

# NGQUSHWA LOCAL MUNICIPALITY



**PROJECT NAME: CONSTRUCTION OF NYATYORA COMMUNITY HALL**

**BID No: 8/2/109/2020-2021**

**BIDDER:**

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**CLOSING DATE: 24 SEPTEMBER 2020 @ 11:00 AM**

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**TENDER AMOUNT:**

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**PREPARED BY:**

NGQUSHWA MUNICIPALITY  
ERF 313  
CORNER N2 AND R345  
**PEDDIE**  
5640

Tel: 040 673 3095  
Fax: 040 673 3771  
Website: [ngqushwamun.gov.za](http://ngqushwamun.gov.za)

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**NOTE:** A single volume approach adopted for Standard Headings and Sequencing of Documents

# **PART T1: BIDDING PROCEDURES**



**BID NOTICE  
INVITATION TO TENDER**

Bids are hereby invited from suitably qualified and experienced Contractors for the implementation of the following MIG funded projects within Ngqushwa Municipal jurisdiction:

The compulsory briefing session will be held at Technical services boardroom at Ngqushwa Municipality at 10:00 am sharp.

<b>Bid No:</b>	<b>CIDB GRADING</b>	<b>Description</b>	<b>Closing Date</b>	<b>Compulsory briefing session at Technical Services Boardroom and Site visit</b>
8/2/109/2020-2021	3GB or Higher	Construction of Nyatyora Community Hall	<b>25 September 2020 @ 11h00</b>	<b>10 September 2020 @ 10h00</b>

Bid documents will be available as from **date of Site inspection** at the **Cashier's office in Ngqushwa Municipality, Erf 313, Main Road, Peddie** between 08H00 – 16H30 upon payment of a **non-refundable fee of R350**. Payment must either be cash or a bank guaranteed cheque payable to Ngqushwa Municipality.

Completed sealed bid documents, addressed to the Municipal Manager and marked with **“Description of the project and the bid number”** must be deposited in the Bid box situated at Ngqushwa Municipal offices Erf 313, Main Street, Peddie, not later than **the above mentioned dates @ 11H00**.

**Preferential Procurement Policy Framework ACT No 5 2000 and the regulations thereto (2017)**

<b>EVALUATION</b>	<b>CRITERIA</b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE</b>	<b>20</b>
<b>TOTAL</b>	<b>100</b>

Bidders must take note that a Pre-Qualification Evaluation (Functionality Criterion) will be undertaken as follows:

- Experience & Qualification of Project Team (attach proof) -20
- Seven similar Projects completed with completion certificate -70
- Methodology- 10

**The bids will be evaluated on the basis of the Preferential Procurement Policy Framework ACT No 5 2000 and the regulations thereto (2017) as well the Ngqushwa Local Municipality's Supply Chain Management Policy**

**The bids will be evaluated in two stages:**

- Stage 1 Pre-qualification evaluation (Functionality)
- Stage 2 Price and BBB EE Points

**PLEASE NOTE:**

A minimum score of 80 points out of 100 must be scored for Functionality. Bidders, who do not obtain the minimum score for functionality, will not be considered for further evaluation.

**SUPPLIERS/SERVICE PROVIDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:**

- [a] The Ngqushwa Local Municipality Supply Chain Management Policy will apply;
  - [b] The Ngqushwa Local Municipality does not bind itself to accept the lowest Bidder or any other Bid and reserves the right to accept the whole or part of the BID;
  - [c] Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, may not be accepted.
  - [d] Price(s) must be valid for at least ninety (90) days from date of bid closing.
  - [e] Priced bids must be firm and must be inclusive of VAT.
  - [f] Submit original valid tax clearance certificate or proof of pin from SARS failure will result in a tender deemed non-responsive
  - [d] Proof of registration with Central Supplier Database (CSD) must be attached
  - [h] Submit Original B-BBEE Certificate or certified dated copy of BEE failure to submit will lead to the bidder to losing points allocated for BEE
  - [i] Submit Certified copy/s of IDs, CK certificate must be attached.
  - (j) Joint Ventures/Consortium must provide a JV agreement signed by all parties to an agreement.
  - (k) Use of Tippex will render the bid non-responsive. Failure to do so will result in disqualification
- (i) Must provide a Municipal Levy Clearance Certificate/Municipal account of not older than three months from a municipality where the entity operates (lease agreements and sworn statements / affidavits are also accepted). Failure to do so will result in disqualification.
- (m) All pages must be initialled and signed where required. Declarations pages must be fully completed And be signed. Failure to do so will result in disqualification.

**ZZ SIWUNDLA  
ACTING MUNICIPAL MANAGER**

## INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NGQUSHWA LOCAL MUNICIPALITY

BID NUMBER: 8/2/109/2020-2021 CLOSING DATE: 24 SEPTEMBER 2020 CLOSING TIME: 11H00

DESCRIPTION: CONSTRUCTION OF NYATYORA COMMUNITY HALL

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**The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).**

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BID DOCUMENTS MAY BE POSTED TO:

Ngqushwa Local Municipality  
Erf 313 Main Street  
Peddie

OR

DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)

Ngqushwa Local Municipality  
P.O. Box 539  
Peddie  
5640

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is open between 8H00 to 16H30 during week days.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE JOINT BUILDING CONTRACTS COMMITTEE (JBCC: 2014) AND GENERAL CONDITION OF CONTRACT (GCC: 2015), IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)**

**THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAM OF BIDDER .....

POSTAL ADDRESS  
.....

STREET ADDRESS  
.....

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER.....

FACSIMILE NUMBER CODE .....NUMBER.....

E-MAIL ADDRESS  
.....

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2) YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS).

A REGISTERED AUDITOR   
(Tick applicable box)

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE  
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED? YES/NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER .....

DATE .....

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

TOTAL BID PRICE.....TOTAL NUMBER OF ITEMS OFFERED.....

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**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Municipality / Municipal Entity:** Ngqushwa Local Municipality  
**Department:** Supply Chain Management  
**Contact Person:** Mr A Dlula  
**Tel:** 040 673 3095  
**Fax:** 040 673 3771  
**Email address:** [adlula@ngqushwamun.gov.za](mailto:adlula@ngqushwamun.gov.za)

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

**Department:** Technical Services  
**Contact Person:** Ms Kholiswa Nogaga  
**Tel:** 040 673 3098  
**Fax:** 040 673 3771  
**Email address:** [knogaga@ngqushwamun.gov.za](mailto:knogaga@ngqushwamun.gov.za)



## **NOTES TO TENDERERS**

### 1. REPRESENTATIVE/AGENT

Ms K Nogaga shall be the Client's Representative in all matters pertaining to this Contract.

### 2. CLIENT'S REPRESENTATIVE ADDRESS

Ms Kholiswa Nogaga  
Ngqushwa Municipality  
P.O. Box 539  
Peddie  
5640

Telephone : (040)-673 3098  
Fax : (040)-673 3771  
Email : [knogaga@ngqushwamun.gov.za](mailto:knogaga@ngqushwamun.gov.za)

### 3. BILLS OF QUANTITIES

These bills of quantities contain pages numbered as indicated in the Index and the Tender is required to check the same.

Should any page be found to be missing, or in duplicate or if any reproduction is indistinct, or if any ambiguity arises as to the meaning of any item or description, or if these Bills of Quantities contain any obvious errors, then the Tender must immediately inform the Principal Agent and have some rectified or explained, as the case maybe. No claim will afterwards be considered where the Tender has failed to comply with these instructions.

No alteration, erasure, amendment or note is to be made in the text of these Bills of Quantities and should any alteration, erasure, amendment or note to be made by the Tenderer it will not be recognized, but these Bills of Quantities are prepared by Quantity Surveyor will be adhered to .

These Bills of Quantities have been prepared in accordance with the 6<sup>th</sup> Edition of the Standard System of Measuring Builders Work issued by the Association of South African quantity Surveyors with minor amendments and all adjustments and variations arising out of performance of Works will be re-measured on the basis of these Bills of Quantities.

### 4. CONTRACT DOCUMENT

The Conditions of Contract applicable to this tender maybe viewed at the offices of the Clients Representative during normal office hours.

The Tenderers are advised to examine the document and make themselves thoroughly acquainted with the nature and requirements of the work, s no claim for extra payment in this connection will be entertained. Should any parts of the document not be clearly intelligible to the Tenderer, he must, before submitting his tender, obtain clarification from the Clients Representative.

#### 5. STANDARD TRADE PREAMABLES

The Model Preambles for Trades are recommended and published by the Association of South African Quantity Surveyors are applicable to all work to be done under this contract. Copies of which are available from the Association of South African Quantity Surveyors, Telephone (011) 3154140 or viewed at the offices of the Quantity Surveyors.

The Standard Preambles and Descriptions of Materials and Workmanship to all Trades included with these Bills of Quantities are to be read in conjunction with the Model Preambles and where any preambles are to apply.

#### 6. SCOPE OF CONTRACT

The work in these Bills of Quantities compromises the execution of the following work:

- Construction of a New Community Hall 22m by 11m
- Erection two plastic water tanks
- Fencing of the property
- Construction of Ablution facilities (Male and Female)
- Paving of the walk-way
- Electrification of the building.

#### 7. LOCATION

The community hall is located in the Ngqushwa Municipal Area at Makhahlane Village.

