



# **NKANGALA DISTRICT MUNICIPALITY**

**PROJECT NO: 3392/17**

**CONSTRUCTION OF PHUMULA STORMWATER DRAINAGE  
SYSTEMS IN THEMBISILE HANI LOCAL MUNICIPALITY PHASE 2**

## **TENDER DOCUMENT**

**ISSUED BY:** NKANGALA DISTRICT MUNICIPALITY  
2A Walter Sisulu Street  
Middelburg  
1050  
**CONTACT:** 013 249 2000

**NAME OF TENDERER:** .....

**CIDB REGISTRATION NUMBER:** .....

**CSD REGISTRATION NUMBER:** .....



## NKANGALA DISTRICT MUNICIPALITY



### CONSTRUCTION OF PHUMULA STORMWATER DRAINAGE SYSTEM IN THEMBISILE HANI LOCAL MUNICIPALITY PHASE 2 - PROJECT No: 3392/17

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Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## NKANGALA DISTRICT MUNICIPALITY



### CONSTRUCTION OF PHUMULA STORMWATER DRAINAGE SYSTEM IN THEMBISILE HANI LOCAL MUNICIPALITY PHASE 2 -PROJECT NO: 3392/17

## TENDERING PROCEDURES

### THE TENDER

#### Part T1: Tendering Procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender Data

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## NKANGALA DISTRICT MUNICIPALITY



### CONSTRUCTION OF PHUMULA STORMWATER DRAINAGE SYSTEM IN THEMBISILE HANI LOCAL MUNICIPALITY PHASE 2- PROJECT No: 3392/17

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

Nkangala District Municipality Invites Tenders from the suitably qualified Tenderers who meet the prescribed requirements for the **PROJECT NO: 3392/17 CONSTRUCTION OF PHUMULA STORMWATER DRAINAGE SYSTEMS IN THEMBISILE HANI LOCAL MUNICIPALITY PHASE 2**, with a CIDB Grading of **5 CE or higher**.

Tender documents will be obtainable from **30 July 2021** and may be downloaded free of charge from [www.nkangaladm.gov.za](http://www.nkangaladm.gov.za) and [www.tenderbulletins.co.za](http://www.tenderbulletins.co.za).

A Compulsory tender briefing meeting will not be held for the project, but tender related enquiries will be welcomed up to and until one day before the closing date.

Tenders are to be completed in black ink and completed in accordance with the conditions and rules contained in the tender documents. The tenders and relevant documents must be sealed in an envelope and externally endorsed with the description: **PROJECT NO: 3392/17 CONSTRUCTION OF PHUMULA STORMWATER DRAINAGE SYSTEMS IN THEMBISILE HANI LOCAL MUNICIPALITY PHASE 2** and be deposited in the Tender Box, Ground Floor, Nkangala District Municipality, 2A Walter Sisulu Street, Middelburg, Mpumalanga not later than **12h00 on 20 August 2021**. The tenders will immediately be opened in public. **The Tenders shall remain valid for a period of 120 days from the closing date.** Telegraphic, telephonic, fax, telex e-mail or late tenders will not be accepted.

Tenders will be evaluated in terms of the Supply Chain Management policy of the Nkangala District Municipality. The lowest or any tender will not necessarily be accepted and suitably the Nkangala District Municipality reserves the right not to consider any tender **not suitably endorsed or comprehensively completed**, as well as the right to accept the tender in whole or part. Service Providers must be registered on Central Supplier Database (CSD).

**Procurement related enquiries may be directed to the Supply Chain Unit from the Nkangala District Municipality at 013-249-2104 / 05 / 06 while Technical enquiries may be directed to Mr. Dan Masekela of Sejagobe Engineers on 083 562 7429.**

**Ms. M.M Skosana**  
**Municipal Manager**

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## T1.2 TENDER DATA

### TENDER DATA

Clause	
F.1.1	The Employer is: Nkangala District Municipality P.O Box 437 Middelburg 1050
F.1.2	<p><b>The tender document's contents is as follows:</b></p> <p>Part T1: Tendering procedures: T1.1 Tender notice and invitation to tender T1.2 Tender Data</p> <p>Part T2: Returnable documents T2.1 Returnable Schedules required for Tender Evaluation</p> <p><b>THE CONTRACT</b></p> <p>Part C1: Agreements and contract data C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Form of Guarantee C1.4 Agreement in Terms of the Occupational Health &amp; Safety Act C1.5 Form agreement in Terms of Mine Health and Safety Act C1.5 Abstracts of the Mine Health and Safety Act No.29</p> <p>Part C2: Pricing data C2.1 Pricing instructions C2.2 Bills of quantities</p> <p>Part C3: Scope of work C3.1 Description of Works C3.2 Engineering C3.3 Procurement C3.4 Construction C3.5 Management</p> <p>Part C4: Site information C4.1 Site Information</p>

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	C4.2	Locality Plan				
	Part C5:	Annexures				
	C5.1 :	Proforma Documents				
	C5.2 :	Supply Chain Management Policy				
	C5.3 :	Municipality Health and Safety Specification.				
	C5.4 :	Contract Drawings				
F1.3	<b>Interpretation</b> The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.					
F.1.4	<b>Communication.</b> The Employer's Representative is; <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 25%; vertical-align: top;"> <b><u>Accounting Officer;</u></b>            Ms M.M Skosana            P. O. Box 437            Middelburg            1050.            Tel : 013 249 2006         </td><td style="width: 25%; vertical-align: top;"> <b><u>Procurement Enquiries.</u></b>            Ms S.A. Mashaba            P.O. Box 437            Middelburg            1050            013 249 2104         </td><td style="width: 25%; vertical-align: top;"> <b><u>Technical Enquiries.</u></b>            Mr D.J.D. Mahlangu            P.O. Box 437            Middelburg            1050            013 249 2004         </td><td style="width: 25%; vertical-align: top;"> <b><u>Technical Enquiries.</u></b>            Mr. Dan Masekela of            Sejagobe Engineers            Tel: 083 562 7429            Fax: 086 514 7458         </td></tr> </table>		<b><u>Accounting Officer;</u></b> Ms M.M Skosana P. O. Box 437 Middelburg 1050. Tel : 013 249 2006	<b><u>Procurement Enquiries.</u></b> Ms S.A. Mashaba P.O. Box 437 Middelburg 1050 013 249 2104	<b><u>Technical Enquiries.</u></b> Mr D.J.D. Mahlangu P.O. Box 437 Middelburg 1050 013 249 2004	<b><u>Technical Enquiries.</u></b> Mr. Dan Masekela of Sejagobe Engineers Tel: 083 562 7429 Fax: 086 514 7458
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	Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenders, under the signature of the Accounting Officer or his nominee will be regarded as amending the tender documents. Tender offer communicated on paper shall be submitted as an original.  In the event that no correspondence or communication is received from the NDM within hundred and twenty (120) days after the stipulated closing date and time of the tender, the tender proposal will be deemed to be unsuccessful.					
F.1.5	<b>The Employer's right to accept or reject any tender offer</b> The employer has the right not to accept the lowest tender and to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by the Nkangala District Municipality.					
F.2	<b>Tenderer Obligations</b> <b>Eligibility</b> Only those tenderers who are registered with the Construction Industry Development Board (CIDB) in a Contractor Grading designation equal to or higher than <b>5 CE</b> class construction work are eligible to have their tenders evaluated.					
F.2.1	Joint ventures are eligible to submit tenders provided that every member of the Joint Venture has professionals registered with the CIDB. The combined contractor grading designation calculated in accordance with CIDB Regulations is equals to or higher than <b>5 CE</b> class of construction work.					

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



F.2.2	<p><b>Cost of Tendering</b></p> <p>The employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the cost of any testing necessary to demonstrate that aspects of the offer satisfy requirements.</p>
F.2.3	<p><b>Check documents</b></p> <p>The Tenderer should check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
F.2.4	<p><b>Confidentiality and Copyright of Documents.</b></p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation</p>
F.2.7	<p><b>Clarification Meeting</b></p> <p>No clarification meeting will be held on this project.</p>
F.2.13	<p><b>Submitting tender offer:</b></p> <p>No Tender document will be considered unless submitted on Council's Official Tender Document</p> <p>Return all the returnable documents to the employer after completing them.</p> <p>Tenders must be deposited in the tender box clearly marked with project description.</p> <p><b>Location of tender Box:</b> Main Entrance Ground Floor Nkangala District Municipality Building</p> <p><b>Physical Address:</b> Nkangala District Municipality, 2A Walter Sisulu Street, Middleburg 1050.</p> <p>Telephonic, telegraphic, telex, facsimile or emailed tenders will not be considered</p>
	<p>All tender received by the Nkangala District Municipality will remain in the Municipality's possession until after the stipulated closing date and time.</p> <p>Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered</p>
F.2.15	<p><b>Closing Time:</b></p> <p>The time and location for opening of the Tender offers are:</p> <p><b>Closing Time: 12h00</b></p> <p><b>Closing Date: 20 August 2021</b></p> <p><b>Location: Nkangala District Municipality</b> <b>2A Walter Sisulu Street</b> <b>Middelburg</b> <b>1050</b></p> <p>Tenders will be opened in public at the same time.</p>
	<p>After the opening of the tender proposals, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender proposals and recommendations concerning the award of the tender shall be disclosed to any other tenderer or persons not concerned with such process until the award of the Tender has been announced by the NDM.</p>

Tenderer

Witness 1

Witness 2

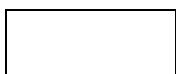
Employer

Witness 1

Witness 2



F.2.10	<b>Pricing the tender</b> State the rates and prices in Rand								
F.2.11	<b>Alterations to the Tender Documents.</b> <b>No</b> alterations may be made to the tender document issued by the employer. Proposals and any other supporting documents must be attached to the back of this tender document								
F.2.12	<b>Alternative tender offer.</b> <b>No</b> alternative tender offers will be considered or accepted.								
F.2.13	<b>Declaration Certificate for Local Production and Content for Designated Sectors</b> <b>Failure to complete and comply with minimum threshold of MBD 6.2, Annexure C, D &amp; E for Local Content is an automatic disqualification. Tenderers must ensure that products/materials supplied are manufactured/produced locally. Tenderers must also ensure that imported products/material are exempted by the Department of Trade and Industry (DTI).</b>								
F.2.16	<b>Tender Offer Validity</b> The Tender offer validity period is <b>120 days</b> from the closing date.								
F.2.17	<b>Tender clarification after submission</b> A tender may be regarded as non-responsive if the tenderer fails to provide clarification requested by the employer within the time for submission stated in the employer's written request.								
F.3.11	<b>Tender evaluation points</b>								
	The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 point system shall be applicable.								
	Preference points for this bid shall be awarded for: <ul style="list-style-type: none"> <li>(a) Price; and</li> <li>(b) B-BBEE Status Level of Contribution.</li> </ul>								
	The maximum points for this bid are allocated as follows:								
	<table border="1"> <thead> <tr> <th></th> <th>POINTS</th> </tr> </thead> <tbody> <tr> <td>PRICE</td> <td>80</td> </tr> <tr> <td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td> <td>20</td> </tr> <tr> <td>Total points for Price and B-BBEE must not exceed</td> <td>100</td> </tr> </tbody> </table>		POINTS	PRICE	80	B-BBEE STATUS LEVEL OF CONTRIBUTION	20	Total points for Price and B-BBEE must not exceed	100
	POINTS								
PRICE	80								
B-BBEE STATUS LEVEL OF CONTRIBUTION	20								
Total points for Price and B-BBEE must not exceed	100								
	<b>Evaluation of Tenders</b> The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be terms of the Supply Chain Management Policy of the NDM. <b>The following steps will be followed in evaluation;</b> <ol style="list-style-type: none"> <li>1. Determination of whether or not tender offers are complete.</li> <li>2. Determination of whether or not tender offers are responsive.</li> </ol>								

