

**TENDER NO.06/2022-2023 T.**



## **CONTRACT DOCUMENT**

FOR THE

# **Construction of the Sterkspruit Driving License Testing Centre**

<b>ISSUED BY:</b>	<b>COMPILED BY:</b>	<b>For official use.</b>
Supply Chain Management Office Senqu Municipality 19 Murray Street, Lady Grey, 9755 Private Bag X 003, Lady Grey, 9755 Tel: 0516030019 Fax: 0516030445 e-mail: info@senqu.gov.za	<b>SKCMasakhizwe Engineers (Pty) Ltd</b> <b>14 Queens Terrace, Maletswai, 9750</b> <b>P.O Box 578, Maletswai, 9750</b> <b>Tel: 051 634 1847</b> <b>Fax: 086 645 7254</b> <b>e-mail: easterncape@skcm.co.za</b>	<b>SIGNATURES OF MUNICIPALITY OFFICIALS AT TENDER OPENING</b>
		1.
		2.
		3.

**MARCH 2023**

<b>NAME OF TENDERING ENTITY</b>	
<b>EMAIL ADDRESS OF TENDERING ENTITY</b>	
<b>FAX NUMBER OF TENDERING ENTITY</b>	

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<b>(1) GENERAL TENDER INFORMATION</b>		
<b>TENDER DETAILS</b>		
Tender advertising date	10 March 2023	
Tender closing date	13 April 2023	
Tender closing time	12h00	
Estimated CIDB contractor grading designation	7 GB or higher	
Technical contact person	Mr N Nkopane/ Mr O. Zihle 051 603 1450 <a href="mailto:nkopanen@senqu.gov.za">nkopanen@senqu.gov.za</a> / <a href="mailto:zihleo@senqu.gov.za">zihleo@senqu.gov.za</a>	
SCM contact person	Mrs N Mtwebana 051 603 1355 mtwebanan@senqu.gov.za	
<b>CLARIFICATION MEETING</b>		
Nature of meeting	Compulsory X	Non-compulsory
Date and time of meeting	23 March 2023 at 10h00	
Venue of Meeting	Bhunga Hall, Sterkspruit	
<b>TENDER SUBMISSION DETAILS</b>		
Tender box address	Senqu Municipality, 19 Murray Street, Lady Grey	
Tender submission process	<p>The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title, and the closing date indicated on the envelope. The sealed envelope must be inserted into the tender box before closing time.</p> <p>If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter for alternative instructions. The onus remains with the tenderer to ensure that the tender is placed in either the original box or as alternatively instructed.</p>	

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<b>TENDER</b> <b>PART T1: TENDERING PROCEDURES</b>
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**T1.1 Tender Notice and Invitation to Tender**

**SENQU LOCAL MUNICIPALITY**

**INVITES YOU TO SUBMIT AN OFFER FOR THE FOLLOWING TENDER:**

<b>TENDER NUMBER:</b>	06 / 2022 – 2023 T																			
<b>TENDER TITLE</b>	Construction of The Sterkspruit Driving License Testing Centre																			
<b>CLOSING DATE</b>	13 April 2023																			
<b>CLOSING TIME</b>	12h00 PM																			
<b>ADDRESS OF MUNICIPALITY</b>	Senqu Municipality, 19 Murray Street, Lady Grey																			
<b>NON-REFUNDABLE TENDER FEE</b>	N/A																			
<b>DATE OF CLARIFICATION MEETING</b>	23 March 2023																			
<b>NATURE OF CLARIFICATION MEETING</b>	Compulsory, Tenderers must download and print tender document prior attendance of clarification meeting																			
<b>TIME OF CLARIFICATION MEETING</b>	10h00																			
<b>VENUE OF CLARIFICATION MEETING</b>	Main Road, Bhunga Hall, Sterkspruit																			
<b>CIDB REQUIREMENTS</b>	CIDB contractor grading of 7 GB or higher																			
<b>TECHNICAL ENQUIRIES</b>	Mr N Nkopane/ Mr O. Zihle 051 603 1450 <a href="mailto:nkopanen@senqu.gov.za">nkopanen@senqu.gov.za</a> , <a href="mailto:zihleo@senqu.gov.za">zihleo@senqu.gov.za</a>																			
<b>SCM ENQUIRIES</b>	Mrs N Mtwebana  051 603 1355  <a href="mailto:mtwebanan@senqu.gov.za">mtwebanan@senqu.gov.za</a>																			
<b>TENDER VALIDITY PERIOD</b>	84 days																			
<b>PREFERENTIAL POINTS: 80/20</b>	<table border="1"> <thead> <tr> <th></th> <th><b>POINTS</b></th> </tr> </thead> <tbody> <tr> <td><b>PRICE</b></td> <td align="center">80</td> </tr> <tr> <td><b>SPECIFIC GOALS</b></td> <td align="center">20</td> </tr> <tr> <td><b>Points for historically disadvantaged persons by unfair discrimination based on race, gender or disability</b></td> <td align="center"><b>10</b></td> </tr> <tr> <td><b>Points for Locality (Contractors domiciled in the Senqu Local Municipality)</b></td> <td align="center"><b>10</b></td> </tr> <tr> <td><b>Points for Locality (Contractors domiciled in the Joe Gqabi District Municipality)</b></td> <td align="center">5</td> </tr> <tr> <td><b>Points for Locality (Contractors domiciled in the Eastern Cape Province)</b></td> <td align="center">2</td> </tr> <tr> <td><b>Points for Locality (Contractors domiciled outside the Eastern Cape Province)</b></td> <td align="center">0</td> </tr> <tr> <td><b>Total points for Price and B-BBEE must not exceed</b></td> <td align="center"><b>100</b></td> </tr> </tbody> </table>			<b>POINTS</b>	<b>PRICE</b>	80	<b>SPECIFIC GOALS</b>	20	<b>Points for historically disadvantaged persons by unfair discrimination based on race, gender or disability</b>	<b>10</b>	<b>Points for Locality (Contractors domiciled in the Senqu Local Municipality)</b>	<b>10</b>	<b>Points for Locality (Contractors domiciled in the Joe Gqabi District Municipality)</b>	5	<b>Points for Locality (Contractors domiciled in the Eastern Cape Province)</b>	2	<b>Points for Locality (Contractors domiciled outside the Eastern Cape Province)</b>	0	<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>
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Tenders may only be submitted on the bid documentation provided by the municipality. The completed original tender document and all supporting documentation shall be placed in a single sealed envelope clearly marked with the name and address of the tenderer, the tender number and title, and the closing date indicated on the envelope and deposited in the tender box at the address, and by the date and time stated above. No faxed or e-mailed documents will be accepted. The Senqu Municipality does not bind itself to accept the lowest tender or any other tender and reserves the right to accept the whole or part of the tender. Tenders will be opened in public as soon as practical after the closing time.

Tender documents will be available on the municipal the website <http://www.senqu.gov.za>.

Tender enquiries can be made to the parties as stated above.

A clarification meeting as stated above will be held on the date and time at the venue stated above.

**Tenders must be compliant with all bid requirements stated in the tender document.** Bidders are specifically referred to the requirements of the Preferential Procurement Regulations, 2022, including but not limited to pre-qualification criteria, functionality, eligibility, statutory, local content, compulsory sub-contracting, other objective, and price and preference criteria **as stated in the tender document**. If applicable, only locally produced, or manufactured goods meeting the stipulated minimum threshold for local production and content, will be considered. Tenderers' attention is drawn to the registration requirements in the tender documents in respect of registration on the municipal supplier database, Central Suppliers' Database, Construction Industry Development Board (if applicable), etc.

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**LOCALITY PLAN**

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## **T1.2 Tender Data**

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Government Gazette No. 42622 of 8 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see [www.cidb.org.za](http://www.cidb.org.za)) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

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

**The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:**

<b>Clause number</b>	<b>Tender Data</b>
<b>C.1</b>	<b>General</b>
C.1.1	<b>Actions</b>
C.1.1.1	

**The parties agree that this tender, its evaluation and acceptance and any resulting contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised. Please refer to this document contained on the Employer's website.**

**Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other rights and remedies available to it as described in the SCM Policy.**

The Employer is the Senqu Municipality, represented by the Director: Technical Services.

In addition to the above, the following further documents are part of the tender:

**VOLUME 4: Drawings (listed in C3.2 Engineering)**

**VOLUME 5 : The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 6.2 - May 2018. Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-315-4140), Master Builders Association (011-205-9000; 057-352-6269) South African Association of Consulting Engineers (011-463-2022) or South African Institute of Architects (051- 447-4909; 011-486-0684; 053-831-2003;)**

Volumes 5 may also be inspected, by appointment, at the offices of the Employer's agent during normal office hours.



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#### C.1.4 Communication and employer's agent

##### Communication with the employer

Verbal or any other form of communication, from the Employer, its employees, agents, or advisors during clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer, unless communicated by the Employer in writing to suppliers by its Bid Adjudication Committee or its nominee. All communication with the Employer must be directed to the person and details noted below:

<b>Name</b>	Mr L Letsika
<b>Designation</b>	Associate Director
<b>Address:</b>	<b>SKCMasakhizwe Engineers (Pty) Ltd</b> <b>14 Queens Terrace, Maletswai, 9750</b> <b>P.O Box 578, Maletswai, 9750</b>
<b>Tel:</b>	Tel: 051 634 1847
<b>Fax:</b>	Fax: 086 645 7254
<b>Email</b>	letsikale@skcm.co.za

#### C.1.6.2 Competitive negotiation procedure

A competitive negotiation procedure will not be followed.

#### C.1.6.3 Proposal procedure using the two-stage system

A two-stage system will not be followed.

#### C.1.6.5 Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court

##### C.1.6.5.1 Disputes, objections, complaints and queries

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the Municipality in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

##### C.1.6.5.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the Municipality, may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
  - i) Must be in writing
  - ii) It must set out the reasons for the appeal
  - iii) It must state in which way the Appellant's rights were affected by the decision;
  - iv) It must state the remedy sought; and
  - v) It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant Municipality appeal authority must consider the appeal and may confirm, vary or revoke the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

##### C.1.6.5.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000

The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act (PAJA) and Promotion of Access to Information Act (PAIA).

C.1.6.5.4 All requests referring to sub clauses C.1.6.5.1 to C.1.6.5.3 must be submitted in writing to:

**The Acting Municipal Manager**

**Via hand delivery at:** Senqu Municipality, 19 Murray Street, Lady Grey

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**Via post at:** Private Bag X003, Lady Grey, 9755

**Via fax at:** 051 603 0445

**Via email at:** [nyezin@senqu.gov.za](mailto:nyezin@senqu.gov.za)

**C.1.7 Senqu Municipality Supplier Database Registration**

Tenderers are required to be registered on the Employer's Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the Employer's Supplier Database may collect registration forms from the Senqu Municipality at 19 Murray Street, Lady Grey (Tel 051 603 0019). Registration forms and related information are also available on the SM's website by following the link alongside – <https://www.senqu.gov.za/supplier-registration-forms/>.

It is each tenderer's responsibility to keep all the information on the Supplier Database updated.

**C.1.8 National Treasury Web Based Central Supplier Database (CSD) Registration**

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address <https://secure.csd.gov.za>.

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

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**C.2 Tenderer's obligations**

**C.2.1 Eligibility**

**C.2.1.1**

Tenderers must submit a tender offer that complies in all aspects to the conditions as detailed in this document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared responsive.

**C.2.1.3**

Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to the Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.

**C.2.1.4**

Only those tenders that satisfy the following criteria will be declared responsive:

**C.2.1.4.1**

**Construction Industry Development Board (CIDB) Registration**

Only those tenders submitted by tenderers who are registered, or capable of being registered, with an active status with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a GB class of construction work, will be declared responsive.

Joint Ventures are eligible to submit tenders provided that:

- a) every member of the joint venture is registered with an active status with the CIDB;
- b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the GB class of construction work; and
- c) 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 GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

For alpha-numeric associated with the contractor Grading Designations see Annex G attached.

**C.2.1.4.2**

**Compliance with requirements of SM SCM Policy and procedures**

Only those tenders that are compliant with the requirements below will be declared responsive:

- a) A completed **Compulsory Enterprise Questionnaire** to be provided (applicable schedule to be completed);
- b) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
- c) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's behalf (applicable schedule to be completed);
- d) A copy of the partnership / joint venture / consortium agreement to be provided;
- e) A completed **Declaration – Conflict of Interest** and **Declaration of Bidder's past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- f) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);
- g) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy;
- h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;
- i) The tenderer is not an advisor or consultant contracted with the Employer whose prior or current obligations creates any conflict of interest or unfair advantage;
- j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee;
- k) A completed **Municipal Accounts' Status** schedule to be provided and which does not indicate any details that prevents the award of the tender based on the conditions contained thereon (applicable schedules to be completed);
- l) The tenderer (including any of its directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;
- m) The tenderer (including any of its directors or members), has not been found guilty on any other basis listed in the SCM Policy.

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**C.2.1.4.3 Minimum score for functionality**

Only tenderers who achieve the minimum score for functionality as stated below will be declared responsive.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the total sum of the scores achieved during the evaluation process.

Description of functionality criteria	Maximum possible score
Demonstrated experience of the tendering entity with respect to comparable projects;	40
Qualifications and demonstrated experience of the key staff in relation to the scope of work;	30
Availability of equipment, plant and personnel or capability to mobilise hired/sub-contracted resources.	30
<b>Maximum possible score for Functionality</b>	<b>100</b>

The minimum score for functionality is **80**.

Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture appended to this tender submission. Likewise, where a tender submission relies on the experience of sub-contractors, the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

A more detailed explanation of the functionality criteria is given below:

Description of functionality criteria	Score	Maximum possible score
<b>Demonstrated experience of the tendering entity with respect to comparable (shopping centre with parking area, driving testing station, light industrial facility eg warehouse) projects:</b> Provide signed appointment letters, client/Principal Agent signed reference letters and certified completion certificates with the duration of the project LINKED TO SCHEDULE 15. (0 points will be awarded if all requirements are not met)		<b>40</b>
4 Projects within the past 10 years with comparable scope and values	40	
3 Projects within the past 10 years with comparable scope and values	30	
2 Projects within the past 10 years with comparable scope and values	20	
1 Projects within the past 10 years with comparable scope and values	10	
<b>Qualifications and demonstrated experience of the key staff in relation to the scope of work:</b>		<b>30</b>

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<p>Provide organogram with positions and staff names, CV, certified qualifications, and a client/Principal Agent reference for the past two contracts.  (0 points will be awarded if all requirements are not met)</p>		
<p><b>Contracts Manager</b> with cumulative value of projects completed within the past <b>10 years</b> and more with comparable scope (i.e., general building): cumulative value of <b>100 million and above.</b></p> <p>Contracts Manager with cumulative value of projects completed within the past 8 years or more with comparable scope (i.e., general building): cumulative value of 80 million or more.</p> <p>Contracts Manager with cumulative value of projects completed within the past 5 years or more with comparable scope (i.e., general building): cumulative value of 60 million and above.</p>	<p>10</p> <p>6</p> <p>4</p>	
<p>Site Agent with cumulative value of projects completed within the past 5 years with similar scope (i.e., general building): cumulative value of 50 million.</p> <p>Site Agent with cumulative value of projects completed within the past <b>5 years</b> with similar scope (i.e., general building): cumulative value of <b>40 million and above.</b></p> <p>Site Agent with cumulative value of projects completed within the past 5 years with similar scope (i.e., general building): cumulative value of 30 million.</p>	<p>10</p> <p>6</p> <p>4</p>	
<p><b>General Foreman</b> with cumulative value of projects completed within the past <b>10 years</b> with similar scope (i.e., general building): cumulative value of <b>100 million.</b></p> <p><b>General Foreman</b> with cumulative value of projects completed within the past <b>10 years</b> with similar scope (i.e., general building): cumulative value of <b>60 million.</b></p> <p><b>General Foreman</b> with cumulative value of projects completed within the past <b>10 years</b> with similar scope (i.e., general building): cumulative value of <b>80 million and above.</b> (Provide</p>	<p>10</p> <p>6</p> <p>4</p>	
<p><b>Availability of equipment, plant, or capability to mobilise hired/sub-contracted resources. – Provide proof of ownership (provide registration licenses for own plant or equipment, for hired plant only 50% will be scored per machine)</b></p>		<p><b>30</b></p>

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(No points will be awarded if all requirements are not met)		
1 x Excavator	6	
1 x TLB	4	
1 x 10-ton Roller	2	
1 x Grader	4	
1 x Water Cart minimum 5 000 litres	2	
2 x Tipper trucks 6m3	6	
1 x Flatbed truck	2	
1 x LDVs	2	
1 x Compressor	2	
<b>TOTAL SCORE FOR FUNCTIONALITY</b>		<b>100</b>

**C.2.1.4.4 Local Content**

The Employer promotes the procurement of goods manufactured by local suppliers. The Department of Trade, Industry, and Competition and National Treasury has identified specific designated sectors which require local content compliance. Further details of designated sectors are available on <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/> and [http://ocpo.treasury.gov.za/Buyers\\_Area/Legislation/Pages/Practice-Notes.aspx](http://ocpo.treasury.gov.za/Buyers_Area/Legislation/Pages/Practice-Notes.aspx).

Tenderers are required to ensure that they comply with these designated Sector requirements by ensuring that the products provided to the Employer are locally manufactured. Failure to meet the minimum stipulated threshold for local production and content will result in a bid being declared non-responsive.

**In addition to the above:**

- a) The supplier shall study the terms and conditions as stated in the **Local Content Declaration / Annexure C** returnable schedule.

- C.2.1.4.4.1 The stipulated minimum threshold percentages for local production and content for the Steel, Furniture, (“the designated sector”) is **indicated in Annexure C** and will include all sub-sectors from the applicable National Treasury Instruction Note.
- C.2.1.4.4.2 Only tenders with locally produced or locally manufactured raw material or input will be considered. If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the Department of Trade, Industry and Competition (DTIC) (Chief Director: Industrial Procurement, tel. 012 394 3927 and email [tmakube@thedtic.gov.za](mailto:tmakube@thedtic.gov.za)) should there be a need to import such raw material or input.
- C.2.1.4.4.3 A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid.
- C.2.1.4.4.4 The Employer is obliged and must ensure that contracts for **the designated sector** are awarded at prices that are market related taking into account, among others, benchmark prices designated by the DTIC for the sector, value for money and economies of scale. Where appropriate, prices may be negotiated with preferred bidders in accordance with provisions for Negotiation with Preferred Bidders as set out in the Employer’s SCM Policy.
- C.2.1.4.4.5 A bid will be declared non-responsive if the **Local Content Declaration / Annexure C** returnable schedule as well as the authorisation letter referred to above (if applicable) are not submitted as part of the bid documentation at the closing date and time of the bid. Bid will also be declared non-responsive if any line item on Annexure C indicates a local content percentage that is lower than the stipulated thresholds.
- C.2.1.4.4.6 For further information relating to the local production and content legislation, bidders may refer to website <http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/> or may contact the local content helpline at telephone number (012) 394 1435.

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Alternatively, bidders may contact the Director: Fleet Procurement, Ms Cathrine Matidza, at telephone number (012) 394 5598 and e-mail [CMatidza@thedti.gov.za](mailto:CMatidza@thedti.gov.za).

#### C.2.1.4.5 **Compulsory clarification meeting**

Tenderers are required to attend a compulsory clarification meeting at which they may familiarise themselves with aspects of the proposed work, services or supply and pose questions.

Details of the meeting(s) are stated in the General Tender Information.

Only those tenders submitted by tenderers whose attendance at this meeting have been recorded, will be declared responsive.

#### C.2.1.4.6 **Pre-qualification criteria for preferential procurement**

Only those tenderers who meet the following pre-qualification criteria will be declared responsive:

- a) N/A

#### C.2.1.4.7 **Good standing with Bargaining Council**

Only those tenders submitted by tenderers who are in good standing with the **Bargaining Council for the Civil Engineering Industry (BCCEI)** at the time of the tender award will be declared responsive. Tenderers must attach such proof to the schedule titled **Declaration in Respect of Compliance with Labour Legislation** or obtain such upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.

#### C.2.3 **Check documents**

The Tenderer should check the tender documents on receipt for completeness, missing or duplicated pages, indistinct figures or writing and any obvious errors. The Tenderer must notify the Employer's at once of any such problems identified

#### C.2.7 **Clarification meeting**

The arrangements for the clarification meeting are as stated on the General Tender Information page and in the Responsiveness Criteria (if applicable) .

Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

#### C.2.8 **Seek Clarification**

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted itself with the nature of the goods proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed works will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted itself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.
- d) requested the Employer to clarify the requirements contained in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.
- e) received all notices to the tender documents which have been issued in accordance with the Employer's SCM Policy.

#### C.2.11 **Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer in writing, or necessary to correct errors made by the tenderer.

#### C.2.12 **Alternative tender offers**

N/A

#### C.2.13 **Submitting a tender offer**

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C.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

C.2.13.3 1 (One) copy(ies) of the following elements of the bid submission (please refer to **Contents (Volume 3)**) must be submitted separately bound in the same envelope where possible (see C.2.13.5):

Number	Heading
T2.2	Returnable Schedules
C2.2	Bills of Quantities
	All other attachments submitted by bidder

C.2.13.5 The tender submission details are all described on the General Tender Information page. If it is not possible to submit the original tender and the required copies (see C.2.13.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as “ORIGINAL” and “COPY” in addition to the aforementioned tender submission details.

C.2.13.6 A two-envelope procedure will **not** be followed (C.3.5).

C.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.

C.2.13.11 The Employer shall formally issue tender documents in electronic format, subject to the following:

- c) The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed and printed as per electronic tender document shall be considered, provided that printed Bills of Quantities, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in C.2.13.2.
- d) Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account. The pages of the issued Bills of Quantities should not be removed from the tender document.
- e) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- f) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in C.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- g) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

C.2.15 **Closing time**

C.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

C.2.16 **Tender offer validity**

C.2.16.1 The tender offer validity period is **12 weeks (84 days)**.

C.2.16.2

Notwithstanding the period stated above, bids shall remain valid for acceptance for a period of 12 weeks (84 days) after the expiry of the original validity period, unless the Municipality is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement and administrative processes and upon approval by the Municipal Manager.

C.2.17 **Clarification of tender offer after submission**

A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer’s written request for such clarification or documents.



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#### C.2.18 **Provide other material**

##### C.2.18.1

Provide where the transaction value (tendered amount) inclusive of VAT **exceeds R 10 million:**

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
- b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- c) particulars of any contracts awarded to the tenderer 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;
- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

##### C.2.18.4 **Municipal Accounts**

In addition to the conditions stated in C.2.1.4.2.k of these tender conditions, tenderers further undertake to fully cooperate with the SM in the provision of appropriate and valid information and / or evidence to enable the SM to determine whether the entity and its directors / members / partners has any municipal arrears greater than 90 days. The SM reserves its rights to make additional enquiries in this regard, with the bidding entity or any municipality or municipal entity.

##### C.2.18.5 **Compliance with Occupational Health and Safety Act, 85 of 1993**

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with his tender or upon request, appended to Schedule 18: Health and Safety Plan in T.2.2 : Returnable Schedules, a draft Health and Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C3.5 Management in the Scope of Work.

##### C.2.23 **Certificates**

The tenderer is required to submit the following:

##### C.2.23.1 **Evidence of tax compliance**

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause C.2.1.4.2.h. In this regard, it is the responsibility of the Tenderer to provide its Tax Compliance Status PIN number on the **Compulsory Enterprise Questionnaire**

Each party to a Consortium/Joint Venture shall separately submit the aforementioned information.

Before making an award the Municipality must verify the bidder's tax compliance status. Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the Municipality, within 7 working days, written proof from SARS that they have made arrangement to meet their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the Municipality via CSD or e-Filing. The Municipality should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein.

Only foreign suppliers who have answered "NO" to all the questions contained in the Questionnaire to Bidding Foreign Suppliers section on the **Details of Tenderer** pages of the tender submission, are not required to register for a tax compliance status with SARS.

##### C.2.23.2 **Broad-Based Black Economic Empowerment Status Level Documentation**

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the SM with the tender submission..

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Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

The applicable code for this tender is the **Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector**.

The tenderer shall indicate in the **PREFERENCE POINTS CLAIM FORM** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

#### **C.2.24 Proposed Deviations and Qualifications**

Where the tenderer cannot tender in all respects in accordance with the provisions contained in the tender documents, all deviations therefrom shall be clearly and separately listed in the schedule titled **Proposed Deviations and Qualifications by Tenderer** in T2.2 Returnable Schedules, or in a tenderer's covering letter expressly referenced in this schedule.

The tenderer accepts that the Employer will examine such deviations in terms of clause C.3.8.2 and shall not be bound to accept any such deviations or qualifications.

It must be clearly stated by the tenderer whether the sum tendered in the Tender Offer includes for all such deviations or qualifications listed or referred to in the schedule titled **Proposed Deviations and Qualifications by Tenderer** or not.

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**C.3**

**The Employer's undertakings**

**C.3.2 Issue Addenda**

If necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda less than one week before the tender closing time in exceptional circumstances.

Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

**C3.4 Opening of tender submissions**

The location for opening of the tender offers is at the address as stated on the General Tender Information page.

**C.3.8 Test for responsiveness**

C.3.8.3 The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

**C.3.9 Arithmetical errors, omissions and discrepancies**

C.3.9.1 unless there is clear evidence to the contrary that the amount in figures is correct (such as alignment between the amount in fissures and the priced bills of quantities).

C.3.9.5 In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further arguments, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer in accordance with this clause.

Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may declare the tender as non-responsive.

**C.3.10 Clarification of a tender offer**

C.3.10 The Employer may, after the closing date, request additional information or clarification from tenderer, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer that does not change or affect their competitive position or the substance of their offer. Such request may only be made in writing by the Bid Evaluation Committee using any means as appropriate.

**C.3.11 Evaluation of tender offers**

C.3.11.2 Where the scoring of functionality forms part of a bid process, each member of the Bid Evaluation Committee must individually score functionality. The individual scores must then be interrogated and calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score.

C.3.11.3 The tender will be evaluated in terms of the requirements of the Preferential Procurement Regulations of 2022 as follows:

C.3.11.3.1 The preference point system applicable to this tender is the 80/20 preference point system.

C.3.11.3.2 Price, preference and functionality will be scored, as relevant, to two decimal places.

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C.3.11.3.3 Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Points will be awarded to tenderers who are eligible for preferences in terms of the **PREFERENCE POINTS CLAIM FORM** (where preferences are granted in respect of Specific Goals as indicated) which is included in T2.2 Returnable Schedules.

The terms and conditions of the **PREFERENCE POINTS CLAIM FORM** shall apply in all respects to the tender evaluation process and any subsequent contract.

#### C.3.11.4 Risk Analysis

Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following objective criteria:

- a) reasonableness of the financial offer
- b) reasonableness of unit rates and prices
- c) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the Employer reserves the right to consider a tenderer's existing contracts in this regard
- d) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents.

The conclusions drawn from this risk analysis will be used by the Employer in determining the acceptability of the tender offer in terms of C.3.13).

#### C.3.13 Acceptance of tender offer

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

- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement,

If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s).

C.3.13.1 The Employer reserves the right not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the Municipality as a result of (inter alia):

- a) reports of poor governance and/or unethical behaviour;
- b) association with known family of notorious individuals;
- c) poor performance issues, known to the Municipality;
- d) negative social media reports; and
- e) adverse assurance (e.g. due diligence) report outcomes.

C.3.13.2 The Employer shall notify the successful tenderer in writing of the decision of the Employer's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice.

C.3.13.4 The Employer shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

#### C.3.17 Provide copies of the contract

The number of paper copies of the signed contract to be provided by the Employer is one.

#### C.3.19 Negotiations with preferred tenderers

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;

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- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

If negotiations fail to result in acceptable contract terms, the Municipal Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the Employer.

Minutes of any such negotiations shall be kept for record purposes.

The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.

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**Annex C**  
(normative)  
**Standard Conditions of Tender**

**C.1 General**

**C.1.1 Actions**

**C.1.1.1** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

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

*Note:*

- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

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

**C.1.2 Tender Documents**

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

**C.1.3 Interpretation**

**C.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.

**C.1.3.2** These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

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

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her [duties impartially](#);
  - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that

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employee.

- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

#### C.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 readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

#### C.1.5 Cancellation and Re-Invitation of Tenders

**C.1.5.1** An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

**C.1.5.2** The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

**C.1.5.3** An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

#### C.1.6 Procurement procedures

##### C.1.6.1 General

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

##### C.1.6.2 Competitive negotiation procedure

**C.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**C.1.6.2.2** All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-

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tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

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

#### **C.1.6.3.1 Option 1**

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

#### **C.1.6.3.2 Option 2**

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

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

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

### **C.2.1 Eligibility**

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

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

### **C.2.2 Cost of tendering**

**C.2.2.1** Accept that, unless otherwise stated in the tender data, 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 complies with requirements.

**C.2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

### **C.2.3 Check documents**

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

### **C.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.



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#### **C.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.

#### **C.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.

#### **C.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.

#### **C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

#### **C.2.9 Insurance**

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

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

**C.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 fourteen (14) days before the closing time stated in the tender data.

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

**C.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.

**C.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.

#### **C.2.11 Alterations to documents**

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

#### **C.2.12 Alternative tender offers**

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

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

**C.2.12.3** An alternative tender offer must only be considered if the main tender offer is the winning tender.

#### **C.2.13 Submitting a tender offer**

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

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the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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

**C.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.

**C.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.

**C.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.

**C.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.

**C.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.

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

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

#### **C.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.

#### **C.2.15 Closing time**

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

**C.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.

#### **C.2.16 Tender offer validity**

**C.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.

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

**C.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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**C.2.16.4** Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as “SUBSTITUTE”.

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

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

**Note:** *Sub-clause C.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.*

#### **C.2.18 Provide other material**

**C.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.

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

#### **C.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.

#### **C.2.20 Submit securities, bonds and policies**

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.

#### **C.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.

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

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

#### **C.2.23 Certificates**

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

### **C.3 The employer’s undertakings**

#### **C.3.1 Respond to requests from the tenderer**

**C.3.1.1** Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

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

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

#### **C.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

#### **C.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.

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

**C.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.

**C.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its specific goals as indicated and time for completion for the main tender offer only.