#### 8. BUILDER'S CONTRACT GUARANTEE

The Contractor shall deposit with the Ngqushwa Municipality a sum equal to 5(Five) percent of the total amount of the Contract as security for due performance of Contract, which deposit shall become the absolute property of the Employer in the event of the Contractor failing duly and punctually to perform, fulfil and abide by all the terms and conditions imposed upon him under this contract, without prejudice to the right of the Employer to compel payment by the Contractor of any loss, damage and expense over and above the said amount of the Contract ,to which the Employer may have been put, by the reason of the Contractor's failure as aforesaid, but otherwise shall be held by the Employer until issue of the Practical Completion Certificate of the Principal Agent, and will the, subject to the aforesaid provisions, be paid over to the Contractor or his representative after deduction of any sum or sums which may be due to the Employer by the Contractor under this Contract or otherwise.

Should the Contractor elect not to deposit with the Ngqushwa Municipality a cash or a bank transfer or a bank guarantee in terms of the foregoing he shall provide an approved Suretyship Bond by an approved Insurance or Indemnity Company to the value of the applicable percentage of the value of the Contract for the due fulfilment and completion of the Contract, such as Suretyship Bond to remain in full force and effect until issue of the Practical Completion Certificate by the Principal Agent. It shall be an express condition of such Suretyship Bond that the benefit of "excussion" shall be specifically renounced by the Insurance or Indemnity Company.

The Contractor shall indicate on the Form of Tender which of the above sureties he proposes to furnish.

## 9. CONTRACT QUALIFICATION

Contractors are to complete the Condensed Procurement policy attached to the Form of Tender. Failure to do so will result in their tender being disqualified. Tenderers will not be required to pre-qualify, but the following conditions must be met in order to qualify to tender.

- (i) Registered Company and/or other form of legal standing must be declared on form provided.
- (ii) The tender must have an office base in the Amathole District Municipality's area of jurisdiction with exception made in the case of major contracts.
- (iii) The tender must be registered as a levy payer with Amathole District Municipality.
- (iv) A current Certificate of Good Standing in respect of ADM levies, obtainable from the Finance Department, to be attached to the tender.
- (v) Income Tax Reference number to be declared on form provided.
- (vi) Vat registration number to be declared on form provided.
- (vii) A current SARS certificate in respect of Income Tax and VAT to be attached to tender.
- (viii) The Declaration of Interest must be completed.
- (ix) The tender document is to be completed in all respects in black ink.
- (x) Tenders must be submitted on original tender documents
- (xi) Tender documents must remain intact no portion may be detached.
- (xii) The tender checklist must be completed.

## 10. ADJUDICATION USING A POINT SYSTEM

Responsive tenders shall be adjudicated by the Employer using a system which awards points on the basis of:

- (i) Functional Assessment
- (ii) The tender price
- (iii) Preference

## 11. VALUE ADDED TAX

All tenders submitted will be taken as being inclusive of any Value Added Tax and or import duty. Any variation to the mentioned taxes will only be recoverable on the basis of proven costs. No claims for double taxations will be accepted.

## 12. PROOF OF PAYMENT OF VALUE ADDED TAX OR ANY APPLICABLE IMPORT DUTY

The Tenderer is to provide proof that he and all his Sub-Contractors are registered at the Receiver of Revenue for Vat or any applicable import duty purposes and will submit all names of Sub-Contractors to the Employer. All this information will be submitted by Employer to the Receiver of Revenue.

## 13. USE OF BUILDING MATERIALS MANUFACTURED IN THE EASTERN CAPE PROVINCE

Preference shall be given to materials produced or manufactured within the boundaries of the Eastern Cape Province provided that:

- (a) Materials comply in all respects to the requirements of the SABS specifications.
- (b) Availability will not hinder the progress of the works.
- (c) The price of such materials is competitive with those elsewhere available of the same specification.
- (d) The Client's Representative to have final jurisdiction with regard to the decision on local materials.
- (e) No additional costs will be claimed for the use of such materials.

## 14. SABS SPECIFICATIONS

All references in these Provisional Bills of Quantities to Specification of the Bureau of standards shall be deemed to be reference to the latest issues of such specifications and any subsequent amendments thereto. All articles, materials or items described as to conform to the SABS Specifications must bear the SABS mark.

## 15. TRADE NAMES

Tenderers are advised that their prices for articles described by trade names or catalogue references must be based on the type and manufacture specified in these Bills of Quantities.

Where articles other than of the manufacture specified are used, an adjustment of the prices will be made and Variation Orders issued to cover these adjustments.

Substitution will be strictly subject to the Clients Representative approval.

## 16. DRAWINGS

The contract drawings are available for perusal at the offices of the Clients Representative.

## 17. WORKMEN'S COMPENSATION

The Contractor must supply monthly proof of payment of Workmen's Compensation.

## 18. PRE -COMMENCEMENT DOCUMENTATION /SITE ESTABLISHMENT REQUIREMENTS

Construction will not be effected until the following are in place:

- Signing of the contract
- Surety are in place
- Insurance of the works
- Works risk and public liability insurance.
- Health and safety file is in place.

The above information is to be provided within 14 (fourteen) days of being to do so in writing by the Clients Representative. If the contractor fails to provide the necessary information within seven days thereafter, the Client's Representative will be entitled to withdraw the appointment of the contractor and to proceed with the appointment of another tenderer to execute the contract. No claims for loss of profit due to the contractor's failure to comply with the provision of the above information will be entertained.

## 19. DOCUMENTS TO BE SUBMITTED AT TENDERER STAGE

Tenders are required to complete and sign, where applicable, all of the following items which are included in this document:

- (i) Bill of Quantities
- (ii) Form of Tender
- (iii) Condensed Procurement Policy

20. DIRECT PAYMENTS

No "Direct Payments" will be made, on behalf of the contractor, to suppliers for goods or services supplied to the contractor for the project unless cession agreement is signed.

21. CONTRACT PRICE ADJUSTMENT PROVISIONS

No pricing adjustment for the duration of the contract

22. CONSTRUCTION PERIOD

The construction period for the project is **4 months**.

## **T1.2: BID DATA**

## T1.2 Bid Data

The conditions of Bid are the Standard Conditions of Bid as contained in Annex F of Board Notice 86 of 2010 in Government Gazette No. 33239 of 28 May 2010, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see [www.cidb.org.za](http://www.cidb.org.za)) which are reproduced without amendment or alteration for the convenience of Bidders as an Annex to this Bid Data.

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

### The additional conditions of Bid are:

Clause number	Bid Data
F.1.1	The employer is <b>NGQUSHWA LOCAL MUNICIPALITY</b>
F.1.2	<p>The Bid documents issued by the employer comprise:</p> <p>T1.1 Bid notice and invitation to Bid            T1.2 Bid data            T2.1 List of returnable documents            T2.2 Returnable schedules</p> <p><b>Part 1: Agreements and contract data</b>            C1.1 Contract Form - Purchase of Goods/Works            C1.2 Contract Data            C1.3 Form of Guarantee            C1.4 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act (Act no. 85 of 1993)            C1.5 Service Level Agreement (Issued on appointment)</p> <p><b>Part 2: Pricing data</b>            C2.1 Pricing Instructions            C2.2 Bill of Quantities</p> <p><b>Part 3: Scope of work</b>  <b>Part 4: Site information</b>  <b>Part 5: Schedule of Contract Documents</b>  <b>Part 6: Occupational Health and Safety Specifications</b>  <b>Part 7: Labour Intensive Specification</b></p>
F.1.4	<p>The employer's agent is:</p> <p>Name: <b>Ngqushwa Technical Services Department</b>            Address: <b>Erf no 313, Peddie</b>            Tell: <b>040 673 3098</b>            E-mail: <a href="mailto:knogaga@ngqushwamun.gov.za">knogaga@ngqushwamun.gov.za</a></p>
F.2.1	<i>Add the following</i>
F.2.1.1	<p>Only those Bidders who satisfy the following criteria are eligible to submit Bids</p> <p>Only those Bidders who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum Bided for a 3GB or higher class of</p>



	<p>construction work, are eligible to submit Bids.</p> <p>Joint ventures are eligible to submit Bids provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the 3GB or higher class of construction work; and</li> <li>3. the combined contractor grading designation shall be treated in accordance with the Construction Industry Development Regulations.</li> </ol>								
F.2.1	<p>The following Bidders who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit Bids:</p> <ol style="list-style-type: none"> <li>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum Bided for a 3GB or higher class of construction work; and</li> <li>b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria: <ol style="list-style-type: none"> <li>i) The Employer, following an interview with the management of the enterprise, is satisfied that the enterprise has the potential to develop and qualify to be registered in a higher contractor grading designation; and</li> <li>ii) The Employer, following a risk assessment, is able to provide the necessary supportive measures required to enable the enterprise to successfully execute the contract.</li> </ol> </li> </ol> <p><b>Note:</b> Leading Partner shall take full assignment &amp; responsibility of not less than 75% of the scope of works.</p>								
F.2.1	<p>In order to be considered for a contract in terms of this Bid, Bidders must achieve the minimum score for quality as stated below. The description of the quality criteria and the maximum possible score for each is shown in the table below. The score achieved for quality will be the sum of the scores achieved for the individual criteria.</p> <table border="1" data-bbox="327 1384 1311 1608"> <thead> <tr> <th>Description of quality criteria</th> <th>Maximum possible score</th> </tr> </thead> <tbody> <tr> <td>Experience &amp; Qualifications of project</td> <td>20</td> </tr> <tr> <td>Seven Similar projects completed with contactable references</td> <td>70</td> </tr> <tr> <td>Methodology</td> <td>10</td> </tr> </tbody> </table> <p>The minimum score for quality is <b>80</b> out of a maximum possible score of <b>100</b>. Bidders that fail to achieve the minimum score for quality will <b>NOT</b> be eligible for evaluation and their Bid offer will be rejected.</p> <p>A more detailed explanation of the quality criteria is given below:</p>	Description of quality criteria	Maximum possible score	Experience & Qualifications of project	20	Seven Similar projects completed with contactable references	70	Methodology	10
Description of quality criteria	Maximum possible score								
Experience & Qualifications of project	20								
Seven Similar projects completed with contactable references	70								
Methodology	10								
	<p><b>Same Projects Completed</b></p> <p>The experience of the Bidder in construction of community halls projects and conditions in relation to the required service as described in the scope of work over the last <b>five years</b> will be evaluated.</p>								