  
Tenderer

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2





	<ol style="list-style-type: none"> <li>3. Determination of the reasonableness of tender offers.</li> <li>4. Confirmation of the eligibility of preferential points claimed by tenderers.</li> <li>5. Determination of expertise and experience of tenderers.</li> <li>6. Awarding of points for financial offer.</li> <li>7. Ranking of tenderers according to the total points</li> <li>8. Performance of risk analysis by checking the credit record of the tenderers</li> </ol> <p><b>Evaluation Criteria</b></p> <p>The procedure for the evaluation of responsive Bids will be on the average of the previous three projects where the firm was involved for NKANGALA DISTRICT MUNICIPALITY (NDM) projects or OTHER CLIENTS. Reference of Clients including NDM must be provided.</p> <p>Tenders are adjudicated in terms of NDM Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.</p>
	<p><b>Technical adjudication and General Criteria</b></p> <ul style="list-style-type: none"> <li>▪ Tenders will be adjudicated in terms of inter alia:</li> <li>▪ Compliance with Tender conditions</li> <li>▪ Technical specifications</li> </ul> <p>If the Tenderer does not comply with the Tender Conditions, the Tenderer may be rejected. If technical specifications are not met, the Tender may also be rejected.</p> <p>With regard to the above, certain actions or errors are unacceptable and warrants <b>REJECTION OF THE TENDER</b>, for example</p> <ul style="list-style-type: none"> <li>▪ A valid tax clearance certificate issued by SARS or Tax Compliance letter with a unique PIN in terms of the electronic Tax Compliance Status (TCS) system from SARS has been submitted.</li> <li>▪ Pages to be completed, removed from the Tender document, and have therefore not been submitted.</li> <li>▪ If tender document is not fully completed as required and as stipulated in the tender data.</li> <li>▪ If any tender document is tempered with or it is unbided or unbundled.</li> <li>▪ Scratching out without initialling next to the amended rates or information.</li> <li>▪ Writing over / painting out rates / the use of tippex or any erasable ink, e.g. pencil.</li> <li>▪ Failure to attend compulsory site inspections</li> <li>▪ Attaching required documents which are older than three months before the date of the closing</li> <li>▪ The Tender has not been properly signed by a party having the authority to do so, according to the <b>Form D – “Authority for Signatory”</b></li> <li>▪ A Resolution by a Board of Directors of the Company authorizing the Tenderer to sign the Tender document on behalf of the Company. No authority for signatory submitted.</li> <li>▪ Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.</li> <li>▪ The Tenderer's attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.</li> <li>▪ The Tender has been submitted after the relevant closing date and time</li> <li>▪ Failure to complete and sign Form C1.1 Form of Offer and Acceptance</li> </ul>



Tenderer



Witness 1



Witness 2



Employer



Witness 1



Witness 2



	<ul style="list-style-type: none"> <li>▪ If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.</li> <li>▪ If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory</li> </ul>
	<p><b>Size of enterprise and current workload</b></p> <ul style="list-style-type: none"> <li>▪ Evaluation of the Tenderer's position in terms of:</li> <li>▪ Previous and expected current annual turnover</li> <li>▪ Current contractual obligations</li> <li>▪ Capacity to execute the contract</li> </ul>
	<p><b>Staffing profile</b></p> <p>Evaluation of the Tenderer's position in terms of:</p> <ul style="list-style-type: none"> <li>▪ Staff available for this contract being Tendered for</li> <li>▪ Qualifications and experience of key staff to be utilized on this contract.</li> </ul>
	<p><b>Proposed Key Personnel</b></p> <p>In this part of the tender, the Tenderer shall also supply Curriculum Vitae (CV's) for the Staff available named and working on full time basis for the Tenderer. The CV should follow the normal Professional Format as used by Professional Service Providers.</p> <p>Each CV should give at least the following:</p> <ul style="list-style-type: none"> <li>○ Position in the firm and within the organization of this assignment</li> <li>○ PDI status (describing population group, gender and disabilities)</li> <li>○ Educational qualifications</li> <li>○ Professional Registrations</li> <li>○ Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.</li> <li>○ Language proficiency and</li> <li>○ References (company name, individual name, position held, contact details)</li> </ul> <p>Much importance will be placed on the experience of the staff proposed. The Tender must ensure that, if selected, the nominated staff will be assigned as proposed. Failure to do so may result in the annulment of any acceptance of the Tenders' proposal and/ or Agreement entered into by the Client for the execution of the services</p>
	<p><b>Previous experience</b></p> <p>The procedure for the evaluation of responsive Bids will be on the average of the <b>three projects</b> where the firm was involved. Reference of clients other than NDM <b>MUST</b> be provided.</p> <p>The tenderer shall list in the appropriate Forms the appropriate related projects undertaken by the member firms of the tenderer within the last three (3) years.</p> <p>Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:</p> <ul style="list-style-type: none"> <li>▪ Experience in the relevant technical field</li> <li>▪ Experience of contracts of similar size</li> <li>▪ Some or all of the references will be contacted to obtain their input.</li> </ul>

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	The tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture related projects.								
	<p><b>Financial ability to execute the contract:</b></p> <p>Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:</p> <ul style="list-style-type: none"> <li>Contact the Tender's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.</li> </ul> <p>Audited financial statements for three (3) years in case the total cost of the project charged is above R10 Million.</p>								
	<p><b>Good standing with SA Revenue Services</b></p> <ul style="list-style-type: none"> <li>Determine whether a valid tax clearance certificate issued by SARS or Tax Compliance letter with a unique PIN in terms of the electronic Tax Compliance Status (TCS) system from SARS has been submitted.</li> </ul>								
	If the Tender does <b>not</b> meet the requirements contained in the NDM Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.								
	<p><b>Penalties</b></p> <p>The Nkangala District Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:</p> <ul style="list-style-type: none"> <li>Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.</li> <li>Impose a financial penalty at the discretion of Council</li> <li>Restrict the contractor, its shareholders and directors on obtaining any business from the Nkangala District Municipality for a period of 5 years</li> </ul>								
F.3.11.5	<p><b>Evaluation Method 4</b></p> <p>Which entails the balance between financial offer, preferences and Quality and 80-20 points system, will be adopted.</p>								
F.3.11.6	<p><b>Evaluation Criteria</b></p> <p>The Construction Firm's tender responsiveness in relation to points is therefore summarized as follows:</p> <table> <tr> <td>Organising and Staffing</td><td>50</td></tr> <tr> <td>Plant</td><td>15</td></tr> <tr> <td>Experience of Firm</td><td>25</td></tr> <tr> <td><b>Total</b></td><td><b>90</b></td></tr> </table>	Organising and Staffing	50	Plant	15	Experience of Firm	25	<b>Total</b>	<b>90</b>
Organising and Staffing	50								
Plant	15								
Experience of Firm	25								
<b>Total</b>	<b>90</b>								

**A firm must obtain a minimum of 50 points out of the 90 points above to be considered for price and BBB-EE evaluation.**

**Organising and Staffing (Maximum points obtainable 50)**

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**Project Manager / Team Leader: (Maximum Points obtainable 17)**

**Name:** .....

<b>Evaluation Criteria</b>	<b>Minimum Required</b>	<b>Elimination Factor</b>	<b>Points obtainable</b>	<b>Points Claimed</b>
Academic Qualifications	Below NQF 6 in Civil Engineering	Yes	0	
	National Diploma (NQF Level 6) in Civil Engineering	Yes	8	
<b>Sub-total</b>			<b>8</b>	
Experience of Team Leader in similar projects		<b>Elimination Factor</b>		
Involvement comparable projects (Technical)	0 - 1	Yes	0	
	2 - 3	No	3	
	4 - 7	No	6	
	8 and above	No	9	
<b>Sub-total</b>			<b>9</b>	
<b>Total</b>			<b>17</b>	

**Site Agent: (Maximum Points obtainable 13)**

**Name:** .....

<b>Evaluation Criteria</b>	<b>Minimum Required</b>	<b>Elimination Factor</b>	<b>Points obtainable</b>	<b>Points Claimed</b>
Academic Qualifications	N6 in Built Environment	Yes	5	
<b>Sub-total</b>			<b>5</b>	
Years of experience in similar projects	2 -4	No	6	
	5 and above	No	8	
<b>Sub-total</b>			<b>8</b>	
<b>Total</b>			<b>13</b>	

**Note: Should the Site Agent be the same as Project Manager zero points will be allocated.**

**Foreman: (Maximum Points obtainable 10)**

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Name: .....

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	N4 in Built Environment	No	5	
Sub-total			5	
Years of experience in similar projects	2-4	No	3	
	5 and above	No	5	
Sub-total			5	
Total			10	

**Note: Should the Foreman be the same as Team leader, Site Agent, zero points will be allocated.**

**Safety Officer: (Maximum Points obtainable 10)**

Name: .....

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	Occupational Health and Safety Certificate	Yes	5	
Sub-total			5	
Years of experience after qualification	2 and above	No	5	
Sub-total			5	
Total			10	

**Note: Should the Safety Officer be the same as Team leader, Site Agent, zero points will be allocated.**

ORGANISING AND STAFFING/PERSONNEL		
PERSONNEL	TOTAL	SCORES
Project Manager/Team Leader	17	
Site Agent	13	
Foreman	10	
Safety Officer	10	
<b>TOTAL</b>	<b>50</b>	

**PLANT (Maximum Points obtainable 15)**

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



It must be noted that a total points of 15 are obtainable by the Construction Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor **BUT** a zero point will be scored. Letter of intent or quotation from the lessor must be attached.

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable (Own)	Points obtainable (leased)	Points Claimed
Firm's plant and equipment – <b>Note:</b> Proof of ownership the firm's equipment must be attached and failure to do so will result in forfeiting the plant points	Firm's number of Excavators x1	No	5	3	
	Firm's number of TLBs x1	No	5	3	
	Firm's number of Tipper Trucks x 1	No	5	3	
<b>Sub-total</b>			<b>15</b>	<b>9</b>	
<b>Total</b>			<b>15</b>	<b>9</b>	

#### **EXPERIENCE OF FIRM (Maximum Points obtainable 25)**

**Note: Company's previous completed projects**

Provide proof of the company's previous completed projects which is in the form of verifiable appointment letters and completion certificates. If these are not provided, zero points will be allocated in that regard.

Evaluation Criteria	Evaluation Criteria	Elimination Factor	Points obtainable	Points Claimed
Company experience in terms of projects completed i.e. <b>Roads and Stormwater Projects.</b>	0-1 Projects	Yes	0	
	2 – 3 Projects	No	20	
	4 and Above	No	25	
<b>Sub-Total</b>			<b>25</b>	
<b>TOTAL</b>			<b>25</b>	

It must be noted that a total point of 25 are obtainable by the Construction Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor **BUT** a zero point will be scored.

**TOTAL SCORE: \_\_\_\_\_/90**

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**NKANGALA DISTRICT MUNICIPALITY**



**CONSTRUCTION OF PHUMULA STORMWATER DRAINAGE  
SYSTEM IN THEMBISILE HANI LOCAL MUNICIPALITY PHASE 2  
PROJECT No: 3392/17**

**RETURNABLE DOCUMENTS**

**Returnable Documents**

List of returnable documents

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## NKANGALA DISTRICT MUNICIPALITY



### T2.1 LIST OF RETURNABLE DOCUMENTS

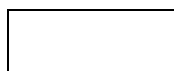
1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under contract condition 8.4 to terminate the contract.

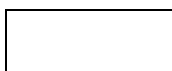
The Tenderer must complete the following returnable Schedules:

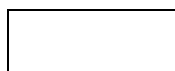
#### Returnable Schedules required for Tender evaluation purposes

COMPULSORY BID DOCUMENTS	
PART-A	INVITATION TO BID
PART-B	TERMS AND CONDITIONS FOR BIDDING
FORM-A2	COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES
FORM B	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM C	DECLARATION OF INTEREST
FORM D	AUTHORITY OF SIGNATORY
FORM E	DECLARATION OF GOOD STANDING REGARDING TAX
FORM F	FINANCIAL REFERENCES /TENDERER'S CREDIT RATING AND BANK DETAILS
FORM G	MUNICIPAL UTILITY ACCOUNT
FORM H	PREFERENCE SCHEDULE
FORM I	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS
FORM J	CERTIFICATE OF INDEPENDENT BID DETERMINATION
FORM K	DECLARATION TENDERER'S LITIGATION HISTORY
FORM L	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
FORM M	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
RETURNABLES FOR EVALUATION PURPOSES	
FORM N	TENDERER'S PROJECT STRUCTURE
FORM O	PROPOSED KEY PERSONNEL
FORM P	SCHEDULE OF PREVIOUS EXPERIENCE
FORM Q	SCHEDULE OF CURRENT PROJECTS
FORM R	SCHEDULE OF INFRASTRUCTURE AND RESOURCES
FORM S	SCHEDULE OF PROPOSED SUB CONTRACTORS
FORM T	RECORD OF ADDENDA TO TENDER DOCUMENTS

  
Tenderer

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2





# COMPULSORY BID DOCUMENTS

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT  <input type="checkbox"/> Yes  <input type="checkbox"/> No		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?  <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## 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)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

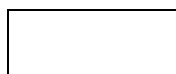
NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.  
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

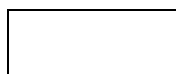
SIGNATURE OF BIDDER: .....

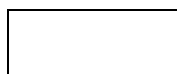
CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

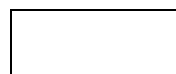
DATE: .....