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

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

**C.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.

**C.3.5.2** Evaluate functionality 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 functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on specific goals as indicated. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

#### **C.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.

#### **C.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.

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#### **C.3.8 Test for responsiveness**

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

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

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

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

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

#### **C.3.9 Arithmetical errors, omissions and discrepancies**

**C.3.9.1** Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

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

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

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

#### **C.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.

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

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The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

<b>The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:</b>	
<b>Requirement</b>	<b>Qualitative interpretation of goal</b>
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

#### **The activities associated with evaluating tender offers are as follows:**

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

#### **C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

#### **C.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.

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

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

#### **C.3.14 Prepare contract documents**

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

**C.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

#### **C.3.15 Complete adjudicator's contract**

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

#### **C.3.16 Registration of the award**

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

#### **C.3.17 Provide copies of the contracts**

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

#### **C.3.18 Provide written reasons for actions taken**

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

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**Annex G**  
(normative)

**Alpha-numerics associated with the Contractor Grading Designations**

In terms of Government Gazette 42561, dated 5 July 2019, the tender value range as set out in Table 8 in cidb Regulation 17 has been amended. Table G1 below reflects the amended values that come into effect on 07 October 2019

**Table G1: Contractor grading designations and associated parameters applicable after 7 October 2019**

<b>Contractor Grading Designation</b>	<b>Tender Value Range designation</b>	<b>Maximum value of contract that a contractor is considered capable of performing (R)</b>
1 (class of construction works)	1	500 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No Limit



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**Table G2: Classes of construction work**

<b>Description</b>	<b>Designation</b>	<b>Definition</b>	<b>Work types</b>	<b>Examples</b>
<b>Civil engineering works</b>	<b>CE</b>	Construction works that are primarily concerned with materials such as steel, concrete, earth and rock and their application in the development, extension, installation, maintenance, removal, renovation, alteration, or dismantling of building and engineering infrastructure	Water, sewerage, roads, railways, harbours and transport, urban development and municipal services	Structures such as a cooling tower, bridge, culvert, dam, grand stand, road, railway, reservoir, runway, swimming pool, silo or tunnel The results of operations such as dredging, earthworks and geotechnical processes. Township services, water treatment and supply, sewerage works, sanitation, soil conservation works, irrigation works, storm-water and drainage works, coastal works, ports, harbours, airports and pipelines.
<b>Electrical engineering works (Infrastructure)</b>	<b>EP</b>	Construction works that are primarily concerned with development, extension, installation, removal, renovation, alteration or dismantling of engineering infrastructure: a) relating to the generation, transmission and distribution of electricity;	Electrical power generation, transmission, control and distribution equipment and systems.	Power generation Street and area lighting Substations and protection systems Township Reticulations Transmission Lines Supervisory control and data acquisition systems
<b>Electrical engineering works (buildings)</b>	<b>EB</b>	Construction works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or on any premises used for the transmission of electricity from a point of control to a point of consumption, including any article forming part of such an installation	All electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction	Electrical installations in buildings Electrical reticulations within a plot of land (erf) or building site Standby plant and uninterrupted power supply Verification and certification of electrical installations on premises
<b>General building works</b>	<b>GB</b>	Construction works that: a) are primarily concerned with the development, extension, installation, renewal, renovation, alteration, or dismantling of a permanent shelter for its occupants or contents; or b) cannot be categorized in terms of the definitions provided for civil engineering works, electrical engineering works,	Buildings and ancillary works other than those categorised as being: a) civil engineering works; b) electrical engineering works; c) mechanical engineering works; or d) specialist works.	Buildings for domestic, industrial, institutional or commercial occupancies Car ports Fences other than classified as SS Stores Walls

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<b>Description</b>	<b>Designation</b>	<b>Definition</b>	<b>Work types</b>	<b>Examples</b>
<b>Mechanical engineering works</b>	<b>ME</b>	Construction works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of engineering infrastructure for gas transmission and distribution, solid waste disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and, materials handling	Machine systems including those relating to the environment of building interiors. a) gas transmission and distribution systems b) pipelines c) solid waste disposal d) materials handling, lifting machinery, heating, ventilation and cooling, pumps, e) continuous process systems f) chemical works, metallurgical works, manufacturing, food processing machinery and apparatus, oil and gas wells, smelters, cyanide plants, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances or other chemical processes.	Air-conditioning and mechanical ventilation Boiler installations and steam distribution Central heating Centralised hot water generation Cranes and hoists Dust and sawdust extraction Compressed air, gas and vacuum installations Conveyor and materials handling installations Continuous process systems involving chemical works, metallurgical works, oil and gas wells, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances and other chemical processes Kitchen equipment Laundry equipment Lift installations and escalators Refrigeration and cold rooms Waste handling systems (including compactors)
<b>Specialist works</b>	<b>SB</b>	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution	The extension, installation, repair, maintenance or renewal, or removal, of asphalt	
	<b>SC</b>		The development, extension, installation, removal, and dismantling, as relevant, associated with building excavations, shaft sinking and lateral earth support	
	<b>SD</b>		The development, extension, installation, repair, renewal, removal, or alteration of corrosion protection systems (cathodic, anodic and electrolytic)	
	<b>SE</b>		Demolition of buildings and engineering infrastructure and blasting	
	<b>SF</b>		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation)	
	<b>SG</b>		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of glazing, curtain walls and shop fronts	
	<b>SH</b>		The development, extension, installation, maintenance, renewal, removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works	
	<b>SI</b>		The development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration or, dismantling of lifts, escalators, travellers and hoisting machinery	
	<b>SJ</b>		The development, installation, removal, or dismantling, as relevant, of piles and other specialized foundations for buildings and structures	

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Description	Designation	Definition	Work types	Examples
	SK	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution	The installation, renewal, removal, alteration or dismantling, as relevant, road markings and signage	
	SL		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding	
	SM		Timber buildings and structures	
	SN		The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems.	
	SO		The development, extension, installation, renewal, removal, alteration or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services, plumbing)	
	SQ		The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing	

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<b>TENDER</b> <b>PART T2: RETURNABLE DOCUMENTS</b>
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<b>T2.1</b>	<b>List of Returnable Documents</b>	<b>34</b>
<b>T2.2</b>	<b>Returnable Schedules</b>	

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**T2.1 List of Returnable Documents**

The tenderer must complete the following Returnable Documents in non-erasable **black ink**:

**1. Returnable Schedules that will be incorporated into the Contract**

1:	COMPULSORY ENTERPRISE QUESTIONNAIRE	36
2:	CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	.38 – 39
3:	CERTIFICATE OF AUTHORITY FOR JOINT VENTURES	40
4:	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)	41
5:	DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4)	41
6:	PREFERENCE POINTS CLAIM FORM (where preferences are granted in respect of B-BBEE contribution)	57 –
7:	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION AND BANK RATING LETTER	YES
8:	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	
9:	SCHEDULE OF PRE-QUALIFICATION CRITERIA FOR SUB-CONTRACTORS	N/A
10:	MUNICIPAL ACCOUNTS' STATUS	42
11:	DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION	43
12:	SCHEDULE OF WORK EXPERIENCE OF TENDERER	45
13:	SCHEDULE OF EQUIPMENT INSTALLATIONS AND SERVICE HISTORY	N/A
14:	DETAILS OF QUALIFICATIONS AND EXPERIENCE OF STAFF	46
15:	SCHEDULE OF CONSTRUCTION EQUIPMENT	47 – 48
16:	DETAILS OF TENDERER'S WORKSHOP FACILITIES	N/A
17:	CONFIRMATION OF CONTRACTOR REGISTRATION / ACCREDITATION	
18:	PRELIMINARY PROGRAMME	49
19:	PROPOSED WORK PLAN	
20:	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE	50
21:	SCHEDULE OF SUBCONTRACTORS	51
22:	HEALTH AND SAFETY PLAN	52
23:	PRICE BASIS FOR IMPORTED RESOURCES	N/A
24:	PROPOSED DEVIATIONS AND QUALIFICATIONS BY TENDERER	53
25:	RECORD OF ADDENDA TO TENDER DOCUMENTS	56
26:	INFORMATION TO BE PROVIDED WITH THE TENDER	



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**SCHEDULE 1: 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.	
<b>Section 1a: Name of enterprise:</b>	
<b>Section 1b: Trading as</b> (if different from above)	
<b>Section 1c: Type of Entity</b> (please select an option)	Individual / Sole Proprietor
	Closed Corporation
	Company
	Partnership / Joint Venture
	Trust
	Other:
<b>Section 1d: Postal address</b>	
<b>Section 1e: Physical address</b> (Chosen as domicillium citandi et executandi)	
<b>Section 1f: Details of authorised representative of tenderer</b>	Title: Full Name:
	Tel no: Fax no:
	Cellular no:
	Email address:
<b>Section 2: VAT registration number, if any:</b>	
<b>Section 2a: National Treasury Central Supplier Database registration no.:</b>	
<b>Section 2b: SARS Tax Compliance Status PIN :</b>	
<b>Section 2c: Senqu Municipality Supplier Database registration no. :</b>	
<b>Section 3: CIDB registration no (if applicable):</b>	
<b>Section 4: Particulars of sole proprietors and partners in partnerships</b>	
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners	
<b>Section 5: Particulars of companies and close corporations</b>	
Company registration number	
Close corporation number	
Tax reference number	

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<b>Section 6: Foreign Bidding Suppliers</b>	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, answer the Questionnaire to Bidding Foreign
<b>Questionnaire to Bidding Foreign Suppliers</b>	
a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c) Does the tenderer have a permanent establishment in the Republic of South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
d) Does the tenderer have any source of income in the Republic of South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
e) Is the tenderer liable in the Republic of South Africa for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise: authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;</p> <p>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 or Database of Restricted Suppliers;</p> <p>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;</p> <p>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</p> <p>i) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.</p>	

Signed

Date

Name

Position

Enterprise  
name



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**SCHEDULE 2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting this tender for in response to the invitation for the tender made by the Municipality, do hereby make the following statements that I certify to be true and complete in every respect:

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

(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be declared as non-responsive if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit this tender on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word “competitor” shall include any individual or organization, other than the tenderer whether or not affiliated with the tenderer, who:
  - (a) has been requested to submit a tender in response to this invitation to tender;
  - (b) could potentially submit a tender in response to this invitation to tender, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer;
6. The tenderer has arrived at this tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>1</sup> will not be construed as collusive tendering;
7. In particular, without limiting the generality of paragraph 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 tender;
  - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
  - (f) tendering with the intention not to win the tender;

<sup>1</sup>Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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- 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 invitation to tender relates;
- 9. The terms of this tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract;
- 10. I am aware that , in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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

.....  
Name

.....  
Position

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**SCHEDULE 3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES / PARTNERSHIPS / CONSORTIA**

**This schedule is to be completed if the tender is submitted by a partnership/joint venture/ consortium.**

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms \_\_\_\_\_, of the authorised entity \_\_\_\_\_, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium’s behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
  - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
  - 2.2 agree that the SM shall make all payments in terms of this Contract into the following bank account of the Lead Partner:  
 Account Holder: \_\_\_\_\_  
 Financial Institution: \_\_\_\_\_  
 Branch Code: \_\_\_\_\_  
 Account No.: \_\_\_\_\_
  - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the SM shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the SM is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the SM of the details of the new bank account into which it is required to make payment.
  - 2.4 agree that they shall be jointly and severally liable to the SM for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the SM as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excision and division.

SIGNED BY THE PARTNERS OF THE PARTNERSHIP/ JOINT VENTURE/ CONSORTIUM			
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY	Percentage contribution
Lead partner		Signature..... Name..... Designation.....	%
		Signature..... Name..... Designation.....	%
		Signature..... Name..... Designation.....	%
		Signature..... Name..... Designation.....	%

**Note:** A copy of the Joint Venture Agreement, showing clearly the **percentage contribution of each partner** to the joint venture, shall be appended to this schedule.

If the above schedule is does not provide sufficient space to capture all the joint venture details, please append all details to this schedule. A copy of the Joint Venture Agreement, clearly showing the **percentage contribution of each partner** to the joint venture, shall be appended to this schedule.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Tenderer/Contractor

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#### **SCHEDULE 4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)**

Where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act, 56 of 2003, and attach it to this schedule.

- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:**
- a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent conduct in relation to such system;
  - b) been convicted for fraud or corruption during the past five years;
  - c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
2.1	Is the Tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as a company or person prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). <b>The Database of Restricted Suppliers now resides on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.1.1	If so, furnish particulars:		
2.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.3.1	If so, furnish particulars:		
2.4	Does the Tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the Tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.5.1	If so, furnish particulars:		

I, \_\_\_\_\_, the undersigned,  
(full name in block letters)

certify that the information furnished on this declaration form is true and correct, and accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Tenderer/Contractor

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**SCHEDULE 5: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4 amended)**

1. No bid will be accepted from:
  - 1.1 persons in the service of the state<sup>1</sup>, or
  - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
  
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 tenderer 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 tenderer or his or her representative:.....
  - 3.2 Identity Number: .....
  - 3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....
  - 3.4 Company or Close Corporation 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. ....  
.....
  - 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 supplier and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

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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:

.....  
 .....

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the Municipality in the past twelve months? **YES / NO**

3.15.1 If yes, furnish particulars .....

3.16 Do you have any employee/s who was/were in the service of the Municipality at a level of ???? or higher at the time they left the employ of the Municipality, and who was involved in any of the Municipality's bid committees for this bid? **YES / NO**

3.16.1 If yes, furnish particulars .....

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

Full Name	Identity Number	State Employee Number

If the above table does not sufficient to provide the details of all directors / trustees / shareholders, please append full details to the tender submission.

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The tenderer hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being declared non-responsive, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (PRINT)

(For and on behalf of the tenderer, duly authorised)

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

***(a) a member of –***

- (i) any municipal council;***
- (ii) any provincial legislature; or***
- (iii) the national Assembly or the national Council of provinces;***

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

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

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

***(e) an executive member of the accounting authority of any national or provincial public entity; or***

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

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



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#### SCHEDULE 6: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022(MBD 6.1 amended)

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS AS INDICATED**

#### 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

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

1.3

1.4 Points for this bid shall be awarded for:

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

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

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Points for historically disadvantaged persons by unfair discrimination based on race, gender or disability</b>	10
<b>Points for Locality (Contractors domiciled in the Senqu Local Municipality)</b>	10
<b>Points for Locality (Contractors domiciled in the Joe Gqabi District Municipality)</b>	5
<b>Points for Locality (Contractors domiciled in the Eastern Cape Province)</b>	2
<b>Points for Locality (Contractors domiciled outside the Eastern Cape Province)</b>	0
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.6 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that for historically disadvantaged persons by unfair discrimination based on race, gender or disability are not claimed.

