



**PART T2: LIST OF RETURNABLE DOCUMENTS**

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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**T2.1 A CERTIFICATE OF AUTHORITY**

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

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**A. Certificate for company**

I,....., chairperson of the board of directors of ..... hereby confirm that by resolution of the board (copy attached) taken on .....20...., Mr/Mrs.....acting in the capacity of.....,was authorized to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....  
.....  
Chairman

2.....  
.....  
Date

**B. Certificate of partnership**

We, the undersigned, being the key partners in the business trading as ..... hereby authorized Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Mrs....., authorized signatory of the company ....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract.....and any other contract resulting from it on our behalf.

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

**D. Certificate for sole proprietor**

I, ....., hereby confirm that I am the sole owner of the business trading as.....

As Witness:

1..... Signature: Sole owner

2..... Date

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as.....hereby authorize Mr/Mrs..... Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2





**T2.1 B SCHEDULE OF PROPOSED SUBCONTRACTORS**

Tenderers are referred to Clause 3.3 of the Scope of Works for the minimum Procurement requirements for subcontractors

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

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

	<b>Name and address of proposed Subcontractor</b>	<b>Company Registration No &amp; CIDB Classification</b>	<b>Description of Work to be executed by Subcontractor</b>
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Signed..... Date.....

Name..... Position.....

Tenderer.....



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



**T2.1 C SCHEDULE OF PLANT AND EQUIPMENT**

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract is my/our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**T2.1 D SCHEDULE OF THE TENDERER’S RECENTLY COMPLETED AND CURRENT PROJECTS**

The following is a statement of similar work successfully executed or currently being executed by myself/ourselves in the last five years:

Employer, contact person and telephone number	Consulting Engineer: contact person & tel. no.	Description of project	Value of Work Inclusive of VAT (R million)	Contract period (months)	Date completed/ date of expected completion*

Attach additional pages if more space is required

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





**T2.1 E RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

	Date	Title of Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### T2.1 F DEVIATIONS OR QUALIFICATIONS BY THE TENDERER

**Note:** Tenderers will be declared to be non-responsive should any proposed deviation or qualification, save for where alternative tender offers are permitted in terms of the Tender Data, in the employer’s opinion:

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

PAGE	DESCRIPTION

Signed..... Date.....

Name..... Position.....

Tenderer.....



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



## T2.1 G PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

### 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 The value of this bid is estimated to exceed/ R1 000 000 (all applicable taxes included) and therefore the...80/20...system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific goals.

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

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	80
<b>1.3.1.2 SPECIFIC GOALS (BBEE &amp; LOCALITY)</b>	20
<b>Total points for Price and SPECIFIC GOALS must not exceed</b>	<b>100</b>

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



2. DEFINITIONS

- 2.1.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“Functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 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 comparative price of bid under consideration
- $P_t$  = Price of tender under consideration
- $P_{\min}$  = Comparative price of lowest acceptable bid

- A maximum of 10 or 20 points may be awarded to a tenderer for the specific goal specified for the tender.
- The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



**4.1.2 Financial Risk Analysis**

Notwithstanding compliance with regard to any requirements of the tender, the Nala Local Municipality will perform a financial risk analysis before points will be allocated for price in respect of the following:

**Evaluation of Price**

The criterion of price has two sub-criteria that are individually weighted and scored: Price Risk & Tender Price

The scoring for Price Risk is based on the following and compares the tender sum with a Price Benchmark.

The Price Benchmark will be the mean average of all the acceptable tenders price totals received, but excluding the lowest tender price and the highest tender price. The Tender sums of the acceptable tenders from the above will then be ranked and compared to the Price benchmark. All discounts on rates and unit prices will be taken into consideration with the above calculations.

An upper/lower limit within a 15% below or above the Price Benchmark on tender sum totals will be used to calculate points for price. Tender sums closer to the lowest tender price limit will receive the maximum scores for this sub-criterion, while tender sums further above will receive increasingly reduced scores.

Tender Price is linear based and compares the tender sum with the lowest acceptable tender sum from Price Risk analysis done in the above sub-criteria. The lowest acceptable tender receives the maximum score for this sub-criterion, while the other tenders receive increasingly reduced scores the further, they are away from the lowest tender sum. Any tender sum that is at least 15% higher than the lowest tender sum receives a score of 0

The conclusions drawn from this risk analysis will be used by the Nala LM in determining the acceptability of the tender offer and to score points for price.