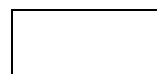
  
Tenderer

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



## FORM A2: COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES

In the case of a Joint Venture – Form “A2” needs to be completed

### SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

**RESOLUTION** of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_
7. \_\_\_\_\_  
\_\_\_\_\_
8. \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ (place)

On \_\_\_\_\_ (date)

--

Tenderer

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2



**RESOLVED that:**

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the NKANGALA DISTRICT MUNICIPALITY in respect of the following project:

Bid / Project Number: \_\_\_\_\_ {insert number}

A. Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: \_\_\_\_\_

C. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the municipality in respect of the project described under item A above.

D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.

E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.

F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the municipality in respect of the project under item A above:

Physical address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_ (code)

Fax number: \_\_\_\_\_ (code)

\_\_\_\_\_  
Tenderer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2



NO	NAME OF ENTITY	NAME OF REPRESENTATIVE	CAPACITY	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

*Note:*

1. \* Delete which is not applicable
2. **NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## **ATTACH THE FOLLOWING DOCUMENTS HERETO**

**1. For Closed Corporations**

- CK1 or CK2 as applicable (Founding Statement)
- Copies of the ID's of the Directors

**2. For Companies**

- A copy of the Certificate of Incorporation
- Copies of the ID's of the Directors, and
- the shareholders register

**3. For Joint Venture Agreements**

- Copy of the Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

**4. For Partnership**

- Copies of the ID's of the partners

**5. One person Business / Sole trader**

- Copy of ID

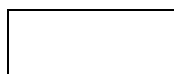
**6. Details of Tax Compliance Status from South African Revenue Service and SARS Pin Document**

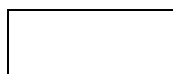
**7. Duly Signed and dated original or copy of Authority of Signatory on company Letterhead**

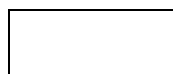
**8. B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (original or a certified copy issued by an approved body / accredited verification agency as prescribed by the National Treasury and the Department of Trade and Industry )**

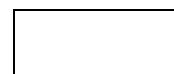
**9. Central Supplier Database [CSD] Summary**

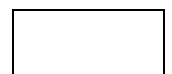
  
*Tenderer*

  
*Witness 1*

  
*Witness 2*

  
*Employer*

  
*Witness 1*

  
*Witness 2*



## FORM B: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

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

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2





4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**FORM C: DECLARATION OF INTEREST (MBD4)**

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 favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<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.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



<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**

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

.....

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

3.11.1 If yes, furnish particulars: .....

.....

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

3.12.1 If yes, furnish particulars: .....

.....

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

3.13.1 If yes, furnish particulars: .....

.....

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

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

.....

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

--

Tenderer

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2



FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

### DECLARATION

I, the undersigned (name): ..... certify that the information furnished is correct. I accept that the state may act against me in terms of paragraph 23 of the General Conditions of Contract should this declaration prove to be false.

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## FORM D: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name : .....

Contact number : .....

Office address : .....

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

### PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on (date) .....

Mr .....

has been duly authorized to sign all documents in connection with the Tender for Contract Number

.....and any Contract which may arise there from on

behalf of .....

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY .....

AS WITNESSES: 1. ....

2. ....

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## PRO-FORMA FOR JOINT VENTURES:

### Certificate of Authority for Joint Ventures

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms ..... authorised signatory of the company ....., 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
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....



--

Tenderer

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2



**ATTACH HERETO THE DULY SIGNED AND DATED A COPY OF AN  
AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD**

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**FORM E: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)**

**DETAILS OF TAX COMPLIANCE STATUS:**

TAXPAYER NAME	
TRADING NAME	
TAX REFERENCE NUMBER (S)	
VAT	
PIN	
EXPIRY DATE	

**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

1. In order to meet this requirement bidder are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*





## FORM F: FINANCIAL REFERENCES

### DETAILS OF TENDERERS BANKING INFORMATION

#### **Notes to tenderer:**

1. The tenderer shall attach to this form letter from the bank not older than three (3) months confirming the bank account and details. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

<b>BANK NAME:</b>									
<b>ACCOUNT NAME:</b> (e.g. ABC Civil Construction cc)									
<b>ACCOUNT TYPE:</b> (e.g. Savings, Cheque etc)									
<b>ACCOUNT NO:</b>									
<b>ADDRESS OF BANK:</b>									
<b>CONTACT PERSON:</b>									
<b>TEL. NO. OF BANK / CONTACT:</b>									
How long has this account been in existence:	<table border="1"><tr><td>0-6 months</td><td></td></tr><tr><td>7-12 months</td><td></td></tr><tr><td>13-24 months</td><td></td></tr><tr><td>More than 24 months</td><td></td></tr></table> (Tick which is appropriate)	0-6 months		7-12 months		13-24 months		More than 24 months	
0-6 months									
7-12 months									
13-24 months									
More than 24 months									

Name of Tenderer: .....

Date: .....

Signature: .....

Full name of signatory: .....

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**ATTACH HERETO A STAMPED COPY OF A LETTER FROM THE BANK TO  
THIS PAGE NOT OLDER THAN THREE (3) MONTHS**

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## FORM G: MUNICIPAL UTILITY ACCOUNT

### DECLARATION BY THE TENDERER

I the undersigned \_\_\_\_\_, has been duly

authorized to sign all documents with the Tender for Contract Number \_\_\_\_\_ on behalf of

\_\_\_\_\_ hereby make a declaration as follows:  
(referred to herein as "the Bidder")

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY

\_\_\_\_\_

IN HIS CAPACITY AS

\_\_\_\_\_

DATE

\_\_\_\_\_

FULL NAMES OF SIGNATORY

\_\_\_\_\_

UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER

\_\_\_\_\_  
Tenderer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2



**ATTACH AN ORIGINAL OR A COPY OF A MUNICIPAL UTILITY ACCOUNT (NOT OLDER THAN THREE (3) MONTHS)**

**Important: Note the following**

- List Account(s) registered either in the name(s) of the Director(s) or the Company on the declaration form attached hereto; or
- Attach a copy of lease agreement along with the utility account of the Landlord, whereby the company is leasing the property its operating from.

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**FORM H: PREFERENCE SCHEDULE (MBD 6.1)**

**MBD 6.1**

**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.**

**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 (all applicable taxes included); and

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 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. DEFINITIONS**

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- (c) **“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 or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- |    |   |                       |
|----|---|-----------------------|
| 1) | certificate issued by an authorized body or person; | B-BBEE Status level   |
| 2) | prescribed by the B-BBEE Codes of Good Practice;    | A sworn affidavit as  |
| 3) | prescribed in terms of the B-BBEE Act;              | Any other requirement |
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

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

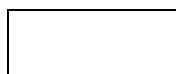
$P_t$  = Price of bid under consideration

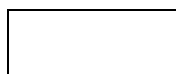
$P_{\min}$  = Price of lowest acceptable bid

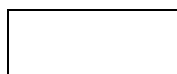
### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

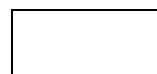
  
Tenderer

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



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

## 5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor. = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are military veterans	<input type="checkbox"/>	<input type="checkbox"/>
<b>OR</b>		
Any EME	<input type="checkbox"/>	<input type="checkbox"/>
Any QSE	<input type="checkbox"/>	<input type="checkbox"/>

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Tenderer

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Witness 1

--

Witness 2

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Employer

--

Witness 1

--

Witness 2



8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium  
☐ One person business/sole propriety  
☐ Close corporation  
☐ Company  
☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer  
☐ Supplier  
☐ Professional service provider  
☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 **MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;  
ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;  
iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;  
iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

.....  
*Tenderer*

.....  
*Witness 1*

.....  
*Witness 2*

.....  
*Employer*

.....  
*Witness 1*

.....  
*Witness 2*





- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

.....  
*Tenderer*

.....  
*Witness 1*

.....  
*Witness 2*

.....  
*Employer*

.....  
*Witness 1*

.....  
*Witness 2*



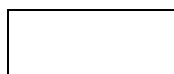
**ATTACH AN ORIGINAL OR A COPY OF B-BBEE STATUS VERIFICATION  
CERTIFICATE**

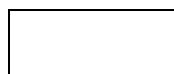
**NOTE THE FOLLOWING IN RESPECT OF B-BBEE CERTIFICATES:**

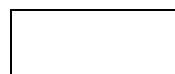
1. Certificates attached hereto should be those issued by approved verification agencies as directed by the National Treasury and the DTI ( Department of Trade and Industry)
2. Verification agencies should be approved by SANAS and Accounting Officers and Auditors should be approved in terms of the IRBA (Independent Regulatory Body for Auditors), and as prescribed by the Close Corporations Act for designation as an Accounting Officer
3. Certified copies of the B-BBEE certificate or sworn affidavit should be within the financial year of the issued bid or quotation.

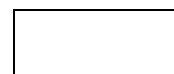
Further information in respect of the above is obtainable from the National treasury and DTI websites and the Preferential Procurement Regulations, 2017

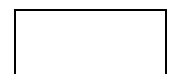
  
*Tenderer*

  
*Witness 1*

  
*Witness 2*

  
*Employer*

  
*Witness 1*

  
*Witness 2*



## FORM I:DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

### 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, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

#### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated 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> at no cost.**

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

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

ITEM NO.	Description of Services, Work or Goods	Quantity	Stipulated Minimum Thresholds
B12.07	Contract Nameboard (As per drawing)	1	100%
B12.36	<b>OHS ACT 1993: Health and Safety</b>		
	<b>Provision of Safety:</b>		
	Provision of embroidery branded PPE	40	100%
14.02	<b>Office Equipment:</b>		
	Tables (steel tables)	2	100%
14.04	<b>Car ports</b>		
	3m wide and 2,5m high at the offices and laboratory buildings	2	100%
21.08	<b>Pipes in subsurface drainage system</b>		
	UPVC 160mm diameter perforated	150	100%
22.10	<b>Steel Reinforcement:</b>		
	(a) Mild steel bars	0.3	100%
	b) High-tensile steel bars	0.3	100%
	(c) Welded steel fabric(REF 193)	487.60	100%
23.09	<b>LI Formwork to cast in situ concrete lining for open drains:</b>		
	To sides with formwork on both internal and external faces	38	100%
	To ends of slabs	20	100%

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

☐  
Tenderer

☐  
Witness 1

☐  
Witness 2

☐  
Employer

☐  
Witness 1

☐  
Witness 2



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

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

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

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Tenderer

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Witness 1

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Witness 2

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Employer

--

Witness 1

--

Witness 2



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

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

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

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

.....  
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](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:

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

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

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

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

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

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

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

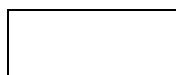
**DATE:** \_\_\_\_\_



Tenderer



Witness 1



Witness 2



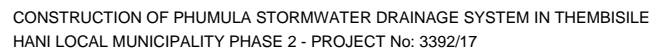
Employer



Witness 1



Witness 2



## Local Content Declaration - Summary Schedule

**Note: VAT to be excluded from all calculations**

[illegible]

Witness 2





(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content  
(C24) Total local content  
(C25) Average local content % of tender

Signature of tenderer from Annex B

Date:

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2





## ANNEXTURE D

### Imported Content Declaration - Supporting Schedule to Annex C

(D1)

Tender No.	
Tender description:	
Designated Products:	
Tender Authority:	
Tendering Entity name:	
Tender Exchange Rate:	

**Note:** VAT to be excluded from all calculations

(D2)

(D3)

(D4)

(D5)

(D6)

Pula

EU

R 9.00

GBP

R  
12.00

#### A. Exempted imported content

#### Calculation of imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

#### Summary

Tender Qty	Exempted imported value
(D17)	(D18)
(D19) Total exempt imported value	

This total must correspond with Annex C - C 21

#### B. Imported directly by the Tenderer

#### Calculation of imported content

#### Summary

--

Tenderer

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2



Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)

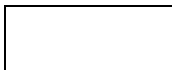
Tender Qty	Total imported value
(D30)	(D31)
(D32) Total imported value by tenderer	

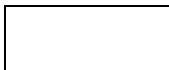
C. Imported by a 3rd party and supplied to the Tenderer

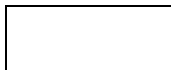
Calculation of imported content									
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)

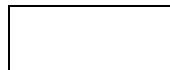
Summary	
Quantity imported	Total imported value
(D43)	(D44)
(D45) Total imported value by 3rd party	

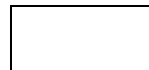
  
Tenderer

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



**D. Other foreign  
currency  
payments**

**Calculation of foreign  
currency payments**

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

Signature of tenderer from  
Annex B

Date: \_\_\_\_\_

**Summary of payments**

**Local value of  
payments**

(D51)

(D52) Total of foreign currency  
payments declared by tenderer and/or  
3rd party

(D53) Total of imported content &  
foreign currency payments - (D32),  
(D45) & (D52) above

**This total must correspond with Annex C - C 23**

\_\_\_\_\_

Tenderer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

\_\_\_\_\_

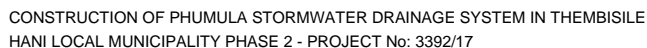
Employer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2



## Annexture E

## Local Content Declaration - Supporting Schedule to Annex C

**Note: VAT to be excluded from all calculations**

(E10)	<b>Manpower costs</b>	( Tenderer's manpower cost)	
(E11)	<b>Factory overheads</b>	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	<b>Administration overheads and mark-up</b>	(Marketing, insurance, financing, interest etc.)	
		<b>(E13) Total local content</b>	

Witness 2



**This total must correspond with Annex C - C24**

**Signature of tenderer from**  
**Annex B**

Date: \_\_\_\_\_

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*




**FORM J: 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 bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:


<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.


