of Tender Offer after Submission</b>
	<p><i>Add the following to the end of Clause F.2.17:</i></p> <p>A tender may be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer, or confirmation of registration with CIDB within the time for submission stated in the Employer's written request for such clarification or confirmation. A tender may be rejected if the unit rates or lump sums for some of the items in the bills/schedules of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the Tenderer fails, within the time stated in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.</p>
<b>F.2.23</b>	<b>Certificates</b>
	<p><i>Add the following to the end of Clause F.2.23:</i></p> <p>The Tenderer is required to submit the following certificates with the tender as per requirements of Clause F.2.13.2:</p> <p><b>A. Certificate of Contractor Registration (CIDB)</b></p> <p>Certificate of Contractor Registration issued by the Construction Industry Development Board. Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.</p> <p><b>B. Tax Clearance Certificate</b></p> <p>Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit/append documentary evidence/proof in the form of an original or certified copy of valid Tax Clearance Certificate issued by SARS. Failure to provide a valid Tax Clearance Certificate will result in the tender being rejected. Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.</p> <p><b>C. The Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (COIDA)</b></p> <p>A certificate of good standing issued by the department of labour's compensation fund.</p> <p>Each party to a Consortium/Joint Venture shall submit separate certificates in the above regard.</p>

	<p><b>D. B-BBEE Certificate</b></p> <p>Joint Venture shall submit a consolidated BBEE Certificate of the new Legal Entity.</p>
<b>F.3</b>	<b>The employer's undertakings</b>
<b>F.3.1</b>	<b>Respond to Requests from the Tenderer</b>
F.3.1.1	<p><i>Delete the contents of Clause F.3.1.1 and replace with the following:</i></p> <p>The Employer will respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew tender documents.</p>
<b>F.3.4</b>	<b>Opening of Tender Submissions</b>
F.3.4.1	<p><i>Add the following to the end of Clause F.3.4.1:</i></p> <p>The time and location for opening of the tender offers is:</p> <p>Time: <b>12H00 on Tuesday, 21 September 2020</b>                  Location: <b>Dr Nkosazana Dlamini Zuma Local Municipality</b></p>
F.3.4.2	<p><i>Delete the following Clause F.3.4.2:</i></p> <p>"number of points claimed for its BBEE status level"</p>
<b>F.3.7</b>	<b>Grounds for rejection and disqualification</b>
	<p><i>Add the following to the end of Clause F.3.7:</i></p> <p>Tenderers will be disqualified if any if,</p> <ol style="list-style-type: none"> <li>Any of the directors/shareholders of the Tenderer is listed on the National Treasury Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business in the public sector</li> <li>If the Tender has completed the Compulsory Enterprise Questionnaire and the and is considered by the Employer to have conflict of interest which may impact on the Tenderers ability to perform the proposed contract in the best interest of the Employer or potentially compromise the tender process.</li> <li>If the Tenderer has persons in the state who are not permitted to submit tenders or to participate in the contract"</li> </ol>
<b>F.3.8</b>	<b>Test for Responsiveness</b>
F.3.8.2	<p><i>Add the following to the end of Clause F.3.8.2:</i></p> <p>"Tenders will also be considered non-responsive if:</p> <ol style="list-style-type: none"> <li>The Tenderer offer does not meet any one of the eligibility criteria specified in Clause F.2.1.1 as amended.</li> <li>The Tenderer has not fully and correctly completed the Offer portion of C1.1 Form of Offer and Acceptance i.e. the price has not been completed in words and numbers, the Tenderers details are not completed fully and correctly and the Tenderer has failed to sign the Offer portion of C1.1.</li> <li>If requested by the Employer during the tender evaluation process, the Tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the Employer's written request.</li> <li>The Tenderer's price is based on fixed rates in lieu of Contract Price Adjustment.</li> <li>There are any other material deficiencies whereby the price submitted is not for the identical requirements and scope of work as other correctly completed tenders (such as failing to incorporate the requirements of Addenda where these materially affected the pricing eg. where the Notice to Tenderers required additions or replacements of part or all of the Bill of Quantities and the submitted Bill of Quantities does not reflect these changes)."</li> </ol>



<b>F.3.11</b>	<b>Evaluation of tender offers</b>				
F.3.11.1	General				
	<p>Add the following to the end of Clause F.3.11.1:</p> <p>The Procedure for the evaluation of responsive tenders is Method 1: Price and Preference. Quality (functionality) will be used as a prequalifying criterion, with tenderers required to meet a minimum quality score of 70 points in order to qualify for further evaluation.</p>				
F.3.11.7	<b>Scoring Price</b>				
	<p>Add the following to the end of Clause F.3.11.7:</p> <p>For details of scoring price refer to Returnable Schedule A13: Adjudication of Bids on Points Basis.</p>				
F.3.11.8	<b>Scoring Preferences</b>				
	<p>Add the following to the end of Clause F.3.11.8:</p> <p>For details of scoring preference see Returnable Schedule A19: Preference Points Claim Form in Terms of preferential Procurement Regulations.</p>				
F.3.11.9	<b>Scoring Functionality</b>				
	<p>Replace this clause with the following:</p> <p>The functionality will be applied as a prequalifying criterion to determine the tenderers that qualify for further evaluation. The quality shall be scored as per the table below.</p> <p>Points will be allocated only where the required supporting documentation has been submitted by the tenderer.</p>				
<b>DETAILED BREAKDOWN OF FUNCTIONALITY POINTS</b>					
	<b>Quality criteria</b>	<b>Basis for points allocation</b>	<b>Score</b>	<b>Max. Points</b>	<b>Verification method</b>
	<b>Schedule of work carried out by Tenderer</b>  <i>(Reference name and contact details required)</i> <b>NB: Further diligence may be done on subcontracted contracts</b>	<b>5 completed building infrastructure projects</b>	25	<b>25</b>	<b>Letters of Appointment and reference letters</b>  <b>FAILURE TO SUBMIT REQUIREMENTS WILL RESULT IN NO SCORE BEING GIVEN</b>
		<b>4 completed building infrastructure projects</b>	20		
		<b>3 completed building infrastructure projects</b>	15		
		<b>2 completed building infrastructure projects</b>	10		
		<b>1 completed building infrastructure projects</b>	5		
	<b>Proposed Key Personnel</b>	<b>1. Contracts Manager</b>  <ul style="list-style-type: none"> <li>• <b>B. Degree: Civil/Building</b> and at least <b>5 years</b> post graduate experience of similar scope of works.</li> <li>• <b>N. Diploma: Civil/Building</b> and at least <b>3 years</b> post graduate experience of</li> </ul>	5	<b>25</b>	Certified qualification certificates and Copy of detailed CVs  If Contracts Manager or Site Agent has a LIC NQF 7 certification' i.e. an <b>additional 3 points</b> will be added.  <b>CERTIFIED DOCUMENTS MUST NOT BE OLDER THAN 3</b>
			3		

		similar scope of works. • <b>N. Diploma: Civil/Building</b> and less than <b>3 years</b> post graduate experience of similar scope of works.	1		<b>MONTHS. FAILURE TO SUBMIT REQUIREMENTS WILL RESULT IN NO SCORE BEING GIVEN</b>
		<b>2. Site Agent</b>	5		
		• <b>B. Degree: Civil/Building</b> and at least <b>3 years</b> post graduate experience of similar scope of works.	3		
		• <b>N. Diploma: Civil/Building</b> and at least <b>2 years</b> post graduate experience of similar scope of works.	1		
		• <b>N. Diploma: Civil/Building</b> and less than <b>2 years</b> post graduate experience of similar scope of works.	5		
			3		
		<b>3. Forman</b>	1		
		• <b>10 years</b> or more years' experience in similar projects	5		
		• <b>5 to 10 years</b> or more years' experience in similar projects			
		• <b>Less than 5 years'</b> experience in similar projects	3		
		<b>4. Safety Officer</b>			
		• OHS (Construction Regulations) qualification or related qualification and at least <b>5 years</b> post graduate experience of similar scope of works.	2		
		• OHS (Construction Regulations) qualification or related qualification and at least <b>3 years</b> post graduate experience of similar scope of works.	10		
		• OHS (Construction Regulations) qualification or related qualification and at least <b>2 years</b> post graduate experience of similar	5		