No tenderer will be recommended for an award unless the tenderer has demonstrated to the satisfaction of the Nala LM

**4.2 POINTS AWARDED FOR SPECIFIC GOALS**

4.2.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**SPECIFIC GOALS FOR THE TENDER AND POINTS CLAIMED ARE INDICATED PER THE TABLE BELOW:**

Specific Goals in terms of this Tender	NUMBER OF POINTS (80/20 SYSTEM)	NUMBER OF POINTS (90/10 SYSTEM)	Number of points claimed (90/10 system) to be completed by bidder	Number of points claimed (80/20 system) to be completed by bidder
<p>The Tenderer shall only claim point if the Tenderer is located within the boundaries of South Africa. If the Tenderer is located outside the boundaries of South Africa the Tenderer shall score 0 points for Specific Goals and shall not be further evaluated.</p>				
<p><b>B-BBEE Level</b></p>	1	10	5	
	2	8	4	
	3	6	3	
	4	4	2	
	5	2	1	
	6	2	1	
	7	2	1	
	8	2	1	
	NON-COMPLIANT CONTRIBUTOR	0	0	
<p><b>GEOGRAPHICAL AREA OF A BIDDER</b></p>	Within the boundaries of the Nala Municipality	10	5	
	Within the boundaries of Lejweleputswa District	6	3	
	Within the boundaries of the Free State	4	2	
	Outside of the boundaries of the Free State	2	1	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## 5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Nala Local Municipalities Preferential Procurement Policy, 50% (10 out of 20 and 5 out of 10) of Specific goals points, will be allocated based on the B-BBEE status level of contributor in the following manner:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	5	10
2	4	8
3	3	6
4	2	4
5	1	2
6	1	2
7	1	2
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub- is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2





**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 CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

7.1 B-BBEE Status Level of Contribution: ..... = ..... (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

**8 SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

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? YES / NO (delete which is not applicable)

**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) Ltd

[TICK APPLICABLE BOX]

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

.....

9.8 I/we, the undersigned, who is / are duly authorized to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

[Signature box]

Contractor

[Signature box]

Witness 1

[Signature box]

Witness 2

[Signature box]

Employer

[Signature box]

Witness 1

[Signature box]

Witness 2



**WITNESSES:**

1. ....

.....

2. ....

.....

SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**T2.1 H CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER**

The purpose of this form is to obtain proof that municipal services, rates and taxes of the service provider are not more than three months in arrears with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business. This form is to be completed only if the service provider's rates and taxes are not in arrears for more than three months. Bidders to attach a copy of the latest rate and taxes account of the relevant local authority not older than three months.

PART A - to be completed by the relevant municipality in the case where the service provider is the registered owner of the site/owner pays for municipal services/tenant pays for municipal services. The tenderer to attach a copy of the latest rate and taxes account of the relevant local authority not older than three months.

OR

PART B - to be completed by the landlord in the case where the service provider is renting the premises / rental paid by tenant include municipal services. The tenderer to attach a landlord copy of the latest rate and taxes account of the relevant local authority not older than three months.

<b>PART A (TO BE COMPLETED BY THE LOCAL AUTHORITY)</b>		
Name of the Municipality:		
Property Physical Address:		
Registers Name:		
Official's Name: _____	Municipality Stamp Here	
Signature: _____		
Date: _____		
Please indicate whether company/owner/directors in arrears for more than 3 months:		
Rates and taxes:	Up-to date/ in arrears for more than 3 months	
Water:	Up-to date/ in arrears for more than 3 months	
Electricity:	Up-to date/ in arrears for more than 3 months	
Refuse:	Up-to date/ in arrears for more than 3 months	
Other services:	Up-to date/ in arrears for more than 3 months	
<b>PART B (TO BE COMPLETED BY THE LANDLORD)</b>		
Name of the Landlord:		
Property Physical Address:		
Landlord Signature:		
Date: _____	Landlord's business stamp Here	
Rental:		Up-to date/ in arrears for more than 3 months
Municipal Services:		Up-to date/ in arrears for more than 3 months

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

certify that the information furnished on this declaration form is correct and that I/we have 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 or 3 (three) months.