  
Tenderer

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<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;

\_\_\_\_\_  
Tenderer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2



- (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2





## FORM K: DECLARATION OF TENDERER'S LITIGATION HISTORY

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

YES

NO

If yes, furnish your details in table below.

**NB: It is compulsory for all bidders to sign this form**

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**FORM L: PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER**

*A Proof of good standing with Compensation Commissioner must be attached hereto*

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**FORM M: DECLARATION OF PROCUREMENT ABOVE R 10 MILLION (MBD5)**

For all procurement expected to exceed R10 million (all applicable taxes included), bidder must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing?

1.1. If yes, submit audited financial statements for the past three years or since the date of establishment if established during the past three years. **YES / NO**

.....  
.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipal for more than three months or any other service provider in respect of which payments is overdue for more than 30 days? **YES / NO**

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

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for then 30 days?

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

2.2 If yes, please provide particulars

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

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



.....  
...

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?  
**YES / NO**

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

3.1 If yes, furnish particulars

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

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion of payment from the municipality / /municipal entity is expected to be transferred out of the Republic?  
**YES / NO**

4.1 If yes, furnish particulars

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

### CERTIFICATION

**I, THE UNDERSIGNED (NAME)**

.....

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

**I ACCEPT THAT THE STE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE  
FALSE**

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*Tenderer*

--

*Witness 1*

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*Witness 2*

--

*Employer*

--

*Witness 1*

--

*Witness 2*

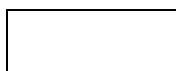


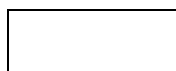
.....  
Signature

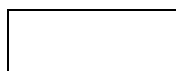
.....  
Date

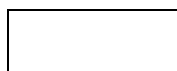
.....  
Position

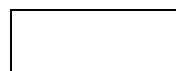
.....  
Name of Bidder

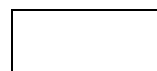
  
*Tenderer*

  
*Witness 1*

  
*Witness 2*

  
*Employer*

  
*Witness 1*

  
*Witness 2*



# RETURNABLES FOR EVALUATION PURPOSES

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*Tenderer*

--

*Witness 1*

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*Witness 2*

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*Employer*

--

*Witness 1*

--

*Witness 2*

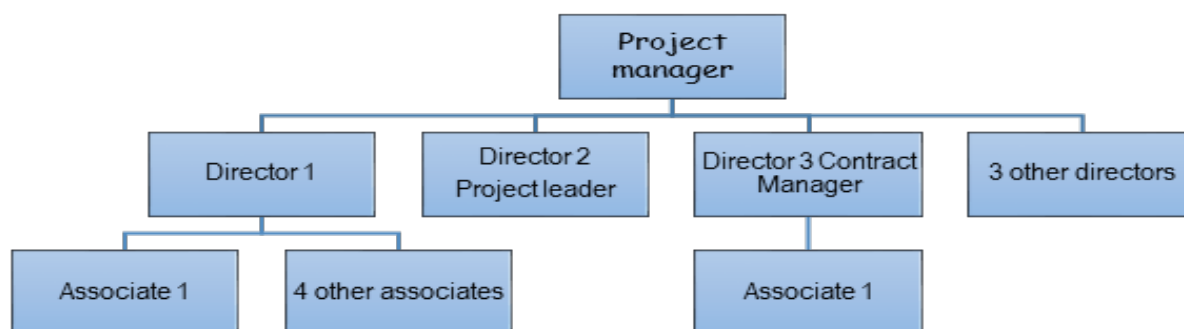


## FORM N: TENDERER'S PROJECT STRUCTURE

### Notes to tenderer:

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The tenderer must attach his own organogram to this form.
2. Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the key personnel within the structure must still be shown.
3. Joint Venture tenders will require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work. Joint Venture tenderers shall note that the share of work indicated will be used in the analysis of such a tenderers preference proposed on returnable form D1, and that if awarded the share of work shall become a contractual obligation between the members of the joint venture.
4. State the city or town where the company's head office is located. The locality of regional or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA
5. Registered professional engineers, technicians or technologists' means those who are involved in the built industry as well as allied fields such as environmental professionals. Registered professionals of other disciplines (e.g. Civil) are considered as employees only.

Head Office:	
Other Offices:	
Registered Professionals:	
Total Employees :	
%share in JV agreement	



SIGNED ON BEHALF OF THE TENDERER:.....

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Tenderer

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2



## FORM O: PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel whom he proposes to employ on the project should his Tender be accepted,

No	Name	Qualification	Designation for the project tendered for

Provide two paged CV of Each key Personnel to be used in this project.

Each CV should give at least the following:

- Position in the firm and within the organisation of this assignment
- PDI Status (describing population group, gender and disabilities)
- Proof of Educational qualifications
- Proof of Professional Registrations
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.
- Language proficiency and
- References (company name, individual name, position held, contact details)

***(Affix the CV's and Attachments in a form of a booklet to the following Page.)***

--

Tenderer

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2





**ATTACH CV'S OF KEY PERSONNEL TO THIS PAGE**

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



<b>F.3.11.6</b>	<b>Evaluation Criteria</b>
	The Construction Firm's tender responsiveness in relation to points is therefore summarized as follows:
	Organizing and Staffing 32
	Plant 15
	Experience of Firm 30
	<b>Total 77</b>

**A firm must obtain a minimum of 50 points out of the 77 points above to be considered for price and BBB-EE evaluation.**

**Organising and Staffing (Maximum points obtainable 32)**

**Project Manager / Team Leader: (Maximum Points obtainable 16)**

**Name: .....**

<b>Evaluation Criteria</b>	<b>Minimum Required</b>	<b>Elimination Factor</b>	<b>Points obtainable</b>	<b>Points Claimed</b>
Academic Qualifications	Below NQF 6 in Civil Engineering	Yes	0	
	National Diploma in Civil Engineering or NQF 6	Yes	6	
Professional Registration	Professional Registration with ECSA/SACPCMP	No	2	
<b>Sub-total</b>			<b>8</b>	
<b>Experience of Project Manager / Team Leader in similar projects</b>		<b>Elimination Factor</b>		
Involvement in comparable projects (Technical) (Note 2)	0-1	Yes	0	
	2 – 3	No	2	
	4 – 7	No	4	
	8 and above	No	8	
<b>Sub-total</b>			<b>8</b>	
<b>Total</b>			<b>16</b>	

**Tenderer**

**Witness 1**

**Witness 2**

**Employer**

**Witness 1**

**Witness 2**



**Site Agent:** (Maximum Points obtainable 12)

**Name:** .....

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	N4 in Civil Engineering	No	4	
<b>Sub-total</b>			<b>4</b>	
Years of experience in similar projects	2 -4	No	6	
	5 and above	No	8	
<b>Sub-total</b>			<b>8</b>	
<b>Total</b>			<b>12</b>	

**Note:** Should the Site Agent be the same as Contractor Manager zero points will be allocated.

**Safety Officer:** (Maximum Points obtainable 4)

**Name:** .....

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications	Occupational Health and Safety Certificate	Yes	2	
<b>Sub-total</b>			<b>2</b>	
Years of experience after qualification	2 and above	No	2	
<b>Sub-total</b>			<b>2</b>	
<b>Total</b>			<b>4</b>	

**Note:** Should the Safety Officer be the same as Team leader, Site Agent, zero points will be allocated.

ORGANISING AND STAFFING/PERSONNEL		
PERSONNEL	TOTAL	SCORES
Construction Manager/Team Leader	16	
Site Agent	12	
Safety Officer	4	

**Tenderer**

**Witness 1**

**Witness 2**

**Employer**

**Witness 1**

**Witness 2**



<b>TOTAL</b>	<b>32</b>	
--------------	-----------	--

#### **PLANT (Maximum Points obtainable 15)**

It must be noted that a total points of 15 are obtainable by the Construction Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor **BUT** a zero point will be scored. Letter of intent or quotation from the lessor must be attached.

<b>Evaluation Criteria</b>	<b>Minimum Required</b>	<b>Elimination Factor</b>	<b>Points obtainable (Own)</b>	<b>Points obtainable (leased)</b>	<b>Points Claimed</b>
Firm's plant and equipment – <b>Note:</b> Proof of ownership the firm's equipment must be attached and failure to do so will result in forfeiting the plant points	Firm's number of Graderx1	No	5	3	
	Firm's number of TLBs x1	No	5	3	
	Firm's number of Tipper Truck x1	No	5	3	
<b>Sub-total</b>			<b>15</b>	<b>9</b>	
<b>Total</b>			<b>15</b>	<b>9</b>	

#### **EXPERIENCE OF FIRM (Maximum Points obtainable 30)**

**Note: Company's previous completed projects**

Provide proof of the company's previous completed projects which is in the form of appointment letters and completion certificates (Not Testimonials). If these are not provided, zero points will be allocated in that regard.

<b>Evaluation Criteria</b>	<b>Evaluation Criteria</b>	<b>Elimination Factor</b>	<b>Points obtainable</b>	<b>Points Claimed</b>
Company experience in terms of projects completed for Civil Engineering (Roads and Stormwater) related projects.	0 Projects	Yes	0	
	1 – 3 Projects	Yes	20	
	4 and Above	No	30	
<b>Sub-Total</b>			<b>30</b>	
<b>TOTAL</b>			<b>30</b>	

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



It must be noted that a total point of 30 are obtainable by the Construction Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor **BUT** a zero point will be scored.

**TOTAL SCORE:** \_\_\_\_\_/90

--

*Tenderer*

--

*Witness 1*

--

*Witness 2*

--

*Employer*

--

*Witness 1*

--

*Witness 2*

**FORM P: SCHEDULE OF PREVIOUS EXPERIENCE**

The procedure for the evaluation of responsive Bids will be on the average of the **previous projects** where the firm was involved. Reference of clients **MUST** be provided.

**Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:**

- Experience in the relevant technical field
- Experience of contracts of similar size
- At least three of the references will be contacted to obtain their input.

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. **This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Period work executed		Reference		
		Appointment Date	Completion Date	Name	Organisation	Tel no

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**FORM Q: SCHEDULE OF CURRENT PROJECTS**

Provide the following information on current projects  
**This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Appointment Date	Expected Completion Date	Reference		
				Name	Organisation	Tel no

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM R: SCHEDULE OF INFRASTRUCTURE AND RESOURCES**

Provide information on the following:

**Infrastructure and resources available for this project:**

**1. Physical facilities and Buildings.**

Description	Address	Owned / leased

**2. Equipment**

Provide information on equipment and resources that you have available for this project.

(Include list of equipment relevant to the project and that will align to the evaluation criteria)


Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2





### 3. Vehicles

Provide information on vehicles that you have available for this project.

Description:	Number of units	Registration Number

### 4. Size of enterprise and current workload

What was your turnover in the previous financial year? -----

What is the estimated turnover for your current financial year? -----

---

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM S: SCHEDULE OF PROPOSED SUB-CONTRACTORS**

Are / Do you have sub-contractors?

**YES****NO**

If yes, complete the below

NAME OF SUB-CONTRACTOR	FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUB-CONTRACTOR

---

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM T: RECORD OF ADDENDA TO TENDER DOCUMENTS**

Was there an addendum issued?

YES

NO

If yes, fill or attached the communication that you received.

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

	Date	Title of Details

*\*An addendum is any communication issued by Nkangala District Municipality after the briefing session\**

---

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## NKANGALA DISTRICT MUNICIPALITY



### CONSTRUCTION OF PHUMULA STORMWATER DRAINAGE SYSTEM IN THEMBISILE HANI LOCAL MUNICIPALITY PHASE 2- PROJECT No: 3392/17

#### THE CONTRACT

#### THE CONTRACT

##### **Part C1: Agreements and Contract Data**

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Performance Guarantee

##### **Part C2: Pricing Data**

- C2.1 Pricing Instructions
- C2.2 Bill of quantities

##### **Part C3: Scope of Work**

- C3 Scope of Work

##### **Part C4 : Site Information**

- C4.1 Site Information

##### **Part C5 : Annexure**

- C5.2 Supply Chain Management Policy
- C5.2 Municipality Health and Safety Specification
- C5.3 Guidelines for the implementation of labour intensive infrastructure projects under EPWP.