1.7 Documents Considered for claiming points based on locality

1.8

1.9 The Following Documents needs to be submitted with the bid to ensure that Where the tenderer is the owner of the property of the business: (1) Municipal account registered in the name of the tenderer; • Where the tenderer is not the owner of the property of the business: (1) A valid lease agreement; or (2) Affidavit from the property owner that the address used to claim points in the MBD 6.1 is being rented out to the tenderer at no cost. (3) Where the tenderer is the owner of the property of the business that is not yet formalised: 1) Proof of Address by Local Ward Councillor confirming that the owner is indeed operating a business from the premises

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

#### 2. DEFINITIONS

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

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

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**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**4. POINTS AWARDED FOR PRICE**

**4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

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

Where

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

$P_t$  = Price of bid under consideration

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

**4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT**

**4.3 POINTS AWARDED FOR PRICE**

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

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

Where

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

$P_t$  = Price of bid under consideration

$P_{max}$  = Price of highest acceptable bid

**5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

5.1 In terms of the Municipalities specific goals as indicated , municipal specific goals for preference points which must be awarded to a bidder for Points for historically disadvantaged persons by unfair discrimination based on race, gender or disability in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
Points for HDI status (100% Black owned)	6	3
Points for 50% and greater Women's Equity	3	1,5
Points for person with Disability	3	1,5
Points for 50% and greater owned Youth firm	2	1
Points for Locality (Contractors domiciled in the Eastern Cape Province)	2	1

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Points for Locality (Contractors domiciled in the Joe Gqabi District Municipality)	2	1
Points for Locality (Contractors domiciled in the Senqu Local Municipality)	2	1
Total Points	20	10

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**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

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

**8. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

8.1.1 If yes, indicate:

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

*(Tick applicable box)*

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms the specific goal codes as listed in schedule 6 of this document, bullet point 1.4

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

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

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- 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]

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**9.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....  
**Registered Account Number:** .....  
**Stand Number:**.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>
--

**Bid No 06 / 2022 – 2023 T**  
**Construction of the Sterkspruit Driving License Testing Centre**

**SCHEDULE 7: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION & BANK RATING LETTER**

If the value of the transaction is expected to exceed R10 million (VAT included) the tenderer shall complete the following questionnaire, attach the necessary documents and sign this schedule:

1. Are you by law required to prepare annual financial statements for auditing? (Please mark with X)

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

1.1 If YES, submit audited annual financial statements:

- (i) for the past three years, or
- (ii) since the date of establishment of the tenderer (if established during the past three years)

By attaching such audited financial statements to **List of other documents attached by tenderer** schedule.

2. Do you have any outstanding undisputed commitments for municipal services towards the SM or other municipality in respect of which payment is overdue for more than 30 (thirty) days? (Please mark with X)

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

2.1 If NO, this serves to certify that the tenderer has no undisputed commitments for municipal services towards any municipality for more than three (3) (three) months in respect of which payment is overdue for more than 30 (thirty) days.

2.2 If YES, provide particulars:

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3. Has any contract been awarded to you by an organ of state during the past five (5) years? (Please mark with X)

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

**Bid No 06 / 2022 – 2023 T**

**Construction of the Sterkspruit Driving License Testing Centre**

3.1 If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of other documents attached by tenderer** schedule in the same format as the table below:

Organ of State	Contract Description	Contract Period	Non-compliance/dispute (if any)

4. Will any portion of the goods or services be sourced from outside the Republic, and if so, what portion and whether any portion of payment from the SM is expected to be transferred out of the Republic? (Please mark with X)

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

4.1 If YES, furnish particulars below


The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

\_\_\_\_\_  
 Signature  
 Print name:  
 On behalf of the tenderer (duly authorised)

\_\_\_\_\_  
 Date



**Bid No 06 / 2022 – 2023 T**

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**SCHEDULE 8: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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**SCHEDULE 9: SCHEDULE OF PRE-QUALIFICATION CRITERIA SUB-CONTRACTORS: N/A**

The tenderer shall provide information for the evaluation of their compliance with any sub-contracting pre-qualification criteria set in the tender conditions.

Sub-contractor Name	Nature of sub-contracting	Is the sub-contractor a subsidiary of the main contractor? Y / N	QSE, EME or Co-operative	Black ownership % of QSE, EME or Co-operative	Designated group (youth, women, disabled, rural or township, military veteran)	Value of sub-contracting (including VAT)
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
						R
<b>Total value of sub-contracting (B)</b>						<b>R</b>

A	Price of tender under consideration (Pt) including VAT	R
B	Total value of sub-contracting including VAT	R
	<b>Total sub-contracting percentage – (B/A)*100</b>	<b>18%</b>
	<b>MINIMUM SUB-CONTRACTING TARGET AS CONTAINED IN CLAUSE C.2.1.4.6</b>	<b>18%</b>

Tenderers must submit proof of all subcontracting arrangements identified on this schedule as an attachment hereto.

**SIGNED ON BEHALF OF TENDERER:** .....

**Bid No 06 / 2022 – 2023 T**  
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**SCHEDULE 10: MUNICIPAL ACCOUNTS' STATUS**

**To: THE MUNICIPAL MANAGER, SENQU MUNICIPALITY**

**From:** \_\_\_\_\_  
 (Name of tenderer)

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the Senqu Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) hereby agrees to provide evidence in the form of current municipal accounts that will enable the SM to evaluate the municipal accounts statuses of the entity and its directors / members / partners.
- c) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being declared non-responsive, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of abuse of the Supply Chain Management Policy.

Physical <b>Business</b> address of the Tenderer	Municipal Account number(s)

If there is not enough space for all the names, please attach the additional details to the Tender Document

Name of Director / Member / Partner	Identity Number	Physical <b>residential</b> address of Director / Member / Partner	Municipal Account number(s)

\_\_\_\_\_  
 Signature  
 Print name:  
 On behalf of the tenderer (duly authorised)

\_\_\_\_\_  
 Date

**Bid No 06 / 2022 – 2023 T**  
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**SCHEDULE 11: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION**

Tenderers must be registered with the relevant Bargaining Council as contained in the tender conditions and must append to this schedule a certificate of compliance / letter of good standing in terms of the relevant Government Gazette that indicates compliance / validity at the time of tender award.

Each party to a Consortium/Joint Venture shall append separate certificates in the above regard.

**Declaration in respect of labour legislation**

The tenderer, by signing this schedule, declares that it will comply with all labour legislation, as may be applicable.

**SIGNED ON BEHALF OF TENDERER:** .....

**Bid No 06 / 2022 – 2023 T**  
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**SCHEDULE 12: CONFIRMATION OF CONTRACTOR REGISTRATION / ACCREDITATION**

**OHSAS 18001**

Where an Occupational Health and Safety (OHS) Management System has been approved in terms of OHSAS 18001, state registration certificate number and standard.

Certificate No: .....

**NRS 040-3:2002**

Where a person has been authorised, in writing, to be responsible for ensuring that the work on or near medium and high voltage equipment and installations can be carried out with safety.

	<b>Name of Responsible Person</b>	<b>Certificate Number</b>	<b>Certificate Date</b>	<b>Copy of Certificate (Y/N)</b>
1				
2				
3				
4				
5				

**SIGNED ON BEHALF OF TENDERER:** .....

# Bid No 06 / 2022 – 2023 T

## Construction of the Sterkspruit Driving License Testing Centre

### SCHEDULE 13: SCHEDULE OF SUB-CONTRACTORS

We notify you that it is our intention to employ the following sub-contractors for work (excluding work covered by provisional sums and contingencies) in this contract.

Acceptance of this tender shall not be construed as approval of all or any of the listed sub-contractors. Should any of the sub-contractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate the contract, and the tendered unit rates for the various items making up the work activities shall remain final and binding.

<b>SUB-CONTRACTORS</b>			
Sub-contractor's name	Work activities to be undertaken by the Sub-contractor	Estimated value of work (Rand)	Estimate percentage of total value
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
		R	%
<b>TOTALS</b>		R	%

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:** .....

**Bid No 06 / 2022 – 2023 T**  
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**Construction of the Sterkspruit Driving License Testing Centre**

**SCHEDULE 14: PRICE BASIS FOR IMPORTED RESOURCES: N/A**

VALUE OF IMPORTED RESOURCES TO BE ADJUSTED									
Schedules of Quantities Item No.	Description of Resources	Value in Foreign Currency	Rate of Exchange as at BASE DATE	Value in Rand (A) x (B)	Customs Surcharge		Customs Duty*		Total in Rand of (C) + (D) + (E) included in Schedules of Quantities Item (F)
					%	Rand	%	Rand	
		(A)	(B)	(C)		(D)		(E)	(F)

\* State Customs Duty Tariff Reference for each item

**Note:** Note that any Resources not inserted in this schedule shall be deemed to be manufactured / supplied in South Africa for the purposes of Contract Price Adjustment. The BASE DATE referred to in column (B) will be 7 calendar days before tender closing.

**SIGNED ON BEHALF OF TENDERER:** .....



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**SCHEDULE 15: SCHEDULE OF WORK EXPERIENCE OF TENDERER**

The tenderer shall insert in the spaces provided below a list of similar completed contracts awarded to it and those currently being undertaken.

EMPLOYER (NAME, TEL No. AND EMAIL ADDRESS)	PRINCIPAL AGENT (NAME, TEL No. AND EMAIL ADDRESS)	PROJECT NAME & NATURE OF WORK	VALUE OF WORK R(m)	START & COMPLETION DATE
<b>COMPLETED CONTRACTS</b>				
<b>CURRENT CONTRACTS</b>				

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL).

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**Construction of the Sterkspruit Driving License Testing Centre**

**SIGNED ON BEHALF OF TENDERER: .....**

**Bid No 06 / 2022 – 2023 T**  
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**SCHEDULE 16: SCHEDULE OF EQUIPMENT INSTALLATIONS AND SERVICE HISTORY: N/A**

The tenderer shall insert in the spaces provided below a list of similar completed contracts and those currently being undertaken where the equipment offered has been supplied. Attach additional pages if more space is required.

**MANUFACTURER**

EMPLOYER (NAME, TEL No. AND EMAIL ADDRESS)	PRINCIPAL AGENT (NAME, TEL No. AND EMAIL ADDRESS)	PROJECT NAME & NATURE OF WORK	VALUE OF WORK R(m)	START & COMPLETION DATE
<b>COMPLETED CONTRACTS</b>				
<b>CURRENT CONTRACTS</b>				

**SIGNED ON BEHALF OF TENDERER:** .....

**Bid No 06 / 2022 – 2023 T**

**Construction of the Sterkspruit Driving License Testing Centre**

**SCHEDULE 17: DETAILS OF QUALIFICATIONS AND STAFF EXPERIENCE OF STAFF**

Tenderers shall set out in the Schedule hereunder details of the listed staff's experience in work of a similar nature to that for which their Tender is submitted.

<b>SITE AGENT / CONSTRUCTION MANAGER</b>	<b>NAME: .....NQF LEVEL.....</b>			
<b>CONTRACT &amp; CLIENT</b>	<b>NATURE OF WORK</b>	<b>POSITION HELD</b>	<b>VALUE OF WORK</b>	<b>YEAR COMPLETED</b>

<b>GENERAL FOREMAN/ CONSTRUCTION SUPERVISOR</b>	<b>NAME: .....NQF LEVEL.....</b>			
<b>CONTRACT &amp; CLIENT</b>	<b>NATURE OF WORK</b>	<b>POSITION HELD</b>	<b>VALUE OF WORK</b>	<b>YEAR COMPLETED</b>

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL).

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

**Bid No 06 / 2022 – 2023 T**  
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**SCHEDULE 18: SCHEDULE OF CONSTRUCTION EQUIPMENT**

The tenderer shall state below what construction equipment will be available for this Contract. The tenderer shall differentiate, if applicable, between construction equipment immediately available and construction equipment which will become available by virtue of outstanding orders, and indicate what further construction equipment will be acquired or hired for the work should he be awarded the Contract.

**CONSTRUCTION EQUIPMENT IMMEDIATELY AVAILABLE**

DESCRIPTION, SIZE, CAPACITY	NUMBER

**Bid No 06 / 2022 – 2023 T**  
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**CONSTRUCTION EQUIPMENT ON ORDER**

(State details of arrangements made, with delivery dates)

DESCRIPTION, SIZE, CAPACITY	NUMBER

**CONSTRUCTION EQUIPMENT THAT WILL BE ACQUIRED OR HIRED**

(State details of delivery arrangements)

DESCRIPTION, SIZE, CAPACITY	NUMBER

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:** .....

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**SCHEDULE 19: DETAILS OF TENDERER’S WORKSHOP FACILITIES: N/A**

The tenderer shall state below what technical support centres and repair facilities for the tenderer and/or manufacturer will be available for this Contract and for post contract support.

Technical Support Centre: .....

.....

.....

Repair facilities: .....

.....

.....

Address .....

.....

.....

.....

Number of Artisans Normally  
Employed by Firm .....

.....

Number of Technically Qualified  
Persons Employed .....

Spares held in stock:

.....

.....

.....

.....

.....

.....

.....

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:** .....

**Bid No 06 / 2022 – 2023 T**  
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**SCHEDULE 20: PRELIMINARY PROGRAMME**

The tenderer shall attach a preliminary programme, to this schedule.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also take into account the additional requirements stated in the Project Specifications when drawing up the programme.

**Details of the preliminary programme shall be appended to this Schedule.**

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:** .....



**Bid No 06 / 2022 – 2023 T**  
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**SCHEDULE 21: PROPOSED WORK PLAN**

The tenderer shall append their proposed work plan to this Schedule.

It should be noted that while a programme may form part of the required work plan, more than a programme is expected in response to this requirement. The work plan must indicate the approach and methodology that the tenderer intends following in order to reach the required outcomes. The work plan must show that the tenderer has appreciated the Scope of Work, and has good insight as to what actions or activities are required in order to comply with the Employer's objectives.

**SIGNED ON BEHALF OF TENDERER:** .....

**Bid No 06 / 2022 – 2023 T**  
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**SCHEDULE 22: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE**

The tenderer shall state his estimated expenditure indicating the value of work done and materials not yet built into the Permanent Works for each month of the Contract period which he estimates will arise based on his preliminary programme and tendered rates, as set out in the table below. The total of the monthly amounts shall be equal to the tender sum.

MONTH	VALUE
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
9	R
10	R
11	R
12	R
13	R
14	R
SUBTOTAL	R
CONTINGENCIES (10%)	R
SUBTOTAL	R
VAT (15%)	R
TOTAL	R (INCLUDING VAT @ 15%)

**SIGNED ON BEHALF OF TENDERER:** .....

**Bid No 06 / 2022 – 2023 T**  
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**SCHEDULE 23: HEALTH AND SAFETY PLAN**

Tenderers are referred to the requirements of Clause C.2.18.4 in Part T1.2 Tender Data and shall append the required draft Health and Safety Plan to this Schedule.

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:** .....

**Bid No 06 / 2022 – 2023 T**  
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**SCHEDULE 24: PROPOSED DEVIATIONS AND QUALIFICATIONS BY TENDERER**

The Tenderer should record any **proposed** deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule. Any proposed deviations or qualifications contained in a covering letter which is not referenced in this schedule will not be considered.

**The Tenderer's attention is drawn to clause C.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.**

If no deviations or qualifications are proposed, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:** .....

**Bid No 06 / 2022 – 2023 T**  
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**SCHEDULE 25: 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:

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

Attach additional pages if more space is required.

