

# INGQUZA HILL LOCAL MUNICIPALITY



## REPAIRS OF ROOF AT LUSIKISIKI OFFICES IN WARD 15

### JOINT BUILDING CONTRACTS COMMITTEE (JBCC)

**CONTRACTOR CIDB GRADING: 3GB  
BID NUMBER: IHLM/137/2023-24/ROADS**

**TENDERER :**

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**TENDER SUM :**

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**CLOSING DATE : 21 MAY 2024 @ 12H00**

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**TIME OF COMPLETION : 3 MONTHS**

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#### ISSUED BY EMPLOYER



The Municipal Manager  
INGQUZA HILL LOCAL MUNICIPALITY  
135 Main Street  
Flagstaff  
4810  
Tel:(039) 252 0131/61  
Fax:(039) 252 0699



**EXPANDED PUBLIC WORKS PROGRAMME**

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# TENDER DOCUMENT CHECKLIST

Tenderers must complete this document checklist to ensure that all information is completed in the Tender Document.

Page	Ref	Description	Included
		<b>All pages requiring signatures signed by the Tenderer</b>	
	<b>MBD1</b>	<b>Correct Tender Offer Amount carried forward to Form MBD1</b>	
	<b>C1.1</b>	<b>Form of Offer duly completed</b>	
	<b>C1.2</b>	<b>Contract Data: Part 2 – Data provided by Contractor</b>	
	<b>C2.2</b>	<b>Bill of Quantities</b>	
		Sign and date Final Summary	
		Completed in BLACK INK only	
		Corrections crossed out and initialled	
	<b>T2.1</b>	<b>All Returnable Documents and Schedules submitted</b>	
	<b>1A.</b>	Joint Venture Disclosure Form (where applicable).	
	<b>1B.</b>	Compulsory Enterprise Questionnaire.	
	<b>1C.</b>	Record of Addenda to Tender Documents.	
	<b>1D.</b>	Proposed Amendments and Qualifications.	
	<b>1E.</b>	Schedule of Subcontractors.	
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	<b>2G.</b>	Surety and Bank Details.	
	<b>2H.</b>	Company Composition.	
	<b>2I.</b>	Declaration of Interests (Kinship, Relationship with persons employed by INGQUZA HILL LOCAL MUNICIPALITY).	

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	<b>2J.</b>	Declaration of Interest (in the Service of the State) (MBD 4).	
	<b>2K.</b>	Company Profile	
	<b>2L.</b>	Certified copies of identity document for directors	
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	<b>3A</b>	Adjudication of Tenders on a points basis.	

# **THE TENDER DATA**

**PART T1 TENDERING PROCEDURE**

Bids are hereby invited from suitable qualified and experienced service providers for the following services:

CONTRACT NO.	DESCRIPTION	CIDB GRADING	CLOSING DATE
<b><u>IHLM/137/2023-24/ROADS</u></b>	Renovations for Lusikisiki Offices	Grade 3GB	21 May 2024 at 12h00 Flagstaff Municipal Offices

**Evaluation criteria: Functionality:** Experience and capability 50 Points, Promotion of Local Enterprise 10 Points, Methodology 20 points, Comprehensive company profile 20 Points. Bidders to meet a minimum of 70 points to proceed to **80/20 Price=80 points** **80/20. Specific Goals=20 points: Race (9), People with disability (2), Youth (5) and Women (4)**

**Enquiries:** Technical enquiries shall be addressed to Technical Services 039 252 0131/ [ahlehliso@ihlm.gov.za](mailto:ahlehliso@ihlm.gov.za). Supply Chain Management at **039 252 0131. [pdlomo@ihlm.gov.za](mailto:pdlomo@ihlm.gov.za)**.

**Tender validity period:** 90 (ninety) days after tender closing date

**REQUIRED DOCUMENTS:**

Potential bidders are urged to submit the following attachments when submitting their proposals, failure to do so will lead to disqualification.

- Signed Declaration forms MBD 1-9 attached on the Tender Document
- Full CSD Report
- CIDB Proof of registration
- Signed Joint Venture Agreement

**OBTAINING OF TENDER DOCUMENTS:**

Tender documents for this project can be downloaded on our website. [www.ihlm.gov.za](http://www.ihlm.gov.za). **Procurement: Adverts.**

**TENDER SUBMISSION AND OPENING**

Tenders/Proposals must be submitted by hand at 135 Main Street, Flagstaff, 4810 (Procurement Section) **by 12:00 local time on the 21 May 2024.**

Tenders should be sealed, endorsed on the envelope with: **IHLM/137/2023-24/ROADS**

**CONDITIONS OF ACCEPTANCE:**

The Ingquza Hill Local Municipality is under no obligation to accept any proposal/tender and reserves the right to accept the whole or any part of the proposal/tender. No proposal/tenders will be considered from persons in the service of the state, the bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; the bidder has not: abused the Employer's Supply Chain Management System; or failed to perform on any previous contract and has been given a written notice to this effect.. Bidders must note that upon award, bidders will be required to submit rates clearance certificate from their respective municipalities. Bidders who reside within the Municipal jurisdiction will be verified with IHLM Revenue section. The Ingquza Hill Local Municipality's supply chain policy will apply in all tender stages.

**NB. No faxed, couriered, emailed tenders will be accepted.**

The municipality reserves the right to extend the tender period by notice in the press and on the municipality's official website [www.ihlm.gov.za](http://www.ihlm.gov.za)

\_\_\_\_\_  
**V.C Makedama**  
**Municipal Manager**



**MBD 1  
INVITATION TO TENDER**

PART A  
INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE INGQUZA HILL LOCAL MUNICIPALITY</b>					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.  
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

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

DATE: .....

**MBD 4**

**DECLARATION OF INTEREST**

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

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....

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

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

<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

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.  
.....  
.....

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

3.11.1 If yes, furnish particulars  
.....  
.....

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

3.12.1 If yes, furnish particulars.  
.....  
.....

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

3.13.1 If yes, furnish particulars.  
.....  
.....

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

3.14.1 If yes, furnish particulars:  
.....  
.....

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

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:

## T1.2 Tender Data

The conditions of tender are those contained in the latest edition of SANS 10845-3, *Construction Procurement – Part 3: Standard conditions of tender*.

SANS 10845-3 makes 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 provisions of SANS 10845-3.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	Ingquza Hill Local Municipality
3.2	<p>The tender documents issued by the employer comprise the following documents:</p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract data</b></p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Performance Bond</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 - Pricing assumptions</p> <p>C2.2 - Bill of Quantities</p> <p><b>Part C3: Scope of work</b></p> <p>C3 - Scope of work</p> <p><b>Part C4: Site information</b></p> <p>C4 - Site information</p>

3.2	<p>The tender documents issued by the employer comprise:</p> <p><b>Volume 1: Tendering procedures</b>  T1.1 Tender notice and invitation to tender  T1.2 Tender data</p> <p><b>Volume 2: Returnable documents</b>  T2.1 List of returnable documents  T2.2 Returnable schedules</p> <p>C1.1 Form of offer and acceptance  C1.2 Contract data (part 2)  C2.2 Activity schedules / Bills of Quantities</p> <p><b>Volume 3: The contract</b>  <b>Part C1: Agreements and contract data</b>  C1.2 Contract data (part 1)  C1.3 Form of Guarantee</p> <p><b>Part C2: Pricing data</b>  C2.1 Pricing assumptions</p> <p><b>Part C3: Scope of work</b>  C3 Scope of work</p> <p><b>Part C4: Site information</b>  C4 Site information</p>
3.2	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	<p>The employer's agent is :</p> <p>Name: A.Hlehliso  Address: 135 Main Street  Flagstaff  4810  Tel: 039 2520 131  Fax: 039 2520 699  E-mail: <a href="mailto:ahlehliso@ihlm.gov.za">ahlehliso@ihlm.gov.za</a></p>
3.4	The language for communications is English
3.6	A two-stage system will not be followed
4.1	<p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 3GB or Higher class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the 3GB or Higher class of construction work; and</li> <li>3. the combined contractor grading designation 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 3GB or Higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</li> <li>4. The project is one month contract.</li> </ol>

4.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
4.12	No alternative tender offers will be considered
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original.
4.13.5 4.15	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p><b>Location of tender box:</b> SCM  <b>Physical address:</b> 135 Main Street Flagstaff 4810  <b>Identification details:</b> Tender reference number, Title of Tender and the closing date and time of the tender</p>
4.13.4	<p>The tenderer is required to submit with his tender the following certificates:</p> <ul style="list-style-type: none"> <li>• CIDB proof of registration</li> <li>• Letter of intent from an approved insurer undertaking to provide the Performance Bond.</li> <li>• CSD Proof of registration</li> <li>• Signed joint venture agreements by Directors</li> </ul>
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
4.16	The tender offer validity period is 90 days.
5.4	Tenders will be opened immediately after the closing time for tenders at 12:00 hrs at 135 Main Street, Flagstaff, 4810 (Procurement Section)



5.11.5	<p>The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, quality and preference)</p> <p>The total number of tender evaluation points (<math>T_{EV}</math>) shall be determined in accordance with the following formula.</p> $T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$ <p>where <math>f_1</math> and <math>f_2</math> are fractions, <math>f_1</math> equals 1 minus <math>f_2</math> and <math>f_2</math> equals 2</p> <p><math>N_{FO}</math> is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7 where the score for financial offer is calculated using the following formula</p> $A = (1 - \frac{P - P_m}{P_m})$ <p>and <math>W_1</math> equals:</p> <ol style="list-style-type: none"> <li>1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 million or</li> <li>2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 million</li> </ol> <p><math>N_P</math> is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule</p> <p><math>N_Q</math> is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9 where <math>W_2 = 100</math>.</p> <p>Up to 100 minus <math>W_1</math> tender evaluation points will be awarded to tenderers who complete the referencing schedule and who are found to be eligible for the preference claimed.</p>
5.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government ( see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> ) unless it is a foreign supplier with no local registered entity</li> <li>b) N.B:the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document</li> <li>c) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>d) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>e) the tenderer has not: <ol style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ol> </li> </ol>
5.17	The number of paper copies of the signed contract to be provided by the employer is one.

