



Technical Services Department

**CONTRACT NUMBER: NLM: TEC-133/18**

BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF THE CONCRETE  
PALISADE FENCE AT THE BORROW PIT IN TUMAHOLE EXTENSION 7

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|                       |  |
|-----------------------|--|
| <b>Name of Bidder</b> |  |
| <b>Tel</b>            |  |
| <b>Fax</b>            |  |
| <b>E-mail</b>         |  |
| <b>Bid Amount</b>     |  |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

# NGWATHE LOCAL MUNICIPALITY

## TECHNICAL SERVICES

CONTRACT NO: NLM: TEC-133/18

### BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF THE CONCRETE PALISADE FENCE AT THE BORROW PIT IN TUMAHOLE EXTENSION 7 CONTENTS

#### PAGE(S)

|            |   |                                  |
|------------|---|----------------------------------|
| PART T1    | BIDDING PROCEDURES .....  | 4                                |
| T1.1       | BID NOTICE AND INVITATION TO BID .....  | 4                                |
|            | NOTICE TO BIDDERS INCLUDED IN ALL BID DOCUMENTS .....   | 5                                |
|            | VERY IMPORTANT NOTICE ON DISQUALIFICATIONS: .....   | 5                                |
| T1.2       | BID DATA.....   | 7                                |
| PART T2    | RETURABLE DOCUMENTS.....  | 24                               |
| T2.1       | RETURABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES .....                                  | 25                               |
| T2.2       | OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES .....                                      | 44                               |
| FORM 2.2.5 | DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES MBD8.....                        | 49                               |
| T2.3       | RETURABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT .....                             | 56                               |
| PART C1    | AGREEMENT AND CONTRACT DATA .....   | ERROR! BOOKMARK NOT DEFINED.     |
| C1.1       | FORM OF OFFER AND ACCEPTANCE .....  | ERROR! BOOKMARK NOT DEFINED.     |
| C1.2       | CONTRACT DATA.....  | ERROR! BOOKMARK NOT DEFINED.     |
| C1.3       | FORM OF GUARANTEE .....   | ERROR! BOOKMARK NOT DEFINED.     |
| C1.4       | AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT<br>NO 85 OF 1993) ..... | ERROR! BOOKMARK NOT DEFINED.     |
| PART C2    | PRICING DATA .....  | ERROR! BOOKMARK NOT DEFINED.     |
| C2.1       | PRICING INSTRUCTIONS.....   | ERROR! BOOKMARK NOT DEFINED.     |
| C2.2       | BILL OF QUANTITIES.....   | 100                              |
| PART       | C3 SCOPE OF WORK.....   | ERROR! BOOKMARK NOT DEFINED.     |
| C3.1       | STANDARD SPECIFICATIONS .....   | ERROR! BOOKMARK NOT DEFINED. 114 |
| C3.2       | PROJECT SPECIFICATIONS.....   | 115                              |
| PART A:    | GENERAL .....   | ERROR! BOOKMARK NOT DEFINED.116  |
| PS-1       | PROJECT DESCRIPTION.....  | ERROR! BOOKMARK NOT DEFINED.116  |
| PS-2       | DESCRIPTION OF THE SITE AND ACCESS.....   | 117                              |
| PS-3       | DETAILS OF THE WORKS .....  | 118                              |
| PS-4       | CONSTRUCTION AND MANAGEMENT REQUIREMENTS .....  | ERROR! BOOKMARK NOT DEFINED.124  |
| PART B:    | AMENDMENTS TO THE STANDARD SPECIFICATIONS.....  | 128                              |
| B.1.       | APPLICABLE STANDARDISED SPECIFICATIONS .....  | 128                              |
| B.2        | VARIATIONS AND ADDITIONS TO SANS 1200 STANDARDIZED SPECIFICATIONS.....                          | 128                              |
| PART C:    | OHS 1993 SAFETY SPECIFICATION.....  | 131                              |

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Employer

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Witness 1

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Witness2

C4: SITE INFORMATION ..... 141

C4.1 LOCALITY PLAN..... 141

|             |             |             |             |             |             |
|-------------|-------------|-------------|-------------|-------------|-------------|
| <div></div> | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> |
| Contractor  | Witness 1   | Witness 2   | Employer    | Witness 1   | Witness2    |

**NGWATHE LOCAL MUNICIPALITY  
TECHNICAL SERVICES  
CONTRACT NO: NLM: TEC-133/18**

**BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION  
OF THE CONCRETE PALISADE FENCE AT THE BORROW PIT IN TUMAHOLE  
EXTENSION 7**

**PART T1 BIDDING PROCEDURES**

T1.1 BID NOTICE AND INVITATION TO BID

T1.2 BID DATA

**T1.1 BID NOTICE AND INVITATION TO BID**

**NGWATHE LOCAL MUNICIPALITY**

Bids are hereby invited for the following:

| <b><u>CONTRACT NO.:</u></b> | <b><u>DESCRIPTION:</u></b>                | <b><u>DOC. FEE</u></b> | <b><u>CLOSING DATE:</u></b> |
|-----------------------------|---|------------------------|-----------------------------|
| NLM:TEC-133/18              | Installation of the<br>Fence at the Parys | R 500.00               | 17/11/2022                  |

Acceptable bids will be evaluated by using a system that awards points on the basis of **80** points for bid price and **20** points in respect of B-BBEE status level of contribution. **The service provider should at least score a minimum of 60 points out of the 100 points for functionality in order to be considered in the next evaluation phase.**

**PLEASE NOTE THAT A VALID COMPANY'S TAX CLEARANCE CERTIFICATE AND A VALID SARS PIN (OR IN THE CASE OF A JOINT VENTURE, OF ALL THE PARTNERS IN THE JOINT VENTURE) MUST BE SUBMITTED WITH THE BID DOCUMENT.**

Bid documents will be available as from **08:30 on Friday, 08 November 2022**, and **thereafter on weekdays from 08:30 until 15:30 ONLY**, upon payment of a **cash** non-refundable document fee of **R 500-00 per document**, at the Cashiers, Ground Floor, Liebenbergstrek Street, Parys. Tel. No. (056) 816 2707

A compulsory briefing session and site inspection will be held on Friday, **09 November 2022 @ 12:00** at the Ngwathe Local Municipality offices forum building Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be sealed and externally endorsed **WITH THE CONTRACT NUMBER and PROJECT DESCRIPTION** and placed in **BID BOX at NGWATHE LOCAL MUNICIPALITY, LIEBENBERGSTREK STREET, PARYS ON/BEFORE 12H00 OF Thursday, 17 November 2022**. Bids which are not received and/or deposited in the specified bid box before 12:00 on the closing date for the bid mentioned hereinbefore, **will be marked as late bids and such bids shall not be considered by the NLM as valid bids**. Enquiries relating to this bid documents should be directed to **Mr Thabiso Mathibedi (Supply Chain Manager of Ngwathe LM) @ 056 816 2707** and Technical enquiries should be directed to **Mr Siyanda Mbangxa @ 056 817 7611**. Bidders' attention is specifically drawn to the provisions of the bid rules which are included in the bid documents. The lowest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid **not suitably endorsed or comprehensively completed**, as well as the right to accept a bid in whole or part. **Bids completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the NLM. TELEFAXED OR E-MAILED BIDS ARE NOT ACCEPTABLE.**

**N.T Baleni  
MUNICIPAL MANAGER  
NGWATHE LOCAL MUNICIPALITY**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

## NOTICE TO BIDDERS INCLUDED IN ALL BID DOCUMENTS

### VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an "Acceptable bid", and as such will be rejected.

"Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) read in conjunction with the Preferential Procurement Regulations, 2017.

1. If a **VALID** tax clearance certificate **AND** a **VALID SARS PIN** (or in the case of a joint venture, of all the partners in the joint venture) has not been submitted with the bid document on closing date of the bid. **(An expired tax clearance certificate and/or SARS pin submitted at the closure of the bid will NOT be accepted)**
2. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
3. Failure to complete the schedule of quantities as required, i.e. only lump sums provided.
4. Scratching out, writing over or painting out rates, without initialling next to the amended rates or information, affecting the evaluation of the bid.
5. The use of correction fluid (i.e. tippex) or any erasable ink, e.g. pencil.
6. Non-attendance of mandatory/compulsory: Site inspections or; Information/Clarification meetings.
7. The Bid has not been properly signed by a person having the authority to do so. **(Refer to Declaration)**
8. B-BBEE status level of contribution certificate is not attached, the bid **will not be disqualified but no points will be awarded.**
9. **Very important notice** Bidders must note that only information filled in at the spaces provided therefore in the bid document will be considered for evaluation purposes unless additional space is required and then only if the location of the additional information in the attachments is properly referred to by page number and section heading. Information supplied anywhere else will be disregarded which **may** lead to the rejection of the bid.  
**The attachment or inclusion of information not specifically asked for is not desirable and lead to delays in the awarding of bids. This includes Company Profiles and CV's**
10. The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract
11. The bid has been submitted either in the wrong bid box or after the relevant closing date and time
12. Failure to provide a valid certificate from the Department of Labour, or a declaration (Specific goals – "Equity ownership") by a designated employer that it complies with the Employment Equity Act 55 of 1998.
13. If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months. (Copies of all relevant municipal accounts to be attached to this bid)
14. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
15. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
  - (a) who is in the service of the state, or;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

- (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
  - (c) who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
16. **The bidder will be rejected if they are not registered in the required CIDB contractor grading designation (category) or higher, if required in this bid documentation**
  17. Bid offers will be rejected if the bidder or any of his directors is 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.
  18. Bid offers will be rejected if the bidder has abused the NLM's Supply Chain Management System and action was taken.
  19. Form of offer not completed and signed by the authorised signatory.
  20. Non submission of financial statements if required **(SEE BID DATA OR PRICING SCHEDULE)**

**NOTE:**

IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.

1. CLIENT, EMPLOYER, NGWATHE LOCAL MUNICIPALITY (NLM).
2. BID, TENDER AND VARIATIONS THEREOFF
3. JOINT VENTURE / CONSORTIUM

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

## NGWATHE LOCAL MUNICIPALITY

### TECHNICAL SERVICES

**CONTRACT NO: NLM: TEC-133/18**

#### **BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF THE CONCRETE PALISADE FENCE AT THE BORROW PIT IN TUMAHOLE EXTENSION 7**

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

The conditions of bid are the **Standard Conditions of Tender** as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, as printed in the Government Gazette No 31823 dated 30 January 2009.

The under mentioned items of data and deviations will have precedence over the Standard Conditions of bid conditions.