<b>The scoring of the Bidder's past experience will be as follows:</b>	
<b>0</b>	Bidder has submitted no information or inadequate information to determine scoring level.
<b>Score 10</b>	Bidder has Successfully completed 1 Community Halls/Building Construction Project with a project value greater than R 1.0 million. The proof must be submitted ( <b>Appointment letter, completion certificate and referral letter</b> )
<b>Score 20</b>	Bidder has Successfully completed 2 Community Halls/Building Construction Project with a project value greater than R 1.0 million. The proof must be submitted ( <b>Appointment letter, completion certificate and referral letter</b> )
<b>score 30</b>	Bidder has Successfully completed 3 Community Halls/Building Construction Project with a project value greater than R 1.0 million. The proof must be submitted ( <b>Appointment letter with completion certificate</b> )
<b>Score 40</b>	Bidder has Successfully completed 4 Community Halls/Building Construction Project with a project value greater than R 1.0 million. The proof must be submitted ( <b>Appointment letter with completion certificate</b> )
<b>Score 50</b>	Bidder has Successfully completed 5 Community Halls/Building Construction Project with a project value greater than R 1.0 million. The proof must be submitted ( <b>Appointment letter with completion certificate</b> )
<b>Score 60</b>	Bidder has Successfully completed 6 Community Halls/Building Construction Project with a project value greater than R 1.0 million. The proof must be submitted ( <b>Appointment letter with completion certificate</b> )
<b>score 70</b>	Bidder has Successfully completed 7 Community Halls/Building Construction Project with a project value greater than R 1.0 million. The proof must be submitted ( <b>Appointment letter, completion certificate and referral letter</b> )
<b>N/B: 10 points per greater than R 1.0 million project value to a maximum of 7 projects.</b>	

The scoring of the Bidder's key personnel will be as follows:

<b>Score</b>	<b>Adequacy for the service</b>	<b>Knowledge of issues pertinent to the service</b>
<b>0</b>	Bidder has submitted no information or inadequate information to determine the scoring level	
<b>10</b>	1. Forman Must have relevant experience in construction building/civil etc..... attach CV with contactable reference 0-5 years' experience = 4 points 5-10 years' experience = 7 points 10+ years = 10 points	Personnel who has vast experience in building construction more than 10 years.
<b>10</b>	2. Site Agent Must have experience of more than 5 years as qualified in National Diploma: Building/Civil Engineering and NQF Level 5 certificate in labour intensive construction methods Attach CV and Qualification Certificates 0-3 years' experience after graduation and NQF Level 5 = 5 points without LIC = 3 5+ years after graduation and NQF Level 5 = 10 points without LIC = 7 points	Personnel has extensive experience in building construction also relevant qualifications and NQF Level 5 in labour intensive construction methods
<b>NB</b>	Company organogram must be attached clearly assigning the responsible personnel e.g. Forman, Site Agent etc... for easy reference	

**The scoring of the Bidder's methodology will be as follows:**

<b>0</b>	Bidder has submitted no information or inadequate information to determine scoring level.
<b>score 2</b>	Bidder has submitted a detailed Methodology with timeframes. (Detailed steps to execute the project) (2 points)
<b>Score 10</b>	Bidder has submitted a detailed Methodology with timeframes. (Detailed steps to execute the project) (5 points) Bidder submitted a detailed works program with cash-flow projections (3 points) for program and (2 points) for cash-flow projections.

	<p><b>List of key personnel</b></p> <p>For each key personnel, the provided form must be fully completed and a shortened CV for each key personnel member must be submitted as required.</p> <p>Each CV should be structured under the following headings:</p> <ol style="list-style-type: none"> <li>1. Personal particulars <ul style="list-style-type: none"> <li>• name</li> <li>• date and place of birth</li> <li>• place (s) of tertiary education and dates associated therewith</li> </ul> </li> <li>2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)</li> <li>3. Overview of post graduate experience (year, organization and position)</li> <li>4. Outline of recent and current assignments / experience that has a bearing on the required service and extend of involvement to this project.</li> <li>5. Contactable references.</li> </ol>
	<p><b>Note:</b> Where the required supporting documentation is not submitted and/or cannot be verified, no points will be scored/ allocated.</p>
F.2.3	<p><i>Add to the paragraph to further read</i></p> <p>“Any omissions, contradictions to this document or incompleteness shall not form grounds for the Bid to be re-advertised and the Employer shall communicate such amendments in a form of addendum/s to this document on identification and /or receipt of notification from Bidder/s of such omissions and/or incompleteness through fax communication”.</p> <p>“Bidders are to ensure that they provide the Employer with clear and complete contact details and fax numbers of a functioning fax machine”</p>
F.2.7	<p>The arrangements for a compulsory site meeting are as stated in the Bid Notice and Invitation to Bid.</p> <p>It is the Bidder’s responsibility to sign the attendance register of compulsory site visits as it would be the proof of his attendance in the site visit which is mandatory to validate the bidders bid.</p> <p>Ngqushwa Municipality shall not be liable for non-receipt of Addenda by Bidders due to errors made when providing contact details. Attempts shall be made only once to contact and acquire correct details to send the Addenda.</p>
F.2.8	<p>Request clarification of the tender documents, if necessary, by notifying the employer at least five working before the closing time stated in the tender data.</p>

F.2.9	<p><i>Insert and replace with</i></p> <p>The Employer shall not be liable for the provision of the any insurance however the Bidder shall be required to arrange full cover and all other insurances pertaining to the contract including third party insurance and shall maintain such cover for the duration of the contract.</p>
F.2.11	<p>Do not make alterations or additions to the bid documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the bidder. All signatories to the bid offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.</p>
F.2.12	<p>If a Bidder wishes to submit an alternative Bid offer, the only criteria permitted for such alternative Bid offer is that it demonstrably satisfies the Employer’s standards and requirements, the details of which may be obtained from the Employer’s Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative Bid offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer’s standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative Bid offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Bidder, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer’s standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount Bided for the alternative offer to cover the Employer’s costs of confirming the acceptability of the detailed design before it is constructed.</p>
F.2.13.3	<p>Parts of each Bid offer communicated on paper shall be submitted as an original, plus Nil copies.</p>
F.2.13.4	<p>The Bid shall be signed by a person duly authorised to do so and failure will result to the bid being nul or void.</p>
F.2.13.5	<p>The employer’s address for delivery of Bid offers and identification details to be shown on each Bid offer package are:</p> <p><b>Location of Bid Box:</b> Ngqushwa Municipal Main offices  <b>Physical address:</b> Ngqushwa Local Municipality  Erf 313 Main Road  Peddie  5640</p> <p><b>Bidder:</b> Name &amp; Address of Bidder  <b>Identification details:</b> As per Bid invitation</p>
F.2.13	<p>A two-envelope procedure will <b>not</b> be followed.</p>

F.2.15	The closing time for submission of Bid offers is as stated in the Bid Notice and Invitation to Bid. <i>Add the following to F.2.15.1</i>
F.2.15.1	Telephonic, telegraphic, telex, facsimile or e-mailed Bid offers will not be accepted.
F.2.16	The Bid offer validity period is <b>90 days</b> from the date of closing of bids.
F.2.18	The Bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.23	<p>The Bidder is required to submit with his Bid:</p> <ol style="list-style-type: none"> <li>1) a Certificate of Contractor Registration issued by the Construction Industry Development Board.</li> <li>2) where the Bided amount inclusive of VAT exceeds R 15 million: <ol style="list-style-type: none"> <li>i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;</li> <li>ii) a certificate certifying that the Bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;</li> <li>iii) particulars of any contracts awarded to the Bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;</li> <li>iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.</li> </ol> </li> </ol> <p>Where a Bidder satisfies CIDB contractor grading designation requirements through joint venture formation, such Bidders must submit the Certificates of Contractor Registration in respect of each partner.</p>
F.3.4	Bids will be opened immediately after the closing time for Bids at the venue.
F.3.11	<p>The procedure for the evaluation of responsive Bids is Method 3</p> <p>The financial offer will be scored using Formula 2 (option 1) where the value of <math>W_1</math> is:</p> <ol style="list-style-type: none"> <li>1) 90 where the financial value inclusive of VAT of all responsive Bids received have a value in excess of R1 000 000; or</li> <li>2) 80 where the financial value inclusive of VAT of one or more responsive Bid offers equals or is less than R1 000 000.</li> </ol>
F3.13.1	Bid offers will only be accepted if:

	<ul style="list-style-type: none"> <li>a) the Bidder's tax matters have been declared by the South African Revenue Service to be in order;</li> <li>b) the Bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>c) the Bidder or any of its directors is not listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>d) the Bidder has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect; and</li> </ul> </li> <li>e) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Bidder's ability to perform the contract in the best interests of the employer or potentially compromise the Bid process.</li> <li>f) All the information and or data is provided, completed in all respects and in the form required, attachments will not be accepted as a substitute to filling in the required information on the forms provided. In other words, the bidder must comply with the whole document not only the Bid data, especially using the format specified and spaces provided in the document as non-compliance would result in disqualification due to supplying an incomplete document.</li> </ul>
F.3.18	The number of paper copies of the signed contract to be provided by the employer is one.