PRE-QUALIFICATION POINTS	CATEGORY	AND	DESCRIPTION			
Criteria				Maximum Possible Points	Weight	Maximum Value
<b>1.CAPACITY: LIST OF KEY PERSONNEL</b>				<b>20</b>	<b>4</b>	
<b>Project Manager</b>						
Project Manager; Graduate in Built Environment or Civil Engineering or Equivalent with 3 years' experience in Building construction works						5
Project Manager; Graduate in Built Environment or Civil Engineering or Equivalent with 2 years' experience in Building construction works						4
Project Manager; Graduate in Built Environment or Civil Engineering or Equivalent with 1 years' experience in Building construction works						3
Bidder has submitted no information or inadequate information to determine the scoring level						0
<b>2. COMPANY EXPERIENCE</b>				<b>30</b>	<b>6</b>	
The Tenderer should have successfully completed three (3) projects in Building construction/maintenance with a value equal to or greater than R1 000 000.00 (Attach letters of appointment, completion certificate and reference letter)						5
The Tenderer should have successfully completed two (2) projects in Building construction/maintenance with a value equal to or greater than R1 000 000.00 (Attach letters of appointment, completion certificate and reference letter)						4
The Tenderer should have successfully completed one (1) projects in Building construction/maintenance with a value equal to or greater than R1 000 000.00 (Attach letters of appointment, completion certificate and reference letter)						3
Bidder has submitted no information or inadequate information to determine the scoring level						0
<b>3. METHODOLOGY</b>				<b>20</b>	<b>4</b>	
Preventative methodology with both the works programme and Cash flow projection						5
Preventative methodology approach with only works programme or only Cash flows						4
Present methodology approach only						3
Bidder has submitted no method statement or Cash flow and works programme						0
<b>4.COMPANY PROFILE</b>				<b>20</b>	<b>4</b>	
The Bidder must provide a comprehensive and consolidated company profile.						5
Bidder has submitted no company profile						0
<b>5. LOCALITY</b>				<b>10</b>	<b>2</b>	
<b>Promotion of local enterprise:10 points within the jurisdiction of Ingquza Hill Local Municipality and 6 points from South Africa. Proof to be attached.</b>						
						5
						3

**F.4 ADDITIONAL CONDITIONS OF TENDER**

The additional conditions of tender are:

**F.4.1 Compliance with Occupational Health and Safety Act No. 85 of 2003**

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 2003 and the Construction Regulations 2003 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, Health and Safety Plan in T2.2 : Returnable Schedules, a detailed 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) National disaster management act No 57 of 2002 and Covid -19 Regulations
- (2) 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, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) 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 Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.

**F.4.2 Eligibility with respect to expanded public works programme**

This Contract will conform to the guidelines for the Expanded Public Works Programme project.

**F.4.3 Claims arising after submission of tender**

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer after the submission of any tender and the Tenderer shall be deemed to have:

- 1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.

- 2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself 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 and made the necessary provisions for any additional costs involved thereby.
- 4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer at once to have the same rectified, as no liability will be admitted by the Employer/Employer in respect of errors in any tender due to the foregoing.

- 5) received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.

#### **F.4.4 Imbalance in tendered rates**

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are 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 evidence requested, 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 as tendered or, if applicable, the corrected total of prices in accordance with F.3.9.3.

Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

#### **F.4.5 Community liaison officer**

The contractor shall in his dealings with the communities affected by the project, work with the Project Steering Committee (PSC) which has been elected by the ISD Officer / Social Facilitator appointed by the Employer. The PSC acts as a communication structure between the project and the community. The process of appointing the Community Liaison Officer (CLO) is also facilitated by the Social Facilitator together with the PSC. The CLO acts as a link between the contractor and the labourers and the PSC, and attends to all labour related issues. The CLO facilitates labour recruitment through the PSC.

The CLO and the Executive structure of the PSC (Chairperson, Vice-Chairperson and the Secretary) attend monthly project progress report meetings (site) besides the PSC meetings attended by the full PSC. The contractor must include in his rates the costs of attending and average of one meeting each month. The CLO is appointed for the period of physical construction, plus a period of 14 days prior to this period. The contractor will provide office and stationery to the CLO to be able to perform his or her duties.

The ISD Consultant shall prepare and facilitate the signing of the contract between the CLO and the contractor. Remuneration of the CLO R6000 per month for the period of employment and will change in accordance with change in rates from the Department of Labour. A CLO who fails in the responsibilities he/she is given will be replaced following the procedures as stipulated in his or her contract with the contractor. The Terms of reference for the CLO shall be provided by the ISD Consultant.

#### **F.4.6 Labour intensive construction/use of local labour**

It is a requirement of the Contract that the work be executed in such a manner as to maximise the use of labour intensive construction systems in order to provide the local community with employment opportunities.

#### **F.4.7 Invalid tenders**

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer (the tender price/amount) is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data);
- b) if the tender is not completed in non-erasable ink;
- c) if the Form of Offer and Acceptance has not been signed;
- d) if the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable.

#### **F.4.11 Price variations**

The Contract Price shall not be subject to any contract price adjustment, the rates and prices tendered in the bills of quantities shall be final and binding throughout the period of the contract any additional period that the contract will be extended by including any period of undue extension.

#### **F.4.14 Requests for contract documents, or parts thereof, in electronic format**

The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

- (a) Electronic copies of the contract document, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.
- (b) The electronic version shall not be regarded as a substitute for the issued tender documents.

- (c) The Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered.
- (d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. 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.
- (e) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender document as contemplated in F.2.11, shall render the tender invalid. 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.
- (f) In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.
- (g) The Tenderer must make provision in his tender for all labour, materials, construction equipment, temporary works, supervision, office overheads, profit, all statutory taxes and duties and everything else which is required to execute the works in accordance with the tender document, adopting labour intensive construction methodology and applicable legislation.

**PART T2    RETURNABLE DOCUMENTS**

**T2.1 LIST OF RETURNABLE DOCUMENTS**

The Tenderer must complete the following returnable documents:

**1. Returnable Schedules required only for tender evaluation purposes**

- A. Joint Venture Disclosure Form (where applicable);
- B. Compulsory Enterprise Questionnaire;
- C. Record of Addenda to Tender Documents;
- D. Proposed Amendments and Qualifications;
- E. Schedule of Subcontractors;
- F. Schedule of Plant and Equipment;
- G. Schedule of the Tenderer's Experience (not for Ingquza Hill Local Municipality);
- H. Schedule of work undertaken for Ingquza Hill Local Municipality;
- I. Contractors Key Personnel and Detailed CV's (*including NQF Qualification*);
- J. Health and Safety Plan;
- K. Detailed Preliminary Program;
- L. Schedule of Estimated Monthly Expenditure;
- M. Detailed Methodology;
- N. Contractor's Establishment on Site;

**2. Other documents required only for tender evaluation purposes**

- A. Certificate of Contractor Registration issued by the Construction Industry Development Board;
- B. Tax Clearance Certificate (MBD 2);
- C. Where the tendered amount inclusive of VAT exceeds R 10 million:
  - Audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
  - Certificate 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;
  - 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;
  - 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;
- D. Certificate of Tenderer's visit to the site;
- E. Certificate of Authority for Signature;
- F. Alterations by Tenderer;
- G. Surety and Bank Details;
- H. Company Composition;
- I. Declaration of Interests (Kinship, Relationship with persons employed by IHLM);
- J. Declaration of Interest (in the Service of the State) (MBD 4);
- K. Company Profile (include current and latest projects);
- L. Certified copies of identity document for directors;
- M. Declaration (Validity of Information Provided).



**3. Other documents that will be incorporated into the contract**

C1.1 Offer and Acceptance;

C1.2 Contract Data (Part 2);

C1.9 Certificate of Authority for Signatory to Agreement in Terms of Occupational Health and Safety Act 1993 (Act No 85 of 1993 As Updated In Gov. Gazette 7721 Of 18 July 2003);

C1.10 Agreement In Terms Of The Occupational Health And Safety Act 1993  
(Act No. 85 Of 1993, As Updated In Government Gazette 7721 Of 18 July 2003);

C1.11 Certificate Of Authority For Signatory To Agreement In Terms Of The Constitution Of The Republic Of South Africa, Environmental Conservation Act And Environmental Management Act;

C1.12 Agreement In Terms Of The Constitution Of The Republic Of South Africa, Environmental Conservation Act And Environmental Management Act;

C2.2 Bill of Quantities.

**T2.2 RETURNABLE SCHEDULES**

**1A. JOINT VENTURE DISCLOSURE FORM GENERAL**

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

**1. JOINT VENTURE PARTICULARS**

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

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

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

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

.....

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

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

.....

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

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

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

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

.....

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

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

.....

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

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

.....

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

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

**5. OWNERSHIP OF THE JOINT VENTURE**

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

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

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

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

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

.....  
.....

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

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

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

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

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

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

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

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

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

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

(a) Joint Venture cheque signing

.....  
 .....

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

.....  
 .....

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

.....  
 .....

(d) Acquisition of lines of credit

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

(e) Acquisition of performance bonds

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

(f) Negotiating and signing labour agreements

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

**8. MANAGEMENT OF CONTRACT PERFORMANCE**

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

(a) Supervision of field operations

.....

(b) Major purchasing

.....

(c) Estimating

.....

(d) Technical management

.....

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

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

.....  
.....

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

.....

.....

.....

.....

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

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

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

**10. PERSONNEL**

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

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

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

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

(i) Number currently employed by Affirmable Joint Venture Partners

.....



(ii) Number currently employed by the Joint Venture

.....

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

.....

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

.....

.....

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

.....

.....

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

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

.....

.....

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

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

**Signature** .....

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

Name.....

Address.....

Telephone.....

Date.....

### Annual Financial Statements Declaration

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

- 1) The enterprise's financial year end is .....
- 2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable
- 3) The enterprise has compiled its financial accounts [tick one box]:
  - internally  independently
  -
- 4) The following statement applies to the enterprise [tick one box and provide relevant information]
  - enterprise has had its financial statements audited;  
name of auditor .....
  - enterprise is required by law to have an independent review of its financial statements  
name of independent reviewer .....
  - enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements
- 5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end.  
*[Attach the income statement and the balance sheet contained in the financial statement]*
- 6) The annual turnover for the last financial year is R .....
- 7) The total assets as at the end of the last financial year is R .....
- 8) The total liabilities as at the end of the financial year is R .....