		scope of works. <ul style="list-style-type: none"> <li>Valid First aid level 3</li> <li>No First aid certificate</li> </ul> 5. <b>CETA certified Labour Intensive Certificate:</b> NQF Level 7			
	<b>Availability of relevant plant and equipment (Resources)</b>	If the <b>bidder owns</b> all the required construction plant and equipment for construction of Community Halls/ General Building ( <b>Tipper Truck, TLB ,Grader or Excavator, concrete mixture, water cart, roller and Crane</b> ). ( proof of ownership e.g logbook)	25	25	Proof of owner ship of all the required plant and Equipment, e.g Logbooks and proof of purchase
		If the <b>bidder owns some</b> of the plant & Equipment <b>and will hire the other</b> required plant & Equipment for construction of Community Halls/ General Building ( <b>Tipper Truck, TLB ,Grader or Excavator, concrete mixture, water cart, roller and Crane</b> ). ( proof of ownership e.g logbook and pro-forma agreement with plant hire)	15		Proof of owner ship of all the required plant and Equipment, e.g Logbooks and proof of purchase + Pro-forma agreement with plant hire
		If the bidder will hire all the required plant and equipment for the construction of Community Halls/ General Building( <b>Tipper Truck, TLB ,Grader or Excavator, concrete mixture, water cart, roller and Crane</b> ). ( pro-forma agreement with plant hire)	10		Pro-forma agreement with plant hire
	<b>TOTAL POINTS</b>			<b>75</b>	
<b>TENDERERS WITH A SCORE OF LESS THAN 70% WILL BE REJECTED AS NON-RESPONSIVE</b>					
<b>F.3.16</b>	<b>Notification to unsuccessful tenderers</b>				
	<p><i>Delete the contents of Clause F.3.16.2 and replace the following:</i></p> <p>If the Supply Chain Management Bid Adjudication Committee has resolved that a tender be accepted, the unsuccessful tenderers shall be notified in writing.</p> <p>Any Tenderer wishing to exercise their right to appeal must submit their appeal in writing within 14</p>				

	<p>calendar days of receipt of notification to The Supply Chain Manager, Dr Nkosazana Dlamini Zuma Municipality. The format of the appeal must:</p> <ul style="list-style-type: none"> <li>• set out the reasons for the appeal</li> <li>• state in which way the appellant's rights have been affected by the decision</li> <li>• state the remedy sought</li> <li>• be accompanied by a copy of the notification advising the Tenderer of the decision of the Supply Chain Management Bid Adjudication Committee.</li> </ul> <p>If no bona fide appeals have been received within 5 days of the notifications being sent, the successful Tenderer will be notified of Dr Nkosazana Dlamini Zuma Municipality's acceptance of their bid.</p> <p>The consideration of appeals and, if necessary, the invalidation of any decision made, shall be dealt with in terms of Dr Nkosazana Dlamini Zuma Municipality's appeals process.</p>
<b>F.3.17</b>	<b>Provide Copies of the Contracts</b>
	<p><i>Add the following to the end of Clause F.3.17:</i></p> <p>"The number of paper copies of the signed contract to be provided by the Employer is ONE."</p>

**T1.2.3 Additional Conditions of Tender**

The additional conditions of tender are:

<b>T.1.2.3.1</b>	<b>Compliance with Occupational Health and Safety Act 1993 and Construction Regulations (as amended 2014)</b>
	<p>Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the latest amended Construction Regulations (2014) issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.</p> <p>In this regard the Tenderer shall submit with the tender, appended to Health and Safety Plan in T2.2 Returnable Documents, a detailed Health and Safety Plan prepared in accordance with the Health and Safety Specification (given in in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations).</p>
<b>T.1.2.3.2</b>	<b>T.1.2.3.2 Claims Arising after Submission of Tender</b>

	<p>No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Implementing Agent after the submission of any tender and the Tenderer shall be deemed to have:</p> <ol style="list-style-type: none"> <li>1) Inspected the Tender Drawings and read and fully understood the Conditions of Contract.</li> <li>2) Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.</li> <li>3) Visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby.</li> <li>4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Tender Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.</li> </ol> <p>Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Tenderer must apply to the Employer/Employer's Implementing Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Implementing Agent in respect of errors in any tender due to the foregoing.</p>
<p><b>T.1.2.3.3</b></p>	<p><b>Imbalance in Tendered Rates</b></p>
	<p>In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper Balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the Tenderer to amend these rates and lump sums along the lines indicated by it.</p> <p>The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.</p> <p>Should the Tenderer fail to amend the Tender in a manner acceptable to the Employer, the Employer may reject the Tender.</p>
<p><b>T.1.2.3.4</b></p>	<p><b>Community Liaison Officer</b></p>
	<p>Democratically elected village members who in turn have representation on the overall Project Steering Committee (PSC) represents the residents being served by the project. The Contractor will be required to liaise through the CLO for any matters to do with the community. The CLO shall be paid an amount of <b>R4 000</b> per month throughout the contract.</p>
<p><b>T.1.2.3.5</b></p>	<p><b>Labour Intensive Construction / Use of Local Labour</b></p>
	<p>Aspects of this project will be carried out in accordance with the provisions of EPWP and as set out in clauses F.2.1.3 and F.2.1.4.</p> <p>The contractor must to make use of local labour in order to promote labour intensive construction, the labour intensive works to be done under the contract is as stated below:</p> <ul style="list-style-type: none"> <li>• Excavation for shallow foundations</li> <li>• Steel fixing for foundations and other reinforced structures</li> <li>• Shuttering</li> <li>• Brick laying</li> </ul>

	<ul style="list-style-type: none"><li>• Ancillary roadworks</li><li>• General cleaning</li></ul> <p>The latest gazetted government labour rate for the Construction industry will to be used in the contract for remuneration of local labour.</p>
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## T2: RETURNABLE DOCUMENTS AND SCHEDULES

### T2.1: LIST OF RETURNABLE DOCUMENTS

The tenderer must complete and return documents all returnable document as listed below as part of his/her tender submission:

COMPULSORY DOCUMENTS	TICK
a) Proof of registration with CSD- starting with (MAAA)	
b) Joint Venture Agreement (if necessary)	
<p>c) Submit proof that the bidders (<b>Company</b>) and its (<b>directors</b>) do not owe municipal services.</p> <p>-Attach updated municipal rates, water or electricity statement not in arrears for more than 90 days</p> <p>Or</p> <p>-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</p> <p>Or</p> <p>- Attach exemption letter from the relevant municipality.</p> <p>Or</p> <p>- 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.</p> <p>Or</p> <p>Attach copy of a marriage certificate and municipal account statement for rates and services, if Municipal account is under your spouse.</p>	
d) Form of offer fully completed	
e) MBD 1,4,6.2,8,9 and Annexures C,D & E fully completed	
f) CIDB Grading Certificate level 6 GB or higher	
g) Submit audited annual financial statements for the past three years or confirmation letter if the company is not required by law to prepare audited annual financial statements.	

**NB: Failure to submit the above documents will automatically disqualify your bid.**

**Note:** Compulsory for immediate disqualification means – the tender will not be evaluated further if a particular returnable schedule document is not duly completed and signed prior submitting bid document.