The **Standard Conditions of Bid** for Procurements makes 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.

| <b>Clause number</b>          | <b>Data</b>   |
|-------------------------------|---|
| F.1.1<br>ACTIONS              | The Employer is:<br>The Municipal Manager<br>NGWATHE LOCAL MUNICIPALITY<br>P O Box 395<br><b>PARYS</b><br>9585<br>Tel: 056 816 2400<br>Fax: 056 817 7709  |
| F.1.2<br><br>TENDER DOCUMENTS | The bid documents issued by the Employer comprise:<br><br><b>VOLUME 1</b><br><b>Part T1 Bidding procedures</b><br>Part T1.1 Bid notice and invitation to bid<br>Part T1.2 Bid data<br><b>Part T2 Returnable documents</b><br>Part T2.1 List of returnable documents<br>Part T2.2 Returnable schedules<br><br><b>THE CONTRACT</b><br><b>Part C1 Agreements and contract data</b><br>C1.1 Form of offer and acceptance<br>C1.2 Contract data<br>C1.3 Form of Guarantee<br>C1.4 Agreement in terms of Occupational Health and Safety Act, 1993<br><b>Part C2 Pricing Data</b><br>C2.1 Pricing Instructions<br>C2.2 Bill of Quantity<br><b>Part C3 Project Specifications</b><br>C3 Project Specifications<br><b>Part C4 Site Information</b> |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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|  | C4 Site Information   |
| F.1.4<br>COMMUNICATION AND<br>EMPLOYER'S AGENT | The Employer's agent is: <b>N.T Baleni</b><br>PO BOX 359<br>PARYS<br>9585<br><b>Tel: 056 817 7611</b><br><b>Fax: 056 817 7709</b>   |
| F.2.1<br>ELIGIBILITY                           | Only those bidders who are registered with the CIDB, for a <b>2 SQPE, class</b> of construction work, or higher, may submit the bid.<br><br>Joint Ventures are eligible to submit bids provided that: <ul style="list-style-type: none"> <li>(1) every member of the joint venture is registered with the CIDB, or who can provide written proof of their application for registration with the CIDB, prior to the evaluation of bids;</li> <li>(2) the lead partner has a contractor grading designation in the 2SQPE, or higher class of construction work; and</li> <li>(3) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum bidden for a or 2 SQPE, or higher class of construction work, is eligible to submit bids.</li> </ul>   |
| F.2.7<br>CLARIFICATION<br>MEETING              | <b>The arrangement for a compulsory briefing session and site inspection is:</b><br><b>Thursday , 09 November 2022 @ 12:00 The Municipal Offices, Ngwathe Local Municipality forum Building</b>   |
| F.2.12<br>ALTERNATIVE<br>TENDER OFFERS         | 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 obtained from the Employers Engineer.<br><br>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 and to evaluate the acceptability of the pricing proposals.<br><br>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. 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.<br><br>The modified Bid Data must include an amount equal to 5% of the amount bidden for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. |
| F.2.13.1<br>SUBMITTING A<br>TENDER OFFER       | Bidders may offer to provide any of the parts, or combinations thereof, of the works, services or supply identified in the contract data.   |

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Witness 1

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| F.2.13.3<br>SUBMITTING A<br>TENDER OFFER     | The whole original bid document, as issued by the NLM, shall be submitted, No copies will be accepted.<br><br>Bids may only be submitted on the Bid documentation issued by the NLM.  |
| F.2.13.5<br>SUBMITTING A<br>TENDER OFFER     | The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are:<br>Location of bid box : Tender Box<br>Physical address: NGWATHE LOCAL MUNICIPALITY<br>Liebenbergstrek Street<br><b>PARYS</b><br>9585<br>Identification details: <b>CONTRACT NO: NLM: TEC-133/18</b><br><b>INSTALLATION OF THE CONCRETE PALISADE FENCE AT THE BORROW PIT IN TUMAHOLE EXTENSION 7</b>                                |
| F.2.15<br>CLOSING TIME                       | The closing time for submission of bid offers is:<br><b>Date: Friday, 25 November 2022</b> Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will <b>not</b> be accepted.  |
| F.2.16<br>TENDER OFFER<br>VALIDITY           | The bid offer validity period is <b>90 days</b>   |
| F.2.18<br>PROVIDE OTHER<br>MATERIAL          | 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.2.19<br>INSPECTIONS, TESTS<br>AND ANALYSIS | All materials and workmanship shall be of the respective kinds described in C3.4.2.3(l) and in accordance with the Engineer's instruction or, failing such description or instruction, of the respective kinds suitable for the purpose intended and shall, from time to time, be subject to such tests by such persons as the Engineer may direct.   |
| F.2.23<br>CERTIFICATES                       | The bidder is required to submit with his bid.<br><br>(1) either a Certificate of Contractor Registration issued by the Construction Industry Development Board or a copy of the application Form for registration in terms of the Construction Industry Development Board Act (Form F006); and<br>(2) a valid Tax Clearance Certificate and SARS Pin, issued by the South African Revenue Services.<br>(3) Qualification certificates of the key personnel |
| F.3.4<br>OPENING OF BID<br>SUBMISSIONS       | The time and location for opening of the bid offers are Immediately after the closing time for submission of bid.<br>Location: NGWATHE LOCAL MUNICIPALITY<br>Liebenbergstrek Street<br><b>PARYS</b><br>9595   |

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| F.3.5<br>TWO-ENVELOPE<br>SYSTEM                       | A two-envelope procedure will <b>not</b> be followed.  |
| F.3.11<br>EVALUATION OF BID<br>OFFERS                 | The preference procedure for evaluation of responsive bid offers shall be the <b>80/20</b> point preference system, in full compliance with Form 2.3.3. Technical and general criteria will be evaluated in terms of paragraph 2.3.3.10  |
| F.3.13<br>ACCEPTANCE OF BID<br>OFFER                  | <b>Bids containing any one or more of the errors or omissions, or bids not having complied with any one of the peremptory bid conditions of this bid document, shall not be considered and shall automatically be rejected.</b>  |
| F.3.17<br>PROVIDE COPIES OF<br>THE CONTRACTS          | The number of paper copies of the signed contract to be provided by the Employer is <b>one</b> .   |
| ADDITIONAL<br>CONDITIONS<br>APPLICABLE TO THIS<br>BID | <p>The additional conditions of bid are:</p> <ol style="list-style-type: none"> <li>1 The Employer/Engineer may also request that the bidder provide written evidence that his financial, labour and other resources are adequate for carrying out the contract.</li> <li>2 The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations.</li> <li>3 The bid document shall be submitted as a whole and shall not be taken apart.</li> <li>4 List of returnable documents (PART T2) must be completed in full. (A bidder's company profile will not be used by the NLM to complete PART T2 on behalf of the bidder)</li> </ol> <p><b>NB: If PART T2 is not completed in full by the bidder, this offer will be rejected</b></p> |

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## STANDARD CONDITIONS OF TENDER

### F.1 General

#### F.1.1 Actions

**F.1.1.1** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender.

In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices

**F.1.1.2** The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

**F.1.1.3** The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

#### F.1.2 Tender Documents

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

#### F.1.3 Interpretation

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

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

**F.1.3.3** For the purposes of these conditions of tender, the following definitions apply:

a) conflict of interest means any situation in which:

i. someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;

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ii. an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

iii. Incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) Comparative offer means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis

c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

e) organization means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body

f) quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

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

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

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

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

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

#### **F.1.6 Procurement procedures**

##### **F.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

### **F.1.6.2 Competitive negotiation procedure**

**F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects or the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

**F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

**F.1.6.2.4** The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

### **F.1.6.3 Proposal procedure using the two stage-system**

#### **F.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

#### **F.1.6.3.2 Option 2**

**F.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

**F.1.6.3.2.2** The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

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

#### **F.2.1 Eligibility**

**F.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

**F.2.1.2** Notify the employer of any proposed material change in the capabilities of formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

#### **F.2.2 Cost of tendering**

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

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

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

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

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

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

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

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

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

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

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting are stated in the tender data.

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

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

### **F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

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

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

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

**F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data

**F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

### **F.2.11 Alterations to documents**

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

### **F.2.12 Alternative tender offers**

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F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

#### **F.2.13 submitting a tender offer**

**F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture 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 tender data.

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

**F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

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

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

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

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

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

**F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

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### **F.2.15 Closing time**

**F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

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

### **F.2.16 Tender offer validity**

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

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

**F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted

**F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

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

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (Or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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

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

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

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

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

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

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

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

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

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

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

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

### **F.2.23 Certificates**

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

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

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

**F.3.1.1** Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

**F.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity(or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

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

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

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

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

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

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

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

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**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**

A two-envelope system is **not applicable** in this contract.

### **F.3.6 Nondisclosure**

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

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

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

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

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

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### **F.3.9 Arithmetical errors omissions and discrepancies**

**F.3.9.1** Check responsive tender offers for discrepancies between amounts in words and amounts in figures.  
a) Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

**F.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; arithmetic errors in:
  - i) line item totals resulting from the product of a unit rate and quantity in bills of quantities or schedules prices; or
  - ii) the summation of the prices.

**F.3.9.3** Notify the tenderer of all errors or omissions that are identified in the tender off and either confirm the tender offer as tendered or accept the corrected total of prices.

**F.3.9.4** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

a) 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.

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b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### **F.3.10 Clarification of a tender offer**

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

### **F.3.11 Evaluation of tender offers**

#### **F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

#### **F.3.11.2 Method 1: Financial offer**

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

#### **F.3.11.3 Methods 2: Financial offer and preference**

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:

$$\text{TEV} = \text{Nfo} + \text{Np}$$

Where: Nfo is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated

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In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:

$$\text{TEV} = \text{Bfo} + \text{NQ}$$

Where: Nfo is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7,

NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

#### F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$\text{TEV} = \text{Nfo} + \text{Np} + \text{NQ}$$

Where: Nfo is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the with the highest

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number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

#### F.3.11.6 Decimal places

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

#### F.3.11.7 Scoring Financial Offers

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

$$N_{fo} = W1 * A$$

Where: Nfo is the number of tender evaluation points awarded for the financial offer.  
W1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.  
A is number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

| 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 | $A = (1 - \frac{P - P_m}{P_m})$ | $A = P_m / P$ |
| <p>A P<sub>m</sub> is the comparative offer of the most favourable comparative offer.</p> <p>P is the comparative offer of the tender offer under consideration.</p> |   |                                 |               |

#### F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

#### F.3.11.9 scoring quality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$NQ = W2 * S_o / M_s$$

Where: S<sub>o</sub> is the score for quality allocated to the submission under consideration;  
M<sub>s</sub> is the maximum possible score for quality in respect of a submission; and

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W2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

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

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

### **F.3.13 Acceptance of tender offer**

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) Is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, had suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) Complies with the legal requirements if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

### **F.3.14 Prepare contract documents**

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) Addenda issued during the tender period,
- b) Inclusion of some of the returnable documents, and
- c) Other revisions agreed between the employer and the successful tenderer,

F.3.14.2 complete the schedule of deviations attached to the form of offer and acceptance, if any.

### **F.3.15 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.3.16 Notice to unsuccessful tenderers**

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period

**F.3.16.2** After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

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**F.3.17. Provide copies of the contracts**

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

**F.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interest of tenderers or might prejudice fair competition between tenderers.