## **Annexure: Standard Conditions of Bid**

*The CIDB Standard for Uniformity in Construction Procurement May 2010* shall apply in this contract as contained in Annexure F.

### **T1.2.1 Standard Conditions of Bid**

The Standard Conditions of Bid make several references to the Bid Data for details that apply specifically to this Bid. The Bid Data shall have precedence in the interpretation of any ambiguity or inconsistencies between it and the Standard Conditions of Bid.

#### **F.1 General**

##### **F.1.1 Actions**

The employer and each bidder submitting a bid offer shall comply with these conditions of bid. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

##### **F.1.2 Bid Documents**

The documents issued by the employer for the purpose of a bid offer are listed in the bid data.

##### **F.1.3 Interpretation**

**F.1.3.1** The bid data and additional requirements contained in the bid schedules that are included in the returnable documents are deemed to be part of these conditions of bid.

**F.1.3.2** These conditions of bid, the bid data and bid schedules which are only required for bid evaluation purposes, shall not form part of any contract arising from the invitation to bid.

**F.1.3.3** For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

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

##### **F.1.4 Communication and employer's agent**

Each communication between the employer and a bidder shall be to or from the



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

*Add the following paragraph*

The Bidder shall be required to confirm receipt of any of his/her formal communication to the Employer's agent in a form a document that can be readily, read, copied and recorded.

### **F.1.5 The employer's right to accept or reject any bid offer**

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

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

### **F.1.6 Competitive Negotiation Procedure**

*F.1.6.2.2 Add a line to the paragraph*

"The Employer shall not be obliged to enter or engage on competitive negotiations and such negotiations shall be made at the discretion of the Employer"

## **F.2 Bidder's obligations**

### **F.2.1 Eligibility**

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

### **F.2.2 Cost of bidding**

Accept that the employer will not compensate the bidder for any costs incurred in the preparation and submission of a bid offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

### **F.2.3 Check documents**

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

*Add to the paragraph to further read*

"Any omissions, contradictions to this document or incompleteness shall not form

grounds for the Bid to be re-advertised and the Employer shall communicate such amendments in a form of addendum/s to this document on identification and /or receipt of notification from Bidder/s of such omissions and/or incompleteness through fax communication”.

“Bidders are to ensure that they provide the Employer with clear and complete contact details and fax numbers of a functioning fax machine”

#### **F.2.4 Confidentiality and copyright of documents**

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

#### **F.2.5 Reference documents**

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

#### **F.2.6 Acknowledge addenda**

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

#### **F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which bidders may familiarize themselves with aspects of the proposed work, services or supply and raise questions.

*Add the following paragraph*

A compulsory briefing meeting shall be held as per the Bid notice

#### **F.2.8 Seek clarification**

Request clarification of the bid documents, if necessary, by notifying the employer at least five working days before the closing time stated in the bid data.

#### **F.2.9 Insurance**

The Contractor shall take full responsibility for all insurances pertaining to the construction including third party liability insurance.

#### **F.2.10 Pricing the bid offer**

**F.2.10.1** Include in the rates, prices, and the bided total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful bidder, such duties, taxes and levies being those applicable 14 days before the closing time stated in the bid data.

**F.2.10.2** Show VAT payable by the employer separately as an addition to the bided total of the prices.

- F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the bid data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

Add the following paragraph as

**F.2.10.5 Identification of Imbalance in Bided rates or prices**

"If the Employer declares any rate or price to be unacceptably high or low, the Bidder shall be requested to provide evidence to support the Bided rate or price. If the Employer remains unsatisfied with the rate or price he may propose to the Bidder an amended rate or price together with counterbalancing change(s) elsewhere in the Bill of Quantities such that the Bid sum remains unchanged. Should the Bidder refuse to amend his Bid as proposed by the Employer, his Bid may be regarded as non-responsive."

**F.2.11 Alterations to documents**

Not make any alterations or additions to the bid documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the bidder. All signatories to the bid offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

*Further add the following paragraph*

The Bid document shall remain intact at its own original issue.

**F.2.12 Alternative bid offers**

**F.2.12.1** Submit alternative bid offers only if a main bid offer, strictly in accordance with all the requirements of the bid documents, is also submitted. The alternative bid offer is to be submitted with the main bid offer together with a schedule that compares the requirements of the bid documents with the alternative requirements the bidder proposes.

**F.2.12.2** Accept that an alternative bid offer may be based only on the criteria stated in the bid data or criteria otherwise acceptable to the employer.

**F.2.13 Submitting a bid offer**

**F.2.13.1** Submit a bid offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the bid data.

**F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

**F.2.13.3** Submit the parts of the bid offer communicated on paper as an original plus the number of copies stated in the bid data, with an English translation of any

documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

**F.2.13.4** Sign the original and all copies of the bid offer where required in terms of the bid data. The employer will hold all authorized signatories liable on behalf of the bidder. Signatories for bidders proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the bid offer.

**F.2.13.5** Seal the original and each copy of the bid offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the bid data, as well as the bidder's name and contact address.

**F.2.13.6** Where a two-envelope system is required in terms of the bid data, place and seal the returnable documents listed in the bid data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the bid data, as well as the bidder's name and contact address.

**F.2.13.7** Seal the original bid offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the bid data.

**F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the bid offer if the outer package is not sealed and marked as stated.

**F.2.14 Information and data to be completed in all respects**

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

**F.2.15 Closing time**

**F.2.15.1** Ensure that the employer receives the bid offer at the address specified in the bid data not later than the closing time stated in the bid data. Proof of posting shall not be accepted as proof of delivery. The employer shall **not** accept bid offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the bid data.

**F.2.15.2** Accept that, if the employer extends the closing time stated in the bid data for any reason, the requirements of these conditions of bid apply equally to the extended deadline.

**F.2.16 Bid offer validity**

**F.2.16.1** Hold the bid offer(s) valid for acceptance by the employer at any time during the validity period stated in the bid data after the closing time stated in the bid data.

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the bid data for an agreed additional period.

## **F.2.17 Clarification of bid offer after submission**

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

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

## **F.2.18 Provide other material**

**F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the bid offer, the bidder's commercial position (including notarized joint venture agreements), preference arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the bidder not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the bid offer as non-responsive.

**F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

## **F.2.19 Inspections, tests and analysis**

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

## **F.2.20 Submit securities, bonds, policies, etc.**

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

## **F.2.21 Check final draft**

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

## **F.2.22 Return of other bid documents**

If so instructed by the employer, return all retained bid documents within 28 days after the expiry of the validity period stated in the bid data.

## **F.2.23 Certificates**

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

## **F.3 The employer's undertakings**

### **F.3.1 Respond to clarification**

Respond to a request for clarification received up to five working days before the bid closing time stated in the Bid Data and notify all bidders who drew procurement documents.

### **F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the bid documents to each bidder during the period from the date that bid documents are available until seven days before the bid closing time stated in the Bid Data. If, as a result a bidder applies for an extension to the closing time stated in the Bid Data, the Employer may grant such extension and, shall then notify all bidders who drew documents.

*Further extend the paragraph with*

"Bidders are to ensure that they provide the Employer with clear and complete contact details of a functioning fax and email. The writing shall be in Capital Letters. The Employer shall be held liable for incorrect supply of contact details by bidders".

### **F.3.3 Return late bid offers**

Return bid offers received after the closing time stated in the Bid Data, unopened, (unless it is necessary to open a bid submission to obtain a forwarding address), to the bidder concerned.

### **F.3.4 Opening of bid submissions**

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

**F.3.4.2** Announce at the meeting held immediately after the opening of bid submissions, at a venue indicated in the bid data, the name of each bidder whose bid offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main bid offer only.

**F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.

### **F.3.5 Two-envelope system**

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

**F.3.5.2** Evaluate the quality of the technical proposals offered by bidders, then advise bidders who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of bidders, who score in the quality evaluation more than the minimum number of points for quality stated in the bid data, and announce the score

obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to bidders whose technical proposals failed to achieve the minimum number of points for quality.

### **F.3.6 Non-disclosure**

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

### **F.3.7 Grounds for rejection and disqualification**

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

### **F.3.8 Test for responsiveness**

**F.3.8.1** Determine, on opening and before detailed evaluation, whether each bid offer properly received:

- a) complies with the requirements of these Conditions of Bid,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the bid documents.

**F.3.8.2** A responsive bid is one that conforms to all the terms, conditions, and specifications of the bid documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) change the Employer's or the bidder's risks and responsibilities under the contract, or
- c) Affect the competitive position of other bidders presenting responsive bids, if it were to be rectified.

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

### **F.3.9 Arithmetical errors**

**F.3.9.1** Check responsive bid offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the total of the

prices shall govern and the bidder will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the bided total of the prices.