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 BBBEE verification certificate for Preferential points claim or sworn affidavit	
d) Certified copies of Identification documents of all members/directors of the entity	
e) Proposed project implementation schedule	
f) Forms A,B, C ,D,E and F which will be used in the evaluation stage	
g) Letter of Good Standing with Compensation Fund (COID)	
h) NHBRC Registration Certificate	



Form	Returnable Schedules (Documents) that will be incorporated into the contract	Submitted Yes/No	Compulsory for Immediate Disqualification
B1	Preference Schedules and Affidavit		Yes
B2	Form of Offer and Acceptance (Part C1)		Yes
B3	Contract Data (Part C1)		Yes
B4	Priced Bill of Quantities (Part C2)		Yes
B5	Performance guarantee		No
B6	Tenderer's Financial standing		No
B7	Agreement in Terms of the OHSA No 85 of 1993		Yes

Form	Other Returnable Schedules (Documents)	Submitted Yes/No	Compulsory for Immediate Disqualification
C1	Authority for signatory		Yes
C1.1	Certificate of Authority for Joint Ventures		Yes
C1.2	Joint Venture Disclosure Form		Yes
C2	Schedule of Current Commitments		No
C3	Forms for Functionality points		
C3.1	Schedule of Work carried out by Tenderer		No
C3.2	Schedule of plant and equipment		No
C3.3	Proposed Key personnel		No
C3.4	Quality Control Plan		No
C3.5	Compulsory Subcontracting		No
C3.6	EPWP Requirements		No
C4	Certificate for Insurance Cover		No
C5	Preliminary Construction Programme		No
C6	Estimated Monthly Expenditure		No
C7	Compulsory Enterprise Questionnaire		Yes

**A1: CERTIFICATE OF TAX CLEARANCE (MBD 2)**

Tenderers are required to be registered for VAT and will need to submit the following in order to be considered:

- A SARS Tax Compliance Certificate or
- A Tax Compliance Status Certificate with Pin (Obtainable from E-Filing)

The tax clearance certificate as per the above must be valid prior to the closing date of the tender and must be kept valid for the duration of the contract.

**ATTACH PROOF TO THIS PAGE**

**FAILURE TO SUBMIT THIS RETURNABLE DOCUMENT WILL INVALIDATE THE TENDER**

**A2: COMPANY / CC / PARTNERSHIP / JV / SP REGISTRATION CERTIFICATES**

*[NOTE: Registration Certificates for Companies, Close Corporations and Partnerships, or JV Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors must be attached here. Tenderers must include certified ID copies of all directors, members and partners]*

**In addition to the above, the tenderer must insert here certified copy of identity documents of directors**

**ATTACH PROOF TO THIS PAGE**

**FAILURE TO SUBMIT THIS RETURNABLE DOCUMENT WILL INVALIDATE THE TENDER**

**A3: CERTIFICATE OF ATTENDANCE OF SITE INSPECTION MEETING**

**CONTRACT No.: PWBS-B003/21/22**

**CONSTRUCTION OF DR NDZ EMERGENCY SERVICES CENTRE**

*(Please print)*

It is hereby CERTIFIED that I, ..... (name)  
 in my capacity as.....and a duly authorized  
 representative of..... (the TENDERER)  
 of (address).....  
 in the company of.....(the ENGINEER)  
 attended the official Site Inspection on .....(date)  
 for and on behalf of the above-named Tenderer.

I hereby further DECLARE that I am satisfied with the description of the Works and the explanations given by the above-named Engineer.

**Particulars of person(s) attending the meeting:**

Name: ..... Signature: .....

Capacity: .....

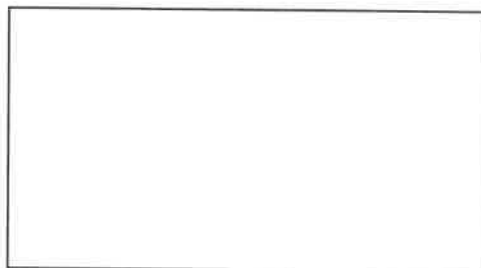
Name: ..... Signature: .....

Capacity: .....

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

Name: ..... Signature: .....

Capacity: ..... Date and Time: .....



*Municipality Date Stamp*

**A4: PREFERENTIAL PROCUMENT AND DECLARATION OF INTEREST**

In terms of Section 16 of the Preferential Procurement Policy Framework Act Regulations 2002 (Act No.5 of 2000) it is a condition of this tender/quote that the successful tenderer's taxation payments must be in order or that suitable arrangements have been made with the Receiver of Revenue: South African Revenue Services to this end and to their satisfaction.

**SERVICE PROVIDER TO CHECK WITH THE SCM UNIT IF TAX CLEARANCE ON FILE IS UPDATED.**

**In cases of Consortiums, Joint Ventures or Partnerships each individual must submit the required Certificate aforementioned.**

**PARTICULARS OF TAXPAYER/TENDERER**

<b>Name of Taxpayer/tenderer</b>	
<b>Trade name (if applicable)</b>	
<b>Identification No. (if applicable)</b>	
<b>Co. or CC No. (if applicable)</b>	
<b>Income Tax Reference No.</b>	
<b>VAT Registration No.</b>	
<b>PAYE No. (if applicable)</b>	
<b>(Person completing form) Name</b>	
<b>Address</b>	
<b>Telephone/Cell phone No.</b>	
<b>CIDB No.</b>	

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

A5:

MBD 4

**DECLARATION OF INTEREST**

- 1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, 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 authorized representative declare their position in relation to the evaluating/adjudicating authority.

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....

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.....  
.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

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

<sup>2</sup> 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

3.10.1If 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

3.11.1If 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

3.13.1If 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

.....  
**Name of Bidder**

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**



**A6: MBD 6.1**

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

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

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000; and
- the 90/10 system for requirements with a Rand value above R50 000 000.

1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific contract participation goals, as specified in the attached forms.

1.3.1 The points for this bid are allocated as follows:

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

1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

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

**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 utilized 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

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Rand value of bid under consideration

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

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

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

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

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

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

## 7. BID DECLARATION

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

## 8. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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## 9. COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

District Municipality where business is situated: .....

Registered Account No: .....

Stand No: .....

**(LOCAL MUNICIPALITY ACCOUNT) \*RATES, REFUSE, ELECTRICTY 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:**

1. ....
2. ....

..... Signature(s) of bidders
----------------------------------

**MBD 6.2**

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

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

**1. General Conditions**

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

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

Where

1. is the imported content in Rand
2. is the bid price in Rand excluding value added tax (VAT)

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

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

1.6. A bid may be disqualified if –

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

• **Definitions**

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

Industry/sector/sub-sector	Minimum threshold for local content
Reinforced steel bars	100%
Wire products	100%
Welded Mesh	100%
Bricks Reinforcement	100%
Roof sheeting	100%
Galvanized Steel Grid	100%
Galvanized Steel Braces	100%
Galvanized steel purlins and fittings	100%
Galvanized Brackets	100%
Galvanized Hoop Iron Cramps	100%
Stainless Steel Hinges	100%
Chromadek Roller	100%
Steel Ridge Claping	100%
Aluminium Window Frames	100%
Aluminium Door Frames	100%
PVC Pipes	100%
HDPE pipes class 12	100%
Reinforced steel bars	100%
Wire products	100%

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

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

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).



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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

(Tick applicable box)

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

5.1. If yes, provide the following particulars:

- Full name of auditor: .....
- Practice number:.....
- Telephone and cell number: .....
- Email address:.....

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

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

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

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

**IN RESPECT OF BID NO.** .....

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

NB

- 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.
- Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedti.gov.za/industrial>

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

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

- The facts contained herein are within my own personal knowledge.
- 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 1286:2011; and  
the declaration templates have been audited and certified to be correct.