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

**1B. Compulsory Declaration**

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

**Section 1: Enterprise Details**

<b>Name of enterprise:</b>	
<b>Contact person:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Cell no</b>	
<b>Fax:</b>	
<b>Physical address</b>	
<b>Postal address</b>	

**Section 2: Particulars of companies and close corporations**

<b>Company / Close Corporation registration number</b>	
--	--

**Section 3: SARS Information**

<b>Tax reference number</b>	
<b>VAT registration number:</b>	<i>State Not Registered if not registered for VAT</i>

**Section 4: CIDB registration number**

<b>CIDB Registration number (if applicable)</b>	
---	--

**Section 5: National Treasury Central Supplier Database**

<b>Supplier number</b>	
<b>Unique registration reference number</b>	

**Section 6: Particulars of principals**

**principal:** means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

<b>Full name of principal</b>	<b>Identity number</b>	<b>Personal tax reference number</b>

Attach separate page if necessary

**Section 7: Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

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

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service <i>(tick appropriate column)</i>	
		Current	Within last 12 months

\*insert separate page if necessary

**Section 8: Record of family member in the service of the state**

**family member:** a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

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

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service <i>(tick appropriate column)</i>	
		Current	Within last 12 months

\*insert separate page if necessary

**Section 9: Record of termination of previous contracts with an organ of state**

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

Yes       No (Tick appropriate box)

If yes, provide particulars (interest separate page if necessary)

**Section 10: Declaration**

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
  - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
  - b) National Treasury’s Database of Restricted Suppliers (see [www.treasury.gov.za](http://www.treasury.gov.za))
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has 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;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer’s tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Name .....

Date .....

Position .....

*Enterprise name* .....

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with

the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

**1C. 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>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

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

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

Enterprise name .....

**1D. PROPOSED AMENDMENTS AND QUALIFICATIONS**

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

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

Page	Clause or item	Proposal

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

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

*Enterprise name* .....



**1E. SCHEDULE OF SUBCONTRACTORS**

With regard to Clause 4.4 of the General Conditions of Contract:

The tenderer shall list below at least two (2) special items of work on this Contract on which he intends to subcontract and the names of the subcontractors will be supplied from Ingquza Hill local municipality's SMME data base.

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

	<b>Special Item of Work</b>	<b>Estimated amount of work (R)</b>
1.		
2.		
3.		
4.		

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

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

*Enterprise name* .....

**1F. SCHEDULE OF PLANT AND EQUIPMENT**

The Tenderer must state below what construction plant of his own will be available to the project. Failure to complete this schedule will be taken to indicate that Tenderer does not have access to adequate plant and equipment. Proof of ownership or hiring shall be attached to ensure adequate completion of this tender document.

N/A

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

Signature of Tenderer:.....

Date: .....

<b>Commissioner of Oath</b>	<b>Official Stamp</b>
Signature.....	
Date.....	



**11. HEALTH AND SAFETY PLAN**

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 2003 and the Construction Regulations 2003 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) National disaster Management Act No 57 of 2002 and Covid-19 Regulations
- (2) 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, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) 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.**

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

Signature of Tenderer:.....

Date: .....

**1J. DETAILED PRELIMINARY PROGRAMME**

The Tenderer shall attach a ***detailed and realistic preliminary programme*** to this page, reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in bar chart format and shall indicate the critical path(s) of the project. In particular, the Tenderer shall indicate the point where he/she intends commencing the work and the direction in which the work will proceed.

The programme shall be in accordance with the information provided in Form 1F: Schedule of Construction, Plant, Form 1L: Schedule of Estimated Monthly Expenditure, the Bill of Quantities, and with all other aspects of the tender documents.

Failure to supply a realistic preliminary programme may prejudice the Tender.

Signature of Tenderer:.....

Date: .....

**1K. SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE**

The Tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tender unit rates, in the table below. The amounts for Contingencies, Dayworks and Contract Price Adjustment shall not be included.

MONTH	VALUE (INCLUSIVE OF 15% VAT)	CUMULATIVE VALUE
1		
2		
3		
4		
5		
6		
7		
8		
9		

Signature of Tenderer:.....

Date: .....

**1L. DETAILED METHODOLOGY**

The Tenderer shall attach a **detailed and realistic methodology** to this page, reflecting the understanding of the works and tempo of execution of the various activities comprising the work for this Contract.

Failure to supply a methodology may prejudice the Tender.

**1M. CONTRACTOR'S ESTABLISHMENT ON SITE**

Should the combined, extended total Tender for item 13.01 The Contractor's General Obligations

- a) Fixed obligations
- b) Value-related obligations
- c) Time-related obligations

exceed **a maximum of 15%** of the Contract Sum (excluding VAT, excluding the allowances for dayworks, contingencies and contract price adjustment, and excluding Section 1200 of the bill of quantities), the Tenderer shall clearly set out his/her reasons for tendering in this manner in a letter attached to this page.

The Employer will duly consider these reasons but reserves the right to consider the tendered rates to be imbalanced and to deal with them in terms of Clause F.3.9.5 of the Tender Data.

Total tender sum for item B13.01 expressed as a percentage of the Contract Sum (excluding VAT, excluding the allowances for dayworks, contingencies and contract price adjustment, and excluding Section 1200 of the bill of quantities).

.....%

(Tenderer to enter figure here, calculated from his/her Tender amounts)

Signature of Tenderer:.....

Date: .....



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

**2A. CERTIFICATE OF CONTRACTOR REGISTRATION ISSUED BY THE  
CONSTRUCTION INDUSTRY BOARD (CIDB)**

Please affix copy of CIDB Certificate to this page.

**2B. TAX CLEARANCE REQUIREMENTS (MBD 2)**

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

1. In order to meet this requirement Tenderers 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 Tenderers / individuals who wish to submit Tenders.
2. SARS will then furnish the Tenderer 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 Tender. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the Tender. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In Tenders 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 for this service with SARS through the website [www.sarsefiling.co.za](http://www.sarsefiling.co.za).

**2C. WHERE THE TENDERED AMOUNT INCLUSIVE OF VAT EXCEEDS R10 MILLION**

- Audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
- Certificate 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;
- 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;
- 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.

**2D. CERTIFICATE OF TENDERER'S VISIT TO THE SITE**

This is to certify that, I .....

representative of (Tenderer) .....

of (address) .....

Telephone number: .....

Fax number: .....

in the company of (Employer's Agent's representative) .....

visited and examined the site on (date) .....

I further certify that I have made myself familiar with all local conditions likely to influence the work and the cost thereof, that I am satisfied with the description of the work and the explanations given by the said Employer's Agent's Representative and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

**TENDERER'S REPRESENTATIVE:** (Signature) .....

(Name) .....

**EMPLOYER'S AGENT'S REPRESENTATIVE:** (Signature) .....

(Name) .....

**2E. CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Signatory for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the boards of directors to this form.

An example is given below:

"By resolution of the board of directors passed at a meeting held on .....

Mr/Mrs....., whose signature appears below, has been duly authorised

to sign all documents in connection with the Tender for **CONTRACT NO.: IHLM/137/2023-24/ROADS: ROOF REPAIRS OF LUSIKISIKI OLD MUNICIPAL OFFICES** and any Contract that may arise there from on behalf of (name of Tenderer in block capitals) .....

.....

**SIGNED ON BEHALF OF THE COMPANY:**

**IN HIS/HER CAPACITY AS:** .....

**DATE:**

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:** 1. ....

2. ....



**2G. SURETY AND BANK DETAILS**

**SURETY DETAILS**

The Surety we intend providing is from .....

Contact Person .....

Contact Telephone numbers .....

Type of Surety .....

**BANK DETAILS**

Bank Name .....

Account Number .....

Account Type .....

Contact Person .....

Tel No. ....

Fax No. ....

Address ... ..

.....

Signature of Tenderer:.....

Date: .....

**2H. COMPANY COMPOSITION**

**GENERAL**

All information **must** be filled in spaces provided. If additional space is required, additional sheets may be attached. The onus is on the Tenderer to fill in all the information. Failure to do so will result in points being lost under equity. The full company composition is required including HDI and Non-HDI status. The ownership must accumulate to 100%.

NAME	ID NUMBER	CITIZENSHIP	NO FRANCHISE IN ELECTION PRIOR 1994 (Y/N)	DISABILITY	WOMAN	DATE OF OWNERSHIP	% OWNED	VOTING %

Signature of Tenderer:.....

Date:.....



**21. DECLARATION OF INTERESTS (KINSHIP, RELATIONSHIP WITH PERSONS EMPLOYED BY INGQUZA HILL LOCAL MUNICIPALITY)**

In terms of the Municipal Supply Chain Management Regulations, no person or persons employed by the State may be awarded a Tender by any municipality.

Any legal person, or persons having a kinship with persons employed by the Ingquza Hill Local Municipality including a blood relationship, may make an offer in terms of this Tender invitation. In view of possible allegations of favouritism, should the resulting Tender or part thereof be awarded to persons connected with or related to an employee of Ingquza Hill local municipality, it is required that the Tenderer or his/her authorized representative declare his position vis-à-vis the evaluating authority and/or take an oath declaring his/her interest, where–

- the legal person on who is behalf the Tender document is signed, has a relationship with persons/a person who are/is involved with the evaluation of the Tender(s), or where it is known that such a relationship exists between the person or persons for or on who is behalf the declarer acts and persons who are involved with the evaluation of the Tender.

In order to give effect to the above, the following questionnaire shall be completed and submitted with the Tender.

Do you, or any person have any relationship (family, friend, other) with a person employed with the Ingquza Hill Local Municipality or its Administration and who may be involved with the evaluation, preparation and/or adjudication of this Tender?

Yes/No

If so, state particulars

.....

.....

.....

Are you or any other person connected with the Tender, employed by any organ of State?

Yes/No

If so, state particulars

.....

.....

.....

Signature of Declarer .....Date.....

Position of Declarer.....

Name of Company or Tenderer.....

**2J. DECLARATION OF INTEREST (IN THE SERVICE OF THE STATE) (MBD 4)**

- 1. In terms of the Municipal Supply Chain Management Regulations any person employed by the state, or persons having a kinship with persons employed by the state cannot make an offer in terms of this invitation to Tender.
- 2. In order to give effect to the above, the following questionnaire must be completed and submitted with the Tender.

2.1 Are you or any person connected with the Tenderer, employed by the state?

**YES / NO**

2.1.2 If so, state particulars.

.....

.....

.....

**DECLARATION**

I, the undersigned

(name) .....

certify that the information furnished in paragraphs 2.1 to 2.3.1 above is correct. I accept that the state may act against me in terms of paragraph 23 of the general conditions of contract should this declaration prove to be false.

Signature ..... Date .....

Position.....

Name of Tenderer .....

**2K. COMPANY PROFILE**

Please affix a Company profile to this page.

Signature of Tenderer:.....

Date: .....

**2L. CERTIFIED COPIES OF IDENTITY DOCUMENT FOR DIRECTORS**

Please affix certified copies of identity document for directors to this page.

Signature of Tenderer:.....

Date: .....

**2N. DECLARATION (VALIDITY OF INFORMATION PROVIDED)**

I..... declare that the information provided is true and correct, the signature to the Tender document is duly authorised and documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the Ingquza Hill Local Municipality.