**F.3.9.2** Consider the rejection of a bid offer if the bidder does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

**F.3.10 Clarification of a bid offer**

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

**F.3.11 Evaluation of bid offers**

The Standard Bid Evaluation Method **4** shall be used.

**Note:** In a case of contradiction between the Bid Conditions, the Supply Chain Management Policy of Ngqushwa Municipality shall take precedence.

**F.3.11.1 General**

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

Method 1: Financial offer	1) Rank bid offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score bid evaluation points for financial offer. 2) Confirm that bidders are eligible for the preferences claimed and if so, score bid evaluation points for preferencing. 3) Calculate total bid evaluation points. 4) Rank bid offers from the highest number of bid evaluation points to the lowest. 5) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1) Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data. 2) Score bid evaluation points for financial offer. 3) Calculate total bid evaluation points. 4) Rank bid offers from the highest number of bid evaluation points to the lowest. 5) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer,	1) Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data. 2) Score bid evaluation points for financial offer.



quality and preferences	<p>3) Confirm that bidders are eligible for the preferences claimed, and if so, score bid evaluation points for preference.</p> <p>4) Calculate total bid evaluation points.</p> <p>5) Rank bid offers from the highest number of bid evaluation points to the lowest.</p> <p>6) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p>
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Score financial offers, preferences and quality, as relevant, to two decimal places.

**F.3.11.2 Scoring Financial Offers**

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

$N_{FO} = W_1 \times A$  where:

$N_{FO}$  = the number of bid evaluation points awarded for the financial offer.

$W_1$  = the maximum possible number of bid evaluation points awarded for the financial offer as stated in the Bid Data.

$A$  = a number calculated using either formulas 1 or 2 below as stated in the Bid Data.

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$

where:

$P_m$  = the comparative offer of the most favourable bid offer.

$P$  = the comparative offer of bid offer under consideration.

**F.3.11.3 Scoring quality (functionality)**

Score quality in each of the categories in accordance with the Bid Data and calculate total score for quality.

**F.3.12 Insurance provided by the employer**

If requested by the proposed successful bidder, submit for the bidder's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

**F.3.13 Acceptance of bid offer**

**F.3.13.1** Accept bid offer only if the bidder complies with the legal requirements stated in the Bid Data.

**F.3.13.2** Notify the successful bidder of the employer's acceptance of his bid offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the bid data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful bidder as described in the form of offer and acceptance.

**F.3.14 Notice to unsuccessful bidders**

After the successful bidder has acknowledged the employer’s notice of acceptance, notify other bidders that their bid offers have not been accepted.

**F.3.15. Prepare contract documents**

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

- a) addenda issued during the bid period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful bidder, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

**F.3.16 Issue final contract**

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

**F.3.17 Complete adjudicator's contract**

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

**F.3.18 Provide copies of the contracts**

Provide to the successful bidder the number of copies stated in the Bid Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

**Bidder.....**

**Signature of Bidder.....**

**Date.....**

## **PART T2: RETURNABLE DOCUMENTS, SCHEDULES & MBD FORMS**

## T2.1 Checklist of Returnable Documents & Schedules

T2.1	LIST OF RETURNABLE DOCUMENTS	ATTACHED/FILLED (Tick)	
		YES	NO
<b>Part T2: Returnable documents</b>			
<b>T2.1</b>	<b>List of Returnable Documents &amp; Schedules</b>		
T2.1.1	Joint Venture Disclosure Form & Agreement		
T2.1.2	Record of Addenda to Bid Documents		
T2.1.3	Compulsory Enterprise Questionnaire		
T2.1.4	Certificate for Authority of Signatory		
T2.1.5	Certificate of Attendance at Briefing Meeting		
T2.1.6	Alternative offer by Bidder		
T2.1.7	Methodology and Preliminary Works Programme		
T2.1.8	Schedule of Estimated Monthly Expenditure		
T2.1.9	Schedule of Subcontractors		
T2.1.10	Schedule of Plant and Equipment		
T2.1.11	Schedule of Estimated Local Labour to be Employed on this Contract		
T2.1.12	Company Experience with similar projects details form		
T2.1.13	List of Key Personnel		
T2.1.14	CV's of Key Personnel (Qualifications & Proof of Professional Registration)		
T2.1.15	Certified copy of company registration CIPRO certificate		
T2.1.16	Company Shareholding Details		
T2.1.17	Certificate of Good Standing		
T2.1.18	Surety and Bank		
T2.1.19	Certificate of Contractor's Registration issued by CIDB		
T2.1.20	Valid Tax Clearance SARS Certificate		
		<b>SIGNED</b>	
		<b>YES</b>	<b>NO</b>
T2.2	<b>Municipal Bidding Forms (Compulsory to be completed)</b>		
T.2.2.1	MBD 2 – Tax Clearance Certificate Requirements		
T.2.2.2	MBD 3.3 – Pricing Schedule		
T.2.2.3	MBD 4 – Declaration of Interest		
T.2.2.4	MBD 5 – Declaration for procurement above R10 million		
T.2.2.5	MBD 6.1 – Preference Points Claim Form		
T.2.2.6	MBD 6.2 – Local Content Certificate		
T.2.2.7	MBD 7.2 – Contract Form on Rendering of Services		
T.2.2.8	MBD 8 – Declaration of Bidders Past Supply Chain Management Practices		
T.2.2.9	MBD 9 – Certificate of Independent Bid Determination		
T2.2.10	SARS Application for TCC MBD – Tax Clearance Certificate Requirements		
	Declaration of validity of Information Provided.		
	Agreement in Terms of Section 37(2) of the Occupational Health & Safety Act		

## T2.1.1 Joint Venture Requirements & Disclosure Form

### JOINT VENTURE REQUIREMENTS

**DEFINITION:- "Joint Venture or Consortium":** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Should a group of companies/firms and/or interested parties wish to enter into a joint venture/consortium agreement the following minimum requirements must be met:-

1. A copy of the joint venture/consortium agreement must be attached.
2. Each member of the joint venture/consortium must provide a Tax Clearance Certificate
3. After award of a contract to a joint venture, the successful joint venture partners must provide a joint venture Tax Clearance Certificate and the joint venture banking details.
4. A trust, consortium or joint venture will qualify for points of their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
5. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate Bid.

The joint venture/consortium agreement must contain the following:-

- a. Who the managing member will be.
- b. Who the signatory of authority will be.
- c. How the joint venture/consortium share of profit will be split.
- d. The bank account details where payments will be deposited into.
- e. The agreement must be signed by all parties.
- f. The agreement must be certified by a Commissioner of Oaths.
- g. The postal and physical address where all correspondence will be sent to.
- h. Each partner in the joint venture must complete the Compulsory Enterprise Questionnaire.

**JOINT VENTURE DISCLOSURE FORM**

**GENERAL**

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

**1. JOINT VENTURE PARTICULARS**

- a) Name .....
- b) Postal address .....  
.....  
.....
- c) Physical address.....  
.....  
.....
- d) Telephone .....
- d) Fax .....

**2. IDENTITY OF EACH NON-BEE JOINT VENTURE PARTNER**

**2.1(a)** ..... Name of Firm  
Postal Address .....  
Physical Address.....  
Telephone .....  
Fax .....

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

**2.2(a)** Name of Firm.....  
Postal Address .....  
Physical Address.....  
Telephone .....  
Fax .....

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

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

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

**3.1(a)** Name of Firm .....  
Postal Address .....  
Physical Address.....  
Telephone .....  
Fax .....

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

**3.2(a)** Name of Firm .....  
Postal Address .....  
Physical Address.....

Telephone .....

Fax .....

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

.....

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

Postal Address .....

Physical Address.....

Telephone .....

Fax .....

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

.....

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

.....

.....

.....

**5. OWNERSHIP OF THE JOINT VENTURE**

a) BEE Joint Venture Partner ownership percentage(s) .....%

b) Non-BEE Joint Venture Partner ownership percentage(s) .....%

c) BEE Joint Venture Partner percentages in respect of: \*

**(i)** Profit and loss sharing.....

**(ii)** Initial capital contribution in Rands.....

.....

.....

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

**(iii)** Anticipated on-going capital contributions in Rands.....

.....



.....  
 .....  
 (iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.  
 .....  
 .....  
 .....

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

	<b>NON-BEE JOINT VENTURE PARTNERS</b>	<b>PARTNER NAME</b>
a)		
b)		
c)		
d)		
e)		

	<b>BEE JOINT VENTURE PARTNERS</b>	<b>PARTNER NAME</b>
a)		
b)		
c)		
d)		
e)		

**7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

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

(a) Joint Venture cheque signing

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

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

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

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

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

(d) Acquisition of lines of credit

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

(e) Acquisition of performance bonds

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

(f) Negotiating and signing labour agreements

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

**8. MANAGEMENT OF CONTRACT PERFORMANCE**

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

(a) Supervision of field operations

.....

(b) Major purchasing

.....

(c) Estimating

.....

(d) Technical management

.....

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

(a) Identify the “managing partner”, if any,

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

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

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

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

<b>MANAGEMENT FUNCTION / DESIGNATION</b>	<b>NAME</b>	<b>PARTNER*</b>

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”

**10. PERSONNEL**

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

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

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

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

(i) Number currently employed by Affirmable Joint Venture Partners  
.....

(ii) Number currently employed by the Joint Venture  
.....

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

.....

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

.....  
.....

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

.....  
.....

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

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

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

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

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

Signature.....

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

Name.....

Address.....

Telephone.....

Date .....

Signature.....