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TECHNICAL SERVICES

CONTRACT NO: NLM: TEC-133/18

BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF THE CONCRETE PALISADE FENCE AT THE BORROW PIT IN TUMAHOLE EXTENSION 7

**PART T2                      RETURNABLE DOCUMENTS**

*The bidder must complete the following returnable documents.*

Page(s)

|      |   |    |
|------|---|----|
| T2.1 | RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES.....      | 26 |
| T2.2 | OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES.....           | 41 |
| T2.3 | RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT..... | 53 |

**NOTE:**

Although the documents under Part T2 is headed “Returnable Documents” in line with the CIDB model, these are not the only documents to be returned together with the bid. **All** the documents indicated on Part T1, must be completed and signed where applicable and submitted as a **complete set of documents**.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2



## NGWATHE LOCAL MUNICIPALITY

### TECHNICAL SERVICES

**CONTRACT NO: NLM: TEC-133/18**

### **BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF THE CONCRETE PALISADE FENCE AT THE BORROW PIT IN TUMAHOLE EXTENSION 7**

#### **T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES**

| <b><u>CONTENTS</u></b>   | <b>PAGE(S)</b> |
|--|----------------|
| FORM 2.1.1: SCHEDULE OF CONSTRUCTION PLANT   | 26             |
| FORM 2.1.2: SIZE OF ENTERPRISE AND CURRENT WORKLOAD  | 28             |
| FORM 2.1.3: STAFFING PROFILE   | 29             |
| FORM 2.1.4: PROPOSED KEY PERSONNEL   | 30             |
| FORM 2.1.5: SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER  | 32             |
| FORM 2.1.6: FINANCIAL ABILITY TO EXECUTE THE PROJECT   | 33             |
| FORM 2.1.7: AUTHORITY FOR SIGNATORY  | 34             |
| FORM 2.1.8: SCHEDULE OF PROPOSED SUB CONTRACTORS   | 39             |
| FORM 2.1.9: FINANCIAL REFERENCES   | 40             |
| FORM 2.1.10: DETAILS OF ALTERNATIVE BIDS SUBMITTED   | 41             |
| FORM 2.1.11: AMENDMENTS & QUALIFICATIONS BY BIDDER   | 42             |
| FORM 2.1.12: LABOUR-ENHANCED METHODS: PROPOSED PLANNED ACTIONS OF BIDDER RESULTING IN DEVIATIONS FROM SPECIFIED WORK | 43             |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

### FORM 2.1.1 SCHEDULE OF CONSTRUCTIONAL PLANT

The Bidder shall state below what Constructional Plant will be available for the work should he be awarded the Contract.

#### FORM 2.1.1 SCHEDULE OF CONSTRUCTIONAL PLANT

The Bidder shall state below what Constructional Plant will be available for the work should he be awarded the Contract.

| DESCRIPTION, SIZE, CAPACITY | NUMBER |
|-----------------------------|--------|
|                             |        |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

| DESCRIPTION, SIZE, CAPACITY | NUMBER |
|-----------------------------|--------|
|                             |        |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

## FORM 2.1.2 SIZE OF ENTERPRISE AND CURRENT WORKLOAD

What was your turnover in the previous financial year? R\_\_\_\_\_

What is the estimated turnover for your current financial year? R\_\_\_\_\_

Physical facilities

Provide information on offices, factories, yards and warehouses occupied by your enterprise (attach details if the space provided is not enough)

| Description | Address | Area (m <sup>2</sup> ) |
|-------------|---------|------------------------|
|             |         |                        |
|             |         |                        |
|             |         |                        |
|             |         |                        |
|             |         |                        |

List your current contracts and obligations:

| Description | Value (R) | Start date | Duration | Expected completed date |
|-------------|-----------|------------|----------|-------------------------|
|             |           |            |          |                         |
|             |           |            |          |                         |
|             |           |            |          |                         |
|             |           |            |          |                         |
|             |           |            |          |                         |
|             |           |            |          |                         |
|             |           |            |          |                         |

Do you have the capacity to supply the goods and services described in this bid, should the contract be awarded to you?

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

## FORM 2.1.3 STAFFING PROFILE

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

| Own staff: gender and race | Number of staff |
|----------------------------|-----------------|
|                            |                 |
|                            |                 |
|                            |                 |
|                            |                 |
|                            |                 |
|                            |                 |
|                            |                 |
|                            |                 |
|                            |                 |
|                            |                 |
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| Staff to be employed for the project: gender and race | Number of staff |
|---|-----------------|
|   |                 |
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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness2

## FORM 2.1.4 PROPOSED KEY PERSONNEL

The Bidder shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the project should his Bid be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

| DESIGNATION                                  | NAME OF                       | NATIONALITY | SUMMARY OF     |                                   | NQF 7<br>Certified<br>Yes/No |
|--|-------------------------------|-------------|----------------|-----------------------------------|------------------------------|
|  | (i) NOMINEE<br>(ii) ALTERNATE |             | QUALIFICATIONS | EXPERIENCE AND PRESENT OCCUPATION |                              |
| <u>HEADQUARTERS</u><br>Partner/director      |                               |             |                |                                   |                              |
|  |                               |             |                |                                   |                              |
|  |                               |             |                |                                   |                              |
|  |                               |             |                |                                   |                              |
|  |                               |             |                |                                   |                              |
|  |                               |             |                |                                   |                              |
|  |                               |             |                |                                   |                              |
|  |                               |             |                |                                   |                              |
| Project manager                              |                               |             |                |                                   |                              |
|  |                               |             |                |                                   |                              |
|  |                               |             |                |                                   |                              |
|  |                               |             |                |                                   |                              |
|  |                               |             |                |                                   |                              |
|  |                               |             |                |                                   |                              |
| Other key staff<br>(give designation)        |                               |             |                |                                   |                              |
|  |                               |             |                |                                   |                              |
|  |                               |             |                |                                   |                              |
|  |                               |             |                |                                   |                              |
|  |                               |             |                |                                   |                              |
|  |                               |             |                |                                   |                              |
| <u>CONSTRUCTION MONITORING</u><br>Site Agent |                               |             |                |                                   |                              |
|  |                               |             |                |                                   |                              |
|  |                               |             |                |                                   |                              |
|  |                               |             |                |                                   |                              |
|  |                               |             |                |                                   |                              |
| Engineer on Site                             |                               |             |                |                                   |                              |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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| Construction supervisor (give designation) |  |  |  |  |  |
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|  |  |  |  |  |  |
| Other key staff (give designation)         |  |  |  |  |  |
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

**FORM 2.1.5 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER**

Provide the following information on **relevant previous experience**. Indicate comparable projects of similar or larger size. This information is material to the award of the Contract.

**No points will be awarded if reference cannot be reached or if it refuses to supply information. Give at least two (2) names and telephone numbers and e-mail address per reference.**

| <b>EMPLOYER</b><br>(Name, tel no and fax no) | <b>CONSULTING ENGINEER</b><br>(Name, tel no and fax no) | <b>NATURE OF WORK CARRIED OUT PREVIOUSLY</b> | <b>VALUE OF WORK</b> | <b>YEAR OF COMPLETION</b> |
|--|---|--|----------------------|---------------------------|
|  |   |  |                      |                           |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2



**FORM 2.1.6****FINANCIAL ABILITY TO EXECUTE THE PROJECT**

Provide details on the surety you will provide if the bid is awarded to you

AMOUNT

Which of the following institutions will provide surety?

- Bank registered in terms of the Bank Act 1990 (Act 94 of 1990): \_\_\_\_\_
- Insurance Company registered in terms of the Short Term Insurance Act 1998 (Act 53 of 1998): \_\_\_\_\_
- Cash: \_\_\_\_\_

Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules to the Employer

| Month no   | Amount (VAT included) |                    |                        |                         |
|--|-----------------------|--------------------|------------------------|-------------------------|
|  | a<br>Received         | b<br>Payments made | a – b<br>Net cash flow | Cumulative cash<br>flow |
| 1  |                       |                    | D                      | j=d                     |
| 2  |                       |                    | E                      | j+e=k                   |
| 3  |                       |                    | F                      | k+f=l                   |
| 4  |                       |                    | G                      | l+g=m                   |
| 5  |                       |                    | H                      | m+h=n                   |
| 6  |                       |                    | Etc.                   | Etc.                    |
| 7  |                       |                    |                        |                         |
| 8  |                       |                    |                        |                         |
| 9  |                       |                    |                        |                         |
| 10   |                       |                    |                        |                         |
| 11   |                       |                    |                        |                         |
| 12   |                       |                    |                        |                         |
| Maximum negative cash flow: Take the largest negative number in the last column and write it in here →→→→→→→ |                       |                    |                        |                         |

**Notes:**

- (i) Value added tax to be included in all amounts
- (ii) Assume payment of certificates within 30 days of approval of certificate

From what sources will you fund the above amount (e.g. Funds internally available, bank overdraft, loan, etc)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

**FORM 2.1.7 AUTHORITY FOR SIGNATORY**

All signatories, **excluding sole proprietors**, shall confirm their authority by **attaching to the last page of this bid** a duly signed and ***dated original or certified copy*** of the relevant resolution of their meeting of members or their board of directors, as the case may be, *or by completing one of the following*:

**1: COMPANIES / CLOSE CORPORATIONS**

"By resolution of **the board of directors or meeting of members** passed on \_\_\_\_\_

\_\_\_\_\_ has been duly authorised to sign all documents in connection with the Bid for

\_\_\_\_\_ and any Contract, which may arise there from on behalf of the Bidding

Entity, namely, \_\_\_\_\_

SIGNED ON BEHALF OF THE BIDDING ENTITY: NAME: \_\_\_\_\_

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

IN HIS/HERS CAPACITY AS: \_\_\_\_\_

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

AUTHORISED PERSON'S SPECIMEN SIGNATURE: \_\_\_\_\_

AUTHORISED PERSON'S SPECIMEN INITIAL \_\_\_\_\_

\*AND/OR \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ (INITIAL)

\*AND/OR \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ (INITIAL)

AS WITNESS: \_\_\_\_\_

All signatories, **including sole proprietors**, shall confirm their authority by **attaching to the last page of this bid** a duly signed and ***dated original or certified copy*** of the relevant resolution of their members or their board of directors, as the case may be.