**SIGNED ON BEHALF OF TENDERER:** .....

**Bid No 06 / 2022 – 2023 T**  
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**SCHEDULE 26: INFORMATION TO BE PROVIDED WITH THE TENDER**

The following information shall be provided with the Tender:

a. The various technical details and data required by the Technical Data Sheets and information required in the Returnable Schedules (Section C3.11).

b. Drawings and Samples (Section C3.12)

Drawings and samples that may be required to be furnished by it and the drawings and samples shall be duly marked so as to connect them with the tender to the satisfaction of the Employer's Agents. Particulars of the drawings to be furnished with the tender are given in the Specification and the Schedules.

If the tender is accepted, the drawings shall be re-submitted for approval and after being approved will form part of the contract.

c. The Schedule of Type Tests completed (Section C3.13).

d. Maintenance manual of equipment offered.

e. Quality assurance plan.

**SIGNED ON BEHALF OF TENDERER:** .....

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<b>CONTRACT</b> <b>PART C1: AGREEMENT AND CONTRACT DATA</b>
--

<b>C1.1</b>	<b>Form of Offer and Acceptance</b>	
<b>C1.2</b>	<b>Contract Data (data provided by the Employer)</b>	
<b>C1.3</b>	<b>Occupational Health and Safety Agreement</b>	
<b>C1.4</b>	<b>Protection of the Environment Declaration</b>	<b>Not Applicable</b>
<b>C1.5</b>	<b>Insurance Broker's Warranty</b>	
<b>C1.6</b>	<b>Contract of Temporary Employment as Community Liaison Officer</b>	

**Bid No 06 / 2022 – 2023 T**  
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**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:

**CONTRACT NO. 06 / 2022 – 2023 T**

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.

Signature(s) .....

Name(s) .....

Capacity .....

**for the tenderer**

(Name of organization/tenderer) .....

(Address of organization/tenderer) .....

.....

Name and signature of witness .....

Date .....

<b>For official use.</b>		
<b>INITIALS OF MUNICIPAL OFFICIALS AT TENDER OPENING</b>		
1.	2.	3.



**Bid No 06 / 2022 – 2023 T**  
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**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 the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable 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 form of offer and acceptance. 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) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents 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 agreement, including the schedule of deviations (if any). The tenderer (now contractor) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.

Signature (s)		
Name(s)		
Capacity		
For the Employer		Date
Name and Address of the Employer		
Name and signature of witness		Date

**Bid No 06 / 2022 – 2023 T**  
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**Schedule of Deviations**

**Notes:**

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

1	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 returnable 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.

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.

**Bid No 06 / 2022 – 2023 T**  
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## **C1.2 Contract Data**

### **Part 1: Contract Data provided by the Employer**

#### **GENERAL CONDITIONS OF CONTRACT**

The following standardised General Conditions of Contract:

**The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 6.2 - May 2018. Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-315-4140), Master Builders Association (011-205-9000; 057-352-6269) South African Association of Consulting Engineers (011-463-2022) or South African Institute of Architects (051- 447-4909; 011-486-0684; 053-831-2003;)**

Copies of the Joint Building Contracts Committee, Edition 6.2 - May 2018 are available for inspection and scrutiny at the offices of the Employer.

The Joint Building Contracts Committee, Edition 6.2 - May 2018 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.

The Joint Building Contracts Committee, Edition 6.2 - May 2018 shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in Joint Building Contracts Committee, Edition 6.2 - May 2018 of Contract to which it mainly applies.

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) the Form of Offer and Acceptance,
- b) the Contract Specific Data within the Contract Data,
- c) JBCC Edition 6.2 ©May 2018
- d) the Drawings,
- e) the Scope of Work,
- f) the Pricing Data, and
- g) the conditions of tender, the tender data and tender schedules

If an ambiguity or discrepancy is found in the documents, the Employer's Agent shall issue any necessary clarification or instruction.

#### **CONTRACT SPECIFIC DATA**

The following contract specific data, referring to the Joint Building Contracts Committee, Edition 6.2 - May 2018, are applicable to this Contract:

##### **Clause 1.1.1.2:**

, also referred to as Bills of Quantities,

##### **Clause 1.1.1.13:**

The Defects Liability Period is **60** months.

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#### Clause 1.1.1.14:

The time for achieving Practical Completion is **14 months**, inclusive of the 14 day period referred to in Clause 5.3.2 below, and inclusive of non-working days referred to in Clause 5.8.1 below, but exclusive of special non-working days (Clause 5.8.1).

#### Clause 1.1.1.15:

The **Employer** is the Senqu Municipality, represented by the Director : Technical Services and/or such other person or persons duly authorised thereto by the Employer in writing.

#### Clause 1.1.1.16:

The **Employer's Agent**, referred to in the Contract documents, is the firm of SKCMasakhizwe Engineers (Pty) Ltd acting through a director, an associate or an official authorised thereto in writing.

#### Clause 1.1.1.26:

The Pricing Strategy is a Re-measurement Contract.

1.1.1.35      "**Drawings**" means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Employer's Agent or delivered to the Contractor by the Employer's Agent.

1.1.1.36      "**Letter of Notification**" means the letters of formal notification, signed by the Employer, of the decision of the Senqu Municipality delegated authority sent to all tenderers. The notification of the decision does not form part of the Employer's Acceptance of the successful tenderer's Offer and no rights shall accrue.

#### Clause 1.2.1.2:

The address of the Employer is:

Physical address:                      19 Murray Street  
  
   Lady Grey  
   9755

Postal address:                              Private Bag X003  
   Lady Grey  
   9755

E-mail address:                              nkopanen@senqu.gov.za

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### Clause 1.3:

- 1.3.7 The parties agree that this contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised
- 1.3.8 Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other rights and remedies available to it as described in the SCM Policy.

### Clause 3.2.2

If, in exercising any discretion, the result of such decision would be to utilise the contingency allowance, increase the contract value or granting of time for practical completion, the Employer's Agent must obtain approval from the Employer that such funding or time is available and granted by the Employer to be awarded prior to finalising such a decision.

### Clause 3.2.3:

The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract or Contract Data:

- a) Clause 3.3.1 Nomination of Employer's Agent's Representative
- b) Clause 3.3.4 Employer's Agent's authority to delegate
- c) Clause 5.8.1 Non-working times
- d) Clause 5.11.2 Suspension of the Works
- e) Clause 5.12.4 Acceleration instead of extension of time
- f) Clause 6 All actions in terms of the clause subject to 3.2.2 of Contract Data.
- g) Clause 10.1.5 All actions in terms of the clause subject to 3.2.2 of Contract Data.

### Clause 5.3.1:

The documentation required before commencement with Works execution is:

- a) Approved Health and Safety Plan (Refer to applicable clause in the Health and Safety Specification in Part C3.5 in the Scope Work)
- b) Initial programme (Refer to Clause 5.6)
- c) Security (Refer to Clause 6.2)
- d) Evidence of Insurance (Refer to Clause 8.6)
- e) Occupational Health and Safety Agreement (Part C1.5 in Agreements and Contract Data)
- f) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 4.3)
- g) Protection of the Environment Declaration (Part C1.6 in Agreements and Contract Data)

Such instruction shall, where applicable, also be subject to the issuing, by the Provincial Director of the Department of Labour, of a construction work permit to perform the intended construction work in terms of Clause 5.3.4 below.

### Clause 5.3.2:

The time to submit the documentation required before commencement with Works execution is within **14** days.

### Clause 5.3.3:

Notwithstanding the above, where a construction work permit from the Provincial Director of the Department of Labour is required, commencement of the Works shall not be deemed to take place until such construction work permit has been issued by the Provincial Director.

### Clause 5.3.4:

#### 5.3.4 Application for Construction Work Permit

Where the Employer is required to apply to the Provincial Director of the Department of Labour for a construction work permit to perform the intended construction work, the employer shall do so as soon as

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possible after its Bid Adjudication Committee has awarded the contract, and the period that the Department of labour requires to issue the permit will run concurrently with the appeal period.

Should the issuing of a construction work permit delay the Employer's Agent's instruction to commence executing the Works and this in turn causes a delay to Practical Completion, then the Contractor shall be entitled to make a claim in accordance with Clause 10.1. Should, however, the issuing of a construction work permit be delayed by the submission of a unacceptable draft Health and Safety Plan, in the opinion of either the Employer's Health and Safety Agent, or the Provincial Director of the Department of Labour, no claim for an extension of time will be entertained.

#### Clause 5.4.2:

Access to and possession of the Site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where ongoing use by the general public is required.

5.4.4 The Contractor shall bear all costs and charges for special and temporary rights of way required by it in connection with access to the Site.

#### Clause 5.6.2.3:

... permits,

#### Clause 5.8.1:

The non-working days are Sundays and public holidays

The special non-working days are:

- a) All gazetted public holidays.
- b) Year-end break(s) not exceeding 15 working days in duration.

#### Clause 5.12.2.2:

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12.

The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.

January	2 days
February	2 days
March	2 days
April	2 days
May	2 days
June	4 days
July	4 days
August	4 days
September	4 days
October	2 days
November	2 days
December	2 days

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced.

It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.

#### Clause 5.13.1:

The penalty for failing to complete the Works is **R 2 475** per day of contract value per day.

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... or, in the case of termination by the Employer in terms of Clause 9.2.1, the actual date of termination,

#### **Clause 5.16.3:**

The latent defects period is **5** years (60 months).

#### **Clause 6.2.1:**

The security to be provided by the Contractor shall be a performance guarantee of **10%** of the Contract Sum.

#### **Clause 6.2.3:**

The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion of the Works is issued.

#### **Clause 6.5.1.2.3:**

The percentage allowance to cover overhead charges is **5%**

#### **Clause 6.8.2:**

Where applicable, in terms of the foregoing, the value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values for "Roads and earthworks":

The value of "x" is 0,10.

The values of the coefficients for "Concrete works" are:

a = 0,25            b = 0,15            c = 0,55            d = 0,05

The values of the coefficients for "Roads and earthworks" are:

a = 0,21            b = 0,27            c = 0,42            d = 0,10

The base month is the sixth month after the tender closing date.

Furthermore, the Contract Price Adjustment Schedule shall be amended as follows:

"L" is the "Labour Index" and shall be the Consumer Price Index (CPI) for "All items (CPI Headline)", as published in the Statistical News Release, P0141: Table A – Consumer Price Index: Main Indices of Statistics South Africa.

"P" is the "Plant Index" and shall be the Construction Materials Price Index for "Plant and Equipment" as published in the Statistical News Release P0151.1, Table 4 – Mining and construction plant and equipment price index of Statistics South Africa..

"M" is the "Materials Index" and shall be the Construction Materials Price Index for selected materials, Materials for "Civil Engineering material – roads, general (**excluding bitumen**)", as published in the Statistical News Release P0151.1, Table 6 – Civil engineering material price indices of Statistics South Africa

"F" is the "Fuel Index" and shall be the Producer Price Index (PPI) for "Coal and Petroleum Products - Diesel", as published in the Statistical News Release P0142.1: Table 1 –PPI for final manufactured goods of Statistics South Africa.

The amount "Ac" shall be sub-divided into  $Ac_1$  and  $Ac_2$ , as appropriate, and each of these shall be multiplied by its Contract Price Adjustment Factor (CPAF), with the resultant amounts added together to produce the adjustment as envisaged in the CPA Schedule:

where

$Ac_1$  is the proportion of  $Ac$  applicable to "Concrete works", and  
 $Ac_2$  is the proportion of  $Ac$  applicable to "Roads and earthworks"

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and where

$$Ac_1 = T_1 - S_1 - D_1 - E_1 - G_1 - Ap_1, \text{ and}$$

$$Ac_2 = T_2 - S_2 - D_2 - E_2 - G_2 - Ap_2$$

in which formulae the values associated with the symbols  $T_1$  and  $T_2$ ...  $Ap_1$  and  $Ap_2$  shall be applicable to the proportions of  $T$  ...  $Ap$  in "Concrete works" and "Roads and earthworks", respectively.

Furthermore, the value of the General Items shall be proportional to the value of work done and materials on Site in  $T_1$  and  $T_2$  respectively.

### Clause 6.8.3: Variation in the cost of special materials

Price adjustment for variations in the cost of special materials is provided for in the Special Materials Schedule at the end of this Part 1: Contract Data provided by the Employer.

### Clause 4.2 of the Contract Price Adjustment Schedule

### Clause 6.8.4:

Notwithstanding the above, in the event that a public holiday is proclaimed after 28 days before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.

6.8.5. If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract data, such adjustment shall be based on the information contained on the schedule titled "**Price Basis for Imported Resources**" and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled "**Price Basis for Imported Resources**" (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by **Employer's** main banker, Standard Bank, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

6.8.5.1 Adjustment for variations in rates of exchange:

- (a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.
- (b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by **Employer's** main banker, Standard Bank, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.
- (c) If the rate of exchange inserted by the Tenderer differs from the Standard Bank rate referred to above, then the Standard Bank rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Schedules of Quantities for the relevant items.
- (d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Contractor may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.
- (e) The Contractor (or supplier or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the schedule titled "**Price Basis for Imported Resources**".
- (f) When the Contractor (or supplier or sub-contractor) so obtains forward cover, the Contractor shall immediately notify the Employer of the rate obtained and furnish the Employer with a copy of the foreign exchange contract note.



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- (g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) on the schedule titled “**Price Basis for Imported Resources**” shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below. Failure to provide such evidence shall result in no such recalculation shall be considered by the Employer.
- (h) The adjustments shall be calculated upon the value in foreign currency in the Contractor’s (or supplier’s or sub-contractor’s) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of the schedule titled “**Price Basis for Imported Resources**”, then the value in column (A) shall be used.

#### 6.8.5.2 Adjustment for variations in customs surcharge and customs duty

- (a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted on the schedule titled “**Price Basis for Imported Resources**” and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.
- (b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Contractor shall advise the Employer’s Agent of any changes which occur.

#### 6.8.5.3 Adjustment for variation in labour and material Costs

If the prices for imported Plant and Materials are not fixed, the Contractor shall in his Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. Evidence of the indices applicable shall be provided with each claim. The indices applicable 42 days before contractual dispatch date from the factory will be used for the purposes of Contract Price Adjustment.

Failure to specify a formula in the Tender shall mean that the prices are fixed or shall be deemed to be fixed.

#### Clause 6.10.1.5:

##### 6.10.1.5 The value of Plant and materials:

##### 6.10.1.5.1 up to a percentage limit of **80%** for the Plant and materials referred to in Clause 6.9.1.1 brought on to the Site but not yet built into the Permanent Works;

Provided that the Contractor has produced documentary evidence of ownership of such Plant and/or materials and has delivered to the Employer an indemnity, approved in writing by the Employer, against any claim to or in respect of such Plant and/or materials by reason of the Contractor’s sequestration or liquidation, or of any defect in the Contractor’s title to the Plant and/or materials;

##### 6.10.1.5.2 which have been manufactured and are stored at places other than the Site, in respect of which the Employer has indicated, on the Advance Payment Schedule, that advance payment will be permitted;

##### 6.10.1.5.3 for which a deposit with order is required from the Contractor by a manufacturer/supplier, only in respect of which the Employer has indicated, on the Advance Payment Schedule, that advance payment will be permitted;

The terms and conditions for advance payment are set out in Clause 6.10.10 and in the Advance Payment Schedule at the end of this Part 1: Contract Data provided by the Employer.