Signature of Declarer ..... Date .....

Position of Declarer .....

Name of Company of Tenderer .....

Should the Tenderer have, in the opinion of the Ingquza Hill Local Municipality, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to the Tender, then the Ingquza Hill Local Municipality may, in its sole discretion:

- \* Ignore any Tenders without advising the Tenderer thereof
- \* Cancel the contract without prejudice to any legal rights the Ingquza Hill Local Municipality may have

**Should the Tenderer disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the Ingquza Hill Local Municipality and such Tenderer.**

**T2.4 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT****3A ADJUDICATION OF TENDERS ON POINTS BASIS**

Information provided should be as comprehensive as possible as the Tenderer's approach to this subject will be an important criterion in the Tender adjudication process. Failure to provide the information could prejudice a Tender.

Responsive Tenders will be adjudicated by Ingquza Hill Local Municipality using:

**NB: before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of Specific Goals, as prescribed in the Preferential Procurement Regulations, 2022 and all amendments.**

**1. GENERAL CONDITIONS**

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

- The 80/20 system for requirements with a Rand value above R 30 000.00.

1.2 The value of this Tender is estimated to exceed R 30 000 and therefore the 80/20 system shall be applicable.

1.3 Preference points for this Tender shall be awarded for:

- (a) Functionality and Price
- (b) Specific Goals

**1.3.1 THE POINTS FOR THIS TENDER ARE ALLOCATED AS FOLLOWS:**

	<b>BREAKDOWN</b>	<b>WEIGHT</b>
1	Price	80
2	Specific Goals	20
	<b>Total</b>	<b>100</b>

**1.3.1.1 PRICE**

	<b>BREAKDOWN</b>	<b>WEIGHT</b>
1	Price	80
	<b>Total</b>	<b>80</b>

**1.3.1.2 SPECIFIC GOALS**

	<b>CRITERIA</b>	<b>WEIGHT</b>
1.	Specific Goals	20
	<b>TOTAL</b>	<b>20</b>

**Total points for Price and Specific Goals must not exceed 100.**

1.4 Failure on the part of a bidder to fill and/or to sign this form and submit specific goals proof will be interpreted to mean that preference points for specific goals of contribution are not claimed.

- 1.5.** The client 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 client.

## MBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

## 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.
  -
- b) The applicable preference point system for this tender is the 80/20 preference point system.
  -
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.
  -

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.



## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

•

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\mathbf{80/20} \quad \text{or} \quad \mathbf{90/10}$$

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

•

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\mathbf{80/20} \quad \text{or} \quad \mathbf{90/10}$$

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. 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. 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—
- 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
  - 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.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)*

*(Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Owned by black people who are youth		5		
Owned by black people who are women		4		
Owned by black people with disabilities		2		
Owned by black people		9		
<b>Total</b>		<b>20</b>		

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium

- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

	..... <b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

**MBD 6.2****DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT**

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left[ \frac{x}{y} \right] \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
  - 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
  - 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
  - 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
  - 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
  - 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
  - 2.9. **“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.
3. **The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

- 4. Does any portion of the services, works or goods offered have any imported content? YES / NO
- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

**IN RESPECT OF BID No.** .....  
**ISSUED BY:** (Procurement Authority / Name of Municipality / Municipal Entity):  
 .....

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

I, the undersigned, ..... (full names),  
 do hereby declare, in my capacity as .....  
 of .....(name of bidder entity), the  
 following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**WITNESS No. 1** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**WITNESS No. 2** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001  
LOCAL CONTENT OF PRODUCTS**

**MBD 6.4**

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM MBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001**

1. Regulation 12(1) of the Preferential Procurement Regulations makes provision for the promotion of locally manufactured products within the preference point systems.

**SPECIFIC GOAL**

**POINTS ALLOCATED**

The stimulation of the S.A economy by procuring locally  
Manufactured products.  
.....

2. Preference points may only be claimed for products, which will be manufactured (fabricated, processed or assembled), in the Republic of South Africa. In cases where production has not yet commenced at time of bid closure, evidence shall be produced that at the time of bid closure, the bidder was irrevocably committed to local production of the product.

3. **“Local content”** means that portion of the bid price, excluding Value Added Tax (VAT), which is not included in imported content, **provided that local manufacture does take place.**

4. **“Imported content”** means that portion of the bid price represented by the costs of components, parts or materials which have been or are still to be imported (whether by the bidder or his suppliers or sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duties, sales duties, or other similar taxes or duties at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies for which a bid has been submitted are manufactured.

**5. BID INFORMATION**

Bidders who wish to claim points in respect of this goal must furnish the information in paragraph 7 below.

**6. POINTS CLAIMED**

Indicate whether point(s) allocated for this goal is (are) claimed. Yes / No

**7. INFORMATION WITH REGARD TO LOCAL MANUFACTURE**

Indicate in the table below which product(s) [item number(s)] is/are manufactured locally against the % local content of each product / item in relation to the bid price (exclusive of VAT). Points claimed must be indicated in the “points claimed” column.

Percentage local content in relation to bid Price	Indicate item numbers	Points Allocated	Points Claimed
10 % - 30 %			
31 % - 60 %			
61 % or more			

**8. BID DECLARATION**

I/we, the undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm declare that points claimed, based on the local content of the product(s) above, qualifies the firm for the point(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iii) If the claims are found to be incorrect, the purchaser, in addition to any other remedy it may have -
  - (a) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
  - (b) 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;

**WITNESSES:**

1. ....

.....  
SIGNATURE (S) OF BIDDER (S)

2. ....

DATE: .....



## MBD 8

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. 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).
- 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><b><u>(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).</u></b></p> <p><u>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.</u></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>or 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:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS  
DECLARATION FORM TRUE AND CORRECT.**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

**MBD 9  
CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal 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 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This 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.

<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.

**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 Municipality / Municipal Entity)

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

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

(Name of Bidder)

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

(f) bidding with the intention not to win the bid.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

# **THE CONTRACT**

**PART C1: AGREEMENT AND CONTRACT DATA**

### 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:

**IHLM/137/2023-24/ROADS: ROOF REPAIRS OF LUSIKISIKI OFFICES**

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 and address of organization/ tenderer .....  
.....  
.....

Name and signature of witness ..... Date .....



**Acceptance**

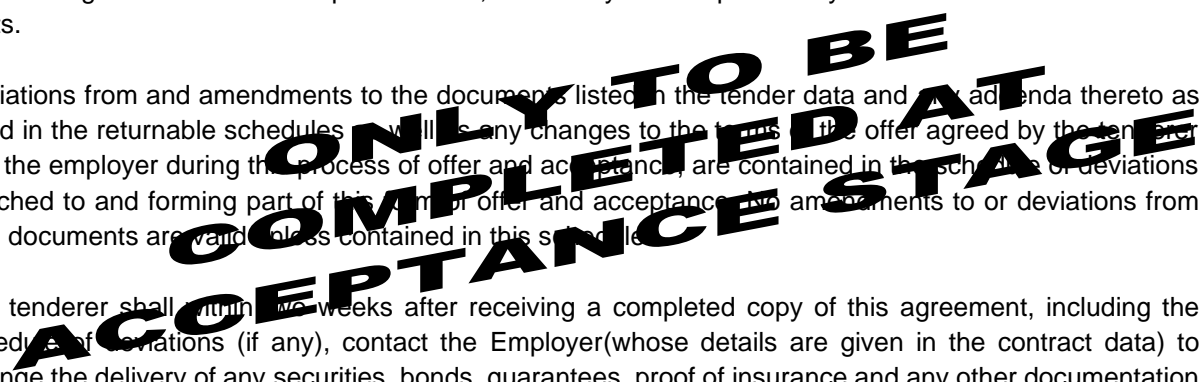
By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's 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 the process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. Any amendments to or deviations from said documents are valid unless contained in this schedule.



The tenderer shall, within five weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature(s) .....

Name(s) .....

Capacity .....

**for the Employer**

INGQUZA HILL LOCAL MUNICIPALITY  
 Infrastructure Directorate  
 130 Main Road  
 Project Management Unit  
 P.O. Box 14  
 FLAGSTAFF  
 4810

Name and signature of witness .....

Date .....



**For the Tenderer:**

Signature(s)

Name(s)

Capacity

**ONLY TO BE  
COMPLETED  
AT  
ACCEPTANCE  
STAGE**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

**For the Employer:**

Signature(s)

Name(s)

Capacity

(Name and  
address of  
organization)

INGQUZA HILL LOCAL MUNICIPALITY  
Technical Services Directorate  
Technical Management Unit  
135 Main Road  
P.O. Box 14  
FLAGSTAFF  
4810

Name &  
signature of  
witness

Date

### Confirmation of Receipt

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the.....(day)

of .....(month)

20.....(year)

at .....(place)

**ONLY TO BE  
COMPLETED  
ACCEPTANCE  
STAGE**

For the Contractor:

.....  
Signature

.....  
Name

.....  
Capacity

Signature and name of witness:

.....  
Signature

.....  
Name

## C1.2 Contract Data

### CONTRACT DATA : JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

<b>Project title:</b>	
<b>Tender No:</b>	

	<p>The Conditions of Contract are clauses 1 to 42 of the <b>JBCC</b> series 2000 <b>Principal Building Agreement</b> (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p>
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	<p><b>CONTRACT VARIABLES</b></p> <p><b>THE SCHEDULE</b></p> <p>The <b>schedule</b> contains all the variables referred to in this document and is divided into part 1: contract data completed by the <b>employer</b> and part 2: contract data completed by the <b>contractor</b>. Part 1 must be completed in full and included in the tender documents. Both part 1 and part 2 form part of this <b>agreement</b>.</p> <p>Spaces requiring information must be filled in, shown as “<b>not applicable</b>” or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the <b>schedule</b>. Key cross reference clauses are italicised in <i>[]</i> brackets.</p>
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<b>42.0</b>	<b>Part 1: Contract Data completed by the Employer</b>
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<b>42.1</b>	<b>CONTRACTING AND OTHER PARTIES</b>
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<b>42.2</b>	<b>CONTRACT DETAILS</b>
42.2.1 [1.1]	<b>Works</b> description: Refer to document C3 – Scope of Work.
42.2.2 [1.1]	<b>Site</b> description: Refer to document C4 – Site Information.
42.2.4 [41.0]	Specific options that are applicable to a State organ only Where so :
[31.1 #] [31.11.2 #] [31.12.2#]  [11.2.#]  [31.4.2 #] [40.2.2.#] [26.1.2 #]	<p>1) Interest rate legislation:  (a) in respect of interest owed by the <b>employer</b>, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and</p> <p>(b) in respect of interest owed to the <b>employer</b>, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply</p> <p style="text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>2) Lateral support insurance to be effected by the <b>contractor</b>:</p> <p style="text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>3) Payment will be made for materials and goods:</p> <p style="text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>4) Dispute resolution by litigation</p> <p>5) Extended <b>defects</b> liability period applicable to the following elements:  <b>(For other works; as may be defined in the works specifications).</b></p>
42.2.6 [15.3]	Period for the commencement of the <b>works</b> after the <b>contractor</b> takes possession of the <b>site</b> : Ten (10) working days.
42.2.7 [24.3.1] [30.1]	For the <b>works</b> as a whole: The date for <b>practical completion</b> shall be <b>06 calendar months</b> from the <b>commencement date</b> and the penalty per calendar day shall be <b>0.001 %</b> Calendar day.
42.2.8 [24.3.1] [28.1]	For the <b>works</b> in sections: N/A  The date for <b>practical completion</b> from the <b>commencement date</b> and the <b>penalty per calendar day</b> : N/A
42.2.9 [1.2]	The <b>law</b> applicable to this <b>agreement</b> shall be that of the: <b>Republic of South Africa</b>