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness2

An example for “COMPANIES / PARTNERSHIPS / CLOSE CORPORATIONS is shown below:

**AUTHORITY FOR SIGNATORY**

**1: COMPANIES / CLOSE CORPORATIONS**

**FORM TO BE COMPLETED**

"By resolution of the board of directors or meeting of members passed on \_\_\_\_\_ ,

(Mr/Me.).\_\_\_\_\_ has been duly authorised to sign all documents in connection

with the Bid for Contract number\_\_\_\_\_ and any Contract, which may arise there from on behalf of the Bidding Entity, namely,\_\_\_\_\_

SIGNED ON BEHALF OF THE BIDDING ENTITY: NAME: \_\_\_\_\_

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

IN HIS/HERS CAPACITY AS: \_\_\_\_\_

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

AUTHORISED PERSON'S SPECIMEN SIGNATURE: \_\_\_\_\_

AUTHORISED PERSON'S SPECIMEN INITIAL \_\_\_\_\_

\*AND/OR \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ (INITIAL)

\*AND/OR \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ (INITIAL)

\*AND/OR \_\_\_\_\_

\*AND/OR \_\_\_\_\_

AS WITNESS: 1. \_\_\_\_\_

\_\_\_\_\_

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness2

**AUTHORITY FOR SIGNATORY****2: JOINT VENTURE / CONSORTIUM / PARTNESHIP:**

We, the undersigned are submitting this bid and hereby authorize \_\_\_\_\_ to sign all documents in connection with the bid for *Contract number NLM-TEC-133/18* and any contract resulting from it on our behalf.

| NAME OF FIRMS | ADDRESS, TEL. NO., FAX. NO. | DULY AUTHORIZED SIGNATORY                          |
|---------------|-----------------------------|--|
|               |                             | Signature:.....<br>Name:.....<br>Designation:..... |
|               |                             | Signature:.....<br>Name:.....<br>Designation:..... |
|               |                             | Signature:.....<br>Name:.....<br>Designation:..... |
|               |                             | Signature:.....<br>Name:.....<br>Designation:..... |
|               |                             | Signature:.....<br>Name:.....<br>Designation:..... |

**SPECIMEN SIGNATURES AND INITIALS OF PERSON AUTHORIZED TO SIGN ALL DOCUMENTATION**

1. \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ (INITIAL)

2. \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ (INITIAL)

3. \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ (INITIAL)

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

AS WITNESS: 1. \_\_\_\_\_

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

The parties hereto form a Joint Venture for the purpose of jointly bidding and obtaining the award of contract for \* OF THE CONCRETE PALISADE FENCE AT THE BORROW PIT IN TUMAHOLE EXTENSION 7 and of jointly performing such contract under joint and several responsibility .

The share of the partners in the Joint Venture shall be:

Full Name and address of Lead enterprise

..... %

.....

Full Name and address of 2<sup>nd</sup> enterprise

..... %

.....

Full Name and address of 3<sup>rd</sup> enterprise

..... %

.....

The Lead Partner is hereby authorised to incur liabilities, receive instructions, payments, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.

The parties hereto shall make available to the Joint Venture the technical advice and benefit of their individual experience and shall, in all other respects, endeavour to share the responsibility and burden of the performance of the Joint Venture.

To this end the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss and personnel.

The Lead Partners shall supply, in its name, Professional Liability Insurance for the amount and period as stated in the Contract Data.

The Joint Venture may not be terminated by any of the parties hereto until either:

The contract has been awarded to another bidder

or

The work undertaken by the Joint Venture under the contract has been completed and all liabilities and claims incurred by and made by the Joint Venture have been settled, the bid is cancelled or the period of validity of bid extended.

No party to the Agreement shall be entitled to sell, assign or in any manner encumber or transfer its interest or any part thereof in the Joint Venture without obtaining the prior written consent of the other party hereto.

The Parties of the Joint Venture shall cooperate on an exclusive basis. No Party shall during the validity period of the bid submit a bid to or enter into a Contract with the NLM or any other party for the Project, either alone or in collaboration with a third party.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

**Authorised Signature Lead Partner.....**

Name .....

Designation .....

Signed at..... on .....

**Authorised Signature of 2<sup>nd</sup> Partner.....**

Name .....

Designation .....

Signed at..... on .....

**Authorised Signature of 3<sup>rd</sup> Partner.....**

Name .....

Designation .....

Signed at..... on .....

**(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE BID, ORIGINAL OR CERTIFIED COPIES OF DATED AND SIGNED RESOLUTIONS OF THE MEMBERS/DIRECTORS/PARTNERS AS THE CASE MAY BE.)**

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness2

**FORM 2.1.8****SCHEDULE OF PROPOSED SUBCONTRACTORS**

Provide details on all sub-contractors you intend utilising for this contract:

| Type of work to be used for        | a<br>% of<br>contract | Name of sub-contractor       | b<br>B-BBEE<br>status<br>level of<br>contribution |  | c=a x b/100<br>Total<br>contribution<br>to B-BBEE |
|------------------------------------|-----------------------|------------------------------|---|--|---|
|                                    |                       |                              |   |  |   |
|                                    |                       |                              |   |  |   |
|                                    |                       |                              |   |  |   |
|                                    |                       |                              |   |  |   |
|                                    |                       |                              |   |  |   |
|                                    |                       |                              |   |  |   |
| Total % of contract sub-contracted |                       | Total contribution of B-BBEE |   |  |   |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

**DETAILS OF BIDDING ENTITY'S BANK**

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

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

| DESCRIPTION OF BANK DETAIL             | BANK DETAILS APPLICABLE TO BIDDER |
|--|-----------------------------------|
| Name of bank                           |                                   |
| Contact person                         |                                   |
| Branch name                            |                                   |
| Branch code                            |                                   |
| Street address                         |                                   |
| Postal address                         |                                   |
| Telephone number                       | (     )                           |
| Fax number                             | (     )                           |
| Account number                         |                                   |
| Type of account, (i.e. cheque account) |                                   |

**BIDDER'S TAX DETAILS**

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2



**FORM 2.1.10      DETAILS OF ALTERNATIVE BIDS SUBMITTED**

See condition of bid.

| DESCRIPTION |
|-------------|
|             |

\_\_\_\_\_

Contractor

\_\_\_\_\_

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Witness 1

\_\_\_\_\_

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Witness 2

\_\_\_\_\_

Employer

11

Witness 1

Page 10

Witness2

See condition of bid

| PAGE | DESCRIPTION |
|------|-------------|
|      |             |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

**FORM 2.1.12 LABOUR-ENHANCED METHODS: PROPOSED PLANNED ACTIONS OF  
BIDDER RESULTING IN DEVIATIONS FROM SPECIFIED WORK**

| ACTIVITY OR PAY ITEM | DESCRIPTION OF PLANNED ACTION RESULTING IN DEVIATION FROM SPECIFIED WORK |
|----------------------|--|
|                      |  |
|                      |  |
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|                      |  |
|                      |  |
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**Compliance with Employment Equity Act 55 of 1998**

Attach a valid certificate from the Department of Labour, or a declaration (refer to "Form 2.3.5 – Specific goals") by the **designated employer**, that the employer complies with the relevant chapters of the Employment Equity Act.

**Definitions in terms of the last mentioned Act.**

**"designated employer"** means-

- an employer who employs 50 or more employees;
- an employer who employs fewer than 50 employees, but has a total annual turnover that is equal to or above the applicable annual turnover of a small business in terms of Schedule 4 to this Act."

**"Schedule 4"**

**TURNOVER THRESHOLD APPLICABLE TO DESIGNATED EMPLOYERS**

| Sector or sub sector in accordance with the Standard Industrial Classification | Total annual turnover |
|--|-----------------------|
| Agriculture  | R 5,00 m              |
| Mining and Quarrying   | R 39,00 m             |
| Manufacturing  | R 51,00 m             |
| Electricity, Gas and Water   | R 51,00 m             |
| Construction   | R 26,00 m             |
| Retail and Motor Trade and Repair Services                                     | R 39,00 m             |
| Wholesale Trade, Commercial Agents and Allied Services                         | R 64,00 m             |
| Catering, Accommodation and other Trade  | R 13,00 m             |
| Transport, Storage and Communications  | R 26,00 m             |
| Finance and Business Services  | R 26,00 m             |
| Community, Social and Personal Services  | R 13,00 m             |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## NGWATHE LOCAL MUNICIPALITY

### TECHNICAL SERVICES

**CONTRACT NO: NLM: TEC-133/18**

**BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF THE CONCRETE PALISADE FENCE AT THE BORROW PIT IN TUMAHOLE EXTENSION 7**

#### **T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES**

##### **CONTENTS**

FORM 2.2.1 CERTIFICATE OF BIDDER'S ATTENDANCE AT THE SITE/  
CLARIFICATION MEETING

FORM 2.2.2 TAX CLEARANCE CERTIFICATE AND SARS PIN

FORM 2.2.3 DECLARATION

FORM 2.2.4 DECLARATION OF INTEREST

FORM 2.2.5 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN  
MANAGEMENT PRACTICES

FORM 2.2.6 DECLARATION FOR PROCUREMENT ABOVE R10 MILLION

FORM 2.2.7 CERTIFICATE OF INDEPENDENT BID DETERMINATION

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Contractor

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Witness 2

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Employer

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Witness 1

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Witness2

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**FORM 2.2.2    TAX CLEARANCE CERTIFICATE MBD 2**

A VALID TAX CLEARANCE CERTIFICATE AND SARS PIN, OBTAINED FROM SARS TO BE SUBMITTED WITH BID DOCUMENTS.

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this bid not being further considered for the award of the contract, by the Bid Evaluation Committee.

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness2

I/We, the undersigned:

- (a) bid to supply and deliver to the NGWATHE LOCAL MUNICIPALITY [hereafter "NLM"] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;
- (b) agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;
- (c) further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; C3 and C4", attached hereto, should this bid be accepted in whole or in part;
- (d) confirm that this bid may only be accepted by the NLM by way of a duly authorised Letter of Acceptance;
- (e) declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;
- (f) declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the NLM and the undersigned;
- (g) certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown.;
- (h) acknowledge that the information furnished is true and correct;
- (i) accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of the NLM that the claims are correct. If the claims are found to be inflated, the NLM may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the NLM as a result of the award of the contract and/or cancel the contract and claim any damages which the NLM may suffer by having to make less favourable arrangements after such cancellation;
- (j) declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and
- (k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.
- (l) the signatory to the bid document is duly authorised; and
- (m) documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the NLM.

Signed at.....this.....day of..... 20.....

Name of Authorised Person: .....

Authorised Signature: .....

Name of Bidding Entity: .....

Date: .....

As witness: 1. ....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

## **FORM 2.2.4    DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state\*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name of Owner of the Bidding Entity: .....
  - 3.2 Identity Number: .....
  - 3.3 Company Registration Number: .....
  - 3.4 Tax Reference Number: .....
  - 3.5 VAT Registration Number: .....
  - 3.6 Are you presently in the service of the state\***YES / NO**
    - 3.6.1 If so, furnish particulars.  
.....  
.....
  - 3.7 Have you been in the service of the state for the past twelve months? **YES / NO**  
  
If so, furnish particulars.  
.....  
.....
  - 3.8 Do you, have any relationship (close family member, partner or associate) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
    - 3.8.1 If so, furnish particulars.  
.....

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

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

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness2

3.9 Are you, aware of any relationship (close family member, partner or associate) **YES / NO**  
between a bidder and any persons in the service of the state  
who may be involved with the evaluation and or adjudication of this bid?

3.9.1 If so, furnish particulars

.....

.....

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

3.10.1 If so, furnish particulars.

.....

.....

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

3.11.1 If so, furnish particulars.

.....

.....

## CERTIFICATION

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

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

SHOULD THE INFORMATION REQUIRED ON THIS FORM NOT DULY BE SUPPLIED, THIS BID WILL BE REJECTED.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidding Entity

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness2



**FORM 2.2.5 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES MBD8**

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

| Item  | Question   | Yes                             | No                             |
|-------|--|---------------------------------|--------------------------------|
| 4.1   | Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?<br><b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audialterampartem</i> rule was applied).</b>   | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:  |                                 |                                |
| 4.2   | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br><b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</b> | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars:  |                                 |                                |
| 4.3   | <b>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</b>  | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

#### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

|            |           |           |          |           |          |
|------------|-----------|-----------|----------|-----------|----------|
|            |           |           |          |           |          |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness2 |

**NAME OF BIDDING ENTITY**

.....