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

Name.....

Address.....

Telephone.....

Date .....

Signature.....  
Duly authorised to sign on behalf of .....  
Name .....  
Address .....  
Telephone .....  
Date .....

---

Signature.....  
Duly authorised to sign on behalf of .....  
Name .....  
Address .....  
Telephone .....  
Date .....

**T2.1.2 Record of Addenda to Bid Documents**

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

	<b>Date</b>	<b>Title or Details</b>
<b>1.</b>		
<b>2.</b>		
<b>3.</b>		
<b>4.</b>		
<b>5.</b>		
<b>6.</b>		
<b>7.</b>		
<b>8.</b>		
<b>9.</b>		
<b>10.</b>		

**Attach additional pages if more space is required**

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Bidder \_\_\_\_\_

**T2.1.3**

**Compulsory Enterprise Questionnaire**

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

Section 1: Name of enterprise: .....

Section 2: VAT registration number, if any: .....

Section 3: CIDB registration number, if any: .....

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number .....

Close corporation number .....

Tax reference number .....

Section 6: Record in the service of the state

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

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

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

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



			months

\*insert separate page if necessary

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

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

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

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

\*insert separate page if necessary

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Enterprise name \_\_\_\_\_

**T2.1.4 Certificate for Authority of Signatory**

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

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

**A. Certificate for company**

I, \_\_\_\_\_, a director of \_\_\_\_\_  
\_\_\_\_\_

hereby confirm that by resolution of the board (copy attached) taken on \_\_\_\_\_  
20\_\_ ,

Mr./Ms \_\_\_\_\_, acting in the capacity of \_\_\_\_\_  
\_\_\_\_\_

was authorized to sign all documents in connection with this Bid and any Contract resulting from it on behalf of the company.

I further declare that the information provided in the Bid is true and correct and documentary proof regarding any Biding issue will, when required, be submitted to the satisfaction of the Ngqushwa Local Municipality.

As witnesses:-

1. \_\_\_\_\_  
Director

2. \_\_\_\_\_  
Date

Should the Bidder have, in the opinion of the Ngqushwa Local Municipality, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the Bid, then the Ngqushwa Local Municipality may, in its sole discretion:

- \* Ignore any Bids without advising the Bidder thereof
- \* Cancel the Contract without prejudice to any legal rights the Ngqushwa Local Municipality may have

Should the Bidder disregard this or conduct affairs in a way that transgresses the Ngqushwa Local Municipality Code of Conduct, this could seriously impair future business relations between the Ngqushwa Local Municipality and such Bidder.

**B. Certificate for partnership**

We, the undersigned, being the partners in the business trading as

-----

hereby authorize Mr./Ms \_\_\_\_\_, acting  
in

the capacity of \_\_\_\_\_, to sign all documents in  
connection with this Bid and any Contract resulting from it on our behalf.

I further declare that the information provided in the Bid is true and correct and documentary proof regarding any Biding issue will, when required, be submitted to the satisfaction of the Ngqushwa Local Municipality.

Name	Address	Signature	Date

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

Should the Bidder have, in the opinion of the Ngqushwa Local Municipality, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the Bid, then the Ngqushwa Local Municipality may, in its sole discretion:

- \* Ignore any Bids without advising the Bidder thereof
- \* Cancel the Contract without prejudice to any legal rights the Ngqushwa Local Municipality may have

Should the Bidder disregard this or conduct affairs in a way that transgresses the Ngqushwa Local Municipality Code of Conduct, this could seriously impair future business relations between the Ngqushwa Local Municipality and such Bidder.

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this Bid offer in Joint Venture and hereby authorize Mr./Ms \_\_\_\_\_ ,

Authorized signatory of the company \_\_\_\_\_ ,

acting in the capacity of lead partner, to sign this Bid and any Contract resulting from it on our behalf.

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

We further declare that the information provided in the Bid is true and correct and documentary proof regarding any Biding issue will, when required, be submitted to the satisfaction of the Ngqushwa Local Municipality.

We have examined Annexure F: Joint Venture Disclosure Form of the Employer’s procurement policy and will upon request by the Employer provide a completed and signed copy of it.

Name of Firm	Address	Authorizing signature, Name & Capacity
Lead partner		

Should the Bidder have, in the opinion of the Ngqushwa Local Municipality, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the Bid, then the Ngqushwa Local Municipality may, in its sole discretion:

- \* Ignore any Bids without advising the Bidder thereof
- \* Cancel the Contract without prejudice to any legal rights the Ngqushwa Local Municipality may have

Should the Bidder disregard this or conduct affairs in a way that transgresses the Ngqushwa Local Municipality Code of Conduct, this could seriously impair future business relations between the Ngqushwa Local Municipality and such Bidder.

**D. Certificate for sole proprietor.**

I, \_\_\_\_\_, hereby confirm that I

am the sole owner of the business trading as

\_\_\_\_\_

I further declare that the information provided in the Bid is true and correct and documentary proof regarding any Biding issue will, when required, be submitted to the satisfaction of the Ngqushwa Local Municipality

As witnesses:-

1. \_\_\_\_\_

Signature: Sole owner

2. \_\_\_\_\_

Date

Should the Bidder have, in the opinion of the Ngqushwa Local Municipality, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the Bid, then the Ngqushwa Local Municipality may, in its sole discretion:

- \* Ignore any Bids without advising the Bidder thereof
- \* Cancel the Contract without prejudice to any legal rights the Ngqushwa Local Municipality may have

Should the Bidder disregard this or conduct affairs in a way that transgresses the Ngqushwa Local Municipality Code of Conduct, this could seriously impair future business relations between the Ngqushwa Local Municipality and such Bidder.

**E. Certificate for Close Corporation**

We, the undersigned, being the members of the business

-----  
hereby authorize Mr./Mrs /Ms -----

acting in the capacity of ----- ,

to sign all documents in connection with this Bid and any Contract resulting from it.

We further declare that the information provided in the Bid is true and correct and documentary proof regarding any Bidding issue will, when required, be submitted to the satisfaction of the Ngqushwa Local Municipality.

NAME	ADDRESS	SIGNATURE	DATE

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

Should the Bidder have, in the opinion of the Ngqushwa Local Municipality, acted fraudulently, illegally, in bad faith or in any improper manner with regard to the Bid, then the Ngqushwa Local Municipality may, in its sole discretion:

- \* Ignore any Bids without advising the Bidder thereof
- \* Cancel the Contract without prejudice to any legal rights the Ngqushwa Local Municipality may have

Should the Bidder disregard this or conduct affairs in a way that transgresses the Ngqushwa Local Municipality Code of Conduct, this could seriously impair future business relations between the Ngqushwa Local Municipality and such Bidder.



**T2.1.5 Certificate of Attendance at Compulsory Briefing Meeting**

This is to certify that

(Bidder)

\_\_\_\_\_

(Address)

\_\_\_\_\_

\_\_\_\_\_

Was represented by the person(s) named below at the **compulsory briefing meeting for Construction of Nyatyora Community will be held in Ngqushwa Local Municipality, at Technical Services on 10 September 2020, at 10H00 and thereafter drive to respective sites as per the Bid Notice.**

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

Particulars of person(s) attending the meeting:

Name \_\_\_\_\_ Signature\_\_\_\_\_

Capacity \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_

Capacity \_\_\_\_\_

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

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**T2.1.6 Alternative offer by Bidder (Proposed Amendments & Qualifications)**

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

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

Page	Clause or Item	Proposal

Name \_\_\_\_\_ Signature\_\_\_\_\_

Capacity \_\_\_\_\_ Date\_\_\_\_\_

## **T2.1.7 Methodology & Preliminary Works Programme**

**T2.1.8      Schedule of Cash-flow projections**

**T2.1.9 Schedule of Subcontractors**

It is compulsory that upon appointment the contractor is obliged to subcontract 15% of the works to local contractors.

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

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

We confirm that all Subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	<b>Name and address of proposed Subcontractor</b>	<b>Nature and extent of work</b>	<b>Previous experience with Subcontractor.</b>
<b>1.</b>			
<b>2.</b>			
<b>3.</b>			
<b>4.</b>			
<b>5.</b>			

Name \_\_\_\_\_ Signature\_\_\_\_\_

Capacity \_\_\_\_\_ Date\_\_\_\_\_

**T2.1.10 Schedule of Plant & Equipment**

The Bidder shall insert in the Schedule hereunder, a list of the major plant and equipment he proposes to use on this Contract. Failure to complete this schedule will be taken to indicate that Bidder does not have access to adequate plant and equipment.

DESCRIPTION OF MODEL	OWNER	WHEN AVAILABLE

Equipment not owned by the Bidder must be qualified as hire, on loan, etc.

Name \_\_\_\_\_ Signature \_\_\_\_\_

Capacity \_\_\_\_\_ Date \_\_\_\_\_

**T2.1.11 Schedule of Estimated Local Labour to be employed on this Contract**

The Bidder must state below an estimate of the local labour he intends to use on this contract. This information must be submitted and failure to do so may prejudice the bid.

Type of labour (Construction item e.g. Unskilled – excavation of V-drains)	Projected Man-days (a)	Rate per Day (b)	Total (a x b)

Name \_\_\_\_\_ Signature\_\_\_\_\_

Capacity \_\_\_\_\_ Date\_\_\_\_\_

**T2.1.12 Company Experience with similar projects details form**

Bidders must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past or are in the process of doing so.