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## NKANGALA DISTRICT MUNICIPALITY



### CONSTRUCTION OF PHUMULA STORMWATER DRAINAGE SYSTEM IN THEMBISILE HANI LOCAL MUNICIPALITY PHASE 2 - PROJECT No: 3392/17

#### AGREEMENTS AND CONTRACT DATA

##### Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Performance Guarantee

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## FORM C.1.1

## FORM OF OFFER AND ACCEPTANCE

### OFFER

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

### CONSTRUCTION OF PHUMULA STORMWATER DRAINAGE SYSTEM IN THEMBISILE HANI LOCAL MUNICIPALITY PHASE 2 -PROJECT NO: 3392/17

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

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

### THE SUB-TOTAL OF THE PRICES EXCLUSIVE OF VALUE ADDED TAX IS

.....

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

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

.....

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

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

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

For the Tenderer \_\_\_\_\_

(Name and address of organisation)

Name & Signature

Of Witness

\_\_\_\_\_

Name

\_\_\_\_\_

Date



Tenderer



Witness 1



Witness 2



Employer



Witness 1



Witness 2



## ACCEPTANCE

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

The terms of the contract are contained in:

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Additional Documentation

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

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

The 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.

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

For the Employer \_\_\_\_\_

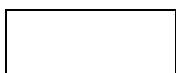
(Name and address of organisation)

Name & Signature

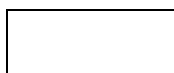
Of Witness \_\_\_\_\_

Name

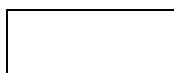
Date



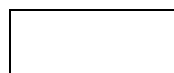
Tenderer



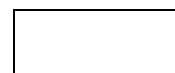
Witness 1



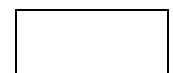
Witness 2



Employer



Witness 1



Witness 2



## SCHEDULE OF DEVIATIONS

### Notes:

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

1	<b>Subject</b> _____ Details _____
2	<b>Subject</b> _____ Details _____
3	<b>Subject</b> _____ Details _____
4	<b>Subject</b> _____ Details _____
5	<b>Subject</b> _____ Details _____
6	<b>Subject</b> _____ 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.

\_\_\_\_\_  
Tenderer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2





**FOR THE TENDERER:**

Signatures (s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
(Name and address of Organisation)

Name & Signature  
Of Witness \_\_\_\_\_ Date \_\_\_\_\_

**FOR THE EMPLOYER**

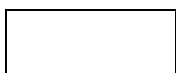
Signatures (s) \_\_\_\_\_

Name(s) \_\_\_\_\_

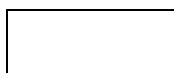
Capacity \_\_\_\_\_

\_\_\_\_\_  
(Name and address of Organisation)

Name & Signature  
Of Witness \_\_\_\_\_ Date \_\_\_\_\_



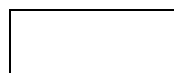
*Tenderer*



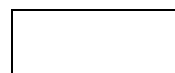
*Witness 1*



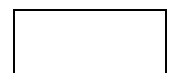
*Witness 2*



*Employer*



*Witness 1*



*Witness 2*



**C1.2 CONTRACT DATA**

**1.**

**GENERAL CONDITION OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015)  
PRO FORMA  
CONTRACT DATA**

**CONTRACT DATA FOR CONSTRUCTION OF PHUMULA STORMWATER DRAINAGE SYSTEM IN THEMBISILE  
HANI LOCAL MUNICIPALITY PHASE 2 - PROJECT NO:3392/17**

**PART 1: DATA PROVIDED BY THE EMPLOYER**

**CONDITIONS OF CONTRACT**

The General Conditions of Contract for Construction Works, Third Edition (2015) published by the South African Institute of Civil Engineering, Private Bag X200, Halfway House, 1685 is applicable to this Contract and is obtainable from [www.saice.org.za](http://www.saice.org.za).

**CONTRACT SPECIFICATION DATA**

The following contract specification data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015) are applicable to this contract:

Clause	Data
1.1.1.5	The "commencement date" means the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect.
1.1.1.13	The Defects Liability Period for the Works shall be 365 days.
1.1.1.14	The time for achieving Practical Completion is <b>6 Months</b>
1.1.1.15	The Name of the Employer is <b>Nkangala District Municipality</b>  The NDM General Manager Technical Services is <b>Mr D.J.D Mahlangu</b>
1.1.1.16	The Employer's Agent is Sejagobe <b>Consulting Engineers</b> represented by <b>Mr Dan Masekela</b>
1.1.1.26	The pricing strategy is Re-measurement Contract.
1.2.1	Add the following to the clause:  1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.  1.2.1.4 Posted to the Contractor's address, and delivered by the postal authorities.  1.2.1.5 Delivered by a courier service, and signed for by the recipient or his representative.
1.2.1.2	The employer's address for receipt of communication is: <b>P O Box 437</b> <b>2A Walter Sisulu Street</b> <b>Middelburg 1050</b> <b>Telephone: 013 249 2000</b> <b>Facsimile: 013 249 2145</b>

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



	<p>The address and telephone number of the Employer's Agent is:</p> <p><b>Messrs Sejagobe Engineers</b>  <b>41 McDonald Avenue</b>  <b>Polokwane 0699</b>  <b>Telephone: 083 562 7429</b>  <b>Facsimile: 086 514 7458</b></p>
1.3.5	<p>Add the following new Clause:</p> <p>The copyright in all documents, drawings and records (prepared by the Employer's Agent) related in any manner to the Works shall vest in the Employer or the Employer's Agent or both (according to the dictates of the Contract that has been entered into by the Employer's Agent and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.</p>
3.2.3	<p>The Employer's Agent is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <p>3.2.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions.</p> <p>3.2.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the evaluation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11.</p> <p>3.1.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.</p>
4.1.2	<p>Add the following to the clause:</p> <p>4.1.2.1 The Contractor shall provide the following to the Employer's Agent for retention by the Employer or his assignee in respect of all works designed by the Contractor: a Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.1.2.2 Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.1.2.3 Design calculations should the Employer's Agent request a copy thereof.</p> <p>4.1.2.4 Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Employer's Agent to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>4.1.2.5 "As-Built" drawings in DXF electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design of the Temporary Works.</p>
4.3.3	<p>Add the following new clause:</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p>

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	<p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.</p> <p>The Contractor shall submit an approved Health and Safety Plan to the Employer's Agent within 14 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.</p>
4.3.4	<p>Add the following new clause:</p> <p><b>Contractor's liability as mandatory</b></p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p>
4.3.5	<p>Add the following new clause:</p> <p><b>Contractor to notify Employer</b></p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p>
4.3.6	<p>Add the following new clause:</p> <p><b>Contractor's Designer</b></p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p>
4.3.7	<p>Add the following new clause:</p> <p>The Ministerial Determination 4, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No 949 of 22 October 2010, as appended to these Contract Data as Annexure, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p>
4.10.3	<p>Add the following new clause:</p> <p>The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.</p>
5.3.1	<p>Add the following:</p> <p>The documentation required before commencement with Works Execution are:</p> <ul style="list-style-type: none"> <li>• Health and Safety Plan (Refer to Clause 4.3)</li> <li>• Initial Programme (Refer to Clause 5.6)</li> <li>• A detailed cashflow forecast (Refer to Clause 5.6.2.6)</li> <li>• Security (Refer to Clause 6.2)</li> <li>• Insurance (Refer to Clause 8.6)</li> </ul>
5.3.2	<p>Add the following:</p>

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope or Works and/or Site information.
5.6.1	<p>Add the following to the clause:</p> <p>In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings.</p>
5.7.1	<p>Delete the last paragraph of the clause and replace with the following:</p> <p>No such instruction by the Employer's Agent to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined.</p>
5.8.1	<p>The non-working days are Sundays.</p> <p>Special non-working days shall be all South African Statutory holidays and the official building holidays (which commences on <b>15 December</b> and ends on <b>08 January</b>).</p>
5.12.3	<p>Delete the contents of the clause and insert the following:</p> <p>If an extension of time is granted, other than an extension resulting from abnormal rainfall in terms of Clause 5.12.5, the Contractor shall be paid such additional time-related General Items as are appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned.</p>
5.12.5	<p>Add the following new clause:</p> <p><b>Extension of time due to Abnormal Rainfall</b></p> <p>Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula:</p> $V = (N_w - N_n) + (R_w - R_n)/20$ <p>Where:</p> <p>(i) <b>V = Extension of time in calendar days for the calendar month under consideration</b></p> <p>N<sub>w</sub> = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded</p> <p>R<sub>w</sub> = Actual total rainfall in mm recorded during the calendar month under consideration</p> <p>N<sub>n</sub> = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter</p> <p>R<sub>n</sub> = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter</p> <p>Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N<sub>n</sub>, then V shall be taken as being equal to minus N<sub>n</sub>. The total extension of time to be granted shall be the algebraic sum</p>

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	<p>of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.</p> <p>Rainfall records for the period of construction shall be taken on Site. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Employer's Agent or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Employer's Agent Representative. Access to the measuring gauge(s) shall at all times be under the Employer's Agent's control.</p>
5.13.	<p>Delete the contents of the clause and insert the following:</p> <p>5.13.1 If the Contractor fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 5.14.2 to receive a Certificate of Practical Completion for the Works, then the Contractor shall be liable to the Employer for the sum(s) stated below as (a) penalty(ies) for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and the actual Date of Practical Completion of the Works or of the specific portion.</p> <p>The penalty for delay shall be: <b>R2000-00</b> per day.</p> <p>5.13.2 If before the issue of a Certificate of Practical Completion for the whole of the Works, or for any specific portion thereof that is identified in the Scope of Works, any further part of the Works has been:</p> <p>5.13.2.1 certified as complete in terms of a Certificate of Practical Completion; or</p> <p>5.13.2.2 occupied or used by the Employer, his agents, employees or other contractors (not being employed by the Contractor);</p> <p>Then the appropriate penalty for delay referred to in Clause 5.13.1 above shall be reduced by the amount which is determined by the Employer's Agent to be appropriate under the circumstances.</p> <p>5.13.3 The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p> <p>5.13.4 All penalties for which the Contractor becomes liable in terms of Clause 5.13.1 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor.</p> <p>5.13.5 The imposition of any penalties in terms of Clause 5.13.1 shall not limit the right of the Employer's Agent to act in terms of Clause 9.2.</p>
5.13.4	<p>Add the following new Clause:</p> <p>If the Contractor shall, without the prior written permission of the Employer's Agent, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract:</p> <ul style="list-style-type: none"> <li>fail to execute such portions of the Works, or any parts thereof, utilizing labour intensive construction methods strictly in accordance with the provisions of the Contract; or</li> <li>utilize in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or</li> <li>utilize in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract;</li> </ul>

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	<p>then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance.</p> <p>The penalty for non-compliance is: 15% of the value of Works specified.</p> <p>The imposition of penalties in terms of this clause shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p>
6.1.1	<p>Add the following to the clause:</p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p>
6.2.1	<p>Add the following to this Clause:</p> <p>The amount of the guarantee will be 10% of the Contract Price (including Value Added Tax) at the time that the Agreement comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Pro Forma Form of Guarantee bound into the General Conditions of Contract is replaced by the Form of Guarantee (Deed of Suretyship) which is included in Part C1.3 of this document.</p> <p>This approval or otherwise shall be based upon legal opinion to be provided by the Employer's Agent.</p>
6.8.2	<p>The application of a Contract Price Adjustment factor will not apply to this Contract. "Refer to Contract Price Adjustment Schedule for details".</p>
6.8.3	<p>Price Adjustments for variations in the cost of special materials will be allowed. "The Contractor will be required to provide full details in Part 2 of the Contract Data".</p>
6.8.4	<p>In line 8 delete the words "between the Employer and the Contractor".</p>
6.10.1.5	<p>The percentage advance on materials not yet built into the Permanent Works is 80%.</p>
6.10.3	<p>The percentage retention is 10%. The Limit of Retention Money is 10% of the Contract Price at the time of the Agreement made in terms of the Form of Offer and Acceptance coming into effect.</p>
6.10.4	<p>In line 4 delete the word "said" and insert the word "correct".</p>
6.10.9	<p>Replace the first sentence of the clause with the following:</p> <p>Within 14 days after the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Employer's Agent a final statement claiming final statement of all moneys due to him for additional work ordered by the Employer's Agent after the Certificate of Completion date (save in respect of matters in dispute, in terms of Clause 10.3, and not yet resolved) plus the remainder of retention monies (subject to Clause 6.10.3) retained by the Employer.</p>
6.11.1.3	<p>Delete "15 %" and replace it with "25%".</p>
10.5.3	<p>The number of Adjudication Board Members to be appointed is 1 (One).</p>

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



CONTRACT PRICE ADJUSTMENT SCHEDULE	
Clause	Contract Data
1.1	The application of a Contract Price Adjustment factor will not apply to this Contract.