**FORM 2.2.6 DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)**

**BIDDERS MUST COMPLETE THE FOLLOWING QUESTIONNAIRE:**

1. Are you by law required to prepare annual financial Statements for auditing? **YES / NO**

- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

- 1.2 If no, un-audited financial statements must be submitted with your bid

.....

.....

2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?

**YES / NO**

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

- 2.2 If yes, provide particulars.

.....

.....

.....

.....

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

**YES / NO**

- 3.1 If yes, furnish particulars.

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness2

4. Will any portion of goods or services be sourced from outside the Republic and if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

YES / NO

4.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

**FORM 2.2.7 CERTIFICATE OF INDEPENDENT BID DETERMINATION**

**MBD 9**

- 1 This Form “2.2.7” must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the Supply chain management system of the municipality or municipal entity or has Committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or Fraudulent act during the bidding process or the execution of the contract
- 4 This Form “2.2.7” serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (Form “2.2.7”) must be completed and submitted with the bid:

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

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

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Contractor

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Witness 2

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Employer

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Witness 1

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Witness2

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Municipality / Municipal Entity)

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

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

(Name of Bidder)

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

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Witness2

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

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

**NGWATHE LOCAL MUNICIPALITY**

**TECHNICAL SERVICES**

**CONTRACT NO: NLM: TEC-133/18**

BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF THE CONCRETE  
PALISADE FENCE AT THE BORROW PIT IN TUMAHOLE EXTENSION 7

**T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT**

**CONTENTS**

|            |  |
|------------|--|
| FORM 2.3.1 | FORM CONCERNING FULFILMENT OF THE CONSTRUCTION<br>REGULATIONS, 2003..... |
| FORM 2.3.2 | RECORD OF ADDENDA TO BID DOCUMENTS.....                                  |
| FORM 2.3.3 | CONDITIONS PERTAINING TO TARGETED PROCUREMENT .....                      |
| FORM 2.3.4 | GENERAL INFORMATION.....   |
| FORM 2.3.5 | SPECIFIC GOALS.....  |

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Contractor

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Witness 2

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Employer

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Witness 1

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## FORM 2.3.1 FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2003

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

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

|     |  |
|-----|--|
| YES |  |
| NO  |  |

- 2 Proposed approach to achieve compliance with the Regulations (Tick)

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

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

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.....

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

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Witness 2

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Employer

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Witness 1

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Witness 2

5 Potential key risks identified and measures for addressing risks:

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

|     |  |
|-----|--|
| YES |  |
| NO  |  |

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

**FORM 2.3.2 RECORD OF ADDENDA TO BID DOCUMENTS**

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

|    | Date | Title or Details  |
|----|------|---|
| 1  |      | Confirmatory notes of compulsory site/clarification meeting |
| 2  |      |   |
| 3  |      |   |
| 4  |      |   |
| 5  |      |   |
| 6  |      |   |
| 7  |      |   |
| 8  |      |   |
| 9  |      |   |
| 10 |      |   |

Attach additional pages if more space is required.

.....  
Signature of Authorized person:

.....  
Date:

Name: .....

Position: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

### **FORM 2.3.3 FUNCTIONALITY SCORE CARD**

If the details are not provided in the Returnable Schedules zero "0" points will be awarded for quality criteria and the tender will be considered to be inexperienced.

| Description of quality criteria & Sub-criteria  | No of points | points Awarded |
|---|--------------|----------------|
| <b>Company Profile</b><br><br>Main business – Civil Construction (2) reflected on the treasury registration documents<br><br>Business Address – (4) Submit proof of levy or municipal rates and taxes<br><br>Directors/Shareholders- submit proof of address within Ngwathe (4)<br><br><div style="text-align: right;">Within Fezile Dabi (3)</div> <div style="text-align: right;">Within Free State (2)</div> <div style="text-align: right;">Any other province (1)</div>                                      | 10           |                |
| Key Personnel Qualification Schedule (Qualification Certificates to be attached to obtain full marks)<br><br>a) <b>Site Manager</b> - minimum 5 yrs experience (3) NQF5 (3); Relevant Qualification i.e ND Civil Eng/N6 Civil Engineering (2) Minimum 2 Projects executed (3)<br><br>b) <b>General Foreman</b> - minimum 3 yrs experienced (3); NQF2 (3)<br><br>c) <b>Safety Officer</b> - minimum 2yrs (2) Relevant Safety Qualification (3)<br><br>d) <b>Operator</b> - minimum 2yrs (2); Operators License (3) | 30           |                |
| Previous experience - Similar project experience as the work tendered for i.e <b>fencing</b><br><br>Completion Certificate to be attached for each project successfully completed<br><br>One (1) Similar project completed successfully (7), Two(2) Similar project completed successfully (14)<br><br>Three (3) Similar project completed successfully (21), Four (4) Similar project completed successfully (28)<br><br>Five (5) Similar project completed successfully (30)                                    | 30           |                |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

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| <b>Relevant Plant available</b> (Ownership details must be provided - licence disk info or Insurance details of<br><br>proof of hire) – <b>full complement of plant &amp; equipment relevant to the works get full points ie Min of 1 TLB, 1 truck and 1 LDV long base.</b><br><br>Plant & Tools Hired (1) - Letter of Intent to be provided from Hiring Company<br><br>Plant & Tools Hired (1) - Letter of Intent to be provided from Hiring Company<br><br>Plant & Tools Hired (1) - Letter of Intent to be provided from Hiring Company<br><br>Plant & Tools Hired (1) - Letter of Intent to be provided from Hiring Company<br><br>Plant & Tools Hired (1) - Letter of Intent to be provided from Hiring Company<br><br>Plant & Tools Hired (1) - Letter of Intent to be provided from Hiring Company<br><br>Plant & Tools Hired (1) - Letter of Intent to be provided from Hiring Company | 10 |  |
| <b>The maximum number of points that can be scored</b>   | 80 |  |
| For the purpose of comparison and in order to ensure a meaningful evaluation, bidders are requested to furnish detailed information on substantiation of compliance to the evaluation criteria. <b>The service provider should at least score a minimum of 70 points out of the 100 points in order to be considered in the next evaluation phase</b>  |    |  |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

**FORM 2.3.3    CONDITIONS PERTAINING TO TARGETED PROCUREMENT**

- 2.3.3.1        PREAMBLE
- 2.3.3.2        DEFINITIONS
- 2.3.3.3        LEGISLATIVE BASE
- 2.3.3.4        SCOPE
- 2.3.3.5        PURPOSE
- 2.3.3.6        OBJECTIVES
- 2.3.3.7        GENERAL PRINCIPLES GOVERNING THE MUNICIPALITY IN ITS  
INTERACTION WITH BIDDERS
- 2.3.3.8        ADJUDICATION OF BIDS
- 2.3.3.9        ADJUDUCATION USING A POINT SYSTEM
- 2.3.3.10       IMPLEMENTATION FRAMEWORK
- 2.3.3.11       COMPLAINTS/DISQUALIFICATIONS
- 2.3.3.12       DISQUALIFICATIONS
- 2.3.3.13       DATABASE ON LOCAL SMME

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Contractor

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Employer

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Witness 1

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Witness2

**NGWATHE LOCAL MUNICIPALITY**

**CONTRACT NO: NLM: TEC-133/18**

**BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF THE CONCRETE PALISADE FENCE AT THE BORROW PIT IN TUMAHOLE EXTENSION 7**

**2.3.3 CONDITIONS PERTAINING TO TARGETED PROCUREMENT**

**PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000:  
PREFERENTIAL PROCUREMENT REGULATIONS, 2017  
As published in  
GOVERNMENT GAZZETTE No. 40553 of 20 JANUARY 2017**

**SCHEDULE**

**Contents**

**PART ONE: DEFINITIONS**

1. Definitions
2. Application

**PART TWO: PLANNING AND STIPULATION OF PREFERENCE POINT SYSTEM TO BE UTILIZED, EVALUATION OF TENDERS ON FUNCTIONALITY, PREFERENCE POINT SYSTEM AND BROAD-BASED BLACK ECONOMIC EMPOWERMENT STATUS, AWARD OF CONTRACTS TO TENDERERS NOT SCORING THE HIGHEST NUMBER OF POINTS AND THE CANCELLATION AND RE-INVITATION OF TENDERS**

3. Planning and stipulation of preference point system to be utilized
4. Evaluation of tenders on functionality
5. The 80/20 preference point system for the acquisition of goods, works and /or services for Rand value equal to or above R30 000 up to R50 million
6. The 90/10 preference point system for the acquisition of goods, works and / or services with a Rand value above R50 million
7. Award of contracts to tenderers not scoring the highest number of points
8. Cancellation and re-invitation of tenders

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**PART THREE: LOCAL PRODUCTION AND CONTENT, B-BBEE STATUS LEVEL CERTIFICATES, CONDITIONS, DECLARATIONS, REMEDIES, TAX CLEARANCE, REPEAL OF REGULATION SAND SHORT TITLE AND COMMENCEMENT**

9. Local production and content
10. B-BBEE status level certificates
11. Conditions
12. Declarations
13. Remedies
14. Tax clearance
15. Repeal of regulations
16. Short title and commencement

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2



## PART ONE

### DEFINITIONS AND APPLICATION

#### Definitions

1. In these Regulations, any word or expression to which a meaning has been assigned in the Act has the meaning so assigned, and, unless the context otherwise indicates-
- (a) **"Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
  - (b) **"all applicable taxes"** includes value-added tax, pay as you earn, Income tax, unemployment insurance fund contributions and skills development levies;
  - (c) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
  - (d) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
  - (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
  - (f) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
  - (g) **"consortium or joint venture"** 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;
  - (h) **"contract"** means the agreement that results, from the acceptance of a tender by an organ of state;
  - (i) **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
  - (j) **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

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- (k) **"functionality"** means the measurement according to predetermined norms, as set out in the tender documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a tenderer;
- (l) **"imported content"** means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African port of entry;
- (m) **"local content"** means that portion of the tender price which is not included in the imported content, provided that local manufacture does take place;
- (n) **"non-firm prices"** means all prices other than "firm" prices; (o) **"person"** includes a juristic person;
- (p) **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry;
- (q) **"rand value"** means the total estimated value of a contract in South African, currency, calculated at the time of tender invitations, and includes all applicable taxes and excise duties;
- (r) **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (s) **"tender"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive tendering processes or proposals;
- (t) **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (u) **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (v) **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

## Application

2. (1) These regulations apply to organs of state as contemplated in section 1(iii) of the Act and all public entities listed in schedules 2, 3A, 3B, 3C and 3D to the Public Finance Management Act, 1999, Act No. 1 of 1999, (as amended by Act 29 of 1999) and municipal entities.
- (2) An organ of state contemplated in sub-regulation (1) must, unless the Minister of Finance has directed otherwise, only apply a preferential procurement system which is in accordance with the Act and these regulations.