#### Clause 6.10.1.7:

Any other fines or penalties that become due under the Contract.

#### Clause 6.10.3:

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Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractor shall be subject to a retention by the Employer of an amount of **10%** of the monthly payment certificates up to a maximum of **5%** of the contract value. A guarantee in lieu of retention is not permitted.

#### **Clause 6.10.4:**

..., dated as at the date of delivery of the Contractor's statement to the Employer's Agent.

The Contractor may submit a fully motivated application regarding more frequent payment to the Employer's Agent to be submitted to the Employer for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.

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### **Clause 8.6.1.1.2:**

The value of Plant and materials supplied by the Employer to be included in the insurance sum is **(Nil)**.

### **Clause 8.6.1.1.3:**

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is **(Nil)**.

### **Clause 8.6.1.3:**

The limit of indemnity for liability insurance must equal the replacement value of the project – the number of claims to be unlimited during the construction and defects liability periods.

### **Clause 8.6.1.5:**

In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:

- a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- c) Motor Vehicle Liability Insurance comprising (as a minimum) “Balance of Third Party” Risks including Passenger Liability Indemnity.
- d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor’s Policies of Insurance.

### **Clause 8.6.5:**

“Terms thereof shall be subject to the approval of the Employer’s Agent, which approval shall not be unreasonably withheld.”

### **Clause 8.6.6:**

The Contractor shall provide evidence in the form stated in the contract data to the Employer’s Agent that the required insurances are effected and that all premiums thereunder have been paid.

### **Clause 9.1:**

#### **9.1.7 Death of Sole Proprietor/Member**

Upon the death of the Contractor who was a Sole Proprietor, or a sole member of a Close Corporation, the Contract will terminate forthwith. The Employer shall pay to the Contractor’s estate any money which it considers due under the Contract in terms of Clause 9.1.5, in full and final settlement thereof.

#### **9.1.8 Material Irregularity during procurement process**

The Employer may terminate the contract if a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the Employer follows the processes as described in its Supply Chain Management Policy.

#### **9.1.9 Reputational risk or harm to the Employer\**

The Employer may terminate the contract if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

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- 9.1.9.1 reports of poor governance and/or unethical behaviour;
- 9.1.9.2 association with notorious individuals or any of their known family;
- 9.1.9.3 poor performance issues, known to the Employer;
- 9.1.9.4 negative social media reports; or
- 9.1.9.5 adverse assurance (e.g. due diligence) report outcomes.

**9.2.4 Employer's Elections in case of Insolvency**

In addition to anything else contained in this contract, the Employer may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:

- 9.2.4.1 accept a contractor's proposal (via the trustee / liquidator) to render delivery utilising the appropriate contractual mechanisms; or
- 9.2.4.2 terminate the contract, as the liquidator proposed contractor is deemed unacceptable to the employer, at any time by giving written notice to the contractor (via the trustee / liquidator).

**Clause 10.5.3:**

The number of ad-hoc Adjudication Board Members to be appointed is 1(one).

**ADDITIONAL CONDITIONS OF CONTRACT**

**Clause 11 Details to be confidential**

The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employer's Agent.

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SPECIAL MATERIALS SCHEDULE: N/A		
<p>Each material dealt with as a special material in terms of Clause 4.1 of the Contract Price Adjustment Schedule of the General Conditions of Contract is stated in the list below. The provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials. The base prices for the special materials (current at the time of tender) shall be as stated in the schedule below, or where required, shall be furnished by the tenderer/contractor. Only those materials listed by the Employer below shall be considered as special materials.</p>		
Special Material	Unit	Base Price
	t	
	t	
	t	
	T	
	T	
	T	

**Conditions:**

- 1) When called upon to do so, the contractor shall substantiate the prices to be used to determine the adjustment in respect of the special materials listed above with acceptable documentary evidence.
- 2) In the case of bituminous products, the Employer has provided, in the schedule above, a base rate for bitumen upon which the tendered rates will be deemed to be based, and which will be used for determining the adjustment in the price of such bituminous products.
- 3) Where an adjustment for the variation in the price of bituminous products is claimed, the claim must be substantiated by a declaration from the manufacturer, confirming the source of bitumen used in such bituminous products at the time in question.
- 4) Where the source of bitumen (the refinery) is located in the Western Cape Province, or where bitumen sourced from abroad is landed at a port in the Western Cape, the cost of transporting such bitumen within the boundaries of the Western Cape shall be included in the rate for bituminous products. Extra-over rates to cover the cost of transporting bitumen from beyond the borders of the Western Cape have been measured separately in the Bill of Quantities.
- 5) Where imported bitumen used in bituminous products is landed at a port beyond the borders of the Western Cape, the importers must clearly state whether or not their price is inclusive of transport to the Western Cape, which will determine whether extra-over transport costs are applicable, or not. The price of the imported bitumen itself must be expressed as a landed price in ZAR.

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**C1.2 Contract Data**

**Data provided by the Contractor**

The name of the Contractor is .....

The address of the Contractor is

Physical : ..... Postal : .....  
 Address ..... Address .....  
 .....  
 .....  
 .....  
 .....

Telephone : ..... Fax: .....

email : .....

**CONTRACTOR’S ANNUAL HOLIDAY PERIODS DURING CONSTRUCTION PERIOD**

Year 1 contractor’s annual holiday period	Start date		End date
Year 1 contractor’s annual holiday period	Start date		End date
Year 1 contractor’s annual holiday period	Start date		End date

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### **C1.3 Occupational Health and Safety Agreement**

**AGREEMENT MADE AND ENTERED INTO BETWEEN THE SENQU MUNICIPALITY (HEREINAFTER CALLED THE “EMPLOYER”) AND**

..... ,  
(Contractor/Mandatar/Company/CC Name)

**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.**

I, ....., representing  
..... , as an employer  
in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number: .....

OR Compensation Insurer: ..... Policy No.: .....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the Occupational Health and Safety Specifications contained in this tender and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan submitted and approved in terms thereof.

Signed at ..... on the..... day of.....20....

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Mandatar**

Signed at ..... on the..... day of.....20....

\_\_\_\_\_  
Witness

\_\_\_\_\_  
for and on behalf of  
Senqu Municipality

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**C1.4 Protection of the Environment Declaration: NOT APPLICALE**

**PROTECTION OF THE ENVIRONMENT DECLARATION**

The Contractor will not be given right of access to the Site until this form has been signed

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**CONTRACT TITLE: Construction of The Sterkspruit Driving License Testing Centre**

I/ we,.....{Contractor} record as follows:

- 1. I/ we, the undersigned, do hereby declare that I/ we am/ are aware of the increasing requirement by society that construction activities shall be carried out with due regard to their impact on the environment.
- 2. In view of this requirement of society and a corresponding requirement by the Employer with regard to this Contract, I/ we will, in addition to complying with the letter of the terms of the Contract dealing with protection of the environment, also take into consideration the spirit of such requirements and will, in selecting appropriate employees, plant, materials and methods of construction, in-so-far as I/ we have the choice, include in the analysis not only the technical and economic (both financial and with regard to time) aspects but also the impact on the environment of the options. In this regard, I/ we recognise and accept the need to abide by the "precautionary principle" which aims to ensure the protection of the environment by the adoption of the most environmentally sensitive construction approach in the face of uncertainty with regard to the environmental implications of construction.
- 3. I/ we declare that I/ we have read and understood the contents of the Environmental Management Programme (which is comprised of the Environmental Management Specification and its Annexures) for this Contract, and that I/ we understand my/our responsibilities in terms of enforcing and implementing the Environmental Management Programme. I/ we also declare that I/ we have made appropriate provision in my/ our pricing of the Bills of Quantities items for the Environmental Management Programme.
- 4. I/ we acknowledge and accept the right of the Employer to deduct, should he so wish, from any amounts due to me/ us, such amounts (hereinafter referred to as fines) as the Employer's Agent shall certify as being warranted in view of my/ our failure to comply with the terms of the Contract dealing with protection of the environment, subject to the following:
  - 4.1 The Employer's Agent, in determining the amount of such fine, shall take into account, *inter alia*, the nature of the offence, the seriousness of its impact on the environment, the degree of prior compliance/non-compliance, the extent of the Contractor's overall compliance with environmental protection requirements and, in particular, the extent to which he considers it necessary to impose a sanction in order to eliminate/reduce future occurrences
  - 4.2 The Employer's Agent shall, with respect to any fine imposed, provide me/ us with a written statement giving details of the offence, the facts on which the Employer's Agent has based his assessment and the terms of the Contract (by reference to the specific clause) which has been contravened.

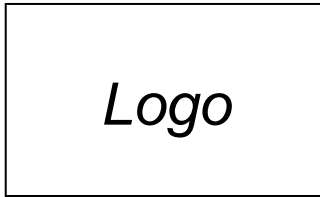
Signed ..... Date.....  
CONTRACTOR



**Bid No 06 / 2022 – 2023 T**  
**Construction of the Sterkspruit Driving License Testing Centre**

**C1.5 Insurance Broker' s Warranty**

Pro Forma



*Letterhead of Contractor's Insurance Broker*

Date \_\_\_\_\_

SENQU MUNICIPALITY  
Municipal Manager  
19 Murray Street  
Lady Grey  
9755

Dear Sir

**CONTRACT NO.:** 06/2022 – 2023T

**CONTRACT TITLE:** Construction of The Sterkspruit Driving License Testing Centre

**NAME OF CONTRACTOR:** \_\_\_\_\_

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the SENQU MUNICIPALITY with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

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

For: \_\_\_\_\_

**Bid No 06 / 2022 – 2023 T**  
**Construction of the Sterkspruit Driving License Testing Centre**

**C1.6 Contract of Temporary Employment as Community Liaison Officer**

Construction Contract No.: 06/2022 – 2023T

PROJECT Construction of The Sterkspruit Driving License Testing Centre

AGREEMENT made between the CONTRACTOR .....  
and the Community Liaison Officer....., hereafter referred to as the CLO, for the appointment and employment of a CLO for the duration of the work in respect of the above named construction contract.

**1. THE PARTIES HAVE AGREED THAT**

The CLO will be employed by the CONTRACTOR on a temporary basis for the duration of the work from the date of signing this agreement to the date of practical completion as defined in the Contract, subject to all the conditions set out below.

**2. THE DUTIES OF THE COMMUNITY LIAISON OFFICER SHALL BE:**

1. to keep the community informed on the progress of the project;
2. to keep the Contractor informed on relevant Community affairs and possible grievances;
3. to manage the recruitment of workers from the Sub-Council Job-Seekers Database;
4. to assist the Contractor's supervisory staff in the management of the workers.

**3. THE FOLLOWING CONDITIONS OF EMPLOYMENT SHALL APPLY:**

The Conditions of Temporary Employment as applicable on this Contract for the workers recruited from the Community shall apply equally to the CLO, except that the rate of remuneration shall not be less than minimum wage of basic condition act. These conditions that apply are listed below as they appear in the Contract of Temporary Employment:

- 3.1 If required to work on a statutory public holiday or Sunday the payment will be double the amount stated in the previous paragraph.
- 3.2 Maximum hours of work:
  - (i) 9¼ hours per day
  - (ii) 45 hours per week;
  - (iii) 5 days per week;
  - (iv) 5 hours without an interval, whereupon there shall be an interval of at least 30 minutes;
  - (v) A spread-over period of 12 hours.
- 3.3 The CLO shall be entitled to payment where he is prevented from working by reasons which are within the control of the Contractor.
- 3.4 On days when it is raining the Contractor may, before 9 a.m., decide not to open the site and there will be no pay.

If the Contractor closes the site between 9 a.m. and 1 p.m., the CLO will be paid half the daily wage.

If the site works later than 1 p.m., the CLO will be paid the full daily wage.

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**Construction of the Sterkspruit Driving License Testing Centre**

- 3.5 Workers and the CLO will not be permitted to work under conditions of:
  - (i) undisciplined or unruly behaviour;
  - (ii) insubordination to Team Leader, Supervisors or Management;
  - (iii) abuse of intoxicating substances;
  - (iv) criminal actions by the employee;
  - (v) strike action or political stayaways.
  
- 3.6 Workers, including the CLO, may be dismissed after two official written warnings for the following behaviour:
  - (i) undisciplined or unruly behaviour;
  - (ii) insubordination to Team Leader, Supervisors or Management;
  - (iii) abuse of intoxicating substances;
  - (iv) wilful or negligent damage to or loss of machines or equipment.

The Contractor shall ensure that he has statements from at least two witnesses concerning any of the above situations.  
 The Contractor shall inform the CLO within 24 hours of any warning issued to workers employed from the Job-Seekers Database.
  
- 3.7 The CLO will be paid on a Friday afternoon every two weeks, one week in arrears.
  
- 3.8 The CLO shall be given a statement with each payment on which is recorded:
  - (i) the name of the Contractor;
  - (ii) the CLO's name;
  - (iii) the number of days worked by the CLO;
  - (iv) the rate per day;
  - (v) the details of any deductions made;
  - (vi) the actual amount paid to the CLO.
  
- 3.9 No deduction shall be made from the remuneration except where the CLO consents in writing or unless the Contractor is permitted or required to do so by law or the order of any competent court.
  
- 3.10 The CLO shall be supplied free of charge with all health and safety equipment required by the Occupation Health and Safety Act. The equipment shall remain the property of the Contractor.
  
- 3.11 The Contractor must give the CLO at least one week's notice of the termination of the Contract of Temporary Employment. If this is not done, the CLO must be paid earnings for five days. This condition does not apply if the CLO is dismissed.
  
- 3.12 At the end of the period of temporary employment, the Contractor shall provide a Certificate of Service recording the Contractor's name, the CLO's name and address, the period of service, the type of work on which the CLO was engaged and the rate of remuneration on termination.

**4. TERMINATION OF AGREEMENT**

- 4.1 If the CLO can no longer perform and execute his/her duties as detailed in this agreement, this agreement will be terminated without prejudice to any rights under this agreement.

**5. THE CONDITIONS OF THIS AGREEMENT**

- 5.1 The parties expressly declare that this agreement contains all the conditions negotiated between them, and no condition or stipulation not contained herein shall be binding upon the parties.

**6. THUS AGREED AND SIGNED BY THE PARTIES:**

Contractor: .....

Community Liaison officer: .....

Date: .....

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**Part C2: Pricing Data**

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	<b>Pages</b>
<b>C2.1 Pricing Assumptions.....</b>	
<b>C2.2 Bills of Quantities.....</b>	

Construction of the Sterkspruit Driving License Testing Centre

C2.1 Pricing Assumptions

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract, that the tenderer has taken into account when developing his prices.

1. The method of measurement published by the South African Bureau of Standards in clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section "Applicable SANS 1200 standardised specifications".
2. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Schedule, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.
3. The measurement and payment clauses in a specification in which further information regarding the scheduled items is given, are referenced under "Item" (pay items) in the Bills of Quantities. The referenced clauses are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the digits which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200 G.
4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. The quantities set out in the Bills of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Employer's Agent from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
6. The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. A price or rate should be entered against each item in the Bills of Quantities, whether the quantities are stated or not. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.** The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.
8. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price.
9. The units of measurement described in the Bills of Quantities are metric units. Abbreviations which may be used in these Bills of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000 kg)
m <sup>2</sup>	=	square metre	No.	=	number
m <sup>2</sup> .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m <sup>3</sup>	=	cubic metre	MN.m	=	meganewton-metre
m <sup>3</sup> .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	megapascal	kW	=	kilowatt
10. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.