<b>42.3</b>	<b>INSURANCES</b>
42.3.1 [10.1 #, 10.2 # 12.1 #]	Contract <b>works</b> insurance to be effected by the <b>contractor</b>  <input type="checkbox"/> To the minimum value of the <b>contract sum</b> plus 10%  With a deductible not exceeding 5% of each and every claim Or

	<input type="checkbox"/> For the minimum sum of R ..... (insert amount in words)  With a deductible not exceeding 5% of each and every claim
42.3.2 [10.1#, 10.2 #, 12.1 #]	Supplementary insurance is required: <b>Yes</b>  To the minimum value of the <b>contract sum</b> plus 10 %
42.3.3 [11.1#, 12.1 #]	Public liability insurance to be effected by the <b>contractor</b>  <input type="checkbox"/> For the sum of R 5 million  With a deductible not exceeding 5% of each and every claim  <b>Or</b>  <input type="checkbox"/> For the sum of R ..... (insert amount in words)  With a deductible not exceeding 5% of each and every claim

42.3.4 [11.2 #, 12.1 #]	Support insurance to be effected by the <b>contractor</b>  For the sum of R ..... (insert amount in words)  With a deductible of R ..... (insert amount in words)
-------------------------------	---

42.4	<b>DOCUMENTS</b>
42.4.2 [3.7]	Three (3) copies of the construction documents will be supplied to the <b>contractor</b> free of charge
42.4.3	<b>Bills of quantities / Lump sum document</b> schedule of rates drawn up in accordance with: Standard System of Measuring Building Work (sixth edition as amended)
42.4.5 [3.4]	<b>JBCC</b> Engineering General Conditions are to be included in the <b>contract documents: No</b>

42.4.6 [31.5.3]	The <b>contract value</b> is to be adjusted using <b>CPAP</b> indices: <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>
[32.13]	Where <b>CPAP</b> is applicable, the <b>contract sum</b> will be adjusted in accordance with the <b>JBCC</b> Contract Price Adjustment Provisions ( <b>CPAP</b> ) as set out in the <b>CPAP</b> Indices Application Manual as prepared by the <b>JBCC</b> Series 2000, code 2118, dated May 2005 and any amendments thereto:  1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities  2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power

	<p>supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170</p> <p>3) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries</p> <p>4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted</p> <p>5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45</p> <p>Alternative Indices: <b>Not Applicable</b></p>
42.4.7 [3.10]	<p>Details of changes made to the provisions of <b>JBCC</b> standard documentation</p> <p><b>Clause 1.1</b></p> <p><b>COMMENCEMENT DATE</b> – means the date that the possession of the site is given to the contractor</p> <p><b>CONSTRUCTION GUARANTEE</b> – means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer’s construction guarantee form as selected in the schedule.</p> <p><b>CONSTRUCTION PERIOD</b> – means the period commencing on the commencement date and ending on the date of practical completion</p> <p><b>CORRUPT PRACTICE</b> – means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p><b>FRAUDULENT PRACTICE</b> – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to and after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.</p> <p><b>INTEREST</b> – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:</p> <p>(a) in respect of interest owed by the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and</p>



	<p>(b) in respect of interest owed to the <b>employer</b>, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply</p> <p><b>SECURITY</b> – means the form of <b>security</b> provided by the <b>employer</b> or <b>contractor</b>, as stated in the <b>schedule</b>, from which the <b>contractor</b> or <b>employer</b> may recover expenses or loss.</p> <p>1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been given when:</p> <p>1.6.4 No clause</p> <p>3.2.1 A <b>construction guarantee</b> in terms of 14.0, where so elected in his tender</p> <p>3.7 Add at the end thereof:</p> <p>The <b>contractor</b> shall supply and keep a copy of the <b>JBCC</b> series 2000 <b>Principal Building Agreement</b> (Edition 4.1 of March 2005) applicable to this contract on the <b>site</b>, to which the <b>employer, principal agent</b> and <b>agents</b> shall have access to at all times.</p> <p>3.10 Replace the second reference to “<b>principal agent</b>” with the word “<b>employer</b>”</p> <p>4.3 No clause</p> <p>5.1.2 under clause 41- Include reference to 32.6.3; 34.3 and 34.4 in terms of which the employer has retained its authority and has not given a mandate to the <b>principal agent</b> and in terms of which the employer shall sign all documents</p> <p>10.5 Add the following as 10.5</p> <p style="padding-left: 40px;"><b>Damage to the works</b></p> <p>a) Without in any way limiting the <b>contractor’s</b> obligations in terms of the contract, the <b>contractor</b> shall bear the full risk of damage to and/or destruction of the <b>works</b> by whatever cause during construction of the <b>works</b> and hereby indemnifies and holds harmless the <b>employer</b> against any such damage. The <b>contractor</b> shall take such precautions and <b>security</b> measures and other steps for the protection and <b>security</b> of the <b>works</b> as the <b>contractor</b> may deem necessary</p> <p>b) The <b>contractor</b> shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the <b>works</b> and to rebuild, restore, replace and/or repair the <b>works</b></p> <p>c) The <b>employer</b> shall carry the risk of damage to or destruction of the <b>works</b> and materials paid for by the <b>employer</b> that is the result of the excepted risks as set out in 10.6</p>
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- d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.6 Add the following as 10.6

**Injury to Persons or loss of or damage to Properties**

- a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- c) The **contractor** shall upon receiving a contract instruction from the **principal agent** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**.
- d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**.
- e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor**, shall and will remain adequately insured or insured against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.7 Add the following as 10.7

**HIGH RISK INSURANCE**

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or do line formation the following will apply:

#### 10.7.1 Damage to the works

The **contractor** shall, from the **commencement date** of the **works** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and **security** measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor's** own costs

#### 10.7.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty one (21) calendar days of the **commencement date** but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon

	<p>the <b>contractor's</b> default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the <b>contractor</b> or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the <b>employer</b> and the <b>contractor</b> and for this purpose all these contracts shall be considered one indivisible whole</p> <p>14.0 Replace the entire clause 14.0 with the following:</p> <p><b>14.0 SECURITY</b></p> <p>14.1 In respect of contracts with a <b>contract sum</b> up to R1 million, the <b>security</b> to be submitted by the <b>contractor</b> to the <b>employer</b> will be as a payment reduction of five per cent (5%) of the value certified in the <b>payment certificate</b> (excluding VAT)</p> <p>14.1.1 The payment reduction of the value certified in a <b>payment certificate</b> shall be <i>mutatis mutandis</i> in terms of 31.8(A)</p> <p>14.1.2 The <b>employer</b> shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the <b>employer</b> complies with the provisions of 33.4 in which event the <b>employer's</b> entitlement shall take precedence over his obligations to refund the payment reduction <b>security</b> or portions thereof to the <b>contractor</b></p> <p>14.2 In respect of contracts with a <b>contract sum</b> above R1 million, the <b>contractor</b> shall have the right to select the <b>security</b> to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such <b>security</b> shall be provided to the <b>employer</b> within twenty-one (21) calendar days from <b>commencement date</b>. Should the <b>contractor</b> fail to select the <b>security</b> to be provided or should the <b>contractor</b> fail to provide the <b>employer</b> with the selected <b>security</b> within twenty-one (21) calendar days from <b>commencement date</b>, the <b>security</b> in terms of 14.7 shall be deemed to have been selected.</p> <p>14.3 Where the <b>security</b> as a cash deposit of ten per cent (10%) of the <b>contract sum</b> (excluding VAT) has been selected:</p> <p>14.3.1 The <b>contractor</b> shall furnish the <b>employer</b> with a cash deposit equal in value to ten per cent (10%) of the <b>contract sum</b> (excluding VAT) within twenty-one (21) calendar days from <b>commencement date</b></p> <p>14.3.2 Within twenty-one (21) calendar days of the date of <b>practical completion</b> of the <b>works</b> the <b>employer</b> shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and</p>
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	<p>refund the balance to the <b>contractor</b></p> <p>14.3.3 Within twenty-one (21) calendar days of the date of <b>final completion</b> of the <b>works</b> the <b>employer</b> shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the <b>contractor</b></p> <p>14.3.4 On the date of payment of the amount in the final <b>payment certificate</b>, the <b>employer</b> shall refund the remainder of the cash deposit to the <b>contractor</b></p> <p>14.3.5 The <b>employer</b> shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the <b>employer</b> complies with the provisions of 33.4 in which event the <b>employer's</b> entitlement shall take precedence over his obligations to refund the cash deposit <b>security</b> or portions thereof to the <b>contractor</b></p> <p>14.3.6 The parties expressly agree that neither the <b>employer</b> nor the <b>contractor</b> shall be entitled to cede the rights to the deposit to any third party</p> <p>14.4 Where <b>security</b> as a variable <b>construction guarantee</b> of ten per cent (10%) of the <b>contract sum</b> (excluding VAT) has been selected:</p> <p>14.4.1 The <b>contractor</b> shall furnish the <b>employer</b> with an acceptable variable <b>construction guarantee</b> equal in value to ten per cent (10%) of the <b>contract sum</b> (excluding VAT) within twenty-one (21) calendar days from <b>commencement date</b></p> <p>14.4.2 The variable <b>construction guarantee</b> shall reduce and expire in terms of the Variable <b>Construction guarantee</b> form included in the invitation to tender</p> <p>14.4.3 The <b>employer</b> shall return the variable <b>construction guarantee</b> to the <b>contractor</b> within fourteen (14) calendar days of it expiring</p> <p>14.4.4 Where the <b>employer</b> has a right of recovery against the <b>contractor</b> in terms of 33.0, the <b>employer</b> shall issue a written demand in terms of the variable <b>construction guarantee</b></p> <p>14.5 Where <b>security</b> as a fixed <b>construction guarantee</b> of five per cent (5%) of the <b>contract sum</b> (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the <b>payment certificate</b> (excluding VAT) has been selected:</p> <p>14.5.1 The <b>contractor</b> shall furnish a fixed <b>construction guarantee</b> to the <b>employer</b> equal in value to five per cent (5%) of the <b>contract sum</b> (excluding VAT)</p>
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	<p>14.5.2 The fixed <b>construction guarantee</b> shall come into force on the date of issue and shall expire on the date of the last <b>certificate of practical completion</b></p> <p>14.5.3 The <b>employer</b> shall return the fixed <b>construction guarantee</b> to the <b>contractor</b> within fourteen (14) calendar days of it expiring</p> <p>14.5.4 The payment reduction of the value certified in a <b>payment certificate</b> shall be in terms of 31.8(A) and 34.8</p> <p>14.5.5 Where the <b>employer</b> has a right of recovery against the <b>contractor</b> in terms of 33.0, the <b>employer</b> shall be entitled to issue a written demand in terms of the fixed <b>construction guarantee</b> or may recover from the payment reduction or may do both</p> <p>14.6 Where <b>security</b> as a cash deposit of five per cent (5%) of the <b>contract sum</b> (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the <b>payment certificate</b> (excluding VAT) has been selected:</p> <p>14.6.1 The <b>contractor</b> shall furnish the <b>employer</b> with a cash deposit equal in value to five per cent (5%) of the <b>contract sum</b> (excluding VAT) within twenty-one (21) calendar days from <b>commencement date</b></p> <p>14.6.2 Within twenty-one (21) calendar days of the date of <b>practical completion</b> of the <b>works</b> the <b>employer</b> shall refund the cash deposit in total to the <b>contractor</b></p> <p>14.6.3 The payment reduction of the value certified in a <b>payment certificate</b> shall be <i>mutatis mutandis</i> in terms of 31.8(A)</p> <p>14.6.4 Where the <b>employer</b> has a right of recovery against the <b>contractor</b> in terms of 33.0, the <b>employer</b> may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both</p> <p>14.7 Where <b>security</b> as a payment reduction of ten per cent (10%) of the value certified in the <b>payment certificate</b> (excluding VAT) has been selected:</p> <p>14.7.1 The payment reduction of the value certified in a <b>payment certificate</b> shall be <i>mutatis mutandis</i> in terms of 31.8(B)</p> <p>14.7.2 The <b>employer</b> shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the <b>employer</b> complies with the provisions of 33.4 in which event the <b>employer's</b> entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the <b>contractor</b></p> <p>14.8 Payments made by the guarantor to the <b>employer</b> in terms of the fixed or variable <b>construction guarantee</b> shall not prejudice the rights of the <b>employer</b> or <b>contractor</b> in terms of this agreement</p>
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	<p>14.9 Should the <b>contractor</b> fail to furnish the <b>security</b> in terms of 14.2 the <b>employer</b>, in his sole discretion, and without notification to the <b>contractor</b>, is entitled to change the <b>contractor's</b> selected form of <b>security</b> to that of a ten per cent (10%) payment reduction of the value certified in the <b>payment certificate</b> (excluding VAT), whereafter 14.7 shall be applicable</p> <p>15.1.1 No clause</p> <p>15.1.4 Add 15.1.4 as follows:</p> <p style="padding-left: 40px;">An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) calendar days of <b>commencement date</b></p> <p>15.2.1 Under 41: Amend to read as follows:</p> <p style="padding-left: 40px;">“Give the <b>contractor</b> possession of the site within ten (10) working days of the <b>contractor</b> complying with the terms of 15.1.2 and 15.1.4</p> <p>17.1.11 Delete the words “and the appointment of <b>nominated and selected subcontractors</b>”</p> <p>20.1.3 No clause</p> <p>21.0 No clause</p> <p>29.2.5 No clause</p> <p>31.5.2 Security adjustments in terms of 14.0 and 31.8</p> <p>31.8 Amend as follows:</p> <p>31.8(A) Where a <b>security</b> is selected in terms of 14.1; 14.5 or 14.6, the value of the <b>works</b> in terms of 31.4.1 and of the <b>materials and goods</b> in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>31.8(A).1 Ninety-five per cent (95%) of such value in interim <b>payment certificates</b> issued up to the date of <b>practical completion</b></p> <p>31.8(A).2 Ninety-seven per cent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>practical completion</b> and up to but excluding the date of <b>final completion</b></p> <p>31.8(A).3 Ninety-nine per cent (99%) of such value in interim <b>payment certificates</b> issued on</p>
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	<p>the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 34.6</p> <p>31.8(A).4 One hundred per cent (100%) of such value in the final <b>payment certificate</b> in terms of 34.6 except where the amount certified is in favour of the <b>employer</b>. In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b>.</p> <p>31.8(B) Where <b>security</b> is a payment reduction in term of 14.7 has been selected the value of the <b>works</b> in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>31.8(B).1 Ninety per cent (90%) of such value in interim <b>payment certificates</b> issued up to the date of <b>practical completion</b></p> <p>31.8(B).2 Ninety-seven per cent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>practical completion</b> and up to but excluding the date of <b>final completion</b></p> <p>31.8(B).3 Ninety-nine per cent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 34.6</p> <p>31.8(B).4 One hundred per cent (100%) of such value in the final <b>payment certificate</b> in terms of 34.6 except were the amount certified is in favour of the <b>employer</b>. In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b></p> <p>31.12 Delete the following: "Payment shall be subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due."</p> <p>32.5.1 Add the following to the end of each of these clauses: "...due to no fault of the <b>contractor</b>" 32.5.4 <b>contractor</b>" and 32.5.7</p> <p>33.2 Add the following clauses 33.2.9 to 33.2.13:</p> <p>33.2.9 the <b>contractor's</b> failure or neglect to commence with the <b>works</b> on the dates prescribed in the contract</p> <p>33.2.10 the <b>contractor's</b> failure or neglect to proceed with the <b>works</b> in terms of the contract</p> <p>33.2.11 the <b>contractor's</b> failure or neglect for any reason to complete the <b>works</b> in accordance with the contract</p>
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	<p>33.2.12 the <b>contractor's</b> refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract</p> <p>33.2.13 the <b>contractor's</b> estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>34.13 Replace "seven (7) calendar days" with "twenty one (21) calendar days" and delete the words: "subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due"</p> <p>36.3 Remove reference to "No clause", and replace "<b>principal agent</b>" with "<b>employer</b>"</p> <p>36.7 Add the following: "Notwithstanding any clause to the contrary, on cancellation of 37.5 this agreement either by the <b>employer</b> or the <b>contractor</b>; or for any reason and whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the</p> <p>38.7 <b>works</b> on a date stated and withdraw himself from the site. The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever"</p> <p>37.3.5 Replace "ninety (90)" with "one hundred and twenty (120) and</p> <p>38.5.4</p> <p>39.3.5 Add the following words at the end thereof: "within one hundred and twenty (120) <b>working days</b> of completion of such report"</p> <p>40.2.2 under clause 41 – Replace "one (1) year" with "three (3) years"</p> <p>40.6 under clause 41 – Remove reference to no clause</p> <p>40.7.1 Change "(10)" to "(15)"</p> <p style="padding-left: 40px;">Add the following to the end thereof:</p> <p style="padding-left: 40px;">Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs.</p>
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<b>42.0</b>	<p><b>Part 2: Contract Data provided by the Contractor:</b></p> <p><b>POST-TENDER INFORMATION</b></p> <p><b>Note: All information for this section requires consultation with the contractor. The principal agent shall not pre-select any of the alternatives available to the contractor</b></p>
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<b>42.5</b>	<b>CONTRACT DETAILS</b>								
42.5.1	<p><b>Contractor:</b></p> <p>Postal address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Tel: ..... Fax: ..... E-mail: .....</p> <p>TAX / VAT Registration No: .....</p> <p>Physical address:</p> <p>.....</p> <p>.....</p> <p>.....</p>								
42.5.2	<p>The accepted <b>contract sum</b> inclusive of tax is R.....</p> <p>Amount in words:</p> <p>.....</p>								
42.5.3 [31.3]	<p>The latest day of the month for the issue of an interim <b>payment certificate</b>:</p> <p>.....</p>								
42.5.4 [32.12]	<p>The preliminaries amounts shall be paid in terms of: <b>Alternative A</b> <input type="checkbox"/> <b>Alternative B</b> <input type="checkbox"/></p>								
42.5.5 [32.12]	<p>The preliminaries amounts shall be adjusted in terms of: <b>Alternative A</b> <input type="checkbox"/> <b>Alternative B</b> <input type="checkbox"/></p>								
42.5.7 [14]	<p>The <b>security</b> to be provided by the <b>contractor</b>:</p> <p>(a) in respect of contracts up to R1 million, the <b>contractor</b> will provide <b>security</b> in terms of 14.1</p> <p>(b) in respect of contracts above R1 million, the <b>contractor</b> will provide, as <b>security</b>, one of the following:</p> <table border="1" data-bbox="359 1697 1425 2033"> <tr> <td data-bbox="359 1697 1185 1765">(1) cash deposit of 10 % of the <b>contract sum</b></td> <td data-bbox="1185 1697 1425 1765">Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td data-bbox="359 1765 1185 1832">(2) payment reduction of 10% of the value certified in the <b>payment certificate</b></td> <td data-bbox="1185 1765 1425 1832">Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td data-bbox="359 1832 1185 1933">(3) cash deposit of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b></td> <td data-bbox="1185 1832 1425 1933">Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td data-bbox="359 1933 1185 2033">(4) fixed <b>construction guarantee</b> of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b></td> <td data-bbox="1185 1933 1425 2033">Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	(1) cash deposit of 10 % of the <b>contract sum</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	(2) payment reduction of 10% of the value certified in the <b>payment certificate</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	(3) cash deposit of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	(4) fixed <b>construction guarantee</b> of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
(1) cash deposit of 10 % of the <b>contract sum</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>								
(2) payment reduction of 10% of the value certified in the <b>payment certificate</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>								
(3) cash deposit of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>								
(4) fixed <b>construction guarantee</b> of 5% of the <b>contract sum</b> and a payment reduction of 5% of the value certified in the <b>payment certificate</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>								

	<p><b>NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</b></p>
<p>42.5.8 [29.7.2]</p>	<p>The annual building holiday period after the commencement of the construction period: from ..... to .....</p>

<p>42.6</p>	<p><b>DOCUMENTS</b></p>		
<p>42.6.1</p>	<p>Contract documents marked and annexed hereto:</p>		
	<p><b>Priced bills of quantities:</b></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Document marked as .....</p>
	<p><b>Lump sum document:</b></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Document marked as .....</p>
	<p><b>Guarantees:</b></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Document marked as .....</p>
	<p><b>Contract drawings:</b></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Document marked as .....</p>
	<p><b>Other documents</b></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>(attach additional pages if more space is required</p>
	<p>.....</p>		
	<p>.....</p>		
	<p>.....</p>		
	<p>.....</p>		
	<p>.....</p>		
	<p>.....</p>		
	<p>.....</p>		

**Clause 42: The additional clauses to the Joint Building Contracts Committee are:**

**Mentoring of learners**

**Definition**

Mentor means an experienced and trusted advisor appointed by the Municipality and tasked with the provision of assistance to the Learners and Learner Contracting Companies in the planning, execution and management of the on-site training projects.