## PART TWO

### **PLANNING AND STIPULATION OF PREFERENCE POINT SYSTEM TO BE UTILIZED, EVALUATION OF TENDERS ON FUNCTIONALITY, PREFERENCE POINT SYSTEM AND BROAD-BASED BLACK ECONOMIC EMPOWERMENT STATUS, AWARD OF CONTRACTS TO TENDERERS NOT SCORING THE HIGHEST NUMBER OF POINTS AND THE CANCELLATION AND RE-INVITATION OF TENDERS**

#### **Planning and stipulation of preference point system to be utilized**

3. An organ of state must, prior to making an invitation for tenders
- a. properly plan for, and, as far as possible, accurately estimate the costs of the provision of services, works or goods for which an invitation for tenders is to be made;
  - b. determine and stipulate the appropriate preference point system to be utilized in the evaluation and adjudication of the tenders; and
  - c. determine whether the services, works or goods for which an invitation for tenders is to be made has been designated for local production and content in terms of regulation 9.

#### **Evaluation of tenders on functionality**

4. (1) An organ of state must indicate in the invitation to submit a tender if that tender will be evaluated on functionality.
- (2) The evaluation criteria for measuring functionality must be objective.
- (3) When evaluating tenders on functionality, the-
- (a) Evaluation criteria for measuring functionality;
  - (b) Weight of each criterion;
  - (c) Applicable values; and
  - (d) Minimum qualifying score for functionality must be clearly specified in the invitation to submit a tender.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

(4) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.

(5) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference point systems prescribed in regulations 5 and 6.

**The 80/20 preference point system for the acquisition of goods, works and /or services for Rand value equal to or above R30 000 up to R50 million**

(1) (a) The following formula must be used to calculate the points for price in respect of tenders (including price quotations) with a Rand value equal to, or above R 30 000 and up to a Rand value of R50 000 000 (all applicable taxes included):

$$Ps = 80 \left( 1 - \frac{(Pt - Pmin)}{Pmin} \right)$$

Where

Ps = Points scored for comparative price of tender or offer under consideration;

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

(b) Organs of state may apply the formula in paragraph (a) for price quotations with a value less than R 30 000, if and when appropriate:

(2) Subject to sub-regulation (3), points must be awarded to a tenderer for attaining the BBEE status level of contributor in accordance with the table below.

| B-BBEE Status Level of Contributor | Number of Points |
|------------------------------------|------------------|
| 1                                  | 20               |
| 2                                  | 18               |
| 3                                  | 14               |
| 4                                  | 12               |
| 5                                  | 8                |
| 6                                  | 6                |
| 7                                  | 4                |
| 8                                  | 2                |
| Non-compliant contributor          | 0                |

(3) A maximum of 20 points may be allocated in accordance with sub-regulation (2).

(4) The points scored by a tenderer in respect of B-BBEE contribution contemplated in sub-regulation (2) must be added to the points scored for price as calculated in accordance with sub-regulation (1).

(5) Subject to regulation 7, the contract must be awarded to the tenderer who scores the highest total number of points.

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

**6. The 90/10 preference point system for the acquisition of goods, works and / or services with a Rand value above R50 million**

(1) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):

$$Ps = 90 \left( 1 - \frac{(Pt - Pmin)}{Pmin} \right)$$

Where

Ps = Points scored for comparative price of tender or offer under consideration;

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

(2) Subject to sub-regulation (3), points must be awarded to a tenderer for attaining their B-BBEE status level of contributor in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of Points |
|------------------------------------|------------------|
| 1                                  | 10               |
| 2                                  | 9                |
| 3                                  | 6                |
| 4                                  | 5                |
| 5                                  | 4                |
| 6                                  | 3                |
| 7                                  | 2                |
| 8                                  | 1                |
| Non-compliant contributor          | 0                |

(3) A maximum of 10 points may be allocated in accordance with sub-regulation (2).

(4) The points scored by a tenderer in respect of the level of B-BBEE contribution contemplated in sub-regulation (2) must be added to the points scored for price as calculated in accordance with sub-regulation (1).

(5) Subject to regulation 7, the contract must be awarded to the tenderer who scores the highest total number of points.

**Award of contracts to tenderers not scoring the highest number of points**

7. (1) A contract may be awarded to a tenderer that did not score the highest total number of points, only in accordance with section 2 (1) (f) of the Act.

**Cancellation and re-invitation of tenders**

8. (1) (a) In the event that, in the application of the 80/20 preference point system as stipulated in the tender documents, **all** tenders received exceed the estimated Rand value of R50 000 000, the tender invitation must be cancelled.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(b) If one or more of the acceptable tenders received are within the prescribed threshold of R50 000 000, all tenders received must be evaluated on the 80/20 preference point system.

(2) (a) In the event that, in the application of the 90/10 preference point system as stipulated in the tender documents, **all** tenders received are equal to, or below R50 000 000, the tender must be cancelled.

(b) If one or more of the acceptable tenders received are above the prescribed threshold of R50 000 000, all tenders received must be evaluated on the 90/10 preference point system.

(3) An organ of state which has cancelled a tender invitation as contemplated in sub-regulations (1)(a) and (2)(a) must re-invite tenders and must, in the tender documents, stipulate the correct preference point system to be applied.

(4) An organ of state may, prior to the award of a tender, cancel a tender if-

(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or

(b) funds are no longer available to cover the total envisaged expenditure; or

(c) no acceptable tenders are received.

(5) The decision to cancel a tender in terms of sub-regulation (4) must be published in the *Government Tender Bulletin* or the media in which the original tender invitation was advertised.

### **PART THREE**

#### **LOCAL PRODUCTION AND CONTENT, B-BBEE STATUS LEVEL CERTIFICATES, CONDITIONS, DECLARATIONS, REMEDIES, TAX CLEARANCE, REPEAL OF REGULATIONS AND SHORT TITLE AND COMMENCEMENT**

##### **Local production and content**

**8.** (1) The Department of Trade and Industry may, in consultation with the National Treasury

(a) designate a sector, sub-sector or industry or product in accordance with national development and industrial policies for local production and content, where only locally produced services or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content, taking into account economic and other relevant factors; and

(b) stipulate a minimum threshold for local production and content.

(2) An organ of state must, in the case of a designated sector, advertise the invitation to tender with a specific condition that only locally produced goods or locally manufactured

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goods, meeting the stipulated minimum threshold for local production and content, will be considered.

(3) The National Treasury must inform organs of state of any designation made in terms of regulation 8(1) through a circular.

(4)(a) If there is no designated sector, an organ of state may include, as a specific condition of the tender, that only locally produced services or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

(b) The threshold referred to in paragraph (a) must be in accordance with the standards determined by the Department of Trade and Industry in consultation with the National Treasury.

(5) A tender that fails to meet the minimum stipulated threshold for local production and content is an unacceptable tender.

### **Subcontracting as condition of tender**

**9.** (1) If feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups.

(2) If an organ of state applies subcontracting as contemplated in sub-regulation (1), the organ of state must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to

(a) an EME or QSE;

(b) an EME or QSE which is at least 51% owned by black people;

(c) an EME or QSE which is at least 51% owned by black people who are youth;

(d) an EME or QSE which is at least 51% owned by black people who are women;

(e) an EME or QSE which is at least 51% owned by black people with disabilities;

(f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;

(g) a cooperative which is at least 51% owned by black people;

(h) an EME or QSE which is at least 51% owned by black people who are military veterans; or

(i) more than one of the categories referred to in paragraphs (a) to (h).

(3) The organ of state must make available the list of all suppliers registered on a database approved by the National Treasury to provide the required goods or services in respect of the applicable designated groups mentioned in sub regulation (2) from which the tenderer must select a supplier.

### **Criteria for breaking deadlock in scoring**

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**10.** (1) If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for B-BBEE.

(2) If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points for B-BBEE, the contract must be awarded to the tenderer that scored the highest points for functionality.

(3) If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

### **Award of contracts to tenderers not scoring highest points**

**11.** (1) A contract may be awarded to a tenderer that did not score the highest points only in accordance with section 2(1)(f) of the Act.

(2) If an organ of state intends to apply objective criteria in terms of section 2(1) (f) of the Act, the organ of state must stipulate the objective criteria in the tender documents.

### **Subcontracting after award of tender**

**12.** (1) A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.

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

(3) A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

### **Cancellation of tender**

**13.** (1) An organ of state may, before the award of a tender, cancel a tender invitation if

(a) due to changed circumstances, there is no longer a need for the goods or services specified in the invitation;

(b) funds are no longer available to cover the total envisaged expenditure;

(c) no acceptable tender is received; or

(d) there is a material irregularity in the tender process.

(2) The decision to cancel a tender invitation in terms of sub regulation (1) must be published in the same manner in which the original tender invitation was advertised.

(3) An organ of state may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

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## Remedies

**14.** (1) Upon detecting that a tenderer submitted false information regarding its BBBEE status level of contributor, local production and content, or any other matter required in terms of these Regulations which will affect or has affected the evaluation of a tender, or where a tenderer has failed to declare any subcontracting arrangements, the organ of state must

(a) Inform the tenderer accordingly;

(b) Give the tenderer an opportunity to make representations within 14 days as to why

(i) The tender submitted should not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part;

(ii) If the successful tenderer subcontracted a portion of the tender to another person without disclosing it, the tenderer should not be penalised up to 10 percent of the value of the contract; and

(iii) the tenderer should not be restricted by the National Treasury from conducting any business for a period not exceeding 10 years with any organ of state; and

(c) If it concludes, after considering the representations referred to in sub regulation

(1)(b), that

(i) Such false information was submitted by the tenderer

(aa) disqualify the tenderer or terminate the contract in whole or in part; and

(bb) if applicable, claim damages from the tenderer; or (ii) the successful tenderer subcontracted a portion of the tender to another person without disclosing, penalise the tenderer up to 10 percent of the value of the contract.

(2)(a) An organ of state must

(i) inform the National Treasury, in writing, of any actions taken in terms of sub regulation (1);

(ii) Provide written submissions as to whether the tenderer should be restricted from conducting business with any organ of state; and

(iii) Submit written representations from the tenderer as to why that tenderer should not be restricted from conducting business with any organ of state.

(b) The National Treasury may request an organ of state to submit further information pertaining to sub regulation (1) within a specified period.

(3) The National Treasury must

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(a) after considering the representations of the tenderer and any other relevant information, decide whether to restrict the tenderer from doing business with any organ of state for a period not exceeding 10 years; and

(b) Maintain and publish on its official website a list of restricted suppliers.

### **Circulars and guidelines**

**15.** The National Treasury may issue

(a) a circular to inform organs of state of any matter pertaining to these Regulations; or

(b) a guideline to assist organs of state with the implementation of any provision of these Regulations.

### **Repeal of Regulations and saving**

**16.** (1) Subject to this regulation, the Preferential Procurement Regulations, 2011, published in Government Notice No R. 502 of 8 June 2011 (herein called “the 2011 Regulations), are here by repealed with effect from the date referred to in regulation 17.