(c)The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

---

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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

1. I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

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

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**A7: CERTIFIED B-BBEE CERTIFICATE**

Attach certified copy (not a copy of a copy) of B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) to this page.

---

**A8: RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE**

Submit proof that the bidders (**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 and municipal account statement for rates and services, if Municipal account is under your spouse

**A9: CONTRACTOR'S CIDB REGISTRATION CERTIFICATE**

*[The Tenderer shall attach the Proof of Registration with CIDB here].*

**IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT THEIR ONLINE CIDB REGISTER OF CONTRACTORS REFLECTS THEM AS "ACTIVE" FOR THE DURATION OF THE TENDER VALIDITY PERIOD. AN "INACTIVE" REGISTRATION STATUS WILL INVALIDATE THE TENDER**

**A10: CENTRAL SUPPLIER'S DATABASE REGISTRATION CERTIFICATE**

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

**ATTACH PROOF HERE**

**FAILURE TO SUBMIT THIS RETURNABLE DOCUMENT WILL INVALIDATE THE TENDER**

**A11: LETTER OF GOOD STANDING WITH COMPENSATION FUND (COID)**

*[NOTE: The tenderer's Workmen's Compensation Registration Certificate in accordance to the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993, is to be attached here].*

**ATTACH PROOF HERE**

**FAILURE TO SUBMIT THIS RETURNABLE DOCUMENT WILL INVALIDATE THE TENDER**



**A12: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)**

- 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 TENDERER may be rejected if that TENDERER, 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 TENDERER or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the TENDERER 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, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , 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 TENDERER or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the TENDERER 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 TENDERER 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 TENDERER

### **A13: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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 TENDERER if that TENDERER 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

I, the undersigned, in submitting the accompanying bid:

**CONTRACT No.: **PWBS-B003/21/22****  
**CONSTRUCTION OF DR NDZ EMERGENCY SERVICES CENTRE**  
(Bid Number and Description)

in response to the invitation for the bid made by: **DR NKOSAZANA DLAMINI ZUMA LOCAL**  
**MUNICIPALITY**  
(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 TENDERER)

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 TENDERER to sign this Certificate, and to submit the accompanying bid, on behalf of the TENDERER;
4. Each person whose signature appears on the accompanying bid has been authorized by the TENDERER to determine the terms of, and to sign, the bid, on behalf of the TENDERER;
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 TENDERER, whether or not affiliated with the TENDERER, 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 TENDERER and/or is in the same line of business as the TENDERER
6. The TENDERER has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> 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 TENDERER, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

<sup>3</sup> 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.

.....  
SIGNATURE

.....  
DATE

.....  
POSITION

.....  
NAME OF TENDERER

**A14: RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

No.	Date	Title or Details
1		
2		
3		
4		
5		

NAME: .....

POSITION: .....

SIGNATURE: .....

DATE: .....

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

**A15: FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014**

*[NOTE: this form must be completed concerning fulfilment of the construction regulations, 2014]*

In terms of Regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 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.

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

2 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: ..... ..... ..... ..... .....	<input type="checkbox"/>

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 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"/>

7 The Tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act, 1993 (Act No 130 of 1993)(COID).

The Tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the Tenderer at any time during the 36 months preceding the date of this Tender.

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

1 ..... ID NO: .....

2 ..... ID NO: .....



**A16: NATIONAL HOME BUILDERS REGISTRATION COUNCIL (NHBRC) CERTIFICATE**

*[NOTE: The tenderer's valid NHBRC Certificate, is to be attached here].*

**ATTACH CERTIFICATE HERE**

## T2.2: RETURNABLE SCHEDULES

The tenderer must complete and submit the following returnable schedules and documents:

Form	Returnable Schedules (Documents) that will be incorporated into the contract	Submitted Yes/No	Yes/No
B1	Preference Schedules and Affidavit		
B2	Form of Offer and Acceptance (Part C1)		
B3	Contract Data (Part C1)		
B4	Priced Bill of Quantities (Part C2)		
B5	Performance guarantee		
B6	Tenderer's Financial standing		
B7	Agreement in Terms of the OHS Act No 85 of 1993		
B8	Scope of Work (Part C3)		
B9	Site information (Part C4)		

Form	Other Returnable Schedules (Documents)	Submitted Yes/No	Yes/No
C1	Authority for signatory		
C1.1	Certificate of Authority for Joint Ventures		
C1.2	Joint Venture Disclosure Form		
C2	Schedule of Current Commitments		
C3	Forms for Functionality points		
C3.1	Schedule of Work carried out by Tenderer		
C3.2	Schedule of plant and equipment		
C3.3	Proposed Key personnel		
C3.4	Quality Control Plan		
C3.5	Compulsory Subcontracting		
C3.6	EPWP Requirements		
C4	Certificate for Insurance Cover		
C5	Preliminary Construction Programme		
C6	Estimated Monthly Expenditure		
C7	Compulsory Enterprise Questionnaire		

**[NOTE: Each form must be completed fully the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure to complete the schedules and forms to the satisfaction of the Employer will, inevitably, prejudice the tender and may lead to rejection claiming the tender is not responsive].**

## **B7: TENDERER'S FINANCIAL STANDING (FINANCIAL REFERENCES)**

### **Financial Statements**

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Employer.

### **Details of Company's Bank**

I/We hereby authorise the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

<b>DESCRIPTION OF BANK DETAIL</b>	<b>BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE</b>
Name of bank	
Branch name	
Branch code	
Street address	
Postal address	
Name of manager	
Telephone number	
Fax number	
Account number	

### **Tenderer's Tax Details**

Tenderer's VAT vendor registration number: .....

Tenderer's SARS tax reference number: .....

NAME: .....

POSITION: .....

SIGNATURE: .....

DATE: .....

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

**C1: CERTIFICATE OF AUTHORITY FOR SIGNATORY**

*Signatories for close corporations and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.*

*An example for a company is shown below:*

"I/We\*, the undersigned, am/are\* duly authorised to sign the form of tender on behalf of

.....

by virtue of the Articles of Association/Resolution of the Board of Directors\*, of which a certified copy is attached, or

.....

.....

\*Delete whichever is inapplicable

**NAME**

**SIGNATURE**

**DATE**

**NAME**

**SIGNATURE**

**DATE**

**WITNESSES**

**NAME**

**SIGNATURE**

**DATE**

**NAME**

**SIGNATURE**

**DATE**

**C1.1: CERTIFICATE OR AUTHORITY FOR JOINT VENTURES**

This Returnable Schedule is to be completed only if Tenderer is a joint venture.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorise

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	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature : ..... Name : ..... Designation : .....
		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.

## C1.2: JOINT VENTURE DISCLOSURE FORM

### GENERAL

- i. All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii. A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
  - a. the contributions of capital and equipment
  - b. work items to be performed by the Affirmable Joint Venture Partner's own forces
  - c. work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii. Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv. ABE partners must complete ABE Declaration Affidavits.
- v. The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi. Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

### 1. JOINT VENTURE PARTICULARS

a) Name

b) Postal address

c) Physical address

d) Telephone

e) Fax

### 2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

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

Postal Address .....

Physical Address .....

Telephone .....

Fax .....

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

.....

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

Postal Address .....

Physical Address .....

Telephone .....

Fax .....

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

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

**3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER**

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

Postal Address .....

Physical Address .....

Telephone .....

Fax .....

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

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

Postal Address .....

Physical Address .....

Telephone .....

Fax .....

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

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

Postal Address .....

Physical Address .....

Telephone .....

Fax .....

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

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

.....

.....  
 .....