**Objectives of mentorship services**

The Municipality's objective in appointing a Mentor is to:

- a) minimize the Public Body's risk of the projects not being constructed to stated requirements, within budget and on time;
- b) provide access to project and commercial expertise that Learner Contracting Companies may lack during the execution of the three projects which form an integral part of the EPWP Contractor Learnership Programme;
- c) capacitate Learner Contracting Companies to successfully complete their contracts with the Public Body and to work independently and profitably; and
- d) identify learners who do not satisfy the requirements of the EPWP Learnership Programme and as such be removed from the programme.

**Authority of mentors**

The Mentor has no authority to relieve the Contractor or the Employer of any of his obligations under the Contract.

(Compiler to include the following in all contracts falling under the EPWP programme)

**Payment for the labour-intensive component of the works**

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

## **Applicable labour laws**

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

### **1 Introduction**

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

1.2 In this document –

- (a) “department” means any department of the State, implementing agent or contractor;
- (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;
- (c) “worker” means any person working in an elementary occupation on a EPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or implementing agency to administer or execute an EPWP;
- (f) “task” means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked.

### **2 Terms of Work**

2.1 Workers on a SPWP are employed on a temporary basis.

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

2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

### **3 Normal Hours of Work**

3.1 An employer may not set tasks or hours of work that require a worker to work–

- (a) more than forty hours in any week
- (b) on more than five days in any week; and
- (c) for more than eight hours on any day.

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

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

### **4 Meal Breaks**

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

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

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

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

## **5 Special Conditions for Security Guards**

5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

## **6 Daily Rest Period**

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

## **7 Weekly Rest Period**

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

## **8 Work on Sundays and Public Holidays**

8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

8.2 Work on Sundays is paid at the ordinary rate of pay.

8.3 A task-rated worker who works on a public holiday must be paid –

- (a) the worker's daily task rate, if the worker works for less than four hours;
- (b) double the worker's daily task rate, if the worker works for more than four hours.

8.4 A time-rated worker who works on a public holiday must be paid –

- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
- (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

## **9 Sick Leave**

9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.

9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

9.4 Accumulated sick-leave may not be transferred from one contract to another contract.

9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

9.7 An employer must pay a worker sick pay on the worker's usual payday.

9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –

- (a) absent from work for more than two consecutive days; or
- (b) absent from work on more than two occasions in any eight-week period.

9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

## 10 Maternity Leave

10.1 A worker may take up to four consecutive months' unpaid maternity leave.

10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

10.5 A worker may begin maternity leave –

- (a) four weeks before the expected date of birth; or
- (b) on an earlier date –
  - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
  - (ii) if agreed to between employer and worker; or
- (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

## 11 Family responsibility leave

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

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

## 12 Statement of Conditions

12.1 An employer must give a worker a statement containing the following details at the start of employment –

- (a) the employer's name and address and the name of the EPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the SPWP.

12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

12.3 An employer must supply each worker with a copy of these conditions of employment.

## 13 Keeping Records

13.1 Every employer must keep a written record of at least the following –

- (a) the worker's name and position;
- (b) in the case of a task-rated worker, the number of tasks completed by the worker;
- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) payments made to each worker.

13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

## **14 Payment**

14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

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

14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

14.4 A time-rated worker will be paid at the end of each month.

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

14.6 Payment in cash or by cheque must take place –

- (a) at the workplace or at a place agreed to by the worker;
- (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (c) in a sealed envelope which becomes the property of the worker.

14.7 An employer must give a worker the following information in writing –

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.

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

14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

14.10 Payment will not be made to contractor, unless monthly report reflects time and number of labour utilized on site as per Labour Intensive Requirement

## **15 Deductions**

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

15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

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

15.4 An employer may not require or allow a worker to –

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

## **16 Health and Safety**

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

16.2 A worker must –

- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) obey all health and safety rules of the EPWP;
- (d) use any personal protective equipment or clothing issued by the employer;
- (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.



## **17 Compensation for Injuries and Diseases**

17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

17.2 A worker must report any work-related injury or occupational disease to their employer or manager.

17.3 The employer must report the accident or disease to the Compensation Commissioner.

17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

## **18 Termination**

18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

18.2 A worker will not receive severance pay on termination.

18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

## **19 Certificate of Service**

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

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the EPWP on which the worker worked;
- (d) the work performed by the worker;
- (e) any training received by the worker as part of the EPWP;
- (f) the period for which the worker worked on the EPWP;
- (g) any other information agreed on by the employer and worker.

**Part 2: Data provided by the Contractor**

**C1.4 CESSION OF OWNERSHIP**

**PRO FORMA CESSION OF OWNERSHIP**

**TO:**.....(CONTRACTOR)

**SUBJECT : CONTRACT NO.:IHLM/137/2023-24/ROADS: RENOVATION OF LUSIKISIKI MUNICIPAL OFFICES**

**MATERIALS SUPPLIED TO SITE**

.....

In order to facilitate payment for materials on site in terms of Clause 6.10.(2) of the General Conditions of Contract, it is hereby confirmed that, although materials may have been supplied on Credit to

..... (Contractor)

ownership of such materials, when delivered for use in the above Contract will vest with

..... (Contractor)

In the event of such materials being delivered on site or any authorised extended site in terms of the Contract, ownership thereof will then vest with .....

(the Employer) in terms of Clause 8.2.(1) of the said General Conditions of Contract.

Yours faithfully

(SUPPLIER)

**C 1.5 FORM 1: OVERALL PROJECT WORKER SCHEDULE**

**BENEFICIARY LIST**

Name of Contractor  
 Project Name  
 Project Number  
 Month:

Youth = 35yrs and less

Number of workers	Surname	Initials	Name	ID Number	Date of Birth	Male/Female	Has Disability (Y?N)	Is Youth (Y/N)	Education Level*	Date Start	Contact Number
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											

\_\_\_\_\_  
 Signature of CLO



**C 1.7 FORM 3: DAILY SITE ATTENDANCE REGISTER FORM**

**DAILY SITE ATTENDANCE REGISTER**

Name of Contractor  
Project Name

Validation: Cannot be more than 23 days per person per month.

Project Number  
Month:

1 = At Work      A = Absent      L = Leave      SC = Site Closed  
SL = Sick Leave      P = Public Holiday      2 = Training

	Surname	Initials	ID Number	Birth Date	Rate per day ( R )																																Total Work days	Total Training Days	Total work days & training days		
						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					
1																																					0	0	0		
2																																					0	0	0		
3																																					0	0	0		
4																																					0	0	0		
5																																					0	0	0		
6																																					0	0	0		
7																																					0	0	0		
8																																					0	0	0		
9																																					0	0	0		
10																																					0	0	0		
11																																					0	0	0		
12																																					0	0	0		
13																																					0	0	0		
14																																					0	0	0		
15																																					0	0	0		
15	<b>TOTALS</b>																																					<b>TOTALS</b>	0	0	0

\_\_\_\_\_  
Signature of CLO

\_\_\_\_\_  
Week 1 -2: Signature of Contractor Organisation

\_\_\_\_\_  
Week 3-4: Signature of Contractor Organisation

\_\_\_\_\_  
Week 1: Signature of Contractor

\_\_\_\_\_  
Week 2: Signature of Contractor

\_\_\_\_\_  
Week 3: Signature of Contractor

\_\_\_\_\_  
Week 4: Signature of Contractor

Validation: Total work days 0  
Total training days 0  
Total work days + training days 0  
Variance 0  
Variance must be 0

**C 1.8 FORM 4: LABOUR MONTHLY SUMMARY SHEET**

**LABOUR MONTHLY SUMMARY SHEET**

Name of Contractor  
 Project Name  
 Project Number  
 Applicable Month

**No of Working Days: Maximum including training = 23 days per month**

Number of workers	Surname	Initials	First Name	ID Number	Birth Date	(M)ale / (F)emale	(D)isabled	Rate per day	Number of days worked this month	Number of training days this month	Total amount paid to beneficiary	Course name	Course Code	
1											0			
2											0			
3											0			
4											0			
5											0			
6											0			
7											0			
8											0			
9											0			
10											0			
11											0			
12											0			
13											0			
14											0			
15											0			
16											0			
17											0			
18											0			
19											0			
20											0			
<b>20</b>	<b>Totals for month</b>										<b>0</b>	<b>0</b>	<b>0</b>	

Signature Consultant \_\_\_\_\_

**C1.9 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT No 85 OF 1993 AS UPDATED IN GOV. GAZETTE 7721 OF 18 JULY 2003)**

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

An example is given below:

“By resolution of the Board of Directors passed at a meeting held on .....

Mr/Ms ..... whose signature appears

below, has been duly authorised to sign the AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT 85 OF 1993 as updated) on behalf

of.....

SIGNED ON BEHALF OF THE COMPANY:.....

IN HIS/HER CAPACITY AS:.....

DATE:.....

SIGNATURE OF SIGNATORY:.....

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

NAME (IN CAPITALS)      1..... 2.....

**C1.10 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993  
(ACT No. 85 OF 1993, AS UPDATED IN GOVERNMENT GAZETTE 7721 OF 18 JULY 2003)**

THIS AGREEMENT is made at ..... on this the ..... day  
of.....in the year..... between

the INGQUZA HILL LOCAL MUNICIPALITY

(hereinafter called "the Employer") of the one part, herein represented by

.....in his/her capacity as .....

and delegate of the Employer in terms of the Employer's standard powers of delegation pursuant to the provisions of Act No 7 of 1998.

and .....