## Bid No 06 / 2022 – 2023 T

### Construction of the Sterkspruit Driving License Testing Centre

11. The Tenderer is referred to C.2.24 in Part T1.2 Tender Data regarding the pricing of Deviations and/or Qualifications.
11. Clause C.2.13.11 c) in Part T1.2 Tender Data shall be applicable to the submission of Bills of Quantities which have been priced electronically, and which the Tenderer wishes to submit as a printed version with his/her tender in the place of handwritten priced Bills of Quantities.

If there is found to be any variance between the printed version and the original issued document, the original shall stand. However, where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account.

The pages of the issued Bills of Quantities should not be removed from the tender document.

12. Tenderers are referred to Clause 6.8.2 in Part C1.2 Contract Data regarding contract price adjustment.

The following bills in Part C2.2 Bills of Quantities are deemed applicable to the following categories for the purposes of Contract Price Adjustment:

NO.	BILL	CPA CATEGORY
1.	GENERAL ITEMS	To be proportioned
2.	ROAD CONSTRUCTION	Roads and earthworks
3.	BRIDGE REHABILITATION	Concrete work

**Bid No 06 / 2022 – 2023 T**  
**Construction of the Sterkspruit Driving License Testing Centre**

## **C2.2 Bills of Quantities**

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words “or equivalent”.

**TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS ‘OR EQUIVALENT’ REFER TO THE BILL OF QUANTITY**

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**Construction of the Sterkspruit Driving License Testing Centre**

**DECLARATION (In respect of completeness of Tender)**

Senqu Municipality  
19 Murray Street  
Lady Grey  
9755

I/we, the undersigned, do hereby declare that these are the properly priced Bills of Quantities forming Part C2.2 of this Contract Document containing 156 pages in consecutive order upon which my/our tender for **TENDER NO. 06/2022 – 2023 T: Construction of The Sterkspruit Driving License Testing Centre** has been based. If I/we have submitted a printed version of the Bills of Quantities, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause C.3.2 in Part T1.2 Tender Data.

-----  
SIGNATURE OF TENDERER/S

-----  
DATE



**Bid No 06 / 2022 – 2023 T**  
**Construction of the Sterkspruit Driving License Testing Centre**

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**Part C3: Scope of Work**

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<b>C3.1</b>	<b>Description of the Works</b>	
<b>C3.2</b>	<b>Engineering / Design</b>	
<b>C3.3</b>	<b>Procurement</b>	
<b>C3.4</b>	<b>Construction</b>	
<b>C3.5</b>	<b>Management</b>	
<b>C3.6</b>	<b>Annexes</b>	

**Status**

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, particular specification or any drawings, the order of precedence, unless otherwise specified, is:

Drawings  
Scope of Work (Parts C3.1, C3.4, C3.5 and C3.6)  
Particular Specifications  
SANS Standardised Specifications

**Construction of the Sterkspruit Driving License Testing Centre**

**C3.1 Description of the Works**

**CONTENTS**

- 3.1.1 EMPLOYER'S OBJECTIVES
- 3.1.2 OVERVIEW OF THE WORKS
- 3.1.3 EXTENT OF THE WORKS
- 3.1.4 LOCATION OF THE WORKS
- 3.1.5 TEMPORARY WORKS

**3.1.1 EMPLOYER'S OBJECTIVES**

The employer requires the construction of the structural steel and masonry of the admin block, the testing centre bulk earthworks (including possible hard rock excavation), retaining walls, electrical installations, "ARMCO" barriers, stormwater channels, security fence, covered staff parking bays, metal work, structural steel road surfacing, kerbs, road markings, and signs for the Grade A Vehicle Testing Station in Sterkspruit.

**3.1.2 OVERVIEW OF THE WORKS**

The works comprise the clearing, bulk excavation to reduced levels (including possible hard rock excavation) and construction of compacted road layer works utilising material stockpiled on site as well as imported material. Included in the works is the demolition of the existing buildings on the site, brick paving of the roads and parking, installation of kerbs, installation of drainage structures, stormwater channel drainage, covered parking bays, security fencing, masonry buildings, structural steel structures and electrical installations.

The time for achieving Practical Completion of the whole of these works is 18 months.

**3.1.3 EXTENT OF THE WORKS**

The Works include:

- a) Site clearing,
- b) Demolition of existing buildings,
- c) Bulk excavation to reduced levels and re-use of excavated material in engineered layer works, including possible hard rock excavation,
- d) Construction of compacted road layer works utilising material stockpiled on site as well as imported material.
- e) Installation of precast concrete kerbs,
- f) Installation of precast concrete retaining walls,
- g) Concrete brick paving of roads and parking,
- h) Concrete slab surfacing of access roads,
- i) Supply and installation of ARMCO" barriers,
- j) road marking and signage,
- k) Supply and installation structural steel covered car port to the staff parking bays,
- l) Supply and installation of security fencing,
- m) Construction of pedestrian pathways in concrete paving blocks,

## **Bid No 06 / 2022 – 2023 T**

### **Construction of the Sterkspruit Driving License Testing Centre**

- n) Supply, fabrication and erection of a galvanised structural steel stair and bridge, complete with galvanised handrails; and
- o) Grassing adjacent to the roads and parking areas where the works have occurred.
- p) Electrical and mechanical installations

#### **3.1.4 LOCATION OF THE WORKS**

All works shall be carried out on portion of erf 70 and 80, Sterkspruit Town. This specific area is that on which the works have to be executed including surrounding space.

#### **3.1.5 TEMPORARY WORKS**

All demolished and waste materials shall be removed from the site on completion of the Works.

All re-usable materials from demolition shall remain the property of the employer and shall be neatly stacked in a position indicated on Site.

All topsoil, to a depth of 200 mm, shall be stripped and stockpiled adjacent to the site. The stockpiles shall be located away from accesses and roads.

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**Construction of the Sterkspruit Driving License Testing Centre**

## **C3.2 Engineering / Design**

### **CONTENTS**

- 3.2.1 EMPLOYER'S DESIGN
- 3.2.2 DESIGN BRIEF
- 3.2.3 DRAWINGS
- 3.2.4 DESIGN PROCEDURES

#### **3.2.1 EMPLOYER'S DESIGN**

The employer's design encompasses all facets of the design and construction of the works described in Clause 3.1.3 Extent of the Works above.

#### **3.2.2 DESIGN BRIEF**

There are no design and construction elements under this Contract.

#### **3.2.3 DRAWINGS**

The following current employer's drawings are applicable to these works:

##### **Architectural drawings**

FA7005-14 – 200 - Admin & Testing Centre: Ground floor plan  
FA7005-14 – 201 Admin & Testing Centre Sections & Detail  
FA7005-14 – 201.1 Flashings  
FA7005-14 – 202 Admin & Testing Centre: Elevations  
FA7005-14 – 210 ADMIN BUILDING & TRAFFIC CENTRE: Elevations  
FA7005-14 – 220 CHANGE ROOMS: Ground floor plan, section, elevations & schedule  
FA7005-14 – 230 Signage  
FA7005-14 - 400 Joinery 1  
FA7005-14 - 401 Joinery 2  
FA7005-14 – 500 Door & Window schedules  
FA7005-14 - 500.1 Door & Window schedules  
FA7005-14 - 500.2 Door & Window schedules  
FA7005-14 - 500.3 Door & Window schedules  
FA7005-14 - 500.4 Door & Window schedules  
FA7005-14 - 500.5 Door & Window schedules  
FA7005-14 - 500.6 Door & Window schedules  
FA7005-14 - 500.7 Door & Window schedules  
FA7005-14 - 500.8 Door & Window schedules  
FA7005-14 - 500.9 Door & Window schedules  
FA7005-14 - 500.10 Door & Window schedules  
FA7005-14 - 500.11 Door & Window schedules  
FA7005-14 - 500.12 Door & Window schedules  
FA7005-14 - 500.13 Door & Window schedules  
FA7005-14 - 500.14 Door & Window schedules  
FA7005-14 - 500.15 Door & Window schedules

##### **Civil & Structural Engineers Services**

F0257-22-000 Rev C\_Site Development Plan  
F0257-22-001 Rev B\_Earthworks Layout  
F0257-22-002 Rev B\_Site Cross Section A  
F0257-22-002 Rev B\_Site Cross Section B  
F0257-22-100 Rev C\_Foundation Layout & Details

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F0257-22-101 Rev E\_Building Layout & Details  
F0257-22-102 Rev C\_Steel Layout & Details  
F0257-22-103 Civil Details B  
F0257-22-104 Rev C\_ Civil Details B  
F0257-22-105 Rev A\_ Covered Parking Structure

**Electrical & Mechanical Engineers Services**

21377/D&CCTV/12052022 - CCTV and fire detection  
21377/HVAC/12052022 - DB SLD  
21377/RETICULATION/12052022 – Reticulation  
21377/LIGHTNING/12052022 – Lightning  
21377/RETICULATION/12052022 – Reticulation  
21377/SITE RETIC/12052022 – Site Reticulation  
21377/SMALL POWER/12052022 – Small Power

**3.2.4 DESIGN PROCEDURES**

There are no design and construction elements under this Contract.

**Construction of the Sterkspruit Driving License Testing Centre**

**C3.3 Procurement**

**CONTENTS**

**3.3.1 SUB-CONTRACTING PROCEDURES**

**3.3.1. SUB-CONTRACTING PROCEDURES**

**3.3.1.1 Monitoring the use of sub-contractors**

Notwithstanding the restriction on sub-contracting as described on the **PREFERENCE POINTS CLAIM FORM**, it is recognised that sub-contracting is an integral part of construction, which the conditions of contract make provision for.

In order, however, to comply with the requirements of the **PREFERENCE POINTS CLAIM FORM**, the Contractor shall submit to the Employer's Agent, on a monthly basis, a **B-BBEE Sub-contract Expenditure Report**. The format of this report is provided in the attached annexure.

The Contractor shall submit to the Employer's Agent documentary evidence in accordance with the applicable codes of good practise, , of the B-BBEE status level of every sub-contractor employed by the Contractor. Until such time as documentary evidence as described above has been submitted to the Employer's Agent, a sub-contractor shall be deemed to be a non-compliant contributor.

The Contractor shall furthermore, on the written request of the Employer's Agent, provide documentary evidence showing the value of work sub-contracted to any or all of the sub-contractors employed by the Contractor.

**3.3.1.2 Procedure for the selection of sub-contractors/suppliers: N/A**

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**Construction of the Sterkspruit Driving License Testing Centre**

## **C3.4 Construction**

### **CONTENTS**

- 3.4.1 TRADE NAMES OR PROPRIETARY PRODUCTS
- 3.4.2 APPLICABLE STANDARDISED SPECIFICATIONS
- 3.4.3 PARTICULAR / PROJECT SPECIFIC SPECIFICATIONS
- 3.4.4 WAYLEAVES, PERMISSIONS AND PERMITS
- 3.4.5 LOCAL PRODUCTION AND CONTENT
- 3.4.6 EMPLOYMENT OF SECURITY PERSONNEL

#### **3.4.1. TRADE NAMES OR PROPRIETARY PRODUCTS**

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words “or equivalent”.

**TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS ‘OR EQUIVALENT’**

#### **3.4.2 APPLICABLE STANDARDISED SPECIFICATIONS**

For the purposes of these works the following SANS 2001 Construction Standards shall apply:  
SANS 2001-CS1 2005 : Structural Steelwork

For the purposes of these works the following SABS 1200 Standardized Specifications, as set out in the South African Bureau of Standards Standardized Specifications for Civil Engineering Construction, shall apply:

SABS 1200A	1986	:	General
SABS 1200C	1982	:	Site Clearance
SABS 1200D	1990	:	Earthworks
SABS 1200DB	1989	:	Earthworks (Pipe Trenches)
SABS 1200DM	1981	:	Earthworks (Roads, Subgrade)
SABS 1200G	1982	:	Concrete (Structural)
SABS 1200HC	1988	:	Corrosion Protection of Structural Steelwork
SABS 1200LB	1983	:	Bedding (Pipes)
SABS 1200LC	1981	:	Cable Ducts
SABS 1200LE	1982	:	Stormwater Drainage
SABS 1200M	1996	:	Roads (General)
SABS 1200ME	1981	:	Subbase
SABS 1200MF	1981	:	Base
SABS 1200MJ	1984	:	Segmented Paving
SABS 1200MK	1983	:	Kerbing and Channelling
SABS 1200MM	1984	:	Ancillary Roadworks

The term “project specification/s” appearing in any of the SABS 1200 Standardized Specifications shall be replaced with the term “scope of work”.

The abovementioned Standardized Specifications make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

#### **3.4.3 PARTICULAR / PROJECT SPECIFIC SPECIFICATIONS**

*Include specifications purpose written for the project as required to amend or expand the standard specifications to fully meet the requirements of the project.*

*This section to include inter alia certification bodies, agreement certificates, details of known services, site establishment requirements, materials and methods specifications, contractor management requirements, quality management processes, traffic accommodation, key personnel, etc.*

#### **3.4.4 WAYLEAVES, PERMISSIONS AND PERMITS**

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**Construction of the Sterkspruit Driving License Testing Centre**

The Contractor shall be responsible for obtaining all of the necessary wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall ensure that any wayleaves, permissions or permits obtained by the Employer's Agent prior to the award of the contract are transferred into the Contractor's name.

The Contractor shall abide by any conditions imposed by such wayleaves, permissions or permits.

The Contractor shall ensure that all wayleaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on demand.

The Contractor shall also ensure that any wayleaves in respect of electricity services are renewed timeously every three months.

**3.4.5 LOCAL PRODUCTION AND CONTENT**

The Contractor will be required to comply with all requirements as stated in this document.



**Construction of the Sterkspruit Driving License Testing Centre**

**C3.5 Management**

**CONTENTS**

- 3.5.1. FORMS FOR CONTRACT ADMINISTRATION
- 3.5.2. PARTICIPATION OF TARGETED LABOUR
- 3.5.3. COMMUNITY LIAISON OFFICER
- 3.5.4. PARTICIPATION OF TARGETED ENTERPRISES
- 3.5.5. ENVIRONMENTAL MANAGEMENT PROGRAMME
- 3.5.6. HEALTH AND SAFETY

**3.5.1. FORMS FOR CONTRACT ADMINISTRATION**

The Contractor shall complete, sign and submit with each monthly statement for payment, the following updated returns (the format of which are attached in C3.6 Annexes as amended from time to time):

- a) B-BBEE Sub-contract Expenditure Report
- b) Joint Venture Expenditure Report
- c) Targeted Labour Contract Participation Expenditure Report
- d) Targeted Enterprises Contract Participation Expenditure Report

The **B-BBEE Sub-contract Expenditure Report** is required for monitoring the prime contractor's compliance with the sub-contracting conditions of the **PREFERENCE POINTS CLAIM FORM**.

The Joint Venture Expenditure Report is required for monitoring the joint venture's compliance with the percentage contributions of the JV partners as tendered, where the joint venture has been awarded preference points in respect of its consolidated B-BBEE scorecard.