**5. OWNERSHIP OF THE JOINT VENTURE**

- a) Affirmable Joint Venture Partner ownership percentage(s) ..... %
- b) Non-Affirmable Joint Venture Partner ownership percentage(s) ..... %
- c) Affirmable Joint Venture Partner percentages in respect of : \*
  - i) Profit and loss sharing .....
  - ii) Initial capital contribution in Rands .....

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

- iii) Anticipated on-going capital contributions in Rands .....
- iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....  
 .....

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

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

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



## 7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

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

a) Joint Venture cheque signing

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

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

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

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

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

d) Acquisition of lines of credit

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

e) Acquisition of performance bonds

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

f) Negotiating and signing labour agreements

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

## 8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

a) Supervision of field operations

.....

b) Major purchasing

.....

c) Estimating

.....

d) Technical management

.....

**9. MANAGEMENT AND CONTROL OF JOINT VENTURE**

a) Identify the "managing partner", if any,

.....

.....

.....

.....

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

.....

.....

.....

.....

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

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

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

**10. PERSONNEL**

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

TRADE/FUNCTION/DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NONAFFIRMABLE JOINT VENTURE PARTNERS

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

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

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

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

.....

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

.....

.....

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

.....

.....

**11. CONTROL AND STRUCTURE OF THE JOINT VENTURE**

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

.....

.....

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

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

Signature.....

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

Name.....

Address.....

Telephone.....

Date.....

Signature.....

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

Name.....

Address.....

Telephone.....

Date.....

Signature.....

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

Name.....

Address.....

Telephone.....

Date.....

Signature.....

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

Name.....

Address.....

Telephone.....

Date.....

**C2: SCHEDULE OF CURRENT COMMITMENTS**

**[NOTES to Tenderer:**

1. The Tenderer shall list below all Contracts currently under construction or awarded and about to commence and Tenders for which offers have been submitted but awards not yet made.
2. In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
3. The lists must be restricted to not more than 20 Contracts and 20 Tenders. If a Tenderer's actual commitments or potential commitments are greater than 20 each, those listed should be in descending order of expected final contract value or sum tendered.]

Client	Project	Expected total value of contract (incl. VAT)	Duration (Months)	Expected completion date

Client	Project	Sum Tendered (incl. VAT)	Tendered Duration (Months)	Expected commencement

NAME: ..... POSITION: .....

SIGNATURE: ..... DATE: .....

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

**FORMS FOR FUNCTIONALITY POINTS**

**C3.1: SCHEDULE OF WORK CARRIED OUT BY TENDERER**

*[NOTE: Each partner to a Joint Venture is to provide the information required below with respect to his company's contribution to the experience of the Joint Venture]*

The Tenderer shall list below the last ten civil engineering contracts of a similar nature awarded to him. This information is material to the award of the Contract.

<b>EMPLOYER</b> (Name, Tel and Fax number)	<b>CONSULTING ENGINEER</b> (Name, Tel and Fax number)	<b>NATURE OF WORK</b> (Brief summary with special mention of similarities with this project and Functionality Criteria)	<b>VALUE OF WORK</b>	<b>YEAR OF COMPLETION</b>

NAME: .....

POSITION: .....

SIGNATURE: .....

DATE: .....

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

**C3.2: SCHEDULE OF PLANT AND EQUIPMENT**

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

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

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

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

*Attach additional pages if more space is required*

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

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

*Attach additional pages if more space is required*

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

NAME: ..... POSITION: .....

SIGNATURE: ..... DATE: .....

*(of person authorised to sign on behalf of the tenderer)*

**C3.3: PROPOSED KEY PERSONNEL**

The Tenderer shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the Contract should his Tender be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities. Form A3 will be used to evaluate the functionality of the submission. An organogram and employee CV's need to be appended to this form

Designation	Name	Qualification and summary of experience	Years' Experience
Contract Manager			
Site Agent			
Foreman			





**CURRICULUM VITAE OF KEY PERSONNEL (SITE AGENT)**  
**FILL IN TEMPLATE CV AND ATTACH CERTIFIED QUALIFICATIONS AND CERTIFICATES HERE**

Designation:	
Name:	Date of birth:
Profession:	Nationality:
Certified copies of relevant Qualifications:	
Professional registration number (if applicable):	
Name of current employer (in not employed by tendering firm):	
Current position:	Years with firm:
Employment Record:	
Experience record relevant to this tender:	

**Certification by Key Personnel:**

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

SIGNATURE: ..... DATE: .....

NAME: ..... POSITION: .....

SIGNATURE: ..... DATE: .....

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

**CURRICULUM VITAE OF KEY PERSONNEL (FORMAN)**

**FILL IN TEMPLATE CV AND ATTACH CERTIFIED QUALIFICATIONS AND CERTIFICATES HERE**

Designation:	
Name:	Date of birth:
Profession:	Nationality:
Certified copies of relevant Qualifications:	
Professional registration number (if applicable):	
Name of current employer (in not employed by tendering firm):	
Current position:	Years with firm:
Employment Record:	
Experience record relevant to this tender:	

**Certification by Key Personnel:**

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

SIGNATURE: ..... DATE: .....

NAME: ..... POSITION: .....

SIGNATURE: ..... DATE: .....

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

### **C3.4: QUALITY CONTROL PLAN**

*[The Tenderer shall attach the required document here.]*

The Quality Control Plan must detail the following to get full points:

1. Tenderer's proposed methodology for the works,
2. Health and safety management plan, and
3. Quality control measures (testing, inspections, technical query management and project reporting).
4. Contractor is certified as with the Quality Management System to ISO9001:2008 or 2015 standard and has attached a certified copy of the certification.

**(5 pages maximum)**

**Good:** Quality Control Plan lists and discusses the headings above and the contractor has a certified Quality Management System to ISO9001:2008 or 2015 standards.

**Acceptable:** Quality Control Plan lists and discusses **three** of the headings above.

**Fair:** Quality Control Plan lists and discusses less than three of the headings above.

**No submission:** Quality Control Plan is not related to the required information or is not submitted.

### **C3.5: SUB-CONTRACTING AFTER AWARD**

#### **Condition of tender for subcontracting**

Dr Nkosazana Dlamini Zuma Municipality in support of Local Economic Development has a condition that a successful bidder must sub-contract 20% of contract to a local service provider/contractor.

Proof of subcontractor's appointments must be provided to the Municipality within a period of 30 days from commencement of the contract; the following is compulsory

- Appointment letter
- Employment Contract

**NB: A list of subcontractors meeting a criterion will be provided to the main contractor by the municipality.** The selection criteria must be fair, transparent, and equitable as practical as possible.

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

**C3.6: EPWP Requirements**

**a. Schedule of Labour Content**

The tenderer must complete a standard table reflecting the labour force anticipated to be employed on this contract, including labour employed by sub-contractors. The Specified target value is ..... %

Type of Labour	Man-Days	Minimum Wage Rate per unit	Total Wage Cost (Excl. VAT)
Permanent Staff			
Temporary Staff			
SMME/HDEs Labour			
Total			
Percentage			

**[NOTES:**

- (1) Labour is defined as hourly paid personal
- (2) The penalty for non-compliance during the contract or fraudulent disclosure is discussed in CONTRACT DATA section.]

**b. Name of Training Institution**

Name of Programme

Trainers Name	Qualification	Subject

**[Notes:**

- (1) Provide details here, or attached hereto, the subjects to be covered and the manner in which training is to be delivered.]

#### C4: CERTIFICATE FOR INSURANCE COVER

*[NOTE: In the event of the Tenderer being a joint venture/consortium, the details of the individual members must also be provided.]*

The Tenderer shall provide the following details of this insurance cover:

- i) Name of Tenderer: .....
- ii) Period of Validity: .....
- iii) Value of Insurance:
  - Insurance for Works and Contractor's equipment  
Company: .....  
Value: .....
  - Insurance for Contractor's personnel  
Company: .....  
Value: .....
  - General public liability  
Company: .....  
Value: .....
  - SASRIA  
Company: .....  
Value: .....