\_\_\_\_\_  
Signature

**THUS, DONE AND SIGNED for** and on behalf of the Tenderer/Contractor

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20.....  
(PLACE) (DATE) (MONTH) (YEAR)

Even if the requested information does not apply to the Tenderer, the table above should be endorsed **Not Applicable** and **THIS DECLARATION MUST STILL BE SIGNED**



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



**T2.1 I CONFIRMATION OF CSD DATABASE REGISTRATION**

CENTRAL SUPPLIER DATABASE FOR GOVERNMENT		
COMPANY NAME	REGISTERED YES/NO	REGISTRATION NUMBER IF APPLICABLE
and Joint Venture Partner 2 (if applicable)		

Tenderers who are not registered on the **CSD Database** are not precluded from submitting tenders, but must however be registered prior to the evaluation of tenders in order for their tenders to be responsive (the evaluation of tenders takes place when the Employer’s Bid Evaluation Committee meets to make a final recommendation to the Bid Adjudication Committee).

In this regard it is the sole responsibility of tenderers to ensure that this requirement is complied with. In the case of Joint Venture Partnerships this requirement will apply to each party to the Joint Venture.

Signed..... Date.....

Name..... Position.....

Tenderer.....



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

**T2.1 J OCCUPATIONAL HEALTH AND SAFETY QUESTIONNAIRE AND SAFETY PLAN**

1.	Does your company have an updated copy of the Occupational Health and Safety Act and the relevant Regulations, (Act 85, of 1993) readily available?	YES/NO
2.	Have you and your supervisors received any training on the requirements of the Act and the relevant regulations?  If YES, please provide proof.	YES/NO  Attach Proof
3.	Are you, your supervisors and permanent employees aware, informed, instructed or trained in your respective legal liabilities with regard to Occupational Health and Safety Legal Liabilities?  If YES, please provide explanatory proof.	YES/NO  Attach information
4.	How do you ensure that the requirements of the Occupational Health and Safety Act are complied with by yourself and every person in your employment?  Provide an overview	Attach information
5.	Have you identified as far as reasonably practical all Health and Safety hazards and assessed all associated risks related to your activities and work environment?  If YES, please provide evidence.	YES/NO  Attach information
6.	If YES, how and what reasonably practical steps do you take to eliminate or mitigate the hazards and associated risks identified? How do you provide and maintain Health and Safety in your work environment for your employees and persons other than those in your employment that may be directly affected by your activities?	Attach information
7.	Do you provide for and maintain systems of work, plant and machinery that, as far as is reasonable practical, are safe and without risk to health?  If so, what are they? Please provide evidence	YES/NO  Attach information
8.	Do you have a clearly defined scope of authority for your organization, including all supervisors and employees?  If YES, please provide a copy of the latest valid organogram and scope of authority (Submit proof).	YES/NO  Attach information
9.	Do you have a first aid and emergency procedure or standard and trained first aid employees?  If YES, please provide evidence	YES/NO  Attach information
10.	Do you provide your employees with personal protective equipment and facilities?  If yes, please attach a list of PPE per occupation	YES/NO  Attach information

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



KGOTSONG/BOTHAVILLE: UPGRADING OF SEWER OUTFALL REMAINING PHASES

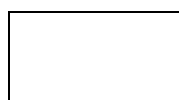
11.	Do you assess the OH&S Performance of any potential sub-contractor?  If YES provide a copy of a sub-contractor assessment.	YES/NO  Attach information
12.	Who is responsible and accountable for the Occupational Health and Safety of your employees and those persons other than your employees that may be affected by your activities?	Attach information
13.	Please list three (3) recent similar projects and references with regard to your company's safety performance?	Attach information
14.	Please advise us of the following with regard to your company's current Workers Compensation Policy: -Name of insurer: -Policy Number: -Insurance premium as a percentage of payroll: -Attach a letter of good standing from your insurer.	Attach information
15.	Are records of your Workers Compensation premiums over the last year available to us upon request?	YES/NO Attach information
16.	Does your company have a Safety, Health & Environmental (SHE) policy?  If YES, please provide an overview.	YES/NO Attach information
17.	Does your company have a recognized/auditable Health and Safety management system?  If YES, please provide an overview.	YES/NO Attach information
18.	Do you have active Health and Safety Representatives & Committees in place for each project?  If YES, please provide copies of the latest minutes.	YES/NO Attach information
19.	Does your company conduct:  <b>a) Annual medical examinations?</b> <b>b) Entry and exit medical examinations?</b>	YES/NO YES/NO Attach information
20.	Does your company keep records for the measurement of Health and Safety performance? * <b>If YES, what indicators are used for this performance measurement?</b> * <b>Please provide copies of the Health and Safety incident register (synopsis) for the past 12-month period. (Refer Annexure A).</b> * <b>Provide the number of employees per month as well as the number of man-hours worked per month for the last 12 months. (Refer Annexure B).</b>	YES/NO Attach information Attach information Attach information
21.	Does your company set Health and Safety targets and objectives?  If so, what are they for the current year and indicate how they compare with the previous year	YES/NO Attach information