The Targeted Labour Contract Participation Expenditure Report (if applicable) is required for monitoring the contractor's compliance for achieving the specified minimum targeted labour contract participation goal (CPGL) and, if applicable, for calculating any penalty in terms thereof.

The Targeted Enterprises Contract Participation Expenditure Report (if applicable) is required for monitoring the contractor's compliance for achieving the specified minimum targeted enterprises contract participation goal (CPGE) and, if applicable, for calculating any penalty in terms thereof.

The Expenditure Reports shall be verified by the Employer's Agent/Employer's Agent's Representative.

**3.5.2 PARTICIPATION OF TARGETED LABOUR**

**3.5.2.1 Minimum targeted labour contract participation goal as per EPWP guidelines**

In support of the National Department of Public Works' Expanded Public Works Programme which is aimed at alleviating poverty through the creation of temporary employment opportunities using labour intensive methodologies and practices where possible, the Employer is seeking to increase the intensity of labour, as appropriate, in all of its infrastructure sector projects.

It is a requirement of this contract, therefore, that the work be executed in such a manner so as to maximise the use of labour intensive construction methods in order to provide low and semi-skilled temporary employment opportunities.

To this end, a minimum targeted labour contract participation goal is specified below, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied. The Contractor is required to provide all skills training where necessary, so as to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. The cost of training shall be included in the rates for the various work activities.

**The specified minimum targeted labour contract participation goal (CPGL) is**

**10%**

The minimum CPGL is such that the Contractor will have to carry out some of the work that would normally have been undertaken using mechanised construction methods, by using labour intensive construction methods instead. It is left to the discretion of the Contractor to identify suitable work activities for the

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intensification of labour. The Contractor shall, within 5 working days of being requested in writing by the Employer's Agent to do so, submit details of his/her plan to achieve the minimum CPG<sub>L</sub>.

#### 3.5.2.2 Definitions

For the purposes of the requirements in respect of the participation of targeted labour, the following definitions shall apply:

**"Target area"** means the geographical area shown on plan in Part C4: Site Information

**"Targeted labour contract participation goal (CPG<sub>L</sub>)"** means the sum of the wages (excluding any benefits), for which the Contractor, or any of his/her sub-contractors contracts targeted labour in the performance of the contract, expressed as a percentage of the value of the contract.

**"Targeted labour"** means low and semi-skilled individuals, whose wages (excluding any benefits) do not exceed the threshold value, who reside in the target area, that are employed by the Contractor, or any of his/her sub-contractors, in the performance of the contract.

**"Threshold value"** is R350.00 per day as adjusted from time to time (excluding any benefits). The threshold value is not to be confused with any industry sector minimum wage determined in accordance with the Basic Conditions of Employment Act, 75 of 1977.

**"Value of the contract"** means the contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

#### 3.5.2.3 The selection and recruitment of targeted labour

Where targeted labour is to be drawn from specific local communities (defined in terms of the target area), such labour shall be identified using the relevant Sub-Council Job-Seekers Database. The Contractor shall request, via a Community Liaison Officer (if required in terms of the contract), a list of suitable candidates from the database, from which the Contractor shall make his/her final selection. The contractor shall enter into written contracts of temporary employment with all targeted labour.

Any difficulty experienced by the Contractor in identifying candidates through the Job-Seekers Database, or as regards any matter relating to the employment of targeted labour, shall be immediately referred to the Employer's Agent.

#### 3.5.2.4 Contract participation goal credits

Credits towards the achieving the minimum CPG<sub>L</sub> shall be granted by converting the total monetary value of wages paid to targeted labour (including that of sub-contractors) to a percentage of the value of the contract. No credits shall be accorded should the contractor/sub-contractor fail to enter into written contracts with the targeted labour. Furthermore, no credits shall be accorded in respect of targeted labour employed on work in respect of provisional sums or prime cost items. Such labour shall nevertheless be recorded on the Project Labour Report which is required to be furnished by the Contractor.

#### 3.5.2.5 Training of targeted labour

The Contractor is required to provide all informal (on-the-job) skills training so as to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. The cost of informal training shall be included in the rates for the various work activities.

#### 3.5.2.6 Penalties

The financial penalty to be applied for failing to meet the specified minimum targeted labour contract participation goal in the performance of the contract (unless proven to be beyond the control of the Contractor), is as follows:

$$\text{Penalty} = (\text{CPG}_L^S - \text{CPG}_L^A) \times P^*$$

Where  $\text{CPG}_L^S$  = the specified minimum targeted labour contract participation goal (expressed as a percentage).

$\text{CPG}_L^A$  = the targeted labour contract participation goal achieved (expressed as a percentage).

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P\* = the value of the contract.

**3.5.3. COMMUNITY LIAISON OFFICER**

It is a requirement of this Contract that a Community Liaison Officer (CLO) shall be appointed by the Contractor. The primary functions of the CLO shall be to assist the Contractor with the selection and recruitment of targeted labour, to represent the local community in matters concerning the use of targeted labour (and/or enterprises) on the works, and to assist with and facilitate communication between the Contractor, the Employer’s Agent and the local communities.

The identification of suitable candidates (maximum 5; minimum 3) for the CLO position shall be resolved by the relevant Sub-council Manager through a process of advertising and shortlisting. Should suitable candidates not be identified through this process, the Contractor shall be allowed to seek candidates from the relevant Sub-Council Job-Seekers Database. The final selection and appointment of the CLO in terms of the contract shall be the responsibility of the Contractor.

The period of appointment of the CLO shall be as stated in the Contract for Temporary Employment as a Community Liaison Officer referred to below. The date of commencement of temporary employment of the CLO shall be as agreed with the Employer’s Agent.

It is required, therefore, that the Contractor enter into a contract of temporary employment with the selected CLO, the contracting parties being the Contractor and the CLO. To this end, a specimen Form of Contract of Temporary Employment as Community Liaison Officer is included in this document. This Form of Contract sets out, inter alia, the agreement between the parties, the duties and conditions of employment of the CLO. The rate of remuneration for the CLO, payable by the Contractor, is currently **R360.00** per day.. As said contract will be between the Contractor and the CLO, all costs involved shall be borne by the Contractor and the tender shall be deemed to include for this.

**3.5.4. PARTICIPATION OF TARGETED ENTERPRISES**

**3.5.4.1 Minimum targeted enterprises contract participation goal**

It is a requirement of this contract that enterprises located within the target area, as defined, be engaged by the Contractor for the provision of supplies, services or works necessary for the performance of this contract.

To this end, a minimum targeted enterprises contract participation goal is specified below, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied.

**The specified minimum targeted enterprises contract participation goal (CPG<sub>E</sub>) is** **10 %**

The Contractor shall engage targeted enterprises directly or indirectly in the performance of the contract to the extent that the total monetary value of such engagements (exclusive of VAT), expressed as a percentage of the value of the contract, is sufficient to achieve the specified minimum CPG<sub>E</sub>.

**3.5.4.2 Definitions**

For the purposes of the requirements in respect of the participation of targeted enterprises, the following definitions shall apply:

“**Target area**” means the geographical area shown on plan in Part C4: Site Information

“**Targeted enterprises contract participation goal (CPG<sub>E</sub>)**” means the value of supplies, services or works (exclusive of VAT), for which the Contractor contracts targeted enterprises, either directly or indirectly, in the performance of the contract, expressed as a percentage of the value of the contract.

“**Targeted enterprises**” means any sole trader, partnership or legal entity that acts as a supplier, manufacturer, service provider or sub-contractor, and which has its base of operations in the target area.

“**Value of the contract**” means the contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

**3.5.4.3 Achieving the contract participation goal**

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The contractor may achieve the specified minimum CPG<sub>E</sub> as follows:

- a) by engaging one or more targeted enterprises to perform commercially useful functions in the performance of the contract;
- b) by engaging non-targeted enterprises, who in turn engage one or more targeted enterprises to perform commercially useful functions in the performance of the contract;
- c) by a combination of the above.

The Contractor shall, within 5 working days of being requested by the Employer's Agent to do so, submit details of his/her plan to achieve the minimum CPG<sub>E</sub>.

#### 3.5.4.4 Contract participation goal credits

Credits towards achieving the minimum CPG<sub>E</sub> shall be granted by converting the total monetary value (exclusive of VAT) of the agreements between the Contractor, or Contractor's sub-contractors, and targeted enterprises, to a percentage of the value of the contract.

No credits shall be accorded should the Contractor (or sub-contractors):

- a) make direct payment to third parties in connection with the contract on behalf of targeted enterprises, when such payment is recovered by making deductions from payments due to the targeted enterprise;
- b) fail to enter into written contractual agreements with the relevant targeted enterprises.

Credits claimed towards the contract participation goal shall be denied where such written contractual agreements contain any of the following:

- c) conditions which are more onerous than those that exist in the prime contract (this contract);
- d) payment procedures based on a pay when paid system;
- e) authoritarian rights given to the employing contractor, with no recourse to independent adjudication in the event of a dispute arising.

No credits may be claimed in respect of targeted enterprises that do not adhere to statutory labour practices.

No credits shall be accorded in respect of targeted enterprises engaged on work in respect of provisional sums or prime cost items.

In the event that a targeted enterprise sub-contracts to another targeted enterprise, only the value of the higher level sub-contract shall be granted as credit towards achieving the specified minimum CPG<sub>E</sub>.

In addition to the form required for contract administration (the Targeted Enterprises Contract Participation Expenditure Report), the Contractor shall furnish the Employer's Agent, upon written request, with documentary evidence that the targeted enterprises have their base of operations in the target area, copies of the contractual agreements with the various targeted enterprises, as well as documentary proof of payments made to the various targeted enterprises.

#### 3.5.4.5 Penalties

The financial penalty to be applied for failing to meet the specified minimum targeted enterprises contract participation goal in the performance of the contract (unless proven to be beyond the control of the Contractor), is as follows:

$$\text{Penalty} = (\text{CPG}_E^S - \text{CPG}_E^A) \times P^*$$

Where  $\text{CPG}_E^S$  = the specified minimum targeted enterprises contract participation goal (expressed as a percentage).

$\text{CPG}_E^A$  = the targeted enterprises contract participation goal achieved (expressed as a percentage).

$P^*$  = the value of the contract.

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**3.5.5. ENVIRONMENTAL MANAGEMENT PROGRAMME**

Particular Specification E: Environmental Management Specification and its Annexures are attached hereto.

**3.5.6. HEALTH AND SAFETY**

Particular Specification H: Health and Safety Specification is attached hereto.

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**E: ENVIRONMENTAL MANAGEMENT SPECIFICATION**

**COMPILERS MUST INSERT TENDER SPECIFIC SPECIFICATIONS UPON APPOINTMENT**

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**H: HEALTH AND SAFETY SPECIFICATION**

**COMPILERS MUST INSERT TENDER SPECIFIC SPECIFICATIONS UPON APPOINTMENT**

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**C3.6 Annexes**

**CONTENTS**

- C.3.6.1 B-BBEE Sub-contract Expenditure Report
- C.3.6.2 Joint Venture Expenditure Report
- C.3.6.3 Targeted Labour Contract Participation Expenditure Report
- C.3.6.4 Targeted Enterprises Contract Participation Expenditure Report



**(C.3.6.1) BBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)**

TENDER NO. AND DESCRIPTION: .....

SUPPLIER: .....

**B-BBEE SUB-CONTRACT EXPENDITURE REPORT**

Rand Value of the contract (as defined in PREFERENCE POINTS CLAIM FORM) (P\*) R

B-BBEE Status Level of Prime Supplier

Name of Sub-contractor (list all)	B-BBEE Status Level of supplier <sup>1</sup>	Total value of Sub-contract (excl. VAT) <sup>1</sup>	Value of Sub-contract work to date (excl. VAT) <sup>1</sup>	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than supplier
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R

<sup>1</sup>Documentary evidence to be provided

Total: R  
Expressed as a percentage of P\* %

**Signatures**

Declared by supplier to be true and correct: .....

Date: .....

Verified by SM Project Manager: \_\_\_\_\_

Date: .....

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**(C.3.6.2) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA)**

TENDER NO. AND DESCRIPTION: .....

SUPPLIER: .....

**PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT**

Rand value of the contract (as defined in PREFERENCE POINTS CLAIM FORM) (P*)	R
--	---

B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium	
--	--

Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement <sup>1</sup>	Total value of partner's contribution (excl. VAT) <sup>1</sup>	Value of partner's contribution to date (excl. VAT) <sup>1</sup>	Value of partner's contribution as a percentage of the work executed to date
		<b>A</b>	<b>B = A% x P*</b>	<b>C</b>	<b>D = C/P*x100</b>
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

<sup>1</sup>Documentary evidence to be provided

**Signatures**

Declared by supplier to be true and correct: .....

Date: .....

Verified by SM Project Manager: .....

Date: .....

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**(C.3.6.3) TARGETED LABOUR CONTRACT PARTICIPATION EXPENDITURE REPORT (PRO FORMA)**

CONTRACT NO. AND NAME: .....

CONTRACTOR: .....

**TARGETED LABOUR CONTRACT PARTICIPATION EXPENDITURE REPORT BASED ON CERTIFICATE NO. ....**

Value of the contract (as defined in the <b>PREFERENCE POINTS CLAIM FORM</b> ) (P*)	R
---	---

Specified Targeted Labour Contract Participation Goal	%
---	---

Name of Contractor/Sub-contractor (list all)	Total previous expenditure on wages in respect of targeted labour	Net Amount for this month <sup>1</sup>	Total expenditure on wages in respect of targeted labour
Contractor	R	R	R
Sub-contractor A	R	R	R
Sub-contractor B	R	R	R

<sup>1</sup>Documentary evidence to be provided

Total:	R
Expressed as a percentage of P*	%

**Signatures**

Declared by Contractor to be true and correct: .....

Date .....

Verified by Employer's Agent/  
Employer's Agent's Representative: .....

Date .....



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**(C.3.6.4) TARGETED ENTERPRISES CONTRACT PARTICIPATION EXPENDITURE REPORT (PRO FORMA)**

CONTRACT NO. AND NAME: .....

CONTRACTOR: .....

**TARGETED ENTERPRISES CONTRACT PARTICIPATION EXPENDITURE REPORT BASED ON CERTIFICATE NO. ....**

Value of the contract (as defined in the <b>PREFERENCE POINTS CLAIM FORM</b> ) (P*)	R
---	---

Specified Targeted Enterprises Contract Participation Goal	%
--	---

Name of targeted enterprise (list all)	Total previous expenditure (excl. VAT) to targeted enterprises	Net Amount for this month <sup>1</sup>	Total expenditure (excl. VAT) to targeted enterprises
Targeted Enterprise A	R	R	R
Targeted Enterprise B	R	R	R
Targeted Enterprise C	R	R	R

<sup>1</sup>Documentary evidence to be provided

Total:	R
Expressed as a percentage of P*	%

**Signatures**

Declared by Contractor to be true and correct: \_\_\_\_\_

Date .....

Verified by Employer's Agent/  
Employer's Agent's Representative: .....

Date \_\_\_\_\_

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**Part C4: Site information**

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**C4 Site Information**

AS PER ATTACHED DRAWINGS