**Part 2: Data Provided by the Contractor**

Clause	Contract Data												
1.1.1.9	<p>The name of the Contractor is:</p> <hr/> <hr/>												
1.2.1.2	<p>The address of the Contractor is:</p> <hr/> <hr/>												
6.2.1	<p>The security to be provided by the Contractor shall be one of the following:</p> <table border="1"> <thead> <tr> <th>Type of Security</th><th>Contractor's choice. Indicate "Yes" or "No"</th></tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the Contract Sum (Incl. VAT).</td><td></td></tr> <tr> <td>Performance guarantee of 10 % of the Contract Sum (Incl. VAT).</td><td></td></tr> <tr> <td>Retention of 10% of the value of the Works (Incl. VAT).</td><td></td></tr> <tr> <td>Cash deposit of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).</td><td></td></tr> <tr> <td>Performance guarantee of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).</td><td></td></tr> </tbody> </table>	Type of Security	Contractor's choice. Indicate "Yes" or "No"	Cash deposit of 10% of the Contract Sum (Incl. VAT).		Performance guarantee of 10 % of the Contract Sum (Incl. VAT).		Retention of 10% of the value of the Works (Incl. VAT).		Cash deposit of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).		Performance guarantee of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).	
Type of Security	Contractor's choice. Indicate "Yes" or "No"												
Cash deposit of 10% of the Contract Sum (Incl. VAT).													
Performance guarantee of 10 % of the Contract Sum (Incl. VAT).													
Retention of 10% of the value of the Works (Incl. VAT).													
Cash deposit of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).													
Performance guarantee of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).													

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*





### C1.3 PERFORMANCE GUARANTEE

(Not to be completed at tender stage)

#### 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 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:

--

*Tenderer*

--

*Witness 1*

--

*Witness 2*

--

*Employer*

--

*Witness 1*

--

*Witness 2*



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 amounts 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 Guarantee hereby acknowledge 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 suretyship.

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 payments 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:

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 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 Contractor 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 provision 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 purpose in connection herewith.
- 3.10. The 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.

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



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 purpose 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' Court 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 Court,

Signed at : \_\_\_\_\_

Date : \_\_\_\_\_

Guarantor's signatory (1) \_\_\_\_\_

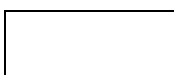
Capacity \_\_\_\_\_

Guarantor's signatory (2) \_\_\_\_\_

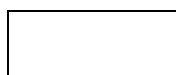
Capacity \_\_\_\_\_

Witness signatory (1) \_\_\_\_\_

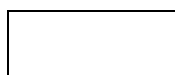
Witness signatory (2) \_\_\_\_\_



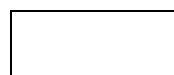
*Tenderer*



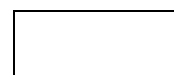
*Witness 1*



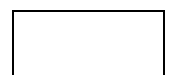
*Witness 2*



*Employer*



*Witness 1*



*Witness 2*



## RETENTION MONEY GUARANTEE (Not to be completed at tender stage)

In accordance with clause 6.2.1 of General Conditions of Contract, 3rd Edition 2015

Contract No: -----

Description of Contract: -----

### GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: ----- (Please put name of firm)

Physical address: -----

Postal address: -----

Tel:-----

Fax: -----

"Employer" means: **NKANGALA DISTRICT MUNICIPALITY**

"Contractor" means: ----- (Please put name of firm)

"Guarantee sum" means: 10% of the contract amount

"**Employer's Agent**" means: -----

"**Works**" means: Permanent works together with temporary works

"**Site**" means: The land and other places, made available by the Employer for the purpose of the contract, on under over in or through which the works are to be executed or carried out.

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

"**Contract Sum**" means: The accepted amount inclusive for tax of R-----

Amount in words: -----

"**Expiry Date**" This Guarantee shall expire upon the issue of the **Final Completion Certificate** issued by NKANGALA DISTRICT MUNICIPALITY signed by the Director of EMPLOYER'S AGENTING Services, as such date is advised to the Guarantor in writing confirmed by the Employer.

### CONTRACT DETAILS

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

### RETENTION GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



2. Expiry Date" This Guarantee shall expire upon the issue of the final completion certificate issued by NKANGALA DISTRICT MUNICIPALITY signed by the Director of EMPLOYER'S AGENTING Services, as such date is advised to the Guarantor in writing confirmed by the Employer  
The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on the Certificate of the works has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1. Any reference in this performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;
  - 3.2 . Its obligation under this Retention Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1. A copy of a first written demand issues by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent and/ or Employer 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 4.2;
  - 4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address and / or postal address with a copy to the Contractor stating that period of seven (7) days has elapsed since the first written demand terms of 4.1 and the sum certificate has still not been paid;
  - 4.3. A copy of the aforesaid payment certificate which entails the Employer to receive payment in terms of the Contract sum in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address and/ or postal address calling up this Performance Guarantee, such demand stating that:
  - 5.1. The contractor has been terminated due to the Contractor's default and this Retention Guarantee is called up in terms of 5; or
  - 5.2. A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Retention Guarantee is called up in terms of 5; and
  - 5.3. The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional /final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the guarantor.
8. Payment by Guarantor in terms of 5 will only be made against the return of the original Retention Guarantee by the Employer.
9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from his Retention Guarantee on account alleged to be prejudicial to the Guarantor.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



10. The Guarantor chooses the physical address and postal address as stated above for the service of all notices for all purposes in connection herewith.
11. This Retention Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after on claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Retention Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Retention Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Court 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.

Sign at -----

Date -----

Guarantor's signatory (1) -----

Capacity -----

Guarantor's signatory (2) -----

Capacity -----

Witness signatory (1) -----

Witness signatory (2) -----

Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2



## C.2.1 PRICING INSTRUCTIONS

1. All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
2. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
3. The total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.
4. The Schedule of Activities and the Bills of Quantities comprises items covering the service provider's profit and costs of general liabilities and includes costs of all services.
5. **All rates and amounts must be completed by hand in black Ink.**
6. The schedule items covering the service provider's profit or general liabilities and the construction of temporary and permanent risk.
7. Although the tenderer is at liberty to insert a rate at his own choice for each item in the schedule, his attention is drawn to the fact that the employer has the right, under various circumstances, to payment for additional work carried out and that the Employer's Agent is obliged to base his assessment and the payment to be paid for such additional work on the rates inserted in the schedule by the tenderer.
8. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to be the employer for the work described under several items. The prices shall be exclusive of Value Added Tax (VAT). Such prices shall cover all costs and expenses that may be required in and for the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the document on which the tender is based.
9. In the event of the tenderer failing to price any item it will be construed that the tenderer has made adequate allowance under other items for all labour, material and costs required, for the exclusion, not only for the quantum of work covered by the unpriced item, but also for any increase in the said quantum which may have to be undertaken during the course of the contract.
10. For the purposes of this Schedule of Activities and Bills of Quantities, the following words shall have the meanings hereby assigned to them:
  - Unit: The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.
  - Quantity (Qty): The number of units of work/service provision for each item.
  - Rate: The payment per unit of work/provision of services 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 schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2





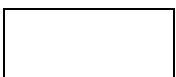
## NKANGALA DISTRICT MUNICIPALITY

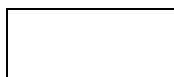


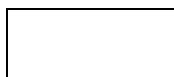
### CONSTRUCTION OF PHUMULA STORMWATER DRAINAGE SYSTEM IN THEMBISILE HANI LOCAL MUNICIPALITY PHASE 2- PROJECT No: 3392/17

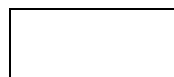
#### BILL OF QUANTITIES

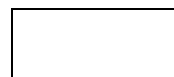
#### C2.2 BILL OF QUANTITIES

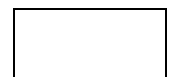
  
Tenderer

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>1200</b>	<b>GENERAL REQUIREMENTS AND PROVISIONS</b>				
<b>B12.03</b>	Relocation and/or protection of services (a) Allow a provisional sum for existing services to be relocated/or protected as ordered by the engineer	Prov Sum	1.0	35 000.00	35 000.00
<b>B12.04</b>	(d) Handling cost and profit in respect of sub-item B12.04(a) <b>Provision for a Community Liaison Officer</b> (a) Provisional sum for the payment of the Community Liaison Officer (b) Handling costs and profit in respect of sub-item B12.01(a) <b>Contractor's time related obligations in respect the Occupational Health and Safety Act and construction Regulations.</b>	%	35 000.00		
		Prov. Sum	1.0	36 000.00	36 000.00
		%	36 000.00		
<b>B12.07</b>	Contract Nameboard (As per drawing)	No	1		
	<b>Training</b> (a) Provision of generic training. (b) Handling costs and Profit in respect of sub-item B 12.35(a)	Prov. Sum	1	50 000.00	50 000.00
		%	50 000.00		
<b>B12.36</b>	<b>OHS ACT 1993: Health and Safety</b> (a) Contractor's initial obligations in respect of the OHS Act and Construction regulation (b) Contractor's time related obligations in respect of the OHS Act and Construction regulations including Audits. (c) Provision of Full-time Health and Safety Officer (d) Provision of embroidery branded PPE (e) Submission of Health and Safety File	Sum	1.0		
		Month	6.0		
		Month	6.0		
		No	40		
		Prov. Sum	1.0	10 000.00	10 000.00

Tenderer

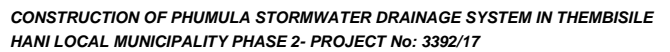
Witness 1

Witness 2

Employer

Witness 1

Witness 2



Handling costs and profit in respect of sub-item B12.36(e)

%

10 000.00

**TOTAL CARRIED FORWARD**

ITEM

### DESCRIPTION

UNIT

**QUANTITY****RATE****AMOUNT**

---

***Tenderer***

**Witness 1**

**Witness 2**

**Employer**

**Witness 1**

---

**Witness 2**



NO					
B13.01	<p><b><u>SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</u></b></p> <p><b>The Contractor's general obligations:</b></p> <p>(a) Fixed obligations</p> <p>(b) Value-related obligations</p> <p>(c) Time-related obligations</p> <p><u>NB</u> The combined total tendered for subitems (a), (b) and (c) shall not exceed 15% of the Tender Sum.</p>	<p>Lump sum</p> <p>Lump sum</p> <p>month</p>	<p>1.0</p> <p>1.0</p> <p>6.0</p>		
1300	<b>TOTAL CARRIED TO SUMMARY</b>				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
<i>Tenderer</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>



NO					
	<b><u>SECTION 1400: HOUSING, OFFICES AND LABORATORIES</u></b> <b><u>FOR THE ENGINEER'S SITE PERSONNEL</u></b>				
<b>14.01</b>	<b>Office and laboratory accommodation:</b>				
	(a) Offices (interior floor space only)	m <sup>2</sup>	20		
	(b) Ablution units	m <sup>2</sup>	3.0		
	(c) Stores	m <sup>2</sup>	15		
<b>14.02</b>	<b>Office and laboratory furniture:</b>				
	(a) Chairs (plastic)	number	14		
	(b) Tables(steel tables)	number	2.0		
<b>14.03</b>	<b>Office and laboratory fittings, installations and equipment:</b>				
	(a) Items measured by number:				
	i) 220/250 volt power points	No	2.0		
	ii) Hand wash basins complete with taps drains	No	2.0		
	(iii) Fire extinguishers, 9,0 kg all purpose dry powder type, complete, mounted on wall with brackets	No	2.0		
1400	Carried forward				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
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Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



NO					
	Brought forward				
14.04	(b) Prime-cost items and items paid for in a lump sum:  (vi) Car ports 3m wide and 2,5m high at the offices and laboratory buildings	No	2.0		
	<b>TOTAL CARRIED FORWARD</b>				

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought forward				
14.06	Prefabricated houses	number			Rate only
14.07	Rented, hotel and other accommodation:				
	(a) Provisional Sum for providing rented housing, hotel or other accommodation	Prov. Sum	1.0	60 000.00	60 000.00
	(b) Handling costs and profit in respect of subitem 14.07(a)	%	R 60 000.00		
14.08	Services:				
	(a) Services at offices and laboratories:				
	(i) Fixed costs	Sum	1.0		
	(ii) Running costs	Month	6.0		
	(b) Services for prefabricated houses:				
	(i) Fixed costs	Sum	1.0		Rate only
	(ii) Running costs	Month	6.0		Rate only
1400	TOTAL CARRIED TO SUMMARY				