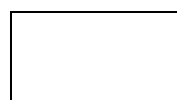
Contractor



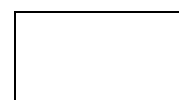
Witness 1



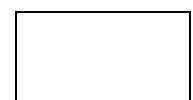
Witness 2



Employer



Witness 1



Witness 2



KGOTSONG/BOTHAVILLE: UPGRADING OF SEWER OUTFALL REMAINING PHASES

22.	Has your Health and Safety system been assessed/ audited by an independent party?  If YES, please provide a copy of the latest valid assessment/audit for a construction site. (Submit proof).	YES/NO
23.	Does your company employ permanent Health and Safety Officers and or a health and Safety Manager/Coordinator?	YES/NO
24.	Does your company carry out training for personnel in Health and Safety related issues pertaining to your area of capability?  If YES, please attach the Health and Safety training requirements for all job categories.	YES/NO  Attach information
25.	Does executive management attend health and Safety meetings and carry out executive management safety audits?	YES/NO
26.	Was a health risk assessment done to identify and evaluate health risks due to the potential exposure in conducting their work?	YES/NO

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 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 prepare and attach a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- 1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- 2) Contractor’s induction training programme for employees, sub-contractors and visitors to the Site.
- 3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act,
- 4) Regulations and Safety Specifications.
- 5) Regular monitoring procedures to be performed.
- 6) Regular liaison, consultation and review meetings with all parties.
- 7) Site security, welfare facilities and first aid.
- 8) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The tenderer shall also take into account the additional requirements stated in the Scope of Work when drawing up the Health and Safety Plan for the contract.

**Details of the Health and Safety Plan shall be appended to this Schedule.**

**Agreement:**

I declare that all information provided in the health and safety selection criteria questionnaire and safety plan, are accurate and true. I do realize that the information given by me will be verified and false information will lead to automatic disqualification.

Signed..... Date .....

Name..... Position.....

Tenderer.....



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2





**T2.1 K KEY PERSONNEL**

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally. The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

Category of employee	Number of persons			
	Personnel, part of the Contractor's organization		Personnel to be temporarily contracted	
	Male	Female	Male	Female
# Director / Engineer				
# Site Agent				
# Foremen / Supervisor				
# Safety officer				
Artisans and other skilled workers				
Plant operators				
Unskilled workers				
Others: .....	.....	.....	.....	.....

# Notes: The categories marked are Key Personnel

DIRECTOR / ENGINEER	NAME: ..... NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR EXPERIENCE

SITE AGENT	NAME: ..... NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR EXPERIENCE

FOREMAN / SUPERVISOR	NAME: ..... NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

SIGNATURE: .....

DATE: .....

(of person authorized to sign on behalf of Tenderer)



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



**T2.1 L COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

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

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

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

**Section 4: Particulars of sole proprietors and partners in partnerships:**

Name*	Identity no.*	Personal income tax no.*

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

**Section 5: Particulars of companies and close corporations:**

Company registration number: .....

Close corporation number: .....

Tax reference number: .....

**Section 6: Record of service of the State:**

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

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

\* Insert separate page if necessary

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

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

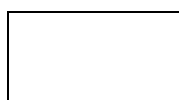
- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Provinces
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial Nala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

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

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



Contractor



Witness 1



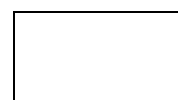
Witness 2



Employer



Witness 1



Witness 2



KGOTSONG/BOTHAVILLE: UPGRADING OF SEWER OUTFALL REMAINING PHASES

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

1. authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Service that my/our tax matters are in order;
2. confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partially exercises, or may exercise, control of the enterprise appears on the Register of Tender Defaulters established in terms of the Preventing and Combating of Corrupt Activities Act of 2004;
3. confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control of the enterprise, has within the last five years been convicted of fraud or corruption;
4. 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;
5. confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed..... Date.....