(2) Any sector designated and minimum threshold determined for local production and content for purposes of regulation 9 of the 2011 Regulations and in force immediately before the repeal of the 2011 Regulations, are regarded as having been done under regulation 8(1) of these Regulations.

(3) Any tender advertised before the date referred to in regulation 17 must be dealt with in terms of the 2011 Regulations.

### **Short title and commencement**

**17.** These Regulations are called the Preferential Procurement Regulations, 2017 and take effect on 1 April 2017.

### **FORM 2.3.4 GENERAL INFORMATION**

1. Name of bidding entity:

74

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

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2. Contact details

Contact name and number: \_\_\_\_\_

Address of bidding entity:

\_\_\_\_\_

Postal code:

\_\_\_\_\_

Tel no: (        )                      Fax no: (        )

\_\_\_\_\_

E-mail address:

\_\_\_\_\_

3. Legal entity: Mark with an X.

|                   |  |
|-------------------|--|
| Sole proprietor   |  |
| Partnership       |  |
| Close corporation |  |
| Company (Pty) Ltd |  |
| Joint venture     |  |

In the case of a Joint venture, provide details on joint venture members:

| Joint venture member | Type of entity (as defined above) |
|----------------------|-----------------------------------|
|                      |                                   |
|                      |                                   |
|                      |                                   |
|                      |                                   |

4. Income tax reference number: **(COMPULSORY)**  
(In the case of a joint venture, provide for all joint venture members)

\_\_\_\_\_

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5. VAT registration number **(COMPULSORY)**:  
(In the case of a joint venture, provide for all joint venture members)

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6. Company or closed corporation registration number **(COMPULSORY)**:  
(In the case of a joint venture, provide for all joint venture members)

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7. Construction Industry Development Board (CIDB) registration number **(COMPULSORY)**  
(In the case of a joint venture, provide for all joint venture members)

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8. Municipal rates and taxes or service charges accounts of  
bidding entities and its directors / members **(COMPULSORY)**  
(In the case of a joint venture, provide for all joint venture members)

**ATTACH COPIES OF ALL LATEST MUNICIPAL ACCOUNTS**

**(SEE "NOTICE TO BIDDERS:**

**VERY IMPORTANT NOTICE ON DISQUALIFICATIONS"**

**PARAGRAPH No. 13)**

9. Details of proprietor, partners, closed corporation members, or company directors, indicating  
technical qualifications where applicable (Form on the next page).

10. For joint ventures the following must be attached:

- Written authority **of each JV partner**, for authorized signatory.
- The joint venture agreement.
- The major partner to satisfy at least 40 percent of the turnover and credit amount  
criteria, and each other partner at least 25 percent of the criteria.

**SIGNATURE OF AUTHORIZED PERSON :** .....

**DATE :** .....

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**DETAILS OF PROPRIETOR, PARTNERS, CLOSED CORPORATION MEMBERS OR  
COMPANY DIRECTORS**

(In the event of a joint venture, to be completed by all joint venture partners)

| Name and Identity Number | Relevant qualifications and experience | Years of relevant experience |
|--------------------------|--|------------------------------|
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Witness 1

Witness 2

Employer

Witness 1

Witness2

## THE CONTRACT

PART C1 AGREEMENT AND CONTRACT DATA

PART C2 PRICING DATA

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

NGWATHE LOCAL MUNICIPALITY

TECHNICAL SERVICES

**CONTRACT NO: NLM: TEC-133/18**

**BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF THE CONCRETE  
PALISADE FENCE AT THE BORROW PIT IN TUMAHOLE EXTENSION 7**

**PART C1 AGREEMENT AND CONTRACT DATA**

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.2 CONTRACT DATA

C1.3 FORM OF GUARANTEE

C1.4 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH  
AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

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

### **FORM OF OFFER AND ACCEPTANCE (AGREEMENT)**

#### **OFFER**

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

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

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

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

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Rand (in words);

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\_\_\_\_\_

(in figures),

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

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.

#### **FOR THE BIDDER:**

Signature(s)

Name(s)

Capacity

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Name and signature of Witness \_\_\_\_\_

Date \_\_\_\_\_

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



## 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 Contractor 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 C1Agreements and Contract Data, (which includes this Agreement)

Part C2Pricing Data

Part C3Scope of Work

Part C4Site Information

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

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto 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 duly 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 fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) 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.

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.

### FOR THE NLM:

Signature(s)

Name(s)

Capacity

NGWATHE LOCAL MUNICIPALITY  
(Name and address of organisation)

Name and signature of witness \_\_\_\_\_

Date \_\_\_\_\_

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness2

## SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the bid documents issued by the Employer prior to 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 matter 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 | <b>Subject</b> _____<br>Details _____ |
| 2 | <b>Subject</b> _____<br>Details _____ |
| 3 | <b>Subject</b> _____<br>Details _____ |
| 4 | <b>Subject</b> _____<br>Details _____ |
| 5 | <b>Subject</b> _____<br>Details _____ |
| 6 | <b>Subject</b> _____<br>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 change 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.

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness2

**FOR THE BIDDER:**

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

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

Capacity \_\_\_\_\_

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

Name and signature of witness

\_\_\_\_\_ Date \_\_\_\_\_

**FOR THE NLM:**

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

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

Capacity \_\_\_\_\_

*NGWATHE LOCAL MUNICIPALITY*  
(Name and address of organisation)

Name and signature of witness

\_\_\_\_\_ Date \_\_\_\_\_

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness2

## C1.2 CONTRACT DATA

### GENERAL CONDITIONS OF CONTRACT

The general conditions of Contract for Construction Works, 2<sup>nd</sup> Edition (2010), published by the South African Institution of Civil Engineering, is applicable to this Contract.

The General Conditions of Contract are not bound into this document, but are available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685 or [www.saice.org.za](http://www.saice.org.za)

### CONTRACT DATA

In terms of clause 1.1.18 of the General Conditions of Contract for Construction Works, 2<sup>nd</sup> Edition (2010), the following Contract Data apply to this Contract.

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.

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

| Clause    | Contract Data  |
|-----------|--|
| 1.1.1.5   | Replace the contents of Clause 1.1.1.5 with the following:<br>The "Commencement Date" means the date on which the contractor receives a written instruction from the Employer to commence with the Works. The instruction to commence with the works will not be issued later than 28 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect. |
| 1.1.1.13  | Add the following to the end of this definition:<br>The Defects Liability Period is 12 months.   |
| 1.1.1.114 | Add the following to the end of this definition:<br>This clause shall apply <i>mutatis mutandis</i> to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.  |
| 1.1.1.15  | The Employer is NGWATHE LOCAL MUNICIPALITY.  |
| 1.1.1.26  | The pricing strategy is Re-measurement Contract.   |
| 1.2.1     | Add the following to the clause:<br>1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.<br>1.2.1.4 Posted to the Contractor's address, and delivered by the postal authorities.   |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

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|         | 1.2.1.5 Delivered by a courier service, and signed for by the recipient or his representative.   |
| 1.2.1.2 | <p>The address of the Employer is:<br/> PO Box 395<br/> PARYS<br/> 9585<br/> Tel:(056) 816 2700<br/> Fax: (056) 817 7709</p> <p>The address and telephone number of the Employers Agent is:<br/> <b>Ms N.T Baleni or Mr T. R Malunga</b><br/> <b>Tel: (056) 817 7611</b><br/> <b>Fax: (056) 817 7709</b></p>   |
| 3.1.3   | <p>The Engineer is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <p>3.1.3.1 The issuing of an order to suspend the progress of the Works, the extra costs resulting from which order is to be borne by the Employer In terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions.</p> <p>3.1.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the valuation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items of Clause 6.11.</p> <p>3.1.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.</p>  |
| 4.1.2   | <p>Add the following to the Clause:</p> <p>The Contractor shall provide the following to the Employer or his assignee in respect of all works designed by the Contractor.</p> <p>a Certificate of Stability of the Works signed by a registered Professional engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.1.2.2 Proof of registration and of adequate and current professional indemnity Insurance cover held by the designer(s).</p> <p>4.1.2.3 Design calculations should the Employers agent's request a copy thereof.</p> <p>4.1.2.4 Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Engineer to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>4.1.2.5 "As-Built" drawings in DXF electronic format after completion of the works. The Contractor shall be responsible for the design of the Temporary Works.</p> |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

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| 4.3.3   | <p>Add the following new clause:</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Selection 43 of the Occupational Health and Safety Act (Act No. 85 of 1993). Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan. The Contractor shall submit an approved Health and Safety Plan to the Engineer within 14 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.</p> |
| 4.3.4   | <p>Add the following new clause:</p> <p><b>Contractor's liability as mandatory</b></p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p>   |
| 4.3.5   | <p>Add the following new clause:</p> <p><b>Contractor to notify Employer</b></p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Selection 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulation.</p>  |
| 4.3.6 + | <p>Add the following new clause:</p> <p><b>Contractor's Designer</b></p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p>  |
| 4.10.3  | <p>Add the following:</p> <p>The documentation required before commencement with Works Execution are:</p> <ul style="list-style-type: none"> <li>• Health and Safety plan (Refer to Clause 4.3)</li> </ul>  |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

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|        | <ul style="list-style-type: none"> <li>• Initial Programme (Refer to Clause 5.6)</li> <li>• A detailed cash flow forecast (Refer to Clause 5.6.2.6)</li> <li>• Security (Refer to Clause 6.2)</li> <li>• Insurance (Refer to Clause 8.6)</li> </ul>  |
| 5.3.2  | <p>Add the following:</p> <p>The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.</p>  |
| 5.4.4  | <p>The access and possession of Site shall not be exclusive to the Contractor but as set out in the site information.</p>  |
| 5.6.1  | <p>Add the following to the clause:</p> <p>In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings.</p>  |
| 5.8.1  | <p>The non-working days are Sundays.</p> <p>Special non-working days shall be all South African Statutory holidays.</p>  |
| 5.13.1 | <p>The penalty for failing to complete the Works is R 1,000.00 / day</p>   |
| 5.13.3 | <p>Add the following new clause;</p> <p>The imposition of penalties in terms of clause 5.13.1 shall not relieve the Contractor from his obligation to complete the works, nor from any of his obligations and liabilities under the contract.</p>  |
| 5.13.4 | <p>Add the following new clause:</p> <p>If the Contractor shall, without the prior written permission of the Engineer, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the contract:</p> <ul style="list-style-type: none"> <li>• Fail to execute such portions of the Works, or any parts thereof, utilizing labour intensive construction methods strictly in accordance with the provisions of the Contract; or</li> <li>• Utilize in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or</li> <li>• Utilize in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract;</li> </ul> <p>Then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance.</p> |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