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM NO	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B15.01		<b><u>SECTION 1500: ACCOMMODATION OF TRAFFIC</u></b>				
		<b>Accommodation of traffic and maintaining temporary Deviations</b>	km	1,5		
		(j) Traffic cones (750mm)	No	30.00		
		(n) Other Traffic control measures ordered by the Employer				
		(i) Provision of other traffic control measures	Prov Sum	1.00	20 000.00	20 000.00
		(ii) Contractor's handling charges and profit	%	20 000.00		
1500		<b>TOTAL CARRIED TO SUMMARY</b>				

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2





ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
17.01	<b>SECTION 1700: CLEARING AND GRUBBING</b> <b>Clearing and grubbing</b>	ha	2.0		
17.02L	<b>Removal and grubbing of large tress and tree stumps</b>				
	a) Girth exceeding 1m up to and including 2m	No	2.0		
	b) Girth exceeding 2m up to and including 3m	No			Rate Only
17.03L	Re-clearing of surface ( on the written instructions of the Engineer only)	Ha			Rate Only
17.04L	Clearing and grubbing at inlets and outlets of hydraulic structures	m <sup>2</sup>	30.0		
17.05L	Cleaning out of hydraulic structures				
	(a) Pipes with an internal diameter up to and including 750 mm	m <sup>3</sup>	8.0		
1700	<b>TOTAL CARRIED TO SUMMARY</b>				

Tenderer

Witness 1

Witness 2

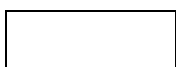
Employer

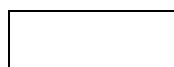
Witness 1

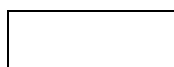
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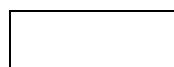


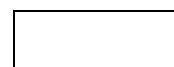
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B21.01	LI	<p><b><u>SECTION 2100: DRAINS</u></b></p> <p>-</p> <p><b>Excavation for open drains:</b></p> <p>(a) Excavating soft material situated within the following depth ranges below the surface level:</p> <p>(i) 0 m up to 1,5 m m<sup>3</sup> 51.5 Rate only</p> <p>(ii) exceeding 1,5 m and up to 3.0m m<sup>3</sup> 12.9 Rate only</p> <p>Excavating intermediate material situated within the following depth ranges below the surface level:</p> <p>(b) (i) 0m up to 1,5m m<sup>3</sup> 25.7</p> <p>(ii) Exceeding 1,5m and up to 3,0m m<sup>3</sup> 6.4 Rate only</p> <p>c) Extra over subitem 21.01(a) for excavation in hard material, irrespective of depth m<sup>3</sup> 12.9</p>				
21.02	LI	<b>Clearing and shaping existing open drains</b>	m <sup>3</sup>	80.0		Rate only
21.03	LI	<p><b>Excavation for subsoil drain</b></p> <p>a) Excavating soft material situated within the following depth ranges below the surface level:</p> <p>(i) 0m up to 1,0m m<sup>3</sup> 90.0 Rate only</p> <p>(ii) 1.0m up to 2.0m m<sup>3</sup> 45</p> <p>b) Extra over subitem 21.03(a) for excavation in hard material, irrespective of depth m<sup>3</sup> 22.5</p>				
21.04		Impermeable backfilling to subsoil drainage system	m <sup>3</sup>	54		

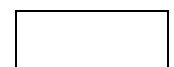
  
Tenderer

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



21.06	LI	<b>Natural permeable material in subsoil drainage system (Crushed stone);</b> b) Crushed stone obtained from commercial sources (No- overhaul)  i) Fine grade stone (13,2mm nominal size aggregate) ii) Coarse grade stone (19mm nominal size)	m <sup>3</sup> m <sup>3</sup>	18.0 57.6		
21.07	L	<b>Natural permeable material in subsoil drainage system (Sand)</b>  b) Sand from commercial sources (No-overhaul)	m <sup>3</sup>	31.5		
21.08	LI	<b>Pipes in subsurface drainage system:</b>  b) Unplasticized PVC pipes and fittings, normal duty, complete with couplings  i) 160mm diameter, perforated	m	150.0		
21.10	L	<b>Synthetic-fibre filter fabric:</b>  a) Non-woven needle punched type; b) Bidim Grade A4" or approved equivalent	m <sup>3</sup>	270.0		
21.12		Concrete outlet structures, manholeboxes, junction boxes and cleaning eyes for subsoil	No	1.0		
21.13	LI	Concrete Caps	No	1.0		
2100		<b>CARRIED TO SUMMARY</b>				

Tenderer

Witness 1

Witness 2

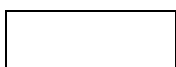
Employer

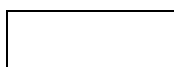
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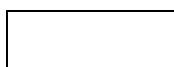
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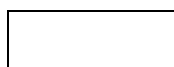


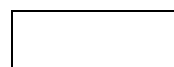
ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
22.01	<b><u>SECTION 2200:</u></b>				
	<b><u>PREFABRICATED CULVERTS</u></b>				
	<b><u>Excavation</u></b>				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0 m up to 1.5 m	m <sup>3</sup>	162.0		Rate only
22.02	(ii) Exceeding 1,5 m and up to 3,0 m	m <sup>3</sup>	54.0		Rate only
	(b) Extra over subitem 22.01(a) for excavation in hard material, irrespective of depth	m <sup>3</sup>	107.6		Rate only
	<b><u>Backfilling:</u></b>				
	(a) Using the excavated material	m <sup>3</sup>	117.0		Rate only
	(b) Using imported selected material	m <sup>3</sup>			Rate only
22.03	(c) Extra over subitems 22.02(a) and (b) for soil cement backfilling, 5% cement:				Rate only
	i) With 3% Cement	m <sup>3</sup>	25.0		
	ii) With 5% Cement				
	<b><u>Concrete pipe culverts</u></b>				
	(b) On class B bedding				
22.05	(i) 600mm pipe culverts	No			Rate only
	(ii) 900mm diameter pipe culverts	m	90.0		Rate only
	<b><u>Portal and rectangular culverts:</u></b>				
	(b) <u>Without prefabricated floor slabs:</u>				
	(i) Portal culverts 600mm x 600mm Class 100S RP Culverts	m	6.00		Rate Only
22.00	(ii) 1200mm x 1200mm Class 100S RP Culverts	m			Rate Only
	<b>CARRIED FORWARD</b>				

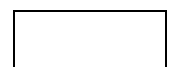
  
Tenderer

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>						
22.07	LI	<p>-</p> <p><b>Cast in situ concrete and formwork</b></p> <p>a) In class A bedding, screeds and the encasing for pipes, including formwork</p> <p>i) <b>Class 15/19</b></p> <p>ii) <b>Class 30/38</b></p> <p>-</p> <p>(b) In floor slabs for portal and rectangular culverts including formwork, joints and class U2 surface finish.</p> <p>l) <b>Class 25/19</b></p> <p>(c) In inlet and outlet structures, skewed ends, catchpits, manholes, floors, thrust and anchor blocks, excluding formwork but including class U2 surface finish(Grade 25MPa):</p> <p>a) <b>Class 25/19</b></p> <p>(d) Formwork of concrete under subitem 22.07(c) above:</p> <p>(i) Vertical formwork for F1 surface finish</p> <p>(ii) Vertical formwork for F2 surface finish</p> <p>iii) Horizontal formwork for F2 surface finish</p> <p>Concrete Access slabs (150mm)</p> <p>a) <b>Class 25/19</b></p>	<p>m<sup>3</sup></p> <p>m<sup>3</sup></p> <p>m<sup>3</sup></p> <p>m<sup>3</sup></p> <p>m<sup>2</sup></p> <p>m<sup>2</sup></p> <p>m<sup>2</sup></p> <p>m<sup>3</sup></p> <p>m<sup>3</sup></p>	<p>1.98</p> <p>15.00</p> <p>17.3</p> <p>16.8</p> <p>4.5</p> <p>23.5</p> <p>5.80</p>		<p>Rate only</p> <p>Rate only</p> <p>Rate only</p> <p>Rate only</p> <p>Rate only</p>
22.08	LI	<b>Concrete backfill for culverts</b>	m <sup>3</sup>	5.80		Rate only
22.10		<b>Steel reinforcement</b>				
		(a) Mild steel bars	t	0.3		Rate only
		b) High-tensile steel bars	t	0.3		
		(c) Welded steel fabric(REF 193)	kg	487.60		

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<b>BROUGHT FORWARD</b>				
		-				

**Witness 2**



22.25		Overhaul on excavated material carted to spoil, backfill material (but excluding Portland cement in the case of soil cement), existing structures demolished and removed to spoil, and removing and relaying, and removing and stacking existing prefabricated culverts, for haul in excess of the free-haul distance	m <sup>3</sup> .km	120.0		Rate only
2200		TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
<i>Tenderer</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>



<b>2300</b>	<b><u>SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS</u></b>				
<b>23.01</b>	<b>Concrete kerbing:</b>  Cast in-situ kerbing (b) Prefabricated semi-mountable kerb, SABS fig 8C, as shown on the Drawings	m			Rate only
<b>23.06</b>	<b>Inlet, outlet, transitions and similar structures ( measured by components)</b>  (a) Concrete ( Class 30/19): i) In transition and outlet structures  ii) Energy breaker blocks b) Formwork: l) Class F1 surface finish c) Class U2 surface finish to cast in situ concrete	m <sup>3</sup>  No  m <sup>2</sup> m <sup>2</sup>	  4		Rate only   Rate only
<b>23.07</b>	<b>Trimming of excavations for Concrete lining for open drains:</b>  (a) In soft material b) In Hard material	m <sup>2</sup> m <sup>2</sup>	171,5 86,0		
<b>23.08</b>	<b>Concrete linings for open drains:</b>  a) Cast in situ concrete lining Class 20/19 i) Type F drain ii) Concrete Drift  <b>Class U2 surface finish to cast insitu concrete</b>  i) Type F drain ii) Concrete drift	m <sup>3</sup> m <sup>3</sup>  m <sup>2</sup> m <sup>2</sup>	 23,5  120		Rate only
<b>23.09</b>	<b>Formwork to cast in situ concrete lining for open drains (class F2 surface finish):</b> a) To sides with formwork on both internal face and external b) To end of slabs	m <sup>2</sup> m <sup>2</sup>	38 20		
	CARRIED FORWARD				

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Tenderer	Witness 1	Witness 2	Employer	Witness 1	Witness 2	





NO						
31.00		<b><u>SECTION 3100: BORROW MATERIALS</u></b>				
31.01		<u>Excess overburden</u>	m <sup>3</sup>	1 500.00		
31.02	LI	Excess overburden in borrow pits for obtaining crushed stone for pavement layers				
		-				
		(a) Overburden in soft or intermediate excavation	m <sup>3</sup>			
		(b) overburden in hard rock excavation	m <sup>3</sup>			
31.03		<b>Finishing-off borrow areas in;</b>				
		(a) hard material	ha	1.0		
		(b) Intermediate material	ha	0.5		
		c)Soft material	ha	0.5		
3100	<b>TOTAL SECTION 3100 CARRIED FORWARD TO SUMMARY</b>					

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
33.01		<b><u>SECTION 3300: MASS EARTHWORKS</u></b>				
		<b>Cut and borrow to fill, including free-haul up to 0,5 km:</b>				
		(a)Material in compacted layer thicknesses of 200 mm and less:				
		(i)Compacted to 93% of modified AASHTO density	m <sup>3</sup>	913.5		
33.04		<b>Cut to spoil, including free-haul up to 0,5 km. Material obtained from:</b>				
		(a)Soft excavation	m <sup>3</sup>	1827.00		
		(b)Intermediate excavation	m <sup>3</sup>	828.50		
		(c)Hard Excavation	m <sup>3</sup>	561.30		
		(d)Boulder excavation Class A	m <sup>3</sup>	20.00		
		(e)Boulder Excavation Class B	m <sup>3</sup>			
33.05		Overbreak in hard and boulder Class A excavation	m <sup>2</sup>			Rate only
33.10		Roadbed preparation and the compaction of material:				
		b)Compaction to 93% of modified AASHTO density	m <sup>3</sup>			
		c)Compaction of sand roadbed to 95% of modified AASHTO density	m <sup>3</sup>			
33.11		Three-roller passes compaction;				
		a)Vibratory roller	m <sup>2</sup>			
		c)Grid roller	m <sup>2</sup>			
33.12		In-situ treatment of roadbed;				
		a)In situ treatment by ripping	m <sup>3</sup>			
33/16.01		Overhaul on material hauled in excess of a free-haul distance of 0.5km, for haul up to or through 1.0km (restricted overhaul)	m <sup>3</sup>			
33/16.02		Overhaul on material hauled in excess of 1.0km (ordinary overhaul)	m <sup>3</sup> -km	9 650.30		
3300		<b>CARRIED TO SUMMARY</b>				