The information shall include a brief description of the Works, when was it Completed, the Contract value and name of Employer & Engineer Contact Persons and their contact numbers and attach a copy of the completion certificate. No attachments will be considered. Incomplete or incorrectly filling the information required in this form would imply the bidder does not have the minimum required experience and would be disqualified on the basis of submitting an incomplete bid document, this is stated on the Bid Data.

<b>Date Project completed &amp; Project Number</b>	<b>Project Name &amp; Nature of Work</b>	<b>Employer, Contact Person &amp; Contact no.</b>	<b>Consulting Engineer, Contact Person &amp; no.</b>	<b>Project /Awarded Amount (incl. VAT)</b>



Date Project completed & Project Number	Project Name & Nature of Work	Employer, Contact Person & Contact no.	Consulting Engineer, Contact Person & no.	Project /Awarded Amount (incl. VAT)
<b>Total Value of Previous awarded Similar Projects</b>				<b>R</b>

.....  
**DATE**

.....  
**SIGNATURE OF BIDDER**

**T2.1.13 List of Key Personnel**

<b>NAME</b>	<b>TITLE (PROJECT RESPONSIBILITY)</b>	<b>JOB DESCRIPTION</b>	<b>QUALIFICATIONS</b>	<b>ESTIMATED PERIOD OF ENGAGEMENT (weeks)</b>

Bidder.....

Signature of Bidder.....

Date.....

**T2.1.14 CV's of Key Personnel (Qualifications & Proof of Professional Registration)**

***(Attach certified copies & signed documents)***

**T2.1.15 Certified copy of company registration CIPRO certificate**

***(Attach original & signed documents)***

### **T2.1.17 Certificate of Good Standing**

A valid Certificate of Good Standing from the Compensation commissioner shall be attached to this Schedule or proof that the Bidder has made arrangements with the Compensation Commissioner to meet his or her outstanding UIF obligations.

Each party to a Consortium/Joint Venture shall submit a separate Certificate of Good Standing or proof that he or she has made the necessary arrangements with the Compensation Commissioner

***(Attach original & signed documents)***

### **T2.1.18 Health & Safety Plan**

Bidders are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The Bidder shall be deemed to have read and fully understand the requirements of the above Act and Regulations and to have allowed for all the costs in compliance therewith.

In this regard the Bidder shall prepare and attach a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work, all in accordance with the Act and Regulations.

## **T2.2 Municipal Bidding Forms (MBD Forms)**

**Note: It is compulsory for Bidders to clearly and accurately fill in all the following forms**

T2.2	<b>Municipal Bidding Forms</b>
T.2.2.1	MBD 2 – Tax Clearance Certificate Requirements
T.2.2.3	MBD 4 – Declaration of Interest
T.2.2.4	MBD 5 – Declaration for procurement above R10 million
T.2.2.5	MBD 6.1 – Preference Points Claim Form
T.2.2.6	MBD 6.2 – Local Content Certificate
T.2.2.7	MBD 7.2 – Contract Form on Rendering of Services
T.2.2.8	MBD 8 – Declaration of Bidders Past Supply Chain Management Practices
T.2.2.9	MBD 9 – Certificate of Independent Bid Determination
T2.2.10	SARS Application for TCC MBD – Tax Clearance Certificate Requirements

# CONTRACT

## PART C1: AGREEMENT AND CONTRACT DATA

### CONTENTS

<b>C1.1</b>	<b>Form of Offer &amp; Acceptance (Agreement)</b>	
<b>C1.2</b>	<b>Contract Data</b>	
<b>C1.3</b>	<b>Form of Guarantee</b>	
<b>C1.4</b>	<b>Occupational Health &amp; Safety Agreement</b>	
<b>C1.5</b>	<b>Contract of Temporary Employment as Community Officer</b> (Contractor to issue on appointment of CLO)	<b>Liaison</b>
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<b>C1.7</b>	<b>Service Level Agreement between Municipality &amp; Contractor</b> (To be made available to the successful Bidder)	



**C1.1 Form of offer and acceptance**

**1. Offer**

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

PROVISION OF CONSTRUCTION SERVICES: MAKHAHLANE COMMUNITY HALL

The Bidder, identified in the offer signature block, has examined the documents listed in the Bid data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of Bid.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Bidder offers to perform all of the obligations and liabilities of the Service Provider 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.

**1. THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

.....Rand (in words);

R..... (in figures) (or other suitable wording)

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 Bidder before the end of the period of validity stated in the Bid data, whereupon the Bidder becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

**Signature:** .....

**Name:** .....

**Capacity:** .....

**For the Bidder:**

.....  
(Name and address of organization)

**Name and Signature of Witness:**.....

**Date:**.....

**Acceptance**

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Bidder’s offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of Contract identified in the Contract Data. Acceptance of the Bidder’s offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this agreement and in the Contract that is the subject of this agreement.

The terms of the Contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this agreement)
- Part C2 Pricing Data (see volume 2)
- Part C3 Scope of work.

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the Bid data and any addenda thereto as listed in the Bid schedules as well as any changes to the terms of the offer agreed by the Bidder 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 signed by the authorised representative(s) of both parties.

The Bidder 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. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Bidder receives one fully completed, signed copy of this document, including the schedule of deviations (if any). Unless the Bidder (now Service Provider) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding Contract between the parties.

**Signature(s):** .....

**Name(s)**.....

**Capacity:**.....

**For the Employer**

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

Name and Signature of Witness:..... Date: .....

## 2. Schedule of Deviations

Notes:

1. The extent of deviations from the Bid documents issues by the Employer before the Bid closing date is limited to those permitted in terms of the conditions of Bid.
2. A Bidder'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 matters arising from the process of offer and acceptance either as a confirmation, clarification or change to the Bid 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 Bid documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1 Subject \_\_\_\_\_ Details \_\_\_\_\_  
2 Subject \_\_\_\_\_ Details \_\_\_\_\_  
3 Subject \_\_\_\_\_ Details \_\_\_\_\_  
4 Subject \_\_\_\_\_ Details \_\_\_\_\_

By the duly authorised representatives signing this schedule of deviations, the Employer and the Bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Bid data and addenda thereto as listed in the Bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder 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 Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the Contract between the parties arising from this agreement.

**Signature:** .....

**Name:** .....

**Capacity:** .....

**For the Bidder:**

.....

(Name and address of organization)

**Name and Signature of Witness:** ..... **Date:** .....

**Signature(s):** .....

**Name(s)**.....

**Capacity:** .....

**For the Employer**

---

(Name and address of organization)

**Name and Signature of Witness:** ..... **Date:** .....

## C1.2 Contract Data

The latest JBCC or amendments to Series 2000 Principal Building Agreement (Edition 5.0: July 2014) as published by the Joint Building Contracts Committee shall be applicable to this contract

## C2.2 Interpretation

If there is any conflict between the provisions of these General Building Conditions of Contract and the Contract Data, the provisions of the **Contract Data** shall prevail.

Clause	Data
1.1.1.13	The Defects Liability Period is <b>3 months</b>
1.1.1.14	The time for achieving Practical Completion is <b>4 MONTHS</b> , inclusive of the 14 day period referred to in Clause 5.3.2 below, and inclusive of non-working days referred to in Clause 5.8.1 below, but exclusive of special non-working days (Clause 5.8.1).
1.1.1.15	The name of the Employer is Ngqushwa Local Municipality
1.1.1.16	The name of the Engineer is Ngqushwa Technical & Infrastructure Department
1.1.1.27	The Pricing is fixed as per the awarded amount
1.1.1.35	<b>"Drawings"</b> means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.
1.1.1.36	<b>"Letter of Notification"</b> means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all bidders. The notification of the decision does not form part of the Employer's Acceptance of the successful bidder's Offer and no rights shall accrue.
1.2.1	<b>DELIVERY OF NOTICES</b> The following three additional sub-clauses, covering alternative methods of communication, apply:-
1.2.1.1	Sent by facsimile during office hours or delivered by hand or by electronic communication with formal telephonic confirmation of receipt.
1.2.1.2	Posted to the addressee for certified delivery by the postal Authorities or delivered by a courier service and signed for by the addressee



5.3.2	The time to submit the documentation required for approval by the Client before commencement with the Works execution <b>is 14 days</b> and failure will result to termination by the Employer as allowed by the APPLICABLE/LATEST JBCC document
5.4.3	The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.
5.5.1	The Works shall be completed within <b>4 MONTHS</b>
5.13.1	The penalty for failing to complete the Works is <b>R 250.00</b> per calendar day that elapses between the due completion date and the actual date of practical completion.  No claim for bonus payments in respect of early completion will be entertained.
5.16.3	The latent defects liability period is <b>7 years</b> .
6.2.1	The security to be provided by the Contractor shall be a performance guarantee of <b>10%</b> of the Contract Sum. The performance guarantee shall contain the wording of the document included in C1.3. No deductions from monthly progress payment will be approved in lieu of surety.
6.6.1	The provisional sums stated in the Schedule of Quantities are net amounts covering the actual expenditure which the Employer may incur.
6.7.6	<i>The following additional clause shall apply:</i>  The Works are measured in accordance with the current SANS 1200, COLTO and the standard system of measurement of Civil Engineering quantities for South Africa, published by the South African Institution of Civil Engineers. No claims arising from the method of measurement will be entertained.
6.8.2	<i>Replace the clause with the following</i>  <b>Application of Contract Price Adjustment Factor shall not apply on this contract</b>
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention on amounts due to the contractor is 10% and the limit on retention is 10% of the Contract Price.