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|          | <p>The penalty for non-compliance is 15% of the value of Works specified.</p> <p>The imposition of penalties in terms of this clause shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p>  |
| 5.16.3   | The Latent defect period is 5 years after the issue of the Final Approval Certificate in terms of clause 15.6.1   |
| 6.1.1    | <p>Add the following to the clause:</p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p>  |
| 6.2.1    | <p>Add the following to this clause:</p> <p>The amount of the Surety will be 10% of the Price (including Value Added Tax) at the time that the Agreement comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Pro Forma Form of Guarantee bound into the General Conditions of Contract is replaced by the Form of Guarantee (Deed of Surety ship) is appended to the Contract Data. This approval or otherwise shall be based upon legal opinion to be provided by the Engineer.</p> |
| 6.8.2    | The application of a Contract Price Adjustment factor will <b>not</b> apply to this Contract. Refer to Contract Price Adjustment Schedule for details.  |
| 6.8.3    | Price Adjustments for variations in the cost of special materials is allowed. The Contractor will be required to provide full details in part 2 of the Contract Data  |
| 6.8.4    | In line 6 delete the words “between the Employer and the Contactor”   |
| 6.10.1.5 | The percentage advance on materials not yet built into the Permanent Works is 80%.  |
| 6.10.3   | The percentage retention is 10%. The limit of retention money is 5% of the Contract Price at the time of the Agreement made in terms of the Form of Offer and Acceptance coming into effect.  |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2



## CONTRACT PRICE ADJUSTMENT SCHEDULE

| Clause | Contract Data   |
|--------|---|
| 1.1    | The application of a Contract Price Adjustment factor will <b>not</b> apply to this contract. |

### Part 2: Data provided by the Contractor

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

Witness 1

Witness 2

Employer

Witness 1

Witness2

6.8.3

The variation in cost of special materials is:

| Special Material | Method | Price for Base Month |
|------------------|--------|----------------------|
|                  |        |                      |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

## C1.3 FORM OF GUARANTEE

### PRO FORMA

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

WHEREAS **NGWATHE LOCAL MUNICIPALITY** (hereinafter referred to as "the Employer") entered \_\_\_\_\_ into, a Contract \_\_\_\_\_ with \_\_\_\_\_ (hereinafter called "the Contractor") on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ for the \_\_\_\_\_ construction of \_\_\_\_\_ at \_\_\_\_\_

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND

WHEREAS

\_\_\_\_\_ has/have at the request of the Contractor, agreed to give such guarantee;

NOW

THEREFORE

WE,

\_\_\_\_\_ do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and execution for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the sum of

\_\_\_\_\_ (R\_\_\_\_\_)

The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

We hereby choose our address for the serving of all notices for all purposes arising here from as

\_\_\_\_\_

IN WITNESS WHEREOF this guarantee has been executed by us at

\_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_

As witnesses:

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

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

Duly authorized to sign on behalf of

\_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**C1.4 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

THIS AGREEMENT made at

on this the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

Between **THE NGWATHE LOCAL MUNICIPALITY** (hereinafter called "the **Employer**") of the one part, herein represented by in his capacity as

\_\_\_\_ and (hereinafter called "the Mandatory") of the other part, herein represented by in his capacity as

WHEREAS the Employer is desirous that certain works CONCRETE PALISADE FENCE AT THE BORROW PIT IN TUMAHOLE EXTENSION 7 and has accepted a Bid by the Mandatory for the construction, completion and maintenance 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 WITNESSES 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 of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either

(a) the date of the Final Approval Certificate issued in terms of Clause 5.16.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),

(b) the date of termination of the Contract in terms of Clauses 9.9.1 or 9.2 or 9.3 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 mandatories, and

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

- (iv) Subsection 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 8.4 of the GCC and all relevant requirements of the above mentioned the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise 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.

**6 The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.**

7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:

(a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.

(b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.

(c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

**8. The contact details of the OH&S Agent for the NLM are to be issued at a later stage.**  
In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

**SIGNED FOR AND ON BEHALF OF THE EMPLOYER:**

WITNESS 1 .....

**NAME 1 .....**

(IN CAPITALS)

**SIGNED FOR AND ON BEHALF OF THE MANDATORY**

WITNESS 1 .....

**NAME 1 .....**

(IN CAPITALS)

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness2

**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF  
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

***An example is given below:***

"By resolution of the Board of Directors passed at a meeting held on  
\_\_\_\_\_ 20.....,Mr/Ms

whose signature appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of  
\_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

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

SIGNATURE OF SIGNATORY:

WITNESS 1 .....

NAME 1 .....

(IN CAPITALS)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

## NGWATHE LOCAL MUNICIPALITY

### TECHNICAL SERVICES

**CONTRACT NO: NLM: TEC-133/18**

#### **BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE INSTALLATION OF THE CONCRETE PALISADE FENCE AT THE BORROW PIT IN TUMAHOLE EXTENSION 7 PART C2 PRICING DATA**

|                           | Page(s) |
|---------------------------|---------|
| C2.1 PRICING INSTRUCTIONS | 97      |
| C2.2 BILL OF QUANTITIES   | 100     |

#### **C2.1 PRICING INSTRUCTIONS**

- 1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works. Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.
- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities 1. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2



amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.

- 6 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.
- 7 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill. The Bidder shall also fill in a rate against the items where the words "rate only" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bidden rates shall apply should work under these items actually be required. Should the Bidder group a number of items together and bid one sum for such group of items, the single bided sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

<sup>1</sup> The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.

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

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

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

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

Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications

Quantity : The number of units of work for each item

Rate : The payment per unit of work at which the Bidder bids to do the work

Amount : The quantity of an item multiplied by the bided rate of the (same) item

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Sum : An amount bided for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

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

|                      |   |                       |
|----------------------|---|-----------------------|
| Mm                   | = | millimetre            |
| m                    | = | metre                 |
| km                   | = | kilometre             |
| km-pass              | = | kilometre-pass        |
| m <sup>2</sup>       | = | square metre          |
| m <sup>2</sup> -pass | = | square metre-pass     |
| ha                   | = | hectare               |
| m <sup>3</sup>       | = | cubic metre           |
| m <sup>3</sup> -km   | = | cubic metre-kilometre |
| kW                   | = | kilowatt              |
| kN                   | = | kilo Newton           |
| kg                   | = | kilogram              |
| t                    | = | ton (1 000 kg)        |
| %                    | = | per cent              |
| MN                   | = | mega Newton           |
| MN-m                 | = | mega Newton-metre     |
| PC Sum               | = | Prime Cost Sum        |
| Prov Sum             | = | Provisional Sum       |
| QTY                  | = | Quantity              |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

## C2.2 BILL OF QUANTITIES

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness2

| DESCRIPTION  | UNIT | QUANTITY | RATE | CONTRACT-AMOUNT |
|--|------|----------|------|-----------------|
| SECTION1<br>EXTERNAL WORKS (PROVISIONAL)<br>BILL NO1<br>FENCING  |      |          |      |                 |
| For Trade Preambles refer to 'Model Preambles for Trades' (1995 edition) for the full descriptions of material to be used and work to be done in this Bill.  |      |          |      |                 |
| other trades and preambles for preambles land full descriptions of items not fully described in this trade which shall apply equally to the work in this trade, unless otherwise: described!   |      |          |      |                 |
| SUPPLEMENTARY PREAMBLES  |      |          |      |                 |
| Cleaning   |      |          |      |                 |
| The descriptions of fencing shall be deemed to include site clearance,, preparation 'of ground, as necessary and the Contractor is i.e. price accordingly;   |      |          |      |                 |
| The .descriptions-of bases and Footings to fencing shall be deemed ; to including for compaction, disposal of surplus excavated material to a dumping site: located by the contractor, risk of collapse and keeping excavations  |      |          |      |                 |
| Bolts : (note all bolt nuts should no spot welded)   |      |          |      |                 |
| 12mm Diameter galvanised steel straining.-bolts 150 including boil nut and washers -or. .approved test installation of the palisade fence.   |      |          |      |                 |
| SECURITY FENCING   |      |          |      |                 |
| Supplementary Preambles  |      |          |      |                 |
| . All fencing components are to be hot-dip galvanised after manufacture:   |      |          |      |                 |
| SITE Preparation   |      |          |      |                 |
| Take down and remove Existing stock or diamond mesh fence complete with posts, gates footings, etc.  | m    | 300.00   |      |                 |
| TOTAL CARRIED FORWWARD   |      |          |      |                 |
| TOTAL-BROUGHT FORWWARD   |      |          |      |                 |
| Site Clearance: Excavate in earth not exceeding 200mm .girth and fit adjacent portion to make up levels under fence line.  | m³   | 400.00   |      |                 |
| Excavation<br>Excavate in earth not exceeding 1m deep  | m³   | 57.60    |      |                 |
| <b>CONCRETE :PALISADE FENCING { Purchase, delivery and offloading</b><br>Fencing 1800mm high; Termed-.by pales of 2370 X 75 X 100mm at the bade tapering to 80mrn at the front twice hipped to take bolted connection at 70mm gaps. 1908 x 50 x 1.50mm with nine 10 mm holes -.to lake 8qnri carriage type | m    | 1200.00  |      |                 |
| <b>CONCRETE Palisade FENCING (Installation)</b>  | m    | 1200.00  |      |                 |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2

|   |     |        |  |             |
|---|-----|--------|--|-------------|
| Palisade fencing: Installation of Fencing 1800mm high formed by-paies'pf 2,370.x 75-x 100mm at the back tapering at the front bolted to take bolted connection at 70mm gaps. .1905 x.50.x150mm with nine 10mm holes intake Emm carriage type galvanised bolts. Posts of 3000'x 225 x 140mm at the back taper to 80mm at the front twice holed to take load bearing rails-at 2000mm-centres embedded including 450 x 450.x 600mm'deep cement concrete (40MPa/.19mm stone) base, and having top of posts-and ends-of brace rebated and bolted together with -1.0mm diameter galvanised bolts. |     |        |  |             |
| Concrete  |     |        |  |             |
| 40Mpa/l 9mm stone, concrete mix Holes   | m³  | 57.60  | INCL IN ITEMS<br>(CONCRETE<br>PALISADE FNCING) | R<br>-      |
| 20MPa/l 9mm concrete' ground beams under panels, 1,9m' long x average 200 mm thick overall 0,4m deep, humped and shaped to falls, including excavations, formwork; backfilling, etc.  | m³  | 288.00 |  |             |
| Entrances   |     |        |  |             |
| Pedestrian Gales  | No  | 1.00   |  |             |
| Vehicle gates   | No  | 1.00   |  |             |
| Appointment of the C.L.O  | No  | 1.00   | R 8000.00                                      | R 24 000.00 |
| TOTAL CARRIED TO BILL SUMMARY   |     |        |  |             |
| SECTION NO.2<br>EXTERNAL WORKS Provisional<br>Bill No. 1<br>FENCING<br>BILL SUMMARY   |     |        |  |             |
| BROUGHT FORWARD TO PAGE   |     |        |  |             |
| TOTAL BROUGHT FORWARD   |     |        |  | R<br>-      |
| SUMMARY PAGE  |     |        |  |             |
| Labour and Material for Palisade- Fencing   |     |        |  | R<br>-      |
| ADD: Value Added Tax (VAT) 15%  | VAT |        |  | R<br>-      |
| Total   |     |        |  | R<br>-      |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness2