



**CONTRACTOR FOR THE REHABILITATION OF INTERNAL STREETS IN
MUSINA CENTRAL BUSINESS DISTRICT**

TENDER NUMBER: 12 – 2025/26

CIDB CLASS OF WORKS: 5CE OR HIGHER

NAME OF TENDERER : _____
TENDERED AMOUNT (INCL) : _____
CSD REG NUMBER: MAAA : _____

CLOSING DATE: 14 APRIL 2026 AT 11:00

MUSINA LOCAL MUNICIPALITY

Postal Address

P. Bag X611
MUSINA
0900

Physical Address

21 Irwin Street
Musina
0900

TEL: (015) 534 61000

EMAIL: INFO@MUSINA.GOV.ZA

CONTACT PERSON: MUKONDELELI N

MOBILE: 063 686 7546

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MUKONDELELIN@MUSINA.GOV.ZA

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MUSINA LOCAL MUNICIPALITY

**CONTRACTOR FOR THE REHABILITATION OF INTERNAL STREETS IN
MUSINA CENTRAL BUSINESS DISTRICT**

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C4	Site Information

Contractor

Witness 1

Witness 2

Employer

Witness 1

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LIST OF STREETS UNDER THIS CONTRACT

DESCRIPTION:
Kremetart
Joubert
Louis Trichardt
Campbell / Nick van Ransburg / Davies
Scott
Van Zyl (Southern Str)
Harold Grenfell
Beaumont
Lopati
Willem Smith

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART T1

TENDERING PROCEDURES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.1: TENDER NOTICE AND INVITATION TO TENDER

Bids are hereby invited from experienced Contractor for the rehabilitation of internal streets in Musina Central Business District

Tender No	Description	CIDB Grading	Compulsory Briefing	Closing Date
12-2025/26	Contractor for the rehabilitation of internal streets in Musina Central Business District	5GB or Higher	None	14 April 2026 at 11h00

The tender document (hardcopy) is available at Musina Local Municipality Offices at R1 770.60 or can alternatively be downloaded for free from e-Tender Publication Portal or on Musina Local Municipality’s website.

Duly completed bid documents and supporting documents which are, COPY OF TAX COMPLIANCE STATUS, OR SPECIFIC GOALS INFORMATION TO CLAIM PREFERENCE POINTS, CURRENT MUNICIPAL RATES AND TAXES CLEARANCE FROM RELEVANT LOCAL AUTHORITY OR PROOF OF RESIDENCE FROM A TRIBAL AUTHORITY OR LEASE AGREEMENT ACCOMPANIED WITH THE LESSOR’S CURRENT MUNICIPAL RATES AND TAXES CERTIFICATE FOR BOTH THE COMPANY AND ITS DIRECTORS, CSD REGISTRATION FULL REPORT together with the bid document must be sealed in an envelope clearly marked:

“TENDER NO.: 12-2025/26, CONTRACTOR FOR THE REHABILITATION OF INTERNAL STREETS IN MUSINA CENTRAL BUSINESS DISTRICT, CLOSING DATE: 14 APRIL 2026” with the name of the bidder shall be placed in the bid box at MUSINA LOCAL MUNICIPLAITY CIVIC CENTRE, 21 IRWIN STREET, MUSINA, before 11:00 on the closing date.

Bidders are advised not to commit fraudulent activities or forge documents. All abusers of the Supply Chain Management system, including forging or faking of returnable documents, may be reported to SAPS and restricted from doing business with any Public Institutions for a period NOT exceeding 10 years which is in line with section 28 and 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.

A preferential point system shall apply whereby this contract will be allocated to a bidder in accordance with the **Preferential Procurement Policy Framework Act, No 5 of 2000** and as defined in the conditions of bid in the bid document, read in conjunction with the Preferential Procurement Regulations, 2022, where 80 points will be allocated in respect of price and 20 points in respect of the **Targeted Goals**.

Technical Enquires: Mukondeleli Nemudzivhadi 063 686 7546

Employer:

Acting Municipal Manager 015 534 6100
Musina Municipality
P. O. Box 611 0900
Musina

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	Section C3.2 Standard Specifications Section C3.3 Project Specifications Part C4 Drawings The Tender Document and the drawings shall be obtained from the Employer or his authorized representative at the physical addresses stated in the Tender Notice, upon payment of the deposit stated in the Tender Notice.
1.3.2	The Standard Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for tender evaluation purposes, shall also form part of the Contract arising from the invitation to tender.
1.4	The Employer's agent: Not applicable
1.5	The Employer's right to accept or reject any tender offer: This document consist of one contract(s): The Bill of Quantity represents a contract and the tender amount of the Bill of Quantity will be carried over to the Form of Offer.
1.5.1	The employer may accept or reject any bid or portion thereof, 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 shall give reasons for such action.
2.1	A Tenderer will not be eligible to submit a Tender if: <ul style="list-style-type: none"> (a) The Contractor submitting the Tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices; (b) The Tenderer does not have the legal capacity to enter into the Contract; (c) The Contractor submitting the Tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing; (d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy; (e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the Contract; (f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the Contract. (g) Only those Tenderers who have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for supervisory and management staff are eligible to submit Tenders. (h) Only those Tenderers who are registered with the CIDB as defined in the Regulations 09 June 2004 and 22 July 2005), in terms of the CIDB Act No 38 of 2000, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the Sum Tendered for a 5CE or higher in class of construction work, are eligible to submit Tenders. (i) Joint Ventures are eligible to submit Tenders provided that:

Contractor

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Employer

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Clause	Addition or Variation to Standard Conditions of Tender
	<ul style="list-style-type: none"> • every member of the Joint Venture is registered with the CIDB; • the lead partner has a contractor grading designation in the 5CE or higher in class of construction work; and • 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 Tendered for a 5CE or higher class of construction work.
2.8	<p>Replace the contents of the clause with the following:</p> <p>Request clarification of the tender documents, if necessary, by notifying the Employer's official or the Employer's agent indicated in Clause 1.4 in writing at least ten (10) working days before the closing time stated in clause 2.15.</p>
2.11	<p>Add the following to the clause:</p> <p>To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.</p>
2.12.1	<p>Add the following to the clause:</p> <p>All alternative tender offers shall be referred to in Section T2.2.1 – Alterations to Tender.</p>
2.12.2	<p>Should the Tenderer wish to offer alternative designs and/or construction materials, he shall include with this Tender, full details thereof, including a complete bill of quantities, formal design calculations, and full details of all alternative components proposed to be included in the Works. Refer also to Clause 4.2 of the Contract Data in this regard.</p> <p>Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration.</p> <p>No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.</p>
2.13	<p>Add the following to the clause:</p> <p>No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.</p>
2.13.2	<p>Replace the contents of the clause with the following:</p> <p>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.</p> <p>All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.</p>

Contractor

Witness 1

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Employer

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Clause	Addition or Variation to Standard Conditions of Tender
2.13.3	<p>Tender Offers shall be submitted as an original only.</p> <p>Under no circumstances whatsoever may the Tender forms be retyped or redrafted.</p> <p>Photocopies of the original Tender documentation may be used, but an original signature must appear on such photocopies.</p>
2.13.4	<p>Add the following to the clause:</p> <p>Only authorised signatories may sign the original and all copies of the tender offer where required in terms of 2.13.3.</p>
2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Tender box location : Musina Local Municipality Main Office Building Entrance</p> <p>Physical address : 21 Irwin Street, Musina, 0900</p> <p>Identification details: Tender 12 -2025/26</p> <p style="text-align: center;">CONTRACTOR FOR THE REHABILITATION OF INTERNAL STREETS IN MUSINA CENTRAL BUSINESS DISTRICT</p> <p>Tenders can be submitted from Monday to Friday at the Employer's address provided above</p>
2.13.9	<p>Add the following new clause:</p> <p>Accept that all conditions, which are printed or written upon any stationary used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</p>

Contractor

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Clause	Addition or Variation to Standard Conditions of Tender
2.14	<p>Add the following to the clause:</p> <p>The Tenderer is required to enter information in the following sections of the document:</p> <p>Section T2.2 : Returnable Schedules Section C1.1 : Form of Offer and Acceptance Section C1.2 : Contract Data (Part 2) Section C2.2 : Bill of Quantities Section C2.3 : Summary of Schedules Section C2.4 : Bank Details</p> <p>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialed by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</p> <p>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</p> <p>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in clause 2.23 shall result in a tender offer being regarded as non-responsive.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p> <p>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2.2 of contracts of a similar nature and magnitude which they have successfully executed in the past.</p>
2.15.1	<p>The closing time and location for the submission of tender offers are:</p> <p>Date & Time: 11h00 on 14 April 2026 Location : Tender Box – Main Entrance Musina Local Municipality, 21 Irwin Street, Musina, 0900</p>
2.16.1	<p>The tender offer validity period is 90 days.</p>
2.16.1	<p>Add the following to the clause:</p> <p>If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.</p>

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Clause	Addition or Variation to Standard Conditions of Tender
2.16.3	<p>Add the following new clause:</p> <p>Accept that should the Tenderer unilaterally withdraw his tender during this period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.</p>
2.18.1	<p>Add the following to the clause:</p> <p>Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1) (d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.</p> <p>Accept that the Employer or his agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining the whether required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.</p>
2.19	<p>Access</p> <p>Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.</p>
2.22	<p>Return all retained tender documents prior to the closing time for the submission of Tender Offers.</p>

Contractor

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Clause	Addition or Variation to Standard Conditions of Tender
2.23	<p>The following certificates / information are to be provided with the tender offer:</p> <ul style="list-style-type: none"> a) (Valid tax clearance certificate) (in terms of the Preferential Procurement Regulations, 2017 published in Government Gazette No 40553 dated 20 January 2017), b) Certified copy of VAT Registration Certificate, c) Company / CC / Trust / Partnership registration certificates; d) Certified Copies of Identity Document of all owners of the entity. (Certification may not be older than 3 months.) e) Certified copy of Identity Document (if tenderer is a One-man concern), f) Joint venture agreement (if the tenderer is a joint venture). g) Certified Certificate of Contractor Registration issued by the Construction Industry Development Board. Where a Tenderer satisfies CIDB Contractor grading designation requirements through Joint Venture formation, such Tenderers must submit the Certificates of Contractor Registration in respect of each partner.
	<p>Replace the contents of the clause with the following:</p> <p>Respond to a request for clarification received up to ten working days before the Tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents within seven working days of the same date.</p>
3.9.1	<p>Replace the contents of the clause with the following:</p> <p>Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <ul style="list-style-type: none"> (i) <i>Where there is a discrepancy between the amounts in figures and in words, <u>the amount in words shall govern.</u></i> (ii) <i>If a bill 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, <u>the line item total shall govern and the rate shall be corrected.</u> Where there is an obviously gross misplacement of the decimal point in the unit rate, <u>the line item total</u> as quoted shall govern, and the unit rate will be corrected.</i> (iii) <i>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 a bills of quantities applies) to achieve the tendered total of the prices.</i> <p>Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.</p>
3.11.1	Method 4 will be used to evaluate all responsive tender offers.

Contractor

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Clause	Addition or Variation to Standard Conditions of Tender
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3.11.3	ADMINISTRATIVE COMPLIANCE: SUPPLY CHAIN MANAGEMENT
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Check whether the bidder has submitted all documents

Valid Tax Clearance Certificate (Original)
Confirmation of VAT Registration
Proof of Receipt of payment for tender document (Receipt / Internet payment)
Rates & Tax Account (Municipal Bill)
CIDB Grading of 5CE or higher
Attach CSD Report
Bank ranting reference from accredited banking institution in South Africa. Bank reference or code below "D" is not acceptable.
Letter of Good standing from Workman's Compensation
Letter of Good standing from UIF
Certified ID copies of all members / owners / shareholders / Trustees
Certified copies of CC or Company registration Certificate
Certified copy of 3yrs Audited Financial Statements of company
All other documents as indicated in the General Conditions Document
All pages must be initialed including

MANDATORY TECHNICAL REQUIREMENTS

- a) Letter of award of similar or equivalent contract or higher completed.
- b) Final Completion Certificate (Practical and Completion Certificate not accepted)
- c) Realistic Initial proposed Construction Programme
- d) Cash flow projections
- e) Bank ranting reference from accredited banking institution in South Africa. Bank reference or code below "D" is not acceptable.
- f) Key Staff: Curriculum vitae of the Contract and the Construction Manager, or Contractor's Representative, or Site Agent, their Qualifications and Professional Registration with relevant bodies.
 - i) Contract Manager: Qualification: Degree in Civil / Construction Management, Experience_3yrs and the Registration with relevant Professional Body.
 - ii) Construction Manager: Qualification: Degree /Higher Diploma / Diploma in Civil / Construction Management, Experience_5yrs and the Registration with relevant Professional Body. No candidacy registration will be accepted.
- g) Schedule of construction plants, equipment.
- h) Registration or a member of South African Forum for the Civil Engineering Contractors or Bargaining Council for Civil Engineering Industry (CIDB)
- i) A plan to upgrade three 1CE local contractors to 2CE registration with Construction Industry Development Board (CIDB)
- j) A plan to upgrade one 2CE local contractors to 3CE registration with Construction Industry Development Board (CIDB)
- k) A plan to upgrade one 3CE local contractors to 4CE registration with Construction Industry Development Board (CIDB)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Clause	Addition or Variation to Standard Conditions of Tender																																
3.12	<p><u>PRICING & PREFERENCIAL ASSESSMENT</u></p> <p>The 80/20 points will be as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Price Assessment</td> <td style="text-align: right;">80 Points</td> </tr> <tr> <td>TOTAL</td> <td style="text-align: right;">80</td> </tr> </table> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p>Scoring preferences.</p> <p>Up to 100 minus W₁ tender evaluation points will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderer’s scorecard measured in terms of the Regulations (2022) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).</p> <p>Points awarded will be according to a tenderer’s specific goals summarized in the table below:</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr style="background-color: #cc0000; color: white;"> <th style="background-color: #cccccc;">Item No.</th> <th style="background-color: #cccccc;">The specific goals allocated points in terms of this tender</th> <th style="background-color: #cc0000; color: white;">Number of points allocated (80/20 system)</th> <th style="background-color: #cc0000; color: white;">Number of points Claimed by tenderer (80/20 system)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Points for HDI status (At least 51% Black owned)</td> <td>10</td> <td></td> </tr> <tr> <td>2.</td> <td>Points for 51% Women’s Equity</td> <td>4</td> <td></td> </tr> <tr> <td>3.</td> <td>Points for black person with Disability</td> <td>3</td> <td></td> </tr> <tr> <td>4.</td> <td>Points for 51% owned Youth firm</td> <td>3</td> <td></td> </tr> <tr> <td>5.</td> <td>Form not completed or submitted</td> <td>0</td> <td></td> </tr> <tr> <td colspan="2">Total</td> <td>20</td> <td></td> </tr> </tbody> </table> <p>The bidder must submit a CSD number/CIPC documents indicating share ownership or directorship of the company or a comprehensive CSD report which must indicate the names of the owners, their gender, race, age, whether there is a person living with disability or not (Medical Certificate will be used to verify disability status of the bidder) in order to claim the preferential procurement points.</p> </div>	Price Assessment	80 Points	TOTAL	80	Item No.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points Claimed by tenderer (80/20 system)	1.	Points for HDI status (At least 51% Black owned)	10		2.	Points for 51% Women’s Equity	4		3.	Points for black person with Disability	3		4.	Points for 51% owned Youth firm	3		5.	Form not completed or submitted	0		Total		20	
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Total		20																															
3.13.1	<p>In addition to the requirements of the Conditions of Tender the following is applicable</p> <p>(a) the Tender Offer is signed by a person authorised to sign on behalf of the Tenderer;</p>																																

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Clause	Addition or Variation to Standard Conditions of Tender
	<p>(b) a valid Tax Clearance Certificate is included with his Tender;</p> <p>(c) the Tenderer's is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za);</p> <p>(d) a Tenderer who submitted a Tender as a Joint Venture has included an acceptable Joint Venture Agreement with his Tender;</p> <p>(e) the Tenderer or a competent authorised representative of the Contractor who submitted the Tender has attended the compulsory clarification meeting or site inspection;</p> <p>(f) the Contractor who submits the Tender has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the CIDB Regulations 2003 promulgated in terms of the Act, or if the Contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of Tenders;</p> <p>(g) the Tenderer or any of its principals is <u>not</u> listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the Public Sector;</p> <p>(h) the Tenderer has <u>not</u> abused the Employer's Supply Chain Management System or has failed to perform on any previous Contract and has been given a written notice to this effect;</p> <p>(i) the Tenderer or any of its Principals, Directors or Managers is <u>not</u> employed in the service of the State or any Municipality. In the event that such Principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the Public Service must be included in the Tender Submission.</p> <p>(j) the Employer is satisfied that the Tenderer or any of his Principals have <u>not influenced</u> the Tender Offer and acceptance by the following criteria:</p> <p>a. having Offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this Contract;</p> <p>b. having acted in a fraudulent or corrupt manner in obtaining or executing this Contract;</p> <p>c. having approached an Officer or employee of the Employer or the Employer's Agent with the objective of influencing the award of a Contract in the Tenderer's favour;</p> <p>d. having entered into any agreement or arrangement, whether legally binding or not, with any other Person, Firm or Company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party;</p> <p>e. having disclosed to any other Person, Firm or Company other than the Employer, the exact or approximate amount of his proposed Tender;</p>

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Clause	Addition or Variation to Standard Conditions of Tender
	<p>f. the Employer may, in addition to using any other legal remedies, repudiate the Tender Offer and acceptance and declare the Contract invalid should it have been concluded already.</p>
3.14	<p>Replace the contents of the clause with the following: Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Engineer.</p>
3.18	<p>The successful tenderer shall receive one copy of the signed contract.</p>

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T1.3: STANDARD CONDITIONS OF TENDER

(As contained in Annexure F of South African National Standard: Construction procurement processes, Methods and procedures: SANS 294: 2004 Edition)

F.1 General

F.1.1 Actions

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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 for the calling for expressions of interest, the following definitions apply:

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

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any

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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.

F.1.5.2 After the cancellation of a tender process or the rejection of all tender offers the employer may abandon the proposed procurement and re-issue a similar tender notice and invitation to tender not less than three months after the closing dated for tender offers or have it performed in another manner at any time.

F.2 Tenderer's obligations

The tenderer shall comply with the following obligations:

F.2.1 Eligibility

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) may 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

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

F.2.12 Alternative tender offers

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

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

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data 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 in black ink.

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2.16 Tender offer validity

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2.23 Certificates

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

NOTE: Failure to submit any of the above documents will result in disqualification

F.3 The employer's undertakings

The employer undertakes to:

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days prior to the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the Tender Notice 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, will then notify it to 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 opening held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

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

F.3.5 Two-envelope system

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- a) meets 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.

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:

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the tenderer's risks and responsibilities under the contract, or
- 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

Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a bill 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 will be corrected.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 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 a bills of quantities applies) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

F.3.11.2 Scoring Financial Offers

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

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

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

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

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

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

where:

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

P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Tender Data and calculate total score for quality.

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the tenderer satisfies the legal requirements stated in Clause F.2.1 of the Tender Data.

F.3.13.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

F.3.15. Prepare contract documents

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

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

F.3.16 Issue final contract

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

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

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

[Signature box]

Contractor

[Signature box]

Witness 1

[Signature box]

Witness 2

[Signature box]

Employer

[Signature box]

Witness 1

[Signature box]

Witness 2

PART T2

RETURNABLE DOCUMENTS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MUSINA LOCAL MUNICIPALITY

**CONTRACTOR FOR THE REHABILITATION OF INTERNAL STREETS IN MUSINA CENTRAL
BUSINESS DISTRICT**

T2.1 List of Returnable Documents

The Tenderer must complete the following Returnable Documents:

1 Returnable Schedules required only for Tender Evaluation purposes

(refer to compliance and mandatory requirements)

3 Returnable Schedules that will be incorporated into the Contract

- Preferencing Schedule (Direct Preferences) – MBD Forms
- Other MBD Forms (MBD 4, MBD 5, MBD8, MBD9)

4 Other Documents that will be incorporated into the Contract

- Contractor's Safety Plan
- Proforma Notification form in terms of the Occupational Health and Safety Act 1993, Construction Regulations, 2003
- Monthly Labour Report

5 The Offer portion

Part C1 Agreement and Contract Data
Part C2 Pricing Data
Part C3 Scope of Work
Part C4 Site Information

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B. RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this Tender Offer, amending the Tender Documents, have been taken into account in this Tender Offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C. CERTIFICATE OF AUTHORITY OF AN ENTITY

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

(I) Company	(II) Close Corporation	(III) Partnership	(IV) Joint Venture	(V) Sole Proprietor

(I) CERTIFICATE FOR COMPANY

I, chairperson of the Board of Directors of
, hereby confirm that by resolution of the Board (copy attached) taken on
 20.....,
 Mr/Ms, acting in the capacity of
, was authorised to sign all Documents in connection with this Tender
 and any Contract resulting from it on behalf of the Company.

Signature of Chairman:

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key Members in the business trading as.....
..... hereby authorise Mr/Ms
acting in the capacity of, to sign all Documents
in connection with the Tender for Contract No and any Contract resulting from it on our behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME	ADDRESS	SIGNATURE	DATE

Note: *This Certificate is to be completed and signed by all of the key Members upon whom rests the Direction of the Affairs of the Close Corporation as a whole.*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key Partners in the business trading as,

.....hereby authorise Mr/Ms.....

acting in the capacity of, to sign all Documents in connection

with the Tender for Contract No. and any Contract resulting from it on our behalf.

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME	ADDRESS	SIGNATURE	DATE

Note: *This Certificate is to be completed and signed by all of the key Partners upon who rests the Direction of the Affairs of the Partnership as a whole.*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this Tender Offer in Joint Venture and hereby authorize Mr/Ms
....., authorized signatory of the Company,
.....acting in the capacity of Lead Partner, to sign all Documents in connection with the
Tender Offer for Contract No and any Contract resulting from it on our behalf.

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

Signature of Signatory:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead Partner		

Note: *This Certificate is to be completed and signed by the key Partner with the higher CIDB Grading upon who rests the Direction of the Affairs of the Joint Venture as a whole.*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

V) **CERTIFICATE FOR SOLE PROPRIETOR**

I....., hereby confirm that I am the Sole Owner of the
business trading as:.....

Signature of Sole Owner:

As Witnesses:

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

D. REGISTRATION CERTIFICATE OF AN ENTITY

[Important note to Tenderer: Registration Certificates for Companies, Close Corporations, Partnerships and ID Documents for Sole Proprietors must be inserted here. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement must be included]

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

E. COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a Joint Venture, **separate** Enterprise questionnaires in respect of each Partner must be completed and submitted.

Section 1: Name of Enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of Sole Proprietors and Partners in Partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if Sole Proprietor or Partnership and attach separate page if more than 3 Partners

Section 5: Particulars of Companies and Close Corporations

Company registration number

Close Corporation number

Tax reference number

Section 6: Record in the service of the State

Indicate by marking the relevant boxes with a cross, if any Sole Proprietor, Partner in a Partnership or Director, Manager, Principal Shareholder or Stakeholder in a Company or Close Corporation is currently or has been within the last 12 months in the service of any of the following:

- a Member of any Municipal Council
- a Member of any Provincial Legislature
- a Member of the National Assembly or the National Council of Province
- a Member of the Board of Directors of any Municipal entity
- an Official of any Municipality or Municipal entity
- an employee of any Provincial Department, National or Provincial Public entity or Constitutional Institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a Member of an Accounting Authority of any National or Provincial Public Entity
- an employee of Parliament or a Provincial Legislature

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

Name of Sole Proprietor, Partner, Director, Manager, Principal Shareholder or Stakeholder	Name of Institution, Public Office, board or organ of State and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

*insert separate page if necessary

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

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a Sole Proprietor, Partner in a Partnership or Director, Manager, Principal Shareholder or Stakeholder in a Company or Close Corporation is currently or has been within the last 12 months been in the service of any of the following:

- a Member of any Municipal Council
- a Member of any Provincial Legislature
- a Member of the National Assembly or the National Council of Province
- a Member of the Board of Directors of any Municipal Entity
- an Official of any Municipality or Municipal entity
- an employee of any Provincial Department, National or Provincial Public Entity or Constitutional Institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a Member of an Accounting Authority of any National or Provincial Public entity
- an employee of Parliament or a Provincial Legislature

Name of spouse, child or parent	Name of Institution, Public Office, Board or Organ of State and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance Certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the Enterprise or the name of any Partner, Manager, Director or other Person, who wholly or partly exercises, or may exercise, control over the Enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no Partner, Member, Director or other Person, who wholly or partly exercises, or may exercise, control over the Enterprise appears, has within the last five years been convicted of fraud or corruption;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

iv) confirms that I / we are not associated, linked or involved with any other Tendering entities submitting Tender Offers and have no other relationship with any of the Tenderers or those responsible for compiling the Scope of Work that could cause or be interpreted as a conflict of interest; and
iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Enterprise
Name

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F. SCHEDULE OF THE TENDERER'S EXPERIENCE

The following is a Statement of Work of similar nature recently successfully executed by myself / ourselves:

Employer: Contact Person and Telephone Number	Consulting Engineer: Contact Person and Telephone Number	Nature of Work	Value of Work (inclusive of VAT)	Date Completed or Expected to be Complete

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

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

G. KEY PERSONNEL

In terms of the Project Specification and the Conditions of Tender, unskilled Workers may only be brought in from outside the Local Community if such personnel are not available locally.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

Category of Employee	Number of Persons					
	Key Personnel, Part of the Contractor's Organization		Key Personnel to be imported if not available locally		Unskilled Personnel to be recruited from local community	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Contract Manager						
Construction / Site Manager						
Others:						
.....
.....
.....
.....
.				...		

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

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

I. AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives, but should the Tenderer desire to make any departures from the Provisions of this Contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, unless form (a), has been completed to the satisfaction of the Employer). The Tenderer is referred to Tender Data paragraph F.2.12, where it is clearly stated that no Alternative Offers will be accepted.

I / We herewith propose the amendments, as set out in the table below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO.	PROPOSED AMENDMENT

- Notes:**
- (1) Amendments to the General and Special Conditions of Contract are not acceptable;
 - (2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his Tender.

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

J. SCHEDULE OF PROPOSED SUB-CONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for Work in this Contract.
 If we are awarded a Contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the Contract for such appointments. If there are no such requirements in the Contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Subcontractor	Nature and extent of Work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

Signed

Date

Name

Position

Tenderer

[Empty signature box]

Contractor

[Empty signature box]

Witness 1

[Empty signature box]

Witness 2

[Empty signature box]

Employer

[Empty signature box]

Witness 1

[Empty signature box]

Witness 2

**L. COPY OF WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE (OR PROOF OF PAYMENT OF CONTRIBUTIONS
IN TERMS OF THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT NO. 130 OF 1993)**

*[Certified Copy of the Certificate or Proof of Payment thereof obtained from the Workmen's Compensation Commissioner
to be inserted here]*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

M. COMPANY PROFILE, INCLUDING TRACK RECORD

[Abbreviated company profile, giving history, status, activities, staff and track record of the tendering entity, to be inserted here. In case of a Joint Venture, a separate profile for each partner must be submitted]

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

N. CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD (CIDB) REGISTRATION

[Certified copy of the Tenderer's CIDB registration indicating the Contractor grading designation, to be inserted here. For a Joint Venture, each partner's CIDB certificate is to be included, as applicable]

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

O. MUNICIPAL RATES AND TAXES BILL

[Certified copy of the Tenderer's Municipal rates and taxes bill or lease agreement to be inserted here. For a Joint Venture, each partner's rates and taxes bill is to be included, as applicable]

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

P. TAX CLEARANCE CERTIFICATE

IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

"Tax clearance Certificate

16. No Contract may be awarded to a Person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying the taxes of that Person to be in order or that suitable arrangement have been made with SARS."

2. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of Tenders), must be **completed by the Tenderer in every detail and submitted to the Receiver of Revenue** where the Tenderer is registered for Income Tax purposes. The Receiver of Revenue will then furnish the Tenderer with a Tax Clearance Certificate that will be valid for 6 months from date of issue. **This Tax Clearance Certificate must be submitted in the original with the Tender that is before the closing time and Date of the Tender.**

Each party to a Consortium/Joint Venture/Sub-Contractors must complete a separate Tax Clearance Certificate.

Failure to submit an original and valid Tax Clearance Certificate, or certified copy thereof, will invalidate the Tender.

3. An **example** of the Application for Tax Clearance Certificate which Tenderers may use to apply for the Tax Clearance Certificate is included hereafter and is available at any Receiver's Office.

APPLICATION FORM FOR TAX CLEARANCE CERTIFICATE

(In respect of Tender see note at bottom)

1. NAME OF TAXPAYER/TENDERER:
2. TRADE NAME:
3. IDENTIFICATION No. (if applicable)	: <table border="1" style="display: inline-table; width: 100%; height: 20px; vertical-align: middle;"></table>
4. COMPANY/CLOSE CORPORATION REG No.	: <table border="1" style="display: inline-table; width: 100%; height: 20px; vertical-align: middle;"></table>
5. INCOME TAX REFERENCE No.	: <table border="1" style="display: inline-table; width: 100%; height: 20px; vertical-align: middle;"></table>
6. VAT REGISTRATION No.	: <table border="1" style="display: inline-table; width: 100%; height: 20px; vertical-align: middle;"></table>
7. PAYE EMPLOYERS REG No. (if applicable)	: <table border="1" style="display: inline-table; width: 100%; height: 20px; vertical-align: middle;"></table>

NB: Copy of the Tender request must be attached to this application.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CONTACT PERSON REQUIRING TAX CLEARANCE CERTIFICATE:

SIGNATURE:

NAME :

TELEPHONE NUMBER : CODE: NUMBER:

ADDRESS :
.....

DATE : 20...../...../.....

Please note that the Commissioner for the South African Revenue Service (SARS) will not exercise his discretionary powers in favour of any person with regard to any interest, penalties and/or additional tax leviable due to the late or underpayment of taxes, duties or levies or the rendition of returns by any person.

NAME OF PERSON RESPONSIBLE FOR CONTRACT:

(ST 5.1) March 1999

NB: *This is a pro forma application form that has to be submitted to SARS to enable them to issue the required Tax Clearance Certificate. The original and valid Tax Clearance Certificate furnished by the Receiver of Revenue must be submitted with the Tender (to be attached to the next page).*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TAX CLEARANCE CERTIFICATE/ SARS PIN

[Valid Tax Clearance Certificate/ SARS Pin obtained from SARS to be inserted here after]

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Q. TENDERER'S FINANCIAL STANDING

In terms of Clause F.2.18.1 of the Contract-specific Tender Data the Tenderer shall provide information about his commercial position, which includes information necessary for the Employer to evaluate the Tenderer's financial standing.

To that end the Tenderer must provide with his tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

However, should the Tenderer be unable to provide a bank rating with his tender, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for project:

Name of account holder:

Name of Bank: Branch:

Account number: Type of account:

Telephone number: Facsimile number:

Name of contact person (at bank):

Failure to provide either the required bank details or a certified bank rating with his tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Q1 - FINANCIAL INFORMATION OF TENDERER

This information sheet has to be filled in by the financier of the Tenderer, duly signed and stamped on behalf of the financial institution he represents.

Tenderer / Tender Details

Tender Description:

Contract Period:

Name of Tenderer:

Bank Account Number:

Tender Amount:

Demand Guarantee will be provided by this Bank: YES NO

If yes, state amount of Demand Guarantee: R.....

Financial Institution

Name of Commercial Bank:

Branch:

Name of Bank Manager:

Telephone Number:

We acting on behalf of the above Commercial Bank confirm that
..... (Tenderer)

has operated an account with us for the last years.

We have been requested to provide a bank rating based in relation to the financial capability of the Tenderer, taking into account directives set out in the following two tables.

FINANCIAL CAPABILITY

Maximum value of contract that the Tenderer is considered capable of	Value on which Bank Rating must be used
1000000	
3000000	
6000000	
10000000	
20000000	
60000000	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BANK RATING

Bank Code	Description of Bank Code
A	Undoubted for the amount of enquiry
B	Good for the amount of enquiry
C	Good for the amount quoted if strictly in the way of business
D	Fair trade risk for amount of enquiry
E	Figures considered too high
F	Financial position unknown
G	Occasional dishonors
H	Frequent dishonors

The value on which our Bank Rating of the Tenderer is based is R.....

In words only)

The Bank Rating is code:

Signature: Manager Financial Institution

Print Name

Date

RUBBER STAMP OF INSTITUTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for Historically Disadvantaged Individual (HDI) preference points as well as a summary for preference points claimed for attainment of other specified goals

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS (HDIs), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

1.3.1 The points for this bid are allocated as follows:

		POINTS
1.3.1.1	PRICE	80
1.3.1.2	SPECIFIC CONTRACT PARTICIPATION GOALS- BBBEE	20

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

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

2. GENERAL DEFINITIONS

2.1 **“Acceptable bid”** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.

2.2 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.

2.3 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

-
- 2.4 “**Consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.5 “**Contract**” means the agreement that results from the acceptance of a bid by an organ of state.
- 2.6 “**Specific contract participation goals**” means the goals as stipulated in the Preferential Procurement Regulations 2001.
- 2.6.1 In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.
- 2.7 “**Control**” means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.8 “**Disability**” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 2.9 “**Equity Ownership**” means the percentage ownership and control, exercised by individuals within an enterprise.
- 2.10 “**Historically Disadvantaged Individual (HDI)**” means a South African citizen
- (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) (“the interim Constitution); and/or
 - (2) who is a female; and/or
 - (3) who has a disability:
- provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;
- 2.11 “**Management**” means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 2.12 “**Owned**” means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.13 “**Person**” includes reference to a juristic person.
- 2.14 “**Rand value**” means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
- 2.15 “**Small, Medium and Micro Enterprises (SMMEs)** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 2.16 **“Sub-contracting”** means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.17 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.18 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE

- 3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDIs, or in the case of a company, the percentage shares that are owned by individuals classified as HDIs, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.
- 3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

4. ADJUDICATION USING A POINT SYSTEM

- 4.1 The bidder obtaining the highest number of points will be awarded the contract.
- 4.2 Preference points shall be calculated after prices have been brought to a comparative basis.
- 4.3 Points scored will be rounded off to 2 decimal places.
- 4.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

5. POINTS AWARDED FOR PRICE

5.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- Ps = Points scored for price of bid under consideration
 Pt = Rand value of bid under consideration
 Pmin = Rand value of lowest acceptable bid

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

6. Points awarded for historically disadvantaged individuals

6.1 In terms of Regulation 13 (2) preference points for HDI's are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed in Regulation 13 (5) (c):

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity ownership by an HDI in that specific category

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.

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

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

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

6.5 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.

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

7. BID DECLARATION

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

8. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 2.10 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 9.8.

	Ownership	Percentage owned	Points claimed
8.1	Equity ownership by persons who had no franchise in the national elections	%
8.2	Equity ownership by women	%
8.3	Equity ownership by disabled persons*	%
*If points are claimed for disabled persons, indicate nature of impairment (see paragraph 2.8 above)			
8.4	Promotion of enterprises located in Specific District	%
8.5	Promotion of SMME	%
8.6	Ownership by Youth	%

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

9 DECLARATION WITH REGARD TO EQUITY

9.1 Name of firm :

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF FIRM

- Partnership
- One person business/sole trader
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

9.8 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8. Please attach company registration documents. Failure to attach company registration documents shall invalidate your bid

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	* HDI Status			% of business / enterprise owned
				No franchise prior to elections	Women	Disabled	

*Indicate YES or NO

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably). Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

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

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

Where:-

- x is the imported content in Rand
- y is the bid price in Rand excluding value added tax (VAT)

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

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp> at no cost.

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

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

Description of services, works or goods Stipulated minimum threshold

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
<div style="display: flex; justify-content: space-between; width: 100%;"> <div style="border: 1px solid black; width: 15%; height: 30px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 15%; height: 30px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 15%; height: 30px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 15%; height: 30px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 15%; height: 30px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 15%; height: 30px; margin-bottom: 5px;"></div> </div> <div style="display: flex; justify-content: space-between; width: 100%; font-size: small;"> Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2 </div>	

_____ %

3. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid. The relevant rates of exchange information is accessible on www.reservebank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

.....

NB

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

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (ii) the declaration templates have been audited and certified to be correct.

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

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

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

.....

Contractor

.....

Witness 1

.....

Witness 2

.....

Employer

.....

Witness 1

.....

Witness 2

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

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

S: OTHER MBD FORMS REQUIRED TO BE COMPLETED

- **MBD 4 - DECLARATION OF INTEREST**
- **MBD 5 - DECLARATION FOR PROCUREMENT ABOVE R10 MILLION**
- **MBD 8 - PAST SUPPLY CHAIN MANAGEMENT PRACTISES**
- **MBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 4

DECLARATION OF INTEREST

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

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

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

(a) a member of –

(i) any municipal council;

(ii) any provincial legislature; or

(iii) the national Assembly or the national Council of provinces;

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

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

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

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.9 Have you been in the service of the state for the past twelve months? YES / NO

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.....

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

3.11.1 If yes, furnish particulars.....

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

3.12.1 If yes, furnish particulars.....

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

3.13.1 If yes, furnish particulars.

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

3.14.1 If yes, furnish particulars:

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

.....
Position

.....
Name of bidder

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes 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.

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

2.2 If yes, provide particulars.
.....

- * Delete if not applicable

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

3.1 If yes, furnish particulars
.....

4. Will any portion of goods or services be sourced from outside 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
.....

[Signature box]

Contractor

[Signature box]

Witness 1

[Signature box]

Witness 2

[Signature box]

Employer

[Signature box]

Witness 1

[Signature box]

Witness 2

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

Witness 2

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 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 companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4.5	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: _____

(Bid Number and Description)

in response to the invitation for the bid made by: _____

(Name of Institution)

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

[Signature box]

Contractor

[Signature box]

Witness 1

[Signature box]

Witness 2

[Signature box]

Employer

[Signature box]

Witness 1

[Signature box]

Witness 2

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

T. EXECUTION PROGRAMME

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

U. CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHS 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction Work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the Work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS 1993 Construction Regulations 2003.

To that effect a person duly authorised by the Tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS 1993 Construction Regulations 2003.
2. I hereby declare that my Company has the competence and the necessary resources to safely carry out the construction Work under this Contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
 - (a) From my own competent resources as detailed in 4(a) hereafter: ***Yes / No**
 - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ***Yes / No**
 - (c) From outside sources by appointment of competent specialist Subcontractors as detailed in 4(c) hereafter: ***Yes / No**

(* = delete whatever is not applicable)

4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and Construction Safety Officer as defined in Regulation 6, and Competent Persons as defined in Regulations 7, 8, 10, 11, 12, 14, 15, 18, 21(1), 22, 26 and 27, as applicable to this Contract)

- (a) Details of the competent and qualified key persons from my Company's own resources, who will form part of the Contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (b) Details of training of persons from my Company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:
- (i) By whom will training be provided?
 - (ii) When will training be undertaken?
 - (iii) List the positions to be filled by persons to be trained or hired:
 -
 -
 -

- (c) Details of competent resources to be appointed as Subcontractors if Competent Persons cannot be supplied from own Company:
- Name of proposed Subcontractor:
- Qualifications or details of competency of the Subcontractor:
-
-
-

- 5. I hereby undertake, if my Tender is accepted, to provide, before commencement of the Works under the Contract, a suitable and sufficiently Documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
- 6. I confirm that copies of my Company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHS 1993 Construction Regulations 2003 will be provided on Site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and Officials and Inspectors of the Department of Labour.
- 7. I hereby confirm that adequate provision has been made in my Tendered rates and prices in the Schedule of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the Provisions of the Act and the Regulations.
- 8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHS 1993 Construction Regulations 2003, and accept that my Tender will be prejudiced and may be rejected at the discretion of the Employer.

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

DATE:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

V. CONTRACTOR'S SAFETY PLAN

[The Contractor shall submit the Contractor's Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003, and referred to in T2.1, before commencement of the Works.]

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**W. PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993,
CONSTRUCTION REGULATIONS 2003**

[This form must be completed and forwarded, prior to commencement of Work on Site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2003, to the Office of the Department of Labour]

1. (a) Name and postal address of Contractor:.....
.....
- (b) Name of Contractor's contact person:
Telephone number:
2. Contractor's Workman's compensation registration number:
3. (a) Name and postal address of Client:
.....
- (b) Name of Client's contact person or Agent:
Telephone number.....
4. (a) Name and postal address of designer(s) for the Project:
.....
- (b) Name of Designer's contact person:
Telephone number.....
5. Name of Contractor's Construction Supervisor on Site appointed in terms of
Regulation 6(1): Telephone number:
6. Name/s of Contractor's sub-ordinate supervisors on Site appointed in terms of Regulation 6(2).
.....
7. Exact physical address of the construction Site or Site Office:.....
.....
8. Nature of the construction Work:
.....
9. Expected Commencement Date:
10. Expected Completion Date:
11. Estimated maximum number of persons on the construction Site:
12. Planned number of Subcontractors on the construction Site accountable to Contractor:
13. Name(s) of Subcontractors already chosen:
.....
.....

SIGNED BY:

CONTRACTOR:

DATE:

CLIENT:

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

X. MONTHLY LABOUR REPORT PROFORMA

MONTHLY LABOUR REPORT FOR CERTIFICATE OF PAYMENT NO.

JOBS CREATED.....

AS PER BUSINESS PLAN

A	B	C	D	E	F	G	H	I	J
Category	Number of persons employed in category	Rate (R/d)	Local P-days	Non-local P-days	Total P-days (D +E)	Amount expended on labour (C x F)	P-days by women	P-days by youth	P-days by disabled
Clerical									
Managerial									
Supervisory									
Skilled									
Semi-Skilled									
Unskilled									
All Occupations									

ACTUAL TO DATE

A	B	C	D	E	F	G	H	I	J
Category	Number of persons employed in category	Rate (R/d)	Local P-days	Non-local P-days	Total P-days (D +E)	Amount expended on labour (C x F)	P-days by women	P-days by youth	P-days by disabled
Clerical									
Managerial									
Supervisory									
Skilled									
Semi-Skilled									
Unskilled									
All Occupations									

SUMMARY

Planned person-days target
 Tendered construction period (months):
 Overall person-days target per month:
 Months represented by this report:
 Person-day target for this month:
 Achieved person-days to date:
 Person-days ahead/behind target:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C1

AGREEMENTS AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.2: CONTRACT DATA

C1.2.1: CONDITIONS OF CONTRACT

C1.2.2: PART A: CONTRACT DATA PROVIDED BY THE EMPLOYER

PART B: CONTRACT DATA PROVIDED BY THE CONTRACTOR

C1.3: FORM OF GUARANTEE

C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (No 85 OF 1993)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTOR FOR THE REHABILITATION OF INTERNAL STREETS IN MUSINA CENTRAL BUSINESS DISTRICT

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance Signature block, has solicited Offers to enter into a Contract for the procurement of:

TENDER 12 – 2025/26: CONTRACTOR FOR THE REHABILITATION OF INTERNAL STREETS IN MUSINA CENTRAL BUSINESS DISTRICT

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

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

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

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Signature Block: Tenderer

Signature

Date

Name

Capacity

Name of organization

Address of organization

.....

Signature of witness

Date

Name of witness

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Acceptance

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

The terms of the Contract, are contained in:

- Part C1: Agreements and Contract Data, (which includes this Agreement)
- Part C2: Pricing Data
- Part C3: Scope of work.
- Part C4: Site Information and Drawings and Documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the Documents listed in the Tender Data and any addenda thereto as listed in the Tender Schedules as well as any changes to the Terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and Forming part of this Agreement. No amendments to or deviations from said Documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) for 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 Tenderer receives one fully completed original copy of this Document, including the Schedule of Deviations (if any). Unless the Tenderer (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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Signature Block: Employer

Signature Date

Name

Capacity

for the Employer Musina Local Municipality

Signature of witness Date

Name of witness

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Schedule of Deviations

- 1 Subject
- Details
-
-
-
- 2 Subject
- Details
-
-
-
- 3 Subject
- Details
-
-
-
- 4 Subject
- Details
-
-
-
- 5 Subject
- Details
-
-
-

By the duly Authorised Representatives signing this Agreement, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the Documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance.

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

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

For the Tenderer:

Signature(s) _____

Name(s) _____

Capacity _____

(Name and address of organisation)

Name & Signature of Witness _____ **Date** _____

For the Employer:

Signature(s) _____

Name(s) _____

Capacity _____

(Name and address of organisation)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in Bid No. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (i) Bidding documents, viz
 - Invitation to bid
 - Tax clearance certificate
 - Pricing schedule(s)
 - Technical Specification(s)
 - Preference claims in terms of the Preferential Procurement Regulations 2001
 - Declaration of interest
 - Special Conditions of Contract;

(ii) General Conditions of Contract; and

(iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorized to sign this contract.

NAME (PRINT)
CAPACITY
SIGNATURE
NAME OF FIRM
DATE

WITNESS 1. 2. DATE:
--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACT FORM - PURCHASE OF GOODS/WORKS
PART 2 (TO BE FILLED IN BY THE PURCHASER)**

- 1. I..... in my capacity as accept your bid under reference number dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
- 2. An official order indicating delivery instructions is forthcoming.
- 3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

Item No.	Price (VAT Incl.)	Brand	Delivery Period	Points Claimed for HDI's	Points Claimed for RDP goals

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESS

1.....

2.....

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MUSINA LOCAL MUNICIPALITY

CONTRACTOR FOR THE REHABILITATION OF INTERNAL STREETS IN MUSINA CENTRAL BUSINESS DISTRICT

C1.2 CONTRACT DATA

Section 1.01

The General Conditions of Contract for Construction Works (2015, 3rd Edition) published by the South African Institution of Civil Engineering, is applicable to this Contract. Copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947).

The General Conditions of Contract for Construction Works make several references to the Contract Data for Specific Data, which together with these Conditions collectively describe the risks, liabilities and obligations of the Contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

Each item of Data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MUSINA LOCAL MUNICIPALITY

CONTRACTOR FOR THE REHABILITATION OF INTERNAL STREETS IN MUSINA CENTRAL BUSINESS DISTRICT

C1.2.1: CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

- 1. GENERAL**
- 2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

This Contract will be based on the “*General Conditions of Contract for Construction Works – 3rd Edition 2015*”, issued by the South African Institution of Civil Engineering (Short title: “*GCC 2015, 3rd Edition*”) and can be obtained from:

SAICE
Waterfall Park
Howick Gardens
Vorna Valley Half way House
Becker Street

MIDRAND
1685
Gauteng Province
Tel: (011) 805-5947/8
Fax: (011) 805-5971.

It is agreed that the only variations from the *General Conditions of Contract 2015, 3rd Edition* are those set out hereafter under “Special Conditions of Contract”.

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions shall amplify, modify or supersede, as the case may be, the *General Conditions of Contract 2015 (3rd Edition)* to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered “SCC” followed in each case by the number of the applicable clause or sub clause in the *General Conditions of Contract 2015, 3rd Edition* and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

1. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

Clause no.	Description
SCC 4.5.2	Replace the term “Safety” with “Occupational Health and Safety”
SCC 42.2	Add the following to the sub-clause: Extension of time in respect of abnormal rainfall shall be calculated using the rainfall (Formula 1) for each calendar month or part thereof.
SCC 49.6.1 to 4.9.6.3	Replace the term “Bank” with “Bank or Insurance Company”

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCC 55.1.8

Replace sub-clause with:

The Contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer, or in the employ of the Engineer, a gratuity or reward or commission.

SCC 59

LABOUR INTENSIVE WORKS

SCC 59.1

Payment for the labour-intensive component of the works

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in Contract or in delict.

SCC 59.2

Applicable labour laws

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as reproduced below, shall apply to work which are undertaken by unskilled or semi-skilled workers.

SCC 59.3.1

Introduction

(a) This document contains the Standard Terms and Conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and Conditions do NOT apply to persons employed in the supervision and management of a SPWP.

(b) In this document –

(i) “Department” means any department of State, implementing Agent or Contractor;

(ii) “Employer” means any Municipality, implementing Agency or Contractor that hires workers to work in elementary occupations on a SPWP;

(iii) “worker” means any person working in an elementary occupation on a SPWP.;

(iv) “elementary occupation” means any occupation involving unskilled or semi-skilled work;

(v) “Management” means any person employed by a Municipality or implementing Agency to administer or execute an SPWP.;

(vi) “task” means a fixed quantity of work;

(vii) “task-based work” means work in which a worker is paid a fixed rate for performing a

[Signature box]

Contractor

[Signature box]

Witness 1

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Witness 2

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Employer

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Witness 1

[Signature box]

Witness 2

task;

(viii) “task-rated worker” means a worker paid on the basis of the number of tasks completed;

(ix) “time-rated worker” means a worker paid on the basis of the length of time worked.

SCC 59.3.2 Terms of Work

(a) Workers on a SPWP are employed on a temporary basis.

(b) A worker may NOT be employed for longer than 24 months in any five year cycle on a SPWP.

(c) Employment on a SPWP does not qualify as employment as a contributor for the purpose of the Unemployment Insurance Act 30 of 1966.

SCC 59.3.3 Normal Hours of Work

(a) An Employer may not set tasks or hours of work that require a worker to work–

(i) more than forty hours in any week

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

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

(b) An Employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

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

SCC 59.3.4 Meal Breaks

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

(b) An Employer and worker may agree on longer meal breaks.

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCC 59.3.5 Special Conditions for Security Guards

- (a) A security guard may work up to 55 hours per week and up to eleven hours per day.
- (b) A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

SCC 59.3.6 Daily Rest Period

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

SCC 59.3.7 Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work (“emergency work”).

SCC 59.3.8 Work on Sundays and Public Holidays

- (a) A worker may only work on a Sunday or Public holiday to perform emergency or security work.
- (b) Work on Sundays is paid at the ordinary rate of pay.
- (c) A task-rated worker who works on a public holiday must be paid –
 - (i) the worker’s daily task rate, if the worker works for less than four hours;
 - (ii) double the worker’s daily task rate, if the worker works for more than four hours.
- (d) A time-rated worker who works on a public holiday must be paid –
 - (i) the worker’s daily rate of pay, if the worker works for less than four hours on the public holiday;
 - (ii) double the worker’s daily rate of pay, if the worker works for more than four hours on the public holiday.

SCC 59.3.9 Sick Leave

- (a) Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- (b) A worker who is unable to work on account of illness or injury is entitled to claim one day’s paid sick leave for every full month that the worker has worked in terms of a Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (c) A worker may accumulate a maximum of twelve days' sick leave in a year.
- (d) Accumulated sick-leave may not be transferred from one Contract to another Contract.
- (e) An Employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- (f) An Employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (g) An Employer must pay a worker sick pay on the worker's usual payday.
- (h) Before paying sick-pay, an Employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
 - (i) absent from work for more than two consecutive days; or
 - (ii) absent from work on more than two occasions in any eight-week period.
- (i) A medical certificate must be issued and signed by a Medical Practitioner, a qualified Nurse or a Clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- (j) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

SCC 59.3.10 Maternity Leave

- (a) A worker may take up to four consecutive months' unpaid maternity leave.
- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her Employer reasonable notice of when she will start maternity leave and when she will return to work.
- (d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- (e) A worker may begin maternity leave –

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (i) four weeks before the expected date of birth; or
- (ii) on an earlier date –
 - (1) if a medical Practitioner, Midwife or Certified Nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (2) if agreed to between Employer and worker; or
- (iii) on a later date, if a medical Practitioner, Midwife or Certified nurse has certified that the worker is able to continue to work without endangering her health.
- (f) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- (g) A worker who returns to work after maternity leave has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

SCC 59.3.11 Family responsibility leave

Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –

- (a) when the employee’s child is born;
- (b) when the employee’s child is sick;
- (c) in the event of a death of –
 - (i) the employee’s spouse or life partner;
 - (ii) the employee’s parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

SCC 59.3.12 Statement of Conditions

- (a) An Employer must give a worker a statement containing the following details at the start of employment –
 - (i) the Employer’s name and address and the name of the SPWP;
 - (ii) the tasks or job that the worker is to perform; and
 - (iii) the period for which the worker is hired or, if this is not certain, the expected duration of the Contract;
 - (iv) the worker’s rate of pay and how this is to be calculated;
 - (v) the training that the worker will receive during the SPWP.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(b) An Employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

(c) An Employer must supply each worker with a copy of these Conditions of employment.

SCC 59.3.13 Keeping Records

(a) Every Employer must keep a written record of at least the following –

(i) the worker's name and position;

(ii) in the case of a task-rated worker, the number of tasks completed by the worker;

(iii) in the case of a time-rated worker, the time worked by the worker;

(iv) payments made to each worker.

(b) The Employer must keep this record for a period of at least three years after the completion of the SPWP.

SCC 59.3.14 Payment

(a) An Employer must pay all wages at least monthly in cash or by cheque or into a bank account.

(b) A task-rated worker will only be paid for tasks that have been completed.

(c) An Employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the Contractor having submitted an invoice to the Employer.

(d) A time-rated worker will be paid at the end of each month.

(e) Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

(f) Payment in cash or by cheque must take place –

(i) at the workplace or at a place agreed to by the worker;

(ii) during the worker's working hours or within fifteen minutes of the start or finish of work;

(iii) in a sealed envelope which becomes the property of the worker.

(g) An Employer must give a worker the following information in writing –

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (i) the period for which payment is made;
- (ii) the numbers of tasks completed or hours worked;
- (iii) the worker's earnings;
- (iv) any money deducted from the payment;
- (v) the actual amount paid to the worker.

(h) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it

(i) If a worker's employment is terminated, the Employer must pay all monies owing to that worker within one month of the termination of employment.

SCC 59.3.15 Deductions

(a) An Employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

(b) An Employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

(c) An Employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

(d) An Employer may not require or allow a worker to –

- (i) repay any payment except an overpayment previously made by the Employer by mistake;
- (ii) state that the worker received a greater amount of money than the Employer actually paid to the worker; or
- (iii) pay the Employer or any other person for having been employed.

SCC 59.3.16 Health and Safety

(a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

(b) A worker must –

(i) work in a way that does not endanger his/her health and safety or that of any other person;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (ii) obey any health and safety instruction;
- (iii) obey all health and safety rules of the SPWP;
- (iv) use any personal protective equipment or clothing issued by the Employer;
- (e) report any accident, near-miss incident or dangerous behaviour by another person to their Employer or manager.

SCC 59.3.17 Compensation for Injuries and Diseases

- (a) It is the responsibility of the Employers (other than a Contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- (b) A worker must report any work-related injury or occupational disease to their Employer or manager.
- (c) The Employer must report the accident or disease to the Compensation Commissioner.
- (d) An Employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The Employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

SCC 59.3.18 Termination

- (a) The Employer may terminate the employment of a worker for good cause after following a fair procedure.
- (b) A worker will not receive severance pay on termination.
- (c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the Employer in advance to allow the Employer to find a replacement.
- (d) A worker who is absent for more than three consecutive days without informing the Employer of an intention to return to work will have terminated the Contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- (d) A worker who does not attend required training events, without good reason, will have terminated the Contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

SCC 59.3.19 Certificate of Service

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

On termination of employment, a worker is entitled to a certificate stating –

- (i) the worker's full name;
- (ii) the name and address of the Employer;
- (iii) the SPWP on which the worker worked;
- (iv) the work performed by the worker;
- (v) any training received by the worker as part of the SPWP;
- (vi) the period for which the worker worked on the SPWP;
- (vii) any other information agreed on by the Employer and worker.

Reporting

SCC 59.3.20

The Contractor shall report the breakdown of each payment certificate into the broad categories of:

- a) Overheads,
- b) Supervision,
- c) Materials,
- d) Plant, and
- e) Labour.

The Contractor shall further report for each payment certificate the person-days of employment as set out in the Pro Forma, Schedule T: Monthly Labour Report.

In the calculation of person-days, a day shall be taken as 8 hours and no time over and above 8 hours per day shall be used to contribute to the number of person-days reported.

The Contractor shall further report for each payment certificate the person-days of employment as set out in the Pro Forma, Schedule T: Monthly Labour Report.

In the calculation of person-days, a day shall be taken as 8 hours and no time over and above 8 hours per day shall be used to contribute to the number of person-days reported.

Source of Labour

SCC 59.3.21

The Contractor shall source his labour from the local area through the services of an appropriate Councillor or Community Liaison Officer or another appointed person who has contact with a labour pool in the area. **Construction industry rate will apply.**

Local Enterprises

SCC 59.3.22

The Contractor shall promote the use of local enterprises to execute parts of the work as and when required wherever possible.

C1.2.2 PART A: DATA PROVIDED BY THE EMPLOYER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The following Contract Specific Data are applicable to this Contract.

REFERENCE CONTRACT SPECIFIC DATA BY THE EMPLOYER

Clause 1.1.14: **Name of Employer:** Musina Local Municipality

Clause 1.2.2: **Address of Employer:**

Physical:

21 Irwin Street
Musina ,
Limpopo,
0900

Postal:

Musina Local Municipality
P Bag X611
Musina
0900

E-Mail: mukondelelin@musina.gov.za

Telephone No: (015) 534 6100

Fax No: (015) 534 6100

Clause 1.6 & 38.1: Special non-working days are Sundays and the following statutory public holidays as declared by National or Regional Government:

New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill including the construction industry year end break.

Clause 1.6: The year end break commences on the first working day after 16 December and ends on the first working day after 5 January of the next year.

Clause 2.3: The Engineer is required to obtain the specific approval of the Employer for the following:

The Engineer requires client approval in order to authorise any expenditure in excess of the Tender Sum plus 10% Contingencies.

Clause 7: Performance Guarantee to be delivered within 14 days of the Commencement Day.

The total liability under the guarantee should not be less than 10% of the tender amount, excl VAT.

Clause 10.1: The Contractor shall commence executing the work within 14 days of the Commencement date.

Clause 12.2: The Contractor shall deliver his programme of work within 14 days of the Commencement date.

Clause 35.1.1.2.2: The value of material to be supplied by the Employer is NIL.

Clause 35.1.1.2.3: The amount to cover Professional fees for repairing damage and loss to be included in the

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Insurance sum is R 5 000 000.00

Clause 35.1.3: The limit of indemnity for Liability Insurance is R 10 000 000.00 for any single liability claim. Liability insurance shall include spread of fire risk.

Clause 37.2.2.3: The percentage allowance to cover overhead charges is 15%.

Clause 42.1: The Works shall be completed within **3 months** excluding special non-working days and the year end break.

Clause 43.1: The penalty for failing to complete the works is **R 3 000 per Calendar Day**.

Clause 46: Contract Price Adjustment will be allowed for selected items for this Contract.

Clause 49.1.5: The percentage advance on materials not yet built into the Permanent Works is: 80%

Clause 49.3: The percentage retention on the amounts due to the Contractor is **10 %**, excluding Contract Price Adjustment, Contingencies and VAT, and limited to **10%** of the Contract amount, excluding Contract Price Adjustment, Contingencies and VAT.

Clause 49.6: A Retention money Guarantee will NOT be permitted from a reputable institution registered with the Financial Services Board.

Clause 53.1: The Defects Liability Period is **12 months** measured from the date of the Certificate of Completion.

Clause 58.1.4 Dispute resolution shall be by Adjudication.

Clause 58.3: Dispute Resolution shall be by Adjudication.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2.2: PART B: DATA PROVIDED BY THE CONTRACTOR

The following Contract Specific Data are applicable to this Contract:

REFERENCE CONTRACT SPECIFIC DATA BY THE CONTRACTOR

Clause 1.1.8: **Name of Contractor:**

Clause 1.2.2: **Address of the Contractor:**

Physical:

Postal:

.....

E-Mail:

Telephone No:

Fax No:

Clause 46.3: The variation in cost of all special materials is to be provided in the table SM 1 for special materials.

The rates and prices for the special materials shall be furnished by the Tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. **The quoted price is the ruling price on the Month prior to close of tender.**

TABLE: SM1

Special material	Unit on which variation will be determined		Price for base month ex factory, excluding transport, labour or any other costs.
	Containers	Delivered in bulk	

* Contractor to indicate the type, unit and rate of special material to be listed. When called upon to do so, the Contractor shall substantiate the above rates or prices with acceptable documentary evidence. Contractor to provide any other Special Materials if deemed necessary

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.3 FORM OF GUARANTEE - PRO FORMA

Tender No.: 12 – 2025/26

WHEREAS **Musina Local Municipality** (hereinafter referred to as the Employer”) entered into, a Contract with:

.....
(Hereinafter called “the Contactor”) on the day of 20.
for **CONTRACTOR FOR THE REHABILITATION OF INTERNAL STREETS IN MUSINA CENTRAL BUSINESS DISTRICT**

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 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 Guaranteed Sum of:
.....
.....Rand (in words);
R..... (in figures)

6. The Guarantor reserves the right to withdraw from this Guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

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

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

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

IN WITNESS WHEREOF this Guarantee has been executed by us at

on this day of 20

Signature

Duly authorized to sign on behalf of

Address

.....

.....

As witnesses:

1

2

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993

THIS AGREEMENT is made between **Musina Local Municipality**

(hereinafter called the EMPLOYER of the one part, herein represented by:

in his capacity as: _____ ;

AND:

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

in his capacity as:

duly authorised to sign on behalf of the Contractor.

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

TENDER No.: 12 – 2025/26: CONTRACTOR FOR THE REHABILITATION OF INTERNAL STREETS IN MUSINA CENTRAL BUSINESS DISTRICT

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

NOW THEREFORE the parties agree as follows:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

-
1. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at for and on behalf of the CONTRACTOR

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed at for and on behalf of the EMPLOYER on this

the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C2

PRICING DATA

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TENDER No.: 12 – 2025/26

CONTRACTOR FOR THE REHABILITATION OF INTERNAL STREETS IN MUSINA CENTRAL BUSINESS DISTRICT

C2.1 Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of the General Conditions of Contract (2015 edition) as amended in the Scope of Works.
2. The units of measurement described in this Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

3. For the purpose 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 Specifications

Quantity: The number of units of work for each item.

Rate: The agreed payment per unit of measurement.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Amount: The product of the quantity and the agreed rate for an item.

Lump sum: An agreed amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.

4. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance is made for waste.
5. The prices and rates in this Bill of Quantities are fully inclusive prices for the Work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the Work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional Work that may have to be carried out.
6. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for Tenders. (Refer to www.stanza.org.za or www.iso.org for information on Standards)
7. Where the Scope of Work requires detailed Drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amounts Tendered for such items.
8. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single Lump Sum will apply should a number of items be grouped together for pricing purposes.
9. The quantities set out in this Bill of Quantities are approximate and do not necessarily represent the actual amount of Work to be done. The quantities of work accepted and Certified for Payment will be used for determining payments due and not the quantities given in this Bill of Quantities.
10. The short descriptions of the items of payment given in this Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. The item numbers appearing in the Bills of Quantities refer to the corresponding item numbers in the Specifications were applicable.
12. Those parts of the contract to be constructed using labour- intensive methods have been marked in the Bills of Quantities with the letters "LI" in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour- intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
13. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labor-intensive methods. Any

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

Section C2.2 Bill of Quantities

BILL OF QUANTITIES – MUNICIPAL INTERNAL STREETS REHABILITATION					
Item	Description	Unit	Qty	Rate (R)	Amount (R)
A. PRELIMINARIES AND GENERAL					
A1	Contractual requirements, insurances, guarantees, program, compliance	Sum	1		
A2	Establishment on site, mobilization and demobilization	Sum	3		
A3	Health & Safety compliance and supervision	Sum	1		
A4	PSC @ R500 per sitting incl 10% handling fee	PS	1	R 8 250,00	
A5	Remuneration for a Community Liaison Officer (incl 10% handling fee)	PS	3	R 19 800,00	
A6	Setting out and measurement	Sum	1		
A7	Training (Generic, entrepreneur and Technical) incl 10% handling fee	PS	1	R 100 000,00	
A8	Accommodation of traffic and pedestrian control	Sum	3		
A9	Quality control testing	PS	1	R 85 000,00	R 85 000,00
A10	Services (water, sewer, electricity, fiber, other)	PS	1	R 200 000,00	R 200 000,00
A11	Environmental controls and site housekeeping	PS	1	R 35 000,00	R 35 000,00
	Subtotal A				
B. REMOVAL OF DEFECTIVE SURFACING					
B1	Saw-cut, break out and remove defective asphalt	m ²	2 100		
B2	Load, cart and dispose of unsuitable material	m ²	2 100		
	Subtotal B				
C. PAVEMENT LAYER REPAIRS: COTO SPECIFICATION					
C1	Subbase repair/stabilization, 150 mm, 95%Mod AASHTO	m ²	1 050		
C2	Base repair/stabilization, 150 mm @ 3% to 97% Mod AASHTO	m ²	1 750		
C3	Imported selected fill / patching material	m ³	420		
	Subtotal C				
D. ASPHALT WORKS					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

D1	Clean existing surface and apply tack coat at 0.55l/m ²	m ²	15 000		
D2	40 mm hot mix asphalt overlay: Medium Continuous Pen Grade	m ²	15 000		
D3	Estimated asphalt tonnage cross-check	t	1 800		
	Subtotal D				
E. KERB, CHANNEL AND EDGE BEAMS					
E1	Standard kerb and channel complete: Varied As required on site	m	2 000		
E2	Concrete edge beam complete: 25MPa	m	400		
	Subtotal E				
F. SIDEWALKS AND PAVING					
F1	Minor sidewalk repair and paving reinstatement	m ²	500		
	Subtotal F				
G. ROAD MARKING: SARTM					
G1	100 mm line marking	m	3 000		
G2	300 mm stop lines / transverse lines	m	80		
G3	Directional arrows	No	20		
G4	Lettering / symbols: Stop Signs	No	12		
G5	Pedestrian crossings markings (12mx4.4m)	No.	12		
	Subtotal G				
	TOTAL EXCL. VAT				
	CONTINGENCY				R 350 000,00
	VAT		15,0%		
	TOTAL INCL. VAT				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PART C3

SCOPE OF WORK

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TENDER No.: 12 – 2025/26

CONTRACTOR FOR THE REHABILITATION OF INTERNAL STREETS IN MUSINA CENTRAL BUSINESS DISTRICT

PART C3.1

APPLICABLE STANDARDIZED SPECIFICATIONS

1. The General Conditions of Contract applicable to this contract are the “General Conditions of Contract for Construction Works, (2015, 3rd Edition)”, issued by the South African Institution of Civil Engineering and the necessary amendments to the Standard Specifications have been made and included in the Project Specifications contained in this document.
2. The terms “Schedule of Quantities”, (used throughout the Standard Specifications) and “Bill of Quantities”, (used in all other documents forming part of this contract), are synonymous.

C3.1.2 PROJECT SPECIFICATIONS

- A. PRELIMINARIES AND GENERAL
- B. REMOVAL OF DEFECTIVE SURFACING
- C. PAVEMENT LAYER REPAIRS
- D. ASPHALT WORKS
- E. KERB, CHANNEL AND EDGE BEAMS
- F. SIDEWALKS AND PAVING
- G. ROAD MARKING

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TENDER No.: 12 – 2025/26

CONTRACTOR FOR THE REHABILITATION OF INTERNAL STREETS IN MUSINA CENTRAL BUSINESS DISTRICT

C3.2: PROJECT SPECIFICATIONS

STATUS

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

Part B contains the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Client before the execution of the work under the relevant item.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART A: GENERAL

PS 1 PROJECT DESCRIPTION

Several internal streets in Musina Central Business District are due for rehabilitation to improve mobility for social and economic activities.

Refer to the bill of works for the extent of works to be done as well as the contractor's requirement to execute the scope of works.

PS 2 DESCRIPTIONS OF THE SITE AND ACCESS

2.1 Location of site

Reference should be made to the list of internal streets listed in the scope of works below:

- 2.1.1 Kremetart
- 2.1.2 Joubert
- 2.1.3 Louis Trichardt
- 2.1.4 Campbell / Nick van Ransburg / Davies
- 2.1.5 Scott
- 2.1.6 Van Zyl (southern Str)
- 2.1.7 Harold Grenfell
- 2.1.8 Beaumont
- 2.1.9 Lopati
- 2.1.10 Willem Smith

The contractor shall be responsible for the maintenance and reinstatement of damage caused by him or his agents/deliveries during the construction activities. No damage to fauna and flora located outside the limits of the site will be permitted on the contract.

The contractor shall take cognisance of the aforementioned items concerning the environment and allow for any costs in his tender under the relevant section in the Bill of Quantities.

PS 3 DETAILS OF THE WORKS

3.1 Brief description of works

A brief detail of the works for which this specification is applicable is as follows:

- Subbase and base repair including stabilization.
- Removal of defective surfacing
- Overlay / resurfacing surfacing (Hot mix asphalt: 40mm medium pen grade)
- Kerb and channel
- Concrete edge beam
- Minor sidewalk repair and paving

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

-
- Road marking

3.2 Project Approach

The successful Tenderer will be responsible for the full spectrum of supply, delivery, setting out, construction, quality control and defects attendance services. The Employer will appoint a consultant to monitor construction progress and quality. Regular progress payments, based on work actually performed at the tendered rates, are envisaged. A defects liability period of 12 months will be applicable on this project.

3.3 Labour recruitment conditions

A Project Steering Committee will need to be established as a vital means of communication between all parties involved with the project. The PSC will comprise representation by the Employer, the formal structures within the community. The contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PSC, and this representative may be also required to attend the monthly PSC meetings.

It is mandatory that the Contractor interact with the community via proactive project liaison and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

Local labour is to be used and the employment of such labour is to be done in conjunction with the PSC.

PSC shall appoint a Community liaison officer (CLO). The duties of the CLO shall consist inter alia of the following:

- To be available on site daily between the hours of 07:00 and 17:00 and at other times as the need arises. His normal working day will extend from 07:00 in the morning until 17:00 in the afternoon.
- To communicate daily with regard to number and skills, to facilitate in labour disputes and to assist in their resolution.
- To attend all meetings in which the community and/or labour are present or are required to be represented.
- To attend all PSC meeting to report on labour.
- To assist in the identification and screening of labourers from the community in accordance with the contractor's requirements.
- To advise and inform temporary labourers of their conditions of employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- To keep a daily written record of his interviews and community liaison, labour force etc.
- To attend monthly site meetings and report in writing on labour and contract matters.
- Keeping a data base of available labour.
- All such other duties as agreed upon between all parties concerned.
- Compile a list of available skills in the area (skills audit).

The Tenderer should allow for reasonable compensation of the CLO over the full construction period, in the appropriate P & G items in the Bill. The CLO is to provide his own transport.

PART B: PARTICULAR SPECIFICATIONS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PS 4 CONSTRUCTION PROGRAMME

PS 4.1 General

The submission of a construction programme as stated per Clause 12 of the General Conditions of Contract is compulsory.

Before any work is to be commenced on the site (within a period as stated in Clause 12.2 of the General Conditions of Contract), the Contractor must submit a detailed project programme for the construction of the Works to the Client for his approval.

In preparation of the construction programme the Contractor must liaise with the Client and the programme must take into account the coordination of all activities. The programme must consist of a detailed schedule or block diagram covering all aspects of the Works and the planned time thereof must, with the Contract Period as time basis, be shown.

Rainfall conditions will be taken as abnormal when the average rainfall, as shown in Clause PS 8, is exceeded and the contractor must then apply in writing for extension of the contract period using Clause 48 of the Conditions of Contract.

The Contractor shall submit to the Client a realistic, detailed programme not later than 14 days after receipt of the Letter of Acceptance. The programme shall be in bar-chart format showing in detail how the Contractor proposes to complete the work covered by this contract by the Due Completion Date.

The following details must be stated:

- i. The quantity of work applicable to each bar item as well as the rate at which the work will be completed.
- ii. A budget of the value of completed work, month by month, for the full contract period.
- iii. The Contractor's plant commitment on the contract for every fortnight.
- iv. The critical path.

The programme shall be kept up to date. If a Contractor fails to maintain progress in terms of the programme, he shall produce a revised programme showing the modifications to the original programme necessary to ensure completion of the Works before the Due Completion Date.

The approval of any programme by the Client shall have contractual significance that the Work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. The Client will have the right to instruct the Contractor to revise the programme if necessitated by circumstances.

PS 4.2 Time for Completion

The maximum time allowed for the completion of the contract is **3 months** (excluding special non-working days and the year-end break) from the Commencement Date.

PS 5 SITE FACILITIES AVAILABLE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PS 5.1 Water Supply

The Contractor must make his own arrangements for provision of fresh water on site for domestic and construction purposes.

The rates tendered for the relevant items in the Preliminary and General Section of the schedule shall include all costs for the establishment and maintenance of water supply to the works and the Contractor shall make his own arrangements for the possible conveyance and storage of water if necessary.

PS 5.2 Power Supply

The Contractor must make his own arrangements for the provision of his own electrical requirements on site.

The rates tendered for the relevant items in the Preliminary and General Section of the schedule shall include all costs for the establishment and maintenance of a power supply to the works as required for construction purposes.

PS 6 FACILITIES REQUIRED ON SITE

PS 6.1 Facilities for the Engineer

A site office for the Engineer is not required.

PS 6.2 Facilities for the Contractor

Site Establishment

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

The chosen site shall be subject to the approval of the Client and the Project Steering Committee (PSC). Possible locations for a campsite shall be pointed out at the Site inspection. The Contractor shall conform to all local authority, environmental and industrial regulations.

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

Ablution and Sanitary Facilities:

The Contractor shall erect and maintain on the site proper ablution facilities. The Contractor shall service and maintain the facilities in a clean and hygienic state for the duration of the contract period and on completion of the works remove it from the site.

PS 6.3 Laboratory Facilities

The contractor shall provide Laboratory facilities at a SANS accredited laboratory to conduct tests as required.

PS 6.4 Construction Notice Board (Name Board)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

2 Official Name Board, as per C4.2 Site Information: Construction Notice Board is required for this contract.

PS 6.5 Housing for the Engineer and/or his Representative

No housing is required for the Engineer or his Representative.

PS 6.6 Telephone Facilities

Telephone and facsimile facilities are not needed on the site.

PS 7 MANAGEMENT AND DISPOSAL OF WATER

The Contractor shall pay special attention to the management and disposal of water and storm water on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

PS 8 SECURITY CLEARANCE OF PERSONNEL

Tenderers should note that the Musina Local Municipality may require that Security Clearance investigations be conducted on any number of the Tenderer's personnel.

If so required, by the Musina Local Municipality, the Tenderer must remove personnel as indicated immediately and ensure that they have no access to the works or documentation or any other information pertaining to the site.

The Employer shall not be liable for any cost concerning the removal of personnel or the effect thereof on the execution of the work.

PS 9 SUB-CONTRACTORS

The Employer shall have the right to cede any sub-contract under this contract to a pre-approved subcontractor, in accordance with the provisions of Clause 9 of the General Conditions of Contract.

PS 10 DELAY IN COMPLETION

The Contractor shall organise the Works in such a manner that no delays occur. Delay due to faulty organisation or lack or shortage of materials or labour or co-operation with other parties or to any other cause within the control of the Contractor will not be countenanced and full power is reserved by the municipality to order the Contractor to expedite the work should the work, in the opinion of the Engineer, not progress in a satisfactory way.

PS 11 SUPPLY OF MATERIALS

All material to be used in the Works is to be supplied by the Contractor.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall ensure that the work is not delayed due to the lack of materials on Site, by placing orders for material required under this Contract as soon as possible. No extension of time will be allowed for any delay due to the supply of materials.

Although the quantities have been carefully calculated, it must be considered as approximate only and the Contractor, before ordering any materials, should check the quantities required. The bill of quantities is provisional.

PS 12 EXECUTION OF THE WORKS

PS 12.1 Inspection by the Client

No portion of the work shall be proceeded with until the Client or his representative has examined and approved the previous stage. If any work is covered or hidden from view before the Engineer or his representative has inspected the work, the Contractor shall at his own cost expose the covered or hidden work for inspection. The Contractor shall also be responsible for making good any work damaged during the uncovering.

PS 13 EXISTING SERVICES

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

Two weeks prior to commencing construction activities in a particular area, the Contractor shall also diligently enquire of local landowners as to whether there are any other known services which have not been shown on the drawings but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the municipality immediately. The contractor shall make provision in his programme for the location and/or shifting of services.

PART C4

SITE INFORMATION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2