---

**C5: PRELIMINARY CONSTRUCTION PROGRAMME (FOR INFORMATION PURPOSES ONLY)**

The Tenderer shall attach a preliminary programme, to this Form.

This programme shall:

- be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of execution of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract;
- also indicate the point where the Tenderer intends to commence work operations and the direction in which the work will proceed;
- be in accordance with the information provided in Form C3.2: Schedule of plant and equipment, Form B5: Estimated monthly expenditure, and with all other aspects of the Tender; and
- indicate planned working hours.

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

NAME: .....

POSITION: .....

SIGNATURE: .....

DATE: .....

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



**C6 ESTIMATED MONTHLY EXPENDITURE**

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 amount for contingencies must not be included.

MONTH	VALUE
1	R .....
2	R .....
3	R .....
4	R .....
5	R .....
6	R ..... ..... COMPLETION OF CONTRACT
TOTAL	R .....

NAME: .....

POSITION: .....

SIGNATURE: .....

DATE: .....

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

**C7: COMPULSORY ENTERPRISE QUESTIONNAIRE**

The following 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:

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

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

Name of 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 the 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;
- (a) iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, 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;
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct;

NAME: .....

POSITION: .....

SIGNATURE: .....

DATE: .....

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

# THE CONTRACT

C1: AGREEMENTS AND CONTRACT DATA

C2: PRICING DATA

C3: SCOPE OF WORK

C4: SITE INFORMATION

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## C1: AGREEMENTS AND CONTRACT DATA

### C1.1: FORM OF OFFER AND ACCEPTANCE

#### A: Offer

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

.....

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

By the representative of the Tenderer, deemed to be du

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

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

.....

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

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

#### For the Tenderer:

**Signature:** .....

**Name:** .....

**Capacity:** .....

#### Name and address of organisation:

.....

.....

.....

**Signature and name of witness:**

**Signature:** .....

**Name:** .....

**Date:** .....

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

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

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

**For the Employer:**

**Signature:** .....

**Name:** .....

**Capacity:** .....

**Name and address of organisation:**

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



**Signature and name of witness:**

**Signature:** .....

**Name:** .....

**Date:** .....

**C: Schedule of Deviations**

Notes:

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

**Subject** .....

**Details** .....

**Subject** .....

**Details** .....

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

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

**For the Tenderer:**

**For the Employer:**

..... **Signature** .....

..... **Name** .....

..... **Capacity** .....

**Name and address of organisation:**

**Name and address of organisation:**

.....

.....

.....

..... **Witness signature** .....

..... **Witness name** .....

..... **Date** .....

**D: CONFIRMATION OF RECEIPT**

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

the ..... (day)

of ..... (month)

20.... (year)

at ..... (place)

**For the Contractor:**

**Signature:** .....

**Name:** .....

**Capacity:** .....

**Signature and name of witness:**

**Signature:** .....

**Name:** .....

## **C1.2: CONTRACT DATA**

### **C1.2.1: GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract for Construction Works (3rd Edition 2015) published by the South African Institution of Civil Engineering, is applicable to this Contract and is obtainable from [www.saice.org.za](http://www.saice.org.za).

Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel 011- 805 5947, Fax: 011 – 805 5971).

The Contract Data referred to in the General Conditions of Contract follow, with the Data to be completed Employer furnished. The Tenderer is to provide his details in the spaces provided.

## CONDITIONS OF CONTRACT

Contract No. \_\_\_\_\_

Name of Contract: \_\_\_\_\_

\_\_\_\_\_

**entered into between**

Name of Institution

\_\_\_\_\_

herein represented by \_\_\_\_\_

in his/her capacity as \_\_\_\_\_

**and**

Name of Vendor

\_\_\_\_\_

Registration Number

\_\_\_\_\_

herein represented by \_\_\_\_\_

in his/her capacity as \_\_\_\_\_

and duly authorized by resolution dated \_\_\_\_\_

a copy of which is annexed hereto marked \_\_\_\_\_

## Section A

# General Conditions of Contract

### 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Contract”** means the written agreement entered into between the Purchaser and the Vendor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **“Contract price”** means the price payable to the Vendor under the contract for the full and proper performance of his contractual obligations.
- 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **“Day”** means calendar day.
- 1.8 **“Delivery”** means delivery in compliance with the conditions of the contract or order.



- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10 **“Delivery into consignee’s store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Vendor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **“Force majeure”** means an event beyond the control of the Vendor and not involving the Vendor’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **“GCC”** means the General Conditions of Contract.
- 1.15 **“Goods”** means all of the equipment, machinery, and/or other materials that the Vendor is required to supply to the Purchaser under the contract.
- 1.16 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the Vendor or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **“Order”** means an official written order issued for the supply of goods/works or the rendering of a service.
- 1.20 **“Project site”** where applicable, means the place indicated in bidding documents.
- 1.21 **“Purchaser”** means the Institution purchasing the goods/works and/or service.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contract.
- 1.24 **“Services”** means that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the Vendor covered under the contract.
- 1.25 **“Written”** or **“in writing”** means handwritten in ink or any form of electronic or mechanical writing.

## 2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but **excluding immovable property**, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, Special Conditions of Contract are also laid down to cover specific Vendors, services or works.

- 2.3 Where such Special Conditions of Contract are in conflict with these general conditions, the special conditions shall apply.

### **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the Purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za).

### **4. Standards**

- 4.1 The goods/works and/or service supplied shall conform to the standards mentioned in the bidding documents and specifications.

### **5. Use of Contract Document and Information; Inspection**

- 5.1 The Vendor shall not, without the Purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Vendor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Vendor shall not, without the Purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Vendor's performance under the contract if so required by the Purchaser.

- 5.4 The Vendor shall permit the Purchaser to inspect the Vendor's records relating to the performance of the Vendor and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.
- 5.5 The Vendor shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the Purchaser.

## **6. Patent Rights**

- 6.1 The Vendor shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the Purchaser.

## **7. Performance Security**

- 7.1 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Vendor's failure to complete his obligations under the contract.
- 7.2 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:
- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
  - b) a cashier's or certified cheque.
- 7.3 The performance security will be discharged by the Purchaser and returned to the Vendor not later than thirty (30) days following the date of completion of the Vendor's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Inspection, Tests and Analysis**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Institution or an organization acting on behalf of the Institution.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the Purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the Purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the Vendor.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the Vendor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the Vendor's cost and risk. Should the Vendor fail to provide the substitute supplies forthwith, the Purchaser may, without giving the Vendor further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the Vendor.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the Purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packaging**

- 9.1 The Vendor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

## **10. Delivery and Documents**

- 10.1 Delivery of the goods shall be made by the Vendor in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the Vendor are specified in SCC.
- 10.2 Documents to be submitted by the Vendor are specified in SCC.

## **11. Insurance**

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## **12. Transportation**

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

## **13. Incidental Services**

- 13.1 The Vendor may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the Vendor of any warranty obligations under this contract;
  - e) training of the Purchaser's personnel, at the Vendor's plant; and /or
  - f) on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the Vendor for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Vendor for similar services.

## **14. Spare Parts**

- 14.1 Specified in SCC, the Vendor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Vendor:
- a) such spare parts as the Purchaser may elect to purchase from the Vendor, provided that this election shall not relieve the Vendor of any warranty obligations under the contract; and
  - b) in the event of termination of production of the spare parts:
    - i. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
    - ii. following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## 15. Warranty

- 15.1 The Vendor warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Vendor further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Vendor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Purchaser shall promptly notify the Vendor in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Vendor shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the Purchaser.