Name..... Position.....

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION**

T2.2 A DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2) ..... 52

T2.2 B CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION ..... 54

T2.2 C COMMISSIONER OF OATH CERTIFICATION..... 55

T2.2 D DECLARATION OF INTEREST (MBD 4)..... 56

T2.2 E DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT  
PRACTICES (SDB 8)..... 59

T2.2 F CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9) ..... 61

T2.2 G FORM OF INTENT TO PROVIDE GUARANTEE ..... 64

T2.2 H LETTER OF INTENT TO PROVIDE INSURANCE ..... 67

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**T2.2 A DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)**

<b>SOUTH AFRICAN REVENUE SERVICES</b>	Tender No: .....
	Closing Date: .....
<b>DECLARATION OF GOOD STANDING REGARDING TAX</b>	
<b>PARTICULARS</b>	
1. Name of Taxpayer/Tenderer: .....	
2. Trade Name: .....	
3. Identification Number: (If applicable) .....	
4. Company / Close Corporation registration number: .....	
5. Income Tax reference number: .....	
6. VAT registration number: (If applicable) .....	
7. PAYE employer's registration number: (If applicable) .....	
8. Monetary value of tender: .....	
<b>DECLARATION</b>	
I, ..... the undersigned, the above taxpayer/tenderer, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes:	
(i) Have been satisfied in terms of the relevant Acts; or	
(ii) That suitable arrangements have been made with the Receiver of Revenue, ..... to satisfy them.*	
.....	.....
<b>SIGNATURE</b>	<b>CAPACITY</b>
	<b>DATE</b>
<b>PLEASE NOTE:*</b> The declaration (ii) cannot be made unless formal arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/outstanding tax returns.	

**\*Failure to complete the above information will result in the disqualification of the tender.**

(Tenderer to submit an ORIGINAL, COMPLETED FORM FROM SARS NOT OLDER THAN 4 MONTHS)

Signed..... Date .....

Name..... Position.....

Tenderer.....



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



### TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

Signed..... Date .....

Name..... Position.....

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**T2.2 B CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION**

The tenderer is to affix to this page:

- Written proof of his registration with the CIDB as a Category 7CE or higher

CIDB REGISTRATION		
COMPANY NAME	REGISTERED YES/NO	CIDB REGISTRATION NUMBER
and Joint Venture Partner 2 (if applicable)		

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this tender not being further considered for the award of the contract.
2. Should this tender be considered for award of the contract, based on proof of submission of application for registration in the appropriate category with the CIDB, and should proof of such subsequent registration not be forthcoming to the employer by the time of award of the contract, then this tender will no longer be considered for the award of the contract.

Signed..... Date .....

Name..... Position.....

Tenderer.....



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2





**T2.2 C COMMISSIONER OF OATH CERTIFICATION**

SIGNATURE .....

DULY AUTHORISED TO SIGN

ON BEHALF OF .....

ADDRESS .....

.....

.....

.....

TELEPHONE No. ....

DATE .....

**COMMISSIONER OF OATHS:**

SIGNATURE: .....

DATE: .....

STAMP:

**MUST BE DATE STAMPED AND SIGNED BY A COMMISSIONER OF OATHS**



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



**T2.2 D DECLARATION OF INTEREST (MBD 4)**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

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

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>“State” means –

- (a) any national or provincial Nala Local Municipality, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



KGOTSONG/BOTHAVILLE: UPGRADING OF SEWER OUTFALL REMAINING PHASES

**2.7** Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed: .....

Position occupied in the state institution: .....

Any other particulars:  
.....  
.....  
.....

**2.7.2** If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

**2.7.2.1** If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:  
.....  
.....  
.....

**2.8** Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:  
.....  
.....  
.....

**2.9** Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.  
.....  
.....  
.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



KGOTSONG/BOTHAVILLE: UPGRADING OF SEWER OUTFALL REMAINING PHASES

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES/NO

2.10.1 If so, furnish particulars.
.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES/NO

2.11.1 If so, furnish particulars:
.....
.....
.....

3 FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

Table with 4 columns: Full Name, Identity Number, Personal Income Tax Reference Number, State Employee Number. It contains 5 empty rows for data entry.

4. DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

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

..... Signature Date

..... Position Name of bidder

Contractor signature box

Contractor

Witness 1 signature box

Witness 1

Witness 2 signature box

Witness 2

Employer signature box

Employer

Witness 1 signature box

Witness 1

Witness 2 signature box

Witness 2

**T2.2 E DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MDB 8)**

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
- abused the institution's supply chain management system;
  - committed fraud or any other improper conduct in relation to such system; or
  - failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(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).</p> <p><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></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><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></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



KGOTSONG/BOTHAVILLE: UPGRADING OF SEWER OUTFALL REMAINING PHASES

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**T2.2 F CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)**

- 1 This Standard Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging)<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

Signed..... Date .....

Name..... Position.....

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

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

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

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

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

\_\_\_\_\_  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a. has been requested to submit a bid in response to this bid invitation;
  - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
  - i. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
6. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a. prices;
  - b. geographical area where product or service will be rendered (market allocation)
  - c. methods, factors or formulas used to calculate prices;
  - d. the intention or decision to submit or not to submit, a bid;
  - e. the submission of a bid which does not meet the specifications and conditions of the bid; or
  - f. bidding with the intention not to win the bid.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





KGOTSONG/BOTHAVILLE: UPGRADING OF SEWER OUTFALL REMAINING PHASES

- 8. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 9. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**T2.2 G FORM OF INTENT TO PROVIDE GUARANTEE AND A BANK RATING LETTER**

With reference to Clause C3.3 of the contact, The Tenderer must attach hereto a letter from the bank or institution with whom he has made the necessary arrangements, to the effect **that the said bank or institution will be prepared to provide a completed guarantee in the format below, without any amendments** when asked to do so. The Pro-forma below is for the tenderers use.

**PRO-FORMA OF A FORM OF GUARANTEE**

Employer' name and address: **NALA LOCAL MUNICIPALITY  
8 PRELLER STREET, BOTHAVILLE, 9660**

Contract No: **TENDER No. NLM/TS/014/2023-24**

At: **KGOTSONG / BOTHAVILLE**

Contract title: **KGOTSONG/BOTHAVILLE: UPGRADING OF SEWER OUTFALL  
REMAINING PHASES**

**PERFORMANCE GUARANTEE**

WHEREAS \_\_\_\_\_

(hereinafter referred to as "the Employer") entered into, a contract with

(hereinafter called the "the Contractor") on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

for the **KGOTSONG/BOTHAVILLE: UPGRADING OF SEWER OUTFALL REMAINING PHASES**

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

AND

WHEREAS \_\_\_\_\_(hereinafter referred to as "the Guarantor"). Has/have at the request of the Contractor, agreed to give such guarantee;

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

2. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions of extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.

3. This guarantee shall be limited to the payment of a sum of money

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



KGOTSONG/BOTHAVILLE: UPGRADING OF SEWER OUTFALL REMAINING PHASES

4. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor. However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 50%, which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period.

5. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

6. Our total liability hereunder shall not exceed the sum of \_\_\_\_\_ (in words)

R\_\_\_\_\_ (in figures)  
(10% of the tender sum) that amount I/we agree to hold at your disposal.

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

I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer

8. I/We hereby choose our address for the serving of all notices for all purposes arising here from as \_\_\_\_\_

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



KGOTSONG/BOTHAVILLE: UPGRADING OF SEWER OUTFALL REMAINING PHASES

---

IN WITNESS WHEREOF this guarantee has been executed by us at \_\_\_\_\_

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

As witnesses:

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

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

Duly authorized to sign on behalf of (Guarantor) \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



### T2.2 H LETTER OF INTENT TO PROVIDE INSURANCE & INDEMNITY

The Contractor hereby agrees to indemnify, hold harmless and defend Nala Local Municipality and their officers, employees, agents and representatives, from and against the following liabilities arising as a result of the execution of the work:

- 1.1 Any liability with regard to claims by governmental authority's or others for non-compliance by Contractor of any Act of Parliament law, ordinance, regulation or by-law made by a lawful authority provided that such compliance therewith was required for the execution of the Contract or at Law.
- 1.2 Any liability arising from actual or alleged public or private nuisance arising out of negligent acts or omissions to act of Contractor or its Subcontractors, or of their employees.
- 1.3 Any liability arising from loss or damage to Contractor and/or Subcontractor's equipment and their other property on site.
- 1.4 Any liability arising from claims with regard to the death of/or injury or sickness or disease to Contractor' employees or the death of/or injury or sickness or disease to third parties.
- 1.5 Any liability arising from any loss of/or damage to property belonging to a third party.
- 1.6 Any liability arising from actual or asserted infringement or improper appropriation or use of patents, copyrights, proprietary information or know- how in respect of the work designed by/or under the responsibility of the Contractor.
- 1.7 Any liability arising from the death or injury or loss or damage to property of third parties or Nala Municipality's property as a result of the negligent acts or omissions of contractors or its subcontractor's employees.
- 1.8 Contractor shall indemnify Nala Local Municipality against all claims, proceedings, damages and costs of whatsoever nature arising out of contravention of environmental legislation.

I, \_\_\_\_\_ the undersigned (duly authorized to sign) hereby declare that I have read and understood the above mentioned and agree to all the above.

<b>COMPANY:</b>	
<b>ADDRESS:</b>	
<b>TEL:</b>	
<b>CELL:</b>	

Signed..... Date .....

Name..... Position.....

Tenderer.....



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



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

T2.3 A ORGANOGRAM AND CURRICULA VITAE OF KEY PERSONNEL ..... 69  
T2.3 B PROJECT PROGRAMME AND METHOD STATEMENT ..... 70  
T2.3 C ADDITIONAL DOCUMENTS ..... 71

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**T2.3 A ORGANOGRAM AND CURRICULA VITAE OF KEY PERSONNEL**

The Tenderer shall supply an organogram for the management of the contract and indicate the key personnel according to the format below. The CV shall provide evidence of relevant experience of the key staff in the organogram. The personnel included here shall be used on the project unless otherwise agreed by the Engineer.

<b>DIRECTOR / ENGINEER</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 EXPERIENCE</b>

<b>SITE AGENT</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 EXPERIENCE</b>

<b>FOREMAN / 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>

Signed..... Date .....

Name..... Position.....

Tenderer.....



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



**T2.3 B PROJECT PROGRAMME AND METHOD STATEMENT**

Tenderer to supply project programme, using acceptable software, in sufficient detail to cover the various facets of the work.

This programme is to be supported by a method statement indicating the tenderer’s proposed work plan for the construction of the works.

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.

In addition to the project programme outlined above, tenderers are required to submit a comprehensive method statement, proposal, or approach paper detailing their intended strategy for executing the construction works. This document should provide a clear outline of the methodologies, procedures, and techniques that the tenderer intends to employ throughout the project lifecycle. It should address key aspects such as project planning, resource allocation, risk management, quality control measures, health and safety protocols, and environmental considerations.

The method statement, proposal, or approach paper should demonstrate the tenderer's understanding of the project requirements and their ability to deliver the works efficiently, safely, and in accordance with the specified standards and timelines. It should also highlight any innovative approaches or value-added initiatives that the tenderer proposes to implement.

Tenderers are encouraged to align their method statement, proposal, or approach paper with the project specifications and any additional requirements specified therein. This document will be reviewed alongside the project programme to assess the overall suitability and feasibility of the tenderer's submission.

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

Signed..... Date .....

Name..... Position.....

Tenderer.....



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2





### T2.3 C ADDITIONAL SUPPORTING DOCUMENTS

Tenders shall attach additional supporting documentation, if applicable. Please list below:

1. Certified valid certificate of B-BBEE Status Level of Contributor as issued by an accredited body. If tendered as a Joint Venture a combined B-BBEE Status Level of Contributor must be submitted to qualify for evaluation points. To be attached to the relevant Form in Part 2.2 Returnable Schedules. (Refer to F2.23)
2. Certified copy of VAT Registration Certificate (Refer to F2.23)
3. Valid letter of good standing (COIDA) (Refer to F2.23)
4. ....
5. ....

Signed..... Date .....

Name..... Position.....

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## THE CONTRACT

- PART C1      AGREEMENT AND CONTRACT DATA
- PART C2      PRICING DATA
- PART C3      SCOPE OF WORKS
- PART C4      SITE INFORMATION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**PART C1: AGREEMENT AND CONTRACT DATA**

C1.1 FORM OF OFFER AND ACCEPTANCE.....74

C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993) AND CONSTRUCTION REGULATIONS, 2014 .....79

C1.3 PERFORMANCE GUARANTEE .....81

C1.4 CONTRACT DATA .....86

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

**OFFER**

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

**KGOTSONG/BOTHAVILLE: UPGRADING OF SEWER OUTFALL REMAINING PHASES.** The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly 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.