#### **Clauses applicable to EPWP Contracts**

4.1	Variations to the Conditions of Contract are: <i>Add the following at the end of subclause 4.1.2:</i>
4.1.3	The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:  (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the

	<p>Regulations promulgated in terms of the Act.</p> <p>(ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.</p> <p>(iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.</p> <p>(iv) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.</p> <p>(v) The Contractor shall be obliged to report forthwith to the Employer and Engineer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Engineer, of such investigation, complaint or criminal charge</p>
4.1.4	<p>The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act:</p> <p>(i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction Regulation 2003, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2003 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after receiving a completed copy of the Agreement and shall be implemented and maintained from the Commencement of the Works.</p> <p>(ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Engineer, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified.</p>
6.7.6	<p><i>Add new subclause 6.7.6:</i></p> <p><b>"Payment for the labour-intensive component of the works</b></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 in contract.</p>



<b>The additional Conditions of Contract are:</b>	
<b>Clause</b>	
4.13	<p><i>Add new sub-clause 4.13:</i></p> <p><b>Applicable labour laws</b></p> <p>The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.</p> <p><b>1 Introduction</b></p> <p>1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.</p> <p>1.2 In this document –</p> <ul style="list-style-type: none"> <li>(a) “department” means any department of the State, implementing agent or contractor;</li> <li>(b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;</li> <li>(c) “worker” means any person working in an elementary occupation on a SPWP;</li> <li>(d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;</li> <li>(e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP;</li> <li>(f) “task” means a fixed quantity of work;</li> <li>(g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;</li> <li>(h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;</li> <li>(i) “time-rated worker” means a worker paid on the basis of the length of time worked.</li> </ul> <p><b>2 Terms of work</b></p> <p>2.1 Workers on a Special Public Works Programme (SPWP) are employed on a temporary basis.</p> <p>2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.</p> <p>2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.</p> <p><b>3 Normal hours of work</b></p> <p>3.1 An employer may not set tasks or hours of work that require a worker to work–</p> <ul style="list-style-type: none"> <li>(a) more than forty hours in any week;</li> </ul>

(b) on more than five days in any week; and

(c) for more than eight hours on any day.

3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

#### **4 Meal breaks**

4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

4.2 An employer and worker may agree on longer meal breaks.

4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

## **C1.2 Contract Data**

### **C1.2.3 Part 2: Data provided by the Service Provider**

<b>Clause</b>	<b>Data</b>
1.1.1.9	The Name of the Service Provider is .....  Address ..... .....  Registered Company/Close Corporation Name (if applicable) is .....  VAT registration number..... Bank name & branch..... Bank account number.....  The Service Provider's address for receipt of communications is:  Telephone:

	<p>.....</p> <p>Facsimile: .....</p> <p>E-mail: .....</p> <p>Address: .....</p> <p>.....</p> <p>.....</p>							
1.2.1.2	<p>Name of designated representative.....</p> <p>Professional registration category.....</p> <p>Professional registration number.....</p> <p>Years of experience in the consultancy industry.....</p>							
1.1.1.14	<p>The date of expiry of the project duration for achieving Practical Completion is</p> <p>.....</p>							
1.1.1.32	<p>The Contractor shall plan and establish all temporary works required for or in-connection with the execution of the permanent works and shall be deemed to have included all the costs within the bided rates.</p>							
5.4.2	<p>The access and possession of the site shall not be exclusively for the contractor but as set out in the Site Information.</p>							
6.2.1	<p>The Contractor shall deliver to the Engineer &amp; Client as part of the documentation required before commencement and the <b>Security</b> shall be one of the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"><b>Type of security</b></th> <th style="width: 20%;"><b>Contractor's Choice. Indicate "Yes" or "No"</b></th> </tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the Contract Sum, incl. VAT</td> <td style="height: 20px;"></td> </tr> <tr> <td>Performance guarantee of 10% of the Contract Sum, incl. VAT</td> <td style="height: 20px;"></td> </tr> </tbody> </table>		<b>Type of security</b>	<b>Contractor's Choice. Indicate "Yes" or "No"</b>	Cash deposit of 10% of the Contract Sum, incl. VAT		Performance guarantee of 10% of the Contract Sum, incl. VAT	
<b>Type of security</b>	<b>Contractor's Choice. Indicate "Yes" or "No"</b>							
Cash deposit of 10% of the Contract Sum, incl. VAT								
Performance guarantee of 10% of the Contract Sum, incl. VAT								
6.5.1.2. 3	<p>The percentage allowance to cover overhead charges is _____ %</p>							
<p><b>Note:</b> The total P &amp; G's amount shall not exceed 20% of the total bid amount.</p>								

Bidder..... Signature of Bidder.....

Date .....

### C1.3 Form of Guarantee

#### FORM OF GUARANTEE – PROFORMA DOCUMENT

The performance guarantee is to contain the wording of the pro-forma document included in the *General Conditions of Contract for Construction Works, Second Edition, 2010*, published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, at [www.saice.org.za](http://www.saice.org.za).

#### PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Second Edition, 2010:

#### GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

Physical Address: .....

"Employer" means: .....

"Contractor" means: .....

"Engineer" 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: .....

"Expiry Date" means: .....

#### CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

## PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer 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. 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 suretyship;
  - 3.2 its obligation under this Performance 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 issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim of 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 with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
  - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 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 calling up this Performance Guarantee, such demand stating that:
  - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance 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 Performance Guarantee is called up in terms of 5; and 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. Where the Guarantor has made payment in terms of 5, 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.

8. 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.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. 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 this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 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.
13. This Performance 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.
14. Where the Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

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

Capacity .....

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

Capacity .....

Witness signatory (1) .....

Witness signatory (2)

**C1.4 Occupational Health & Safety Agreement**

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

THIS AGREEMENT made  
between:

.....

(hereinafter referred to as "the Employer") of the one part, herein represented by:

.....

in his capacity as

.....

AND:

(hereinafter referred to as "the Mandatory") of the other part, herein represented  
by:

.....

in his capacity as

.....

and being duly authorised to act as Mandatory on behalf of the Contractor;  
WHEREAS the Employer is desirous that certain works be constructed, viz. (*contract  
No.*)

**8/2/109/20202021**

**CONSTRUCTION OF NYATYORA COMMUNITY  
HALL**

.....

**and has accepted a bid by the Mandatory for the construction, completion  
and defects correction of such works and whereas the Employer and the  
Mandatory have agreed to certain arrangements and procedures to be  
followed in order to ensure compliance by the Mandatory with the provisions  
of the Occupational Health and Safety Act 1993 (Act 85 of 1993);**

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. The Mandatory shall execute the work in accordance with the contract documents pertaining to this Contract.
2. This Agreement shall hold good from its commencement date, which shall be the date on which the site is handed over to the Mandatory by an order in writing from the Engineer, to either:
  - (a) the date of the final certificate issued in terms of clause 52(1) of the General



- Conditions of Contract 2010 (hereinafter referred to as "the GCC"), as applicable to this Contract, or
- (b) the date of termination of the contract in terms of clause 55 or clause 56 of the GCC.

3. The Mandatory declares himself to be conversant with the following:

- (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
- (i) Section 8: General duties of employers to their employees;
  - (ii) Section 9: General duties of employers and self-employed persons to persons other than employees;
  - (iii) Section 37: Acts or omissions by employees or mandataries; and
  - (iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
- (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

4. In addition to the requirements of Clause 36 of the General Conditions of Contract and all relevant requirements of the Contract, the Mandatory agrees to execute all the works forming part of this Contract and to operate and utilize all machinery, plant and equipment in accordance with the Act.

5. The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

At \_\_\_\_\_ for and on behalf of the  
**EMPLOYER** on

this the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ .

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

**CAPACITY:** \_\_\_\_\_

**WITNESSES:**

**SIGNATURES:** (1) \_\_\_\_\_

(2) \_\_\_\_\_

**NAMES:** (1) \_\_\_\_\_

(2) \_\_\_\_\_

At \_\_\_\_\_ for and on behalf of the  
**MANDATORY** on

this the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ .

**SIGNATURE:** .....

**CAPACITY:** .....

**WITNESSES:**

**SIGNATURES:** (1) .....

(2) .....

**NAMES:** (1) .....

(2) .....

## **PART C2: PRICING DATA**

**Note:** Pricing shall be in accordance with the latest JBCC stipulations

# **PART C2.2: BILL OF QUNTITIES**

**PRELIMINARIES**

## **PRICING CONTINUATION**

- SECTION 1: PRELIMINARIES COLLECTION  
(SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT)**
- SECTION 2: BUILDING WORKS**
- SECTION 3: CONCRETE BLOCK PAVING**
- SECTION 4: FENCING**
- SECTION 5: CONSTRUCTION OF TOILETS - BUILDING WORKS**
- SECTION 6: ELECTRICAL INSTALLATION - PROVISIONAL SUMS**

# **PART C3: SCOPE OF WORKS**

**The scope of works includes the following:**

- Construction of a New Community Hall 22m by 11m
- Erection two plastic water tanks
- Fencing of the property
- Construction of Ablution facilities (Male and Female)
- Paving of the walk-way
- Electricity Installation in the building.
- Office Furniture and plastic chairs

## **CONSTRUCTION PERIOD**

The construction period for the project is **4 months**.

## **PART C4: SITE INFORMATION**

**The site information will be made available on request and can be downloaded from google earth.**