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

.....in his/her capacity as .....

and being duly authorised by virtue of a resolution appended hereto as Annexure A.

WHEREAS the Employer is desirous that certain works be constructed, viz

**CONTRACT NO.: IHLM/137/2023-24/ROADS: ROOF REPAIRS OF LUSIKISIKI MUNICIPAL OFFICES**

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the contract documents pertaining to this contract.
- 2 This Agreement shall hold good from its commencement date, which shall be the date determined under Subclause 5.4.1 of the Contract Data, to either;
- 3 The Mandatory declares himself/herself to be conversant with the following:-
  - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993 as updated), 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.





**C1.11 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, ENVIRONMENTAL CONSERVATION ACT AND ENVIRONMENTAL MANAGEMENT ACT**

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

An example is given below:

“By resolution of the Board of Directors passed at a meeting held on .....,  
 Mr./Ms ..... whose signature appears below, has been  
 duly authorised to sign the AGREEMENT IN TERMS OF THE CONSTITUTION OF THE REPUBLIC OF  
 SOUTH AFRICA, ENVIRONMENTAL CONSERVATION ACT AND ENVIRONMENTAL MANAGEMENT  
 ACT on behalf of .....(the Contractor)

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS/HER CAPACITY AS .....

DATE

SIGNATURE OF SIGNATORY .....

Witness ..... Witness .....

Name ..... Name .....

**C1.12 AGREEMENT IN TERMS OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, ENVIRONMENTAL CONSERVATION ACT AND ENVIRONMENTAL MANAGEMENT ACT**

THIS AGREEMENT made at.....

on this the ..... day of ..... in the year.....

between the in INGQUZA HILL LOCAL MUNICIPALITY (hereinafter called “the Employer”) of the one part,

herein represented by ..... in his/her capacity as .....

and delegate of the Employer in terms of the Employer’s standard powers of delegation

and.....

(hereinafter called “the Mandatory”) of the other part,

herein represented by .....in his/her capacity as .....

and being duly authorised by virtue of a resolution appended hereto as Annexure B;

WHEREAS the Employer is desirous that certain works be constructed, viz.

**CONTRACT NO.: IHLM/137/2023-24/ROADS: ROOF REPAIRS OF LUSIKISIKI MUNICIPAL OFFICES** and has accepted a tender by the Mandatory for the construction, completion & maintenance of such works, and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Constitution of the Republic of South Africa, the Environmental Conservation Act and the Environmental Management Act;

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The Mandatory shall execute the work in accordance with the contract documents pertaining to this Contract.
2. This Agreement shall hold good from its commencement date, which shall be the date determined under Subclause 5.4.1 of the Contract Data to either:
3. The Mandatory declares himself/herself to be conversant with the following:-

All the requirements, regulations and standards of Section 24 of the Constitution of the Republic of South Africa (Act No 108 of 1996)<sup>2</sup> \* the Environmental Conservation Act (Act No 73 of 1989) and the National Environmental Management Act (Act No 107 of 1998), hereinafter referred to as “The Act”, together with its amendments of The Act

The Mandatory is responsible for the compliance with the Act and Environmental Management Plan by all his/her sub-contractors, whether or not selected and/or approved by the Employer.

\* Refer to note <sup>2</sup> overleaf for Section 24 of the Constitution.

<sup>2</sup>Environment: Extract from Section 24 of the Constitution of the Republic of South Africa.

24. Everyone has the right –
  - (a) to an environment that is not harmful to their health or well-being; and



**PART C2: PRICING INSTRUCTIONS**

**C2.1 PRICING INSTRUCTIONS**

**PRICING INSTRUCTIONS JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)**

<b>Project title:</b>	
<b>Tender No:</b>	

**1. GENERAL**

- (a) The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.
- (b) The consultant(s)/project manager must acquaint themselves fully with all relevant matters pertaining to this section in order to enable prospective tenderers to price for all eventualities.

**2. BILLS OF QUANTITIES**

The **bills of quantities** forms part of and must be read and priced in conjunction with all the other documents forming part of the **contract documents**, the Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings and all other relevant documentation.

**3. VALUE ADDED TAX**

The tender price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the **bills of quantities** must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.

**C2.2 BILL OF QUANTITIES**

**NB** The BOQ must be completed in full using BLACK INK and the summary sheet completed and signed.

The BOQ must also be completed in full.

**Part C3**

**SCOPE OF WORK**

The project consist of the following items:

❖ **ROOF REPAIRS OF LUSIKISIKI MUNICIPAL OFFICES**

- Demolitions
- Roof Covering
- Carpentry and Joinery
- Ceiling
- Waterproofing
- Waterproofing
- Painting

**C 3.1: SCOPE OF WORKS-JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)**

<b>Project title:</b>	
<b>Tender No:</b>	

**C3. Scope of Works**

**1. GENERAL**

- a) The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.
  - b) The consultant(s)/project manager must acquaint themselves fully with all relevant matters pertaining to this section in order to enable prospective tenderers to price for all eventualities.
2. The following serves as a guideline only with regard to items to be included in this Scope of Work.
- a) **EXTENT OF THE WORKS**  
Scope as per attached spread sheet.
  - b) **ORDER OF THE WORKS**



Contract details for the works in sections, if applicable, must be inserted in **clause 42.2.8 of form C 1.2: Contract Data**.

c) BUILDINGS OCCUPIED

Specific requirements must be described in **clause 12.1.6 of the Schedule of Variables, Section B, JBCC Preliminaries**.

d) ACCESS

The access to the site is to be controlled by a security guard to be hired by the contractor, to control outgoing and incoming vehicles and pedestrians.

## EMPOWERMENT PRINCIPLES

### Labour Intensive Construction Methods

Labour intensive construction methods based on the Expanded Public Works Programme (EPWP) will be utilised where practically possible and feasible. Construction activities that are undertaken using labour intensive methods shall be based on the prevailing statutory minimum wage as determined by the Department of Labour.

#### Local Labour

Should personnel and labour, in addition to that provided by the Contractor, be required, the Contractor must endeavour to employ labourers, artisans and subcontractors from the community within the Local Municipal Area for the execution and completion of the work.

The Contractor and his sub-contractors shall ensure that they enter into a Contract of Employment with each employee engaged on the labour intensive aspects of this Contract

#### C3.3.2.1 General

Contractors are encouraged to promote LIC methods where and when possible by utilising temporary local labour from the surrounding local communities.

The chief aim of utilising LIC construction methods on this project is to afford an opportunity to the greatest possible number of members of the local community (and possibly surrounding communities if the circumstances warrant it and approval is granted by the Employer) to obtain temporary employment and where applicable to obtain certified and accredited in-service training, to increase their level of experience and enhance their ability to secure future employment.

There are specific requirements regarding labour intensive construction (LIC) and the use of affirmative business enterprises (ABE's) and historically disadvantaged individuals (HDI's) and with regard to training.

Contractors are encouraged to maximise labour based construction activities and the Works and activities shall be so programmed and executed that those operations and activities that can reasonably be done by means of hand labour are so performed.

**C3.3.2.2 The Community**

The Community in terms of Subclauses 1.(1)(cc) and 23.(4) of the Special Conditions of Contract shall for the purpose of this Contract be held to include all residents residing within a five kilometre radius of the site.

**C3.3.2.3 Recruitment of Local Labour**

Upon receipt of the Letter of Tender Acceptance the Contractor shall expeditiously proceed to arrange for the recruitment of local labour.

Most of the labour employed on the Contract shall, insofar as such labour is available, be recruited from the local Community stated above, unless it shall be agreed between the Employer, the Engineer and the Contractor that labour residing in neighbouring communities may be recruited and employed.

**4.....1 Labour intensive competencies of supervisory and management staff**

Contractors having a CIDB contractor grading designation of 5CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

**Table 1: Skills programme for supervisory and management staff**

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, <b>and</b> any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, <b>and</b> any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	

Site Agent / Manager (i.e the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard
---	---	--	--

**4...2 Employment of unskilled and semi-skilled workers in labour-intensive works**

**4.....2.1 Requirements for the sourcing and engagement of labour.**

4..2.1.1 Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

4...2.1.2 The rate of pay set for unskilled labour is R90 per day and skilled is R150 per day.

4...2.1.3 Tasks established by the contractor must be such that:

- a) the average worker completes 5 tasks per week in 40 hours or less; and
- b) the weakest worker completes 5 tasks per week in 55 hours or less.

4...2.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 4...2.1.3.

4...2.1.5 The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

- a) where the head of the household has less than a primary school education;
- b) that have less than one full time person earning an income;
- c) where subsistence agriculture is the source of income.
- d) those who are not in receipt of any social security pension income

4....2.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 60 % women;
- b) 20% youth who are between the ages of 18 and 35; and
- c) 2% on persons with disabilities.

**4...2.2 Specific provisions pertaining to SANS 1914-5**

**4.2.2.1 Definitions**

**Targeted labour:** Unemployed persons who are employed as local labour on the project.

**4....2.2.2 Contract participation goals**

4...2.2.2.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

4..2.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

#### **4...2.2.3 Terms and conditions for the engagement of targeted labour**

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

#### **4...2.2.2.4 Variations to SANS 1914-5**

4...2.2.2.4.1 The definition for net amount shall be amended as follows:

**Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.**

4...2.2.2.4.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

#### **4...2.2.2.5 Training of targeted labour**

4...2.2.2.5.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.

4...2.2.2.5.2 The cost of the formal training of targeted labour, will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.

4...2.2.2.5.3 A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works– Cinderella Makunike, Fax Number 012 328 6820 or email cinderella.makunike@dpw.gov.za Tel: 083 677 4026.

4...2.2.2.5.4 The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.

4...2.2.2.5.5 The contractor shall do nothing to dissuade targeted labour from participating in training programmes.

4...2.2.2.5.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 4...2.2.2.5.4 above.

4...2.2.2.5.5 Proof of compliance with the requirements of 4...2.2.2.5.2 to 4...2.2.2.5.6 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

**FENCING OF OLD LUSIKISIKI MUNICIPAL OFFICES**

DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<p><b>SECTION A</b>  <b>BILL NO.1 : PRELIMINARIES</b>                      General notes;</p> <p>Tenderers are advised to visit the site before tendering and satisfy themselves as to the nature and extent of the works, means of access to the site and availability of working space. No claims will be entertained due to the tenderer having failed to comply with the above tenderer having failed to comply with this conditions.                      F:..... V:..... T:.....</p> <p>The descriptions in the items are given as a guide and to assist Contractors in tendering