**For the Tenderer:**

As witness:

.....  
Signature

.....  
Signature

.....  
Name

.....  
Name

.....  
Capacity

.....  
Date

.....  
Name and address of organization:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**ACCEPTANCE**

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

The terms of the contract, are contained in

- Part 1      Agreements and Contract Data, (which includes this Agreement)
- Part 2      Pricing Data
- Part 3      Scope of Work.
- Part 4      Site Information

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

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

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



KGOTSONG/BOTHAVILLE: UPGRADING OF SEWER OUTFALL REMAINING PHASES

**For the Employer:**

As witness:

.....  
Signature

.....  
Signature

.....  
Name

.....  
Name

.....  
Capacity

.....  
Date

.....  
Name and address of organization:



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



Schedule of Deviations

Notes:

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

1 Subject .....

Details .....

2 Subject .....

Details .....

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



KGOTSONG/BOTHAVILLE: UPGRADING OF SEWER OUTFALL REMAINING PHASES

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

For the Tenderer:

For the Employer:

.....	Signature	.....
.....	Name	.....
.....	Capacity	.....

Name and address of organization:

Name and address of organization:

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

.....	Witness Signature	.....
.....	Witness Name	.....
.....	Date	.....



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2





**C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993) AND CONSTRUCTION REGULATIONS, 2014**

THIS AGREEMENT made at ..... on this the ..... day of  
 ..... in the year..... between **NALA LOCAL MUNICIPALITY**,  
 (hereinafter called "the Employer") on the one part, herein represented by  
 ..... in his capacity as  
 ..... and delegate of the Employer  
 and.....  
 (hereinafter called "the Principal Contractor") of the other part, herein represented by  
 ..... in his capacity as  
 .....

WHEREAS the Employer is desirous that certain works be constructed, **CONSTRUCTION OF OUTFALL SEWER LINE IN BOTHAVILLE** and has accepted a tender by the Principal Contractor for the construction, completion & maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 and the Construction Regulation, February 2014);

NOW THEREFORE THIS AGREEMENT WITNESSED AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or Employer's agent requiring him to commence the execution of the Works, to either:
  - a) the date of the final certificate issued in terms of clause 6.1 of the General Conditions of Contract for Construction Works 2015 (3<sup>rd</sup> Edition) as issued by the South African Institution of Civil Employer's agenting (hereinafter referred to as "the GCC 2015"),
  - b) as contained in the contract documents pertaining to this contract, or
  - c) the date of termination of the contract in terms of clauses 9.1, 9.2 or 9.3 of the GCC 2015.
3. The Principal Contractor declares himself to be conversant with the following: -
  - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
    - i) Section 8: General duties of employers to their employees.
    - ii) Section 9: General duties of employers and self-employed persons to persons other than employees.
    - iii) Section 37: Acts or omissions by employees or mandatories and
    - iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.

[Signature box]

Contractor

[Signature box]

Witness 1

[Signature box]

Witness 2

[Signature box]

Employer

[Signature box]

Witness 1

[Signature box]

Witness 2



KGOTSONG/BOTHAVILLE: UPGRADING OF SEWER OUTFALL REMAINING PHASES

- v) Construction Regulations February 2014, and other safety regulations, as applicable.
- b) The procedures and safety rules of the employer as pertaining to the Principal Contractor and to all his sub-contractors.
- 4. The Principal Contractor is responsible for the compliance with the Act by all his sub-contractors, whether or not selected and/or approved by the employer.
- 5. The Principal Contractor warrants that all his and his sub-contractors' employees are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
- 6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:
  - a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal Contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal Contractor obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Nala Local Municipality of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.

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

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

WITNESS: 1..... 2 .....

NAME

(IN CAPITALS) 1..... 2 .....

SIGNED FOR AND ON BEHALF OF THE CONTRACTOR: .....

WITNESS: 1..... 2 .....

NAME

(IN CAPITALS) 1..... 2 .....

[Signature box]

Contractor

[Signature box]

Witness 1

[Signature box]

Witness 2

[Signature box]

Employer

[Signature box]

Witness 1

[Signature box]

Witness 2