Tenderer

Witness 1

Witness 2


Employer


Witness 1


Witness 2





ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
34.01	<p><b><u>SECTION 3400 :PAVEMENT LAYERS OF GRAVEL MATERIAL</u></b></p> <p><b>Pavement layers constructed from gravel taken from cut or borrow including free-haul up to 1,0 km:</b></p> <p>(a) Gravel selected layer compacted to:</p> <p>(i) 93% of modified AASHTO density for a compacted layer thickness of 150 mm</p> <p>(b) Gravel subbase (unstabilized gravel) compacted to:</p> <p>(i) 95% of modified AASHTO density for a compacted layer thickness of 150 mm</p> <p>(e) Gravel base (chemically stabilized material) compacted to:</p> <p>(i) 98% of modified AASHTO density for a compacted layer thickness of 150 mm</p> <p>(ii) 98% of modified AASHTO density for a compacted layer thickness of 150 mm</p> <p>g) Gravel shoulder compacted to:</p> <p>i) 93% of modified AASHTO density (compacted layer thickness 150mm)</p> <p><b>33/16.01</b> Overhaul on material hauled in excess of a free-haul distance of 0.5km, for haul up to or through 1.0km (restricted overhaul)</p> <p><b>33/16.02</b> Overhaul on material hauled in excess of 1.0km (ordinary overhaul)</p>	<p>m<sup>3</sup></p> <p>m<sup>3</sup></p> <p>m<sup>3</sup></p> <p>m<sup>3</sup></p> <p>m<sup>3</sup></p> <p>m<sup>3</sup></p> <p>m<sup>3</sup></p> <p>m<sup>3</sup></p> <p>m<sup>3</sup>-km</p>	<p></p> <p>913.50</p> <p></p> <p>848.30</p> <p></p> <p>130.5</p> <p>913.50</p> <p>5 285.30</p>		Rate only
3400	CARRIED FORWARD				


  
Tenderer

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2



ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
35.01	LI	<b>SECTION 3500: STABILIZATION</b>  Chemical stabilization(in 125mm thick layer) extra over unstabilized compacted layers(C4 subbase)				
35.02		Chemical stabilizing agent:  (a) (PPC cem. 42.5N) Ordinary portland cement. b) Dustex c) Roadtreat d) Lime Stabilization  Profit on item 35.02	t l l Prov. Sum %	39.00 2 800.00 2 800.00 1.0 80 000.00	80 000.00	80 000.00
5100	LI	<b>Pitching, Stonework and Protection against erosion.</b>				
51.01L		Stone Pitching  (a) Grouted stone pitching on a concrete bed iii) 200mm thickness	m <sup>2</sup>	1510,8		
		b) Wired and grouted stone pitching	m <sup>2</sup>	1510.8		
51.07	L	Foundation trenches	m <sup>3</sup>	643.50		
3500		<b>TOTAL SECTION 3500 CARRIED FORWARD TO SUMMARY</b>				

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
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Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



NO						
8100		<b>Testing materials and workmanship</b>				
81.02		Other special tests requested by the Engineer	Prov.Sum	1.0	50 000.00	50 000.00
		Handling cost and profit in respect of sub-item D4.1(b) above	%	50 000.00		
5200		<b>TOTAL CARRIED TO SUMMARY</b>				

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## SUMMARY OF SCHEDULES

1200	General requirements and provisions	
1300	Contractor's establishment on site and general obligations	
1400	Housing, Offices and laboratories for the engineer's site personnel	
1500	Accommodation of traffic	
1700	Clearing and grubbing	
2100	Drains	
2200	Prefabricated culverts	
2300	Concrete kerbing, concrete channelling, chutes and downpipes,etc	
3100	Borrow materials	
3300	Mass earthworks	
3400	Pavement layers of gravel material	
3500	Stabilisation	
5100	Pitching, Stonework and Protection against erosion	
8100	Testing material and workmanship	
<b>SUB TOTAL 1 FOR CONSTRUCTION COST</b>		
<b>ADD CONTINGENCIES (10%)</b>		
<b>SUB TOTAL 2</b>		
ADD VAT (15%)		
<b>TOTAL CONSTRUCTION AMOUNT</b>		

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## NKANGALA DISTRICT MUNICIPALITY



### CONSTRUCTION OF PHUMULA STORMWATER DRAINAGE SYSTEM IN THEMBISILE HANI LOCAL MUNICIPALITY PHASE 2- PROJECT No: 3392/17

#### SCOPE OF WORK

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## DESCRIPTION OF THE SCOPE OF WORKS

### 1.1 Employer's objectives

*The objective of the Employer is to construct Stormwater control systems for Phumula residence.*

### 1.2 Overview of the works

The road is in the Phumula area and the area comprises of both pavement and gravel road.

### 1.3 Extent of the works

The works entails the following:

Phumula Ward 12 and Ward 23

- Road Re-gravelling of about 1120m of the existing to direct water into the open channel,
- Construction of stone pitching side drains 870m,
- Construction of 150m of subsurface drainage,
- Culvert of about 0,6x0,6m
- Installing of 90mx0,9m concrete pipes and Headwalls.
- Construction of 200mm thick gravel base compacted to 95% Mod AASHTO.
- Installation of stormwater pipes
- Construction access slabs
- Upgrading and repairing of existing stormwater structures.
- Cleaning and clearing of inlets and outlets of culverts.

### 1.4 Location of the works

The area is in Phumula Village in Thembsile Hani Local Municipality

## 2 Drawings

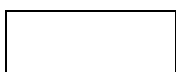
The following drawings are attached to the document:

- General Layout Plan
- Storm water catchment areas
- Sections 1 – 17
- Precast portal culvert installation details
- Culvert and drain schedules
- Precast Portal culvert base slab details
- Surface drainage details
- Subsurface drainage details
- Street plan and long section for section 1 - 17

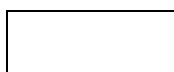
## 3 Procurement

### 3.1 Preferential procurement procedures

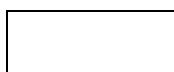
The works shall be executed in accordance with the Preferential Procurement Policy Framework Act and Preferential Procurement Regulation 2011.



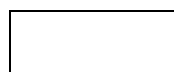
Tenderer



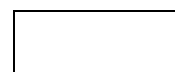
Witness 1



Witness 2



Employer



Witness 1



Witness 2





## NKANGALA DISTRICT MUNICIPALITY



### CONSTRUCTION OF PHUMULA STORMWATER DRAINAGE SYSTEM IN THEMBISILE HANI LOCAL MUNICIPALITY PHASE 2- PROJECT No: 3392/17

#### C4 SITE INFORMATION

#### PART C4: SITE INFORMATION

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

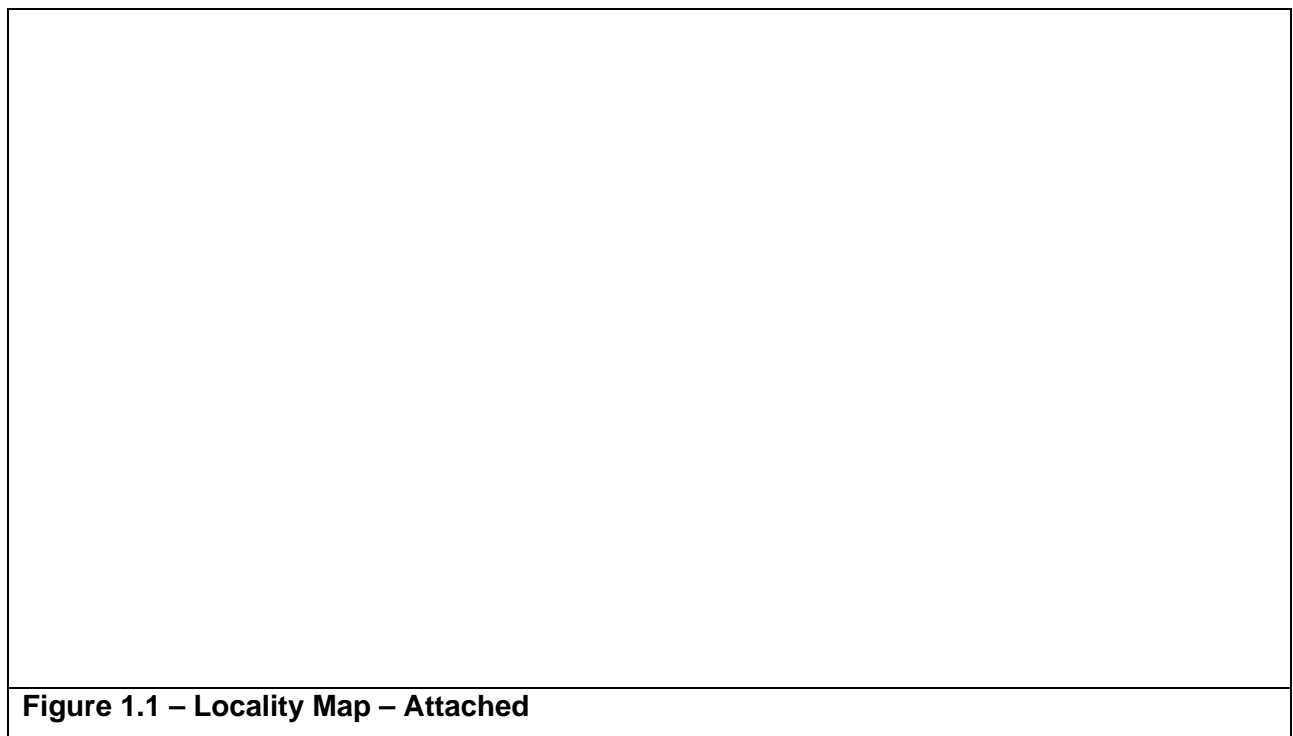


#### C4.1: LOCALITY PLAN

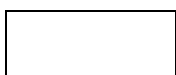
The project is located in **Phumula**, under Thembisile Local Municipality in the Mpumalanga Province.

**Table1: GPS coordinates for proposed project**

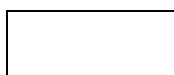
Description	Longitude	Latitude
S	25°20'44,77	25°20'35,42
E	28°50'03,62	28°50'08,19



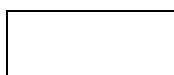
**Figure 1.1 – Locality Map – Attached**



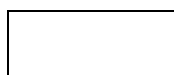
*Tenderer*



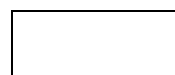
*Witness 1*



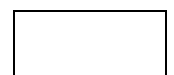
*Witness 2*



*Employer*



*Witness 1*



*Witness 2*



**Figure 1.2 – Phumula Stormwater**

**NKANGALA DISTRICT MUNICIPALITY**

**C5: ANNEXURES**

**C5.1 LIST OF BID DRAWINGS**

The next list shows the bid drawings as bound into this volume as “Part C5.2: Bid Drawings.”

<b><i>DRAWING DESCRIPTION</i></b>	<b><i>DRAWING NO.</i></b>
Details Drawings	Dr 17 to Dr 27
Drainage Layout Plan -Sections	

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## NKANGALA DISTRICT MUNICIPALITY

### C5.2 BID DRAWINGS ( Attached to the Tender Document)

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



## NKANGALA DISTRICT MUNICIPALITY



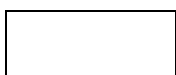
### CONSTRUCTION OF PHUMULA STORMWATER DRAINAGE SYSTEM IN THEMBISILE HANI LOCAL MUNICIPALITY - PROJECT No: 3392/17

#### ADDITIONAL RELEVANT DOCUMENTS

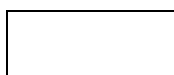
#### Part C4 : Additional Relevant Documents

The following documents are attached hereto and form part of the Contract:

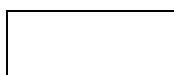
- (i) Nkangala District Municipality Supply Chain Management Policy;
- (ii) Nkangala District Municipality Health and Safety Specification.
- (iii) Guidelines for implementation of labour intensive infrastructure projects under the EPWP



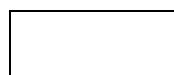
*Tenderer*



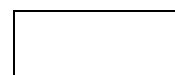
*Witness 1*



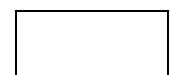
*Witness 2*



*Employer*



*Witness 1*



*Witness 2*