15.5 If the Vendor, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Vendor's risk and expense and without prejudice to any other rights which the Purchaser may have against the Vendor under the contract.

## **16. Payment**

16.1 The method and conditions of payment to be made to the Vendor under this contract shall be specified in SCC.

16.2 The Vendor shall furnish the Purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Vendor.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

17.1 Prices charged by the Vendor for goods/works delivered and/or services rendered under the contract shall not vary from prices quoted by the Vendor in this bid, with an exception of any price adjustments authorized in SCC or Purchaser's request for bid validity extension, as the case may be.

## **18. Contract Amendments**

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## **19. Assignment**

- 19.1 The Vendor shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent.

## **20. Subcontractors**

- 20.1 The Vendor shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Vendor from any liability or obligation under the contract.

## **21. Delay in Vendor's Performance**

- 21.1 Delivery of the goods/works and/or performance of services shall be made by the Vendor in accordance with the time schedule prescribed by the Purchaser in the contract.
- 21.2 If at any time during performance of the contract, the Vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods/works and/or performance of services, the Vendor shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Purchaser shall evaluate the situation and may at his discretion extend the Vendor's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

- 21.4 The right is reserved to procure outside of the contract small quantities or to have essential services executed if an emergency arises, the Vendor's point of supply is not situated at or near the place the supplies are required or the Vendor's supplies or goods are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the Purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the Vendor's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the Vendor.

## **22. Penalties**

- 22.1 Subject to GCC Clause 25, if the Vendor fails to deliver any or all of the goods/works and/or to perform the services within the period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods/works and/or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for Default**

- 23.1 The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, may terminate this contract in whole or in part:
- a) if the Vendor fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21.2;

- b) if the Vendor fails to perform any other obligation(s) under the contract; or
- c) if the Vendor, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- 23.2 In the event the Purchaser terminates the contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods/works and/or services similar to those undelivered, and the Vendor shall be liable to the Purchaser for any excess costs for such similar goods/works and/or services. However, the Vendor shall continue performance of the contract to the extent not terminated.
- 23.3 Where the Purchaser terminates the contract in whole or in part, the Purchaser may decide to impose a restriction penalty on the Vendor by prohibiting such Vendor from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a Purchaser intends imposing a restriction on a Vendor or any person associated with the Vendor, the Vendor will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the Vendor fail to respond within the stipulated fourteen (14) days the Purchaser may regard the intended penalty as not objected against and may impose it on the Vendor.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the Purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the Vendor and / or person restricted by the Purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and

(iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of Vendors or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## **24. Anti-Dumping and Countervailing Duties and Rights**

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the vendor shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that

his delay in performance or other failure to perform his obligations under the contract as a result of an event of Force Majeure.

- 25.2 If a force majeure situation arises, the Vendor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination on Insolvency**

- 26.1 The Purchaser may at any time terminate the contract by giving written notice to the Vendor if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

## **27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the Purchaser and the Vendor in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Vendor may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the Purchaser shall pay the Vendor any monies due the Vendor.

## **28. Limitation of Liability**

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

a) the Vendor shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Vendor to pay penalties and/or damages to the Purchaser; and

b) the aggregate liability of the Vendor to the Purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing Language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

### **30. Applicable Law**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

### **31. Notices**

31.1 Every written acceptance of a bid shall be posted to the Vendor concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

### **32. Taxes and Duties**

32.1 A foreign Vendor shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.

32.2 A local Vendor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

### **33. National Industrial Participation Programme**

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.



## **34. Prohibition of Restrictive Practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the Purchaser, has / have engaged in the restrictive practice referred to above, the Purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the Purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

**C1.2.2: CONTRACT DATA PROVIDED BY EMPLOYER**

**CONTRACT No.: PWBS-B003/21/22**

**CONSTRUCTION OF DR NDZ EMERGENCY SERVICES CENTRE**

	<b>Clause (GCC 2015)</b>	
Defects Liability Period	1.1.1.13	Six (6) months
Name of Employer	1.1.1.15	DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY
The Employer's address for receipt of communications is	1.2.1.2	Main Street CREIGHTON 3263 Email address: Tel: +27 39 833 1038 Fax: +27 39 833 1179
Time for Achieving Practical Completion	1.1.1.14	Twenty-four (24) weeks
The name of the Employer's Agent is	1.1.1.16	FMA ENGINEERS (PTY) LTD
The Employer's Agent address for receipt of communications is	1.2.1.2	18 York Road GILLITTS 3610 Email: admin@fmaengineers.co.za Tel: +27 31 764 2763 Fax: +27 86 542 4084
Pricing Strategy	1.1.1.26	Re-measurement Contract
Documentation Required Before Commencement of Construction Works	5.3.1	Health and Safety File (Refer to Clause 4.3) Initial Programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)
Time to Submit the Documentation Before Commencement with the Works	5.3.2	28 days after commencement date
Non-working Days	5.1.1 & 5.8.1	Sundays
Special Non-working days	5.1.1 & 5.8.1	1. Usually the public holidays and voting days if applicable. 2. year -end break commencing and ending on dates as specified by SAFCEC. The normal working hours are: Monday to Friday 07h00 to 17h00 Saturday 07h00 to 15h00
Penalty for Failing to Complete the Works	5.13.1	R2, 500 per calendar day

	<b>Clause (GCC 2015)</b>	
Requirements to achieve Practical Completion	5.14.1	24 weeks
The Latent Defect Period	5.16.3	5 years
The Percentage Advance on Materials not yet Built into the Permanent Works	6.10.1.5	80% (subject to provision of Indemnity for Materials on Site)
Limit of Retention Money	6.10.3	10% of Contract Sum
Value of Plant and Material Supplied by Employer to be included in the insurance sum	8.6.1.1.2	Nil
Amount to cover professional fees for repairing damage and loss	8.6.1.1.3	14% of required repair work
Limit of Indemnity for Liability Insurance	8.6.1.3	R5, 000, 000.00 for each claim
Dispute Resolution	10.5.1	Standing Adjudication Board
Number of Adjudication Board Members to be Appointed	10.5.3	One
Dispute Determination	10.7.1	Dispute Determination shall be by Arbitration with the arbitrator chose by the sitting chairperson of the Association of Arbitrators Southern Africa NPC

**PART 2: DATA PROVIDED BY THE CONTRACTOR**

	<b>Clause</b>	
Name of Contractor	1.1.1.9	
Address of Contractor (Physical and Postal)  Tel: Fax: Email:	1.2.1.2	..... ..... ..... ..... .....
Security to be Provided by Contractor	6.2.1	Refer to Table Below

Type of Security	Contractor's Choice (Indicate "YES" or "NO")
<i>Is Value Added Tax included in the Contract Sum and value of Works for calculating percentages?</i>	
Cash deposit of .....% of the Contract Sum	
Performance Guarantee of .....% of the Contract Sum	
Retention of .....% of the value of Works	
Cash Deposit of .....% of the Contract Sum plus Retention of .....% of the value of Works	
Performance Guarantee of .....% of the Contract Sum plus Retention of .....% of the value of Works	

Note: In the 'Standard for Uniformity in Construction Procurement' in Section 4.4.4.4 it is stated that: "Retention monies that are held shall not exceed 10% of any amount due to a contractor. Where guarantees of an insurance company or bank that are provided are equal to or greater than 10% of the contract price, the total amount of retention monies held shall not exceed 5% of the contract price."

**[NOTE: Delete inapplicable]**

NAME: ..... POSITION: .....

SIGNATURE: ..... DATE: .....

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

### C1.3: PERFORMANCE GUARANTEE

#### General Conditions of Contract for Construction Works, Third Edition (2015)

#### PRO FORMA PERFORMANCE GUARANTEE

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

#### GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

Physical address: .....

"Employer" means: .....

"Contractor" means: .....

"Employer's Agent" means:  
.....

"Works" means: .....

"Site" means: .....

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

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

Amount in words: .....

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

Amount in words: .....

Type of Performance Guarantee: ..... (*Insert Variable or Fixed*)

"Expiry Date" means: ..... (*Give date*) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

#### CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

#### 1. VARIABLE PERFORMANCE GUARANTEE

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R.....

(Amount in words .....) )

1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:

R.....

(Amount in words .....)

- 1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

## **2. FIXED PERFORMANCE GUARANTEE**

- 2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 2.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

## **3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES**

- 3.1 The Guarantor hereby acknowledges that:
  - 3.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship.
  - 3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
  - 3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;
  - 3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;
  - 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
  - 3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
  - 3.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.

- 3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

**Signed at** .....

**Date** .....

**Guarantor's signatory (1)** .....

**Capacity** .....

**Guarantor's signatory (2)** .....

**Capacity** .....

**Witness signatory (1)** .....

**Witness signatory (2)** .....

## C1.4: DISCLOSURE STATEMENT

### General Conditions of Contract for Construction Works, Third Edition (2015)

#### PRO FORMA

*Please note that words in italics within brackets are items which should be stated.*

(Date): .....

Contract: .....

Contractor:

Employer: DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY

Employer's Agent: FMA ENGINEERS (PTY) LTD

Dear Sirs

I am willing and available to serve as (*ad-hoc/standing*) Adjudication Board Member in the above-mentioned Contract.

In accordance with the General Conditions of Contract for Construction Works' Adjudication Board Rules relating to disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

- I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.
- I have had no previous involvement with this project.
- I do not have any financial interest in this project.
- I am not currently employed by the Contractor, Employer or Employer's Agent.
- I do not have any financial connections with the Contractor, Employer or Employer's Agent.
- I do not have or have not had a personal relationship with any authoritative member of the Contractor, Employer or the Employer's Agent which could affect my impartiality.
- I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect same.

Should there be any deviation from the foregoing statements, details shall be given.

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting contract documentation.

**Name in full:** .....

**Signature:** .....



## C1.5: ADJUDICATION BOARD MEMBER AGREEMENT

### General Conditions of Contract for Construction Works, Third Edition (2015)

#### PRO FORMA

*Please note that words in italics within brackets are items which should be stated.*

This Agreement is entered into between:

Adjudication Board Member:

*Name* .....

*Physical address* .....

*Postal address* .....

*E-mail address* .....

*Fax number* .....

*Telephone number* .....

Contractor:

*Name* .....

*Physical address* .....

*Postal address* .....

*E-mail address* .....

*Fax number* .....

*Telephone number* .....

The Contractor and the Employer will hereinafter be collectively referred to as the Parties.

The Parties entered into a Contract for *CONSTRUCTION OF MUNICIPAL EMERGENCY MANAGEMENT CENTRE* which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Third Edition (2015) must be referred to (*ad-hoc adjudication/standing adjudication*).

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

05

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works' Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Employer's Agent for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.

4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent traveling:
  - 7.1 A monthly retainer of.....for ..... of months, and/or
  - 7.2 A daily fee of ..... based on a ..... hour day, and/or
  - 7.3 An hourly fee of ..... and/or
  - 7.4 A non-recurrent appointment fee of ..... which shall be accounted for in the final sums payable.
8. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost.

On submission of an invoice for fees and expenses to the Parties, the Parties shall pay the full amount within 28 days of receipt of the invoice. Late payment of such invoice shall attract interest at prime plus 3% points compounded monthly at the prime rate charged by the Adjudication Board Member's bank.

This Agreement is entered into by:

**Contractor's signature:** .....

**Contractor's name:** .....

**Place:** .....

**Date:** .....

**Employer's signature:** .....

**Employer's name:** .....

**Place:** .....

**Date:** .....

**Adjudication Board Member's signature:** .....

**Adjudication Board Member's name:** .....

**Place:** .....

**Date:** .....

## C1.6: RETENTION MONEY GUARANTEE (PRO FORMA)

ISSUED TO ..... hereinafter called "the Employer")

ON BEHALF OF ..... [insert name of contractor]  
(hereinafter called "the Contractor")

in connection with CONTRACT No.: PWBS-B003/21/22 CONSTRUCTION OF DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY EMERGENCY SERVICES CENTRE (hereinafter called "the Contract").

WHEREAS the Employer and the Contractor have agreed that the Contractor may provide a guarantee in lieu of the whole or a portion of the retention moneys provided for under the Contract;

NOW THEREFORE we, the undersigned, undertake, in accordance with the following provisions, to pay to the Employer such amounts as the Employer may, from time to time, demand from us.

1 Each demand by the Employer shall be in writing, signed by the Employer and delivered to us at

[INSERT GUARANTOR'S FULL STREET  
ADDRESS].....

..... or such other address in

[INSERT NAME OF COUNTRY] ..... as we shall in writing notify to the Employer

and shall be accompanied by a certificate complying with Clause 2, signed by the Engineer in office as such in terms of the Contract.

2 The Engineer's certificates referred to in Clause 1 shall certify that:

- (a) he is the Engineer in office as such in terms of the Contract,
- (b) the Contractor is in breach of his obligations under the Contract, and
- (c) the amount demanded, which amount the certificate shall specify, does not exceed

(i) the amount of retention moneys which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money retained by the Employer and the amounts previously paid by us to the Employer in terms hereof,

(ii) a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due to the Contractor in terms of the Contract by reason of the breach referred to, and any amount of retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof;

- 3 We shall within fourteen (14) days after our receipt of a demand complying with the provisions in Clauses 1 and 2 make payment to the Employer of the amount demanded at the employer's address as listed in the contract data or at such other address in the Republic of South Africa as the Employer shall in writing notify to us.
- 4 Subject to compliance with the provisions hereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected or diminished by any disputes, claims or counterclaims between the Employer and the Contractor.
- 5 Our aggregate liability under this guarantee is limited to .....  
..... (R )
- 6 This guarantee shall expire on the date on which the last of the retention moneys, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
- 7 This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the subscribing witnesses:

At for and on behalf of .....

on this the ..... day of ..... 20.....

SIGNATURE : .....

CAPACITY : .....

ADDRESS : .....

: .....

: .....

AS WITNESSES: 1 .....

2 .....

**C1.7: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993**

THIS AGREEMENT is made between DR NKOSAZANA DLAMINI ZUMA LOCAL MUNICIPALITY (hereinafter called the

EMPLOYER) of the one part, herein represented by: .....

.....  
in his capacity as: .....

AND: .....

(hereinafter called the CONTRACTOR) of the other part, herein represented by.....

.....  
in his capacity as: .....

duly authorized to sign on behalf of the Contractor.

**WHEREAS** the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

CONTRACT No: ..... (CONTRACT TITLE)

..... for the construction, completion and maintenance of the works;

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act Amendment Act No 181/1993 (hereinafter referred to as the ACT);

**NOW THEREFORE** the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations,

pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at ..... for and on behalf of the **CONTRACTOR**

on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

Thus signed at ..... for and on behalf of the **EMPLOYER**

on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

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## C2.1 PRICING INSTRUCTIONS

- 1 The Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

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

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

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

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

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

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

**Ordering of materials is not to be based on the Bill of Quantities, but only on information issued for construction purposes.**



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

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Tenderer tenders to do the work
Amount	:	The quantity of an item multiplied by the tendered rate of the (same) item
Sum	:	An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

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

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

10 Payment for the Labour-Intensive Component of the Works:

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

Where minimum labour intensity is specified in the design, the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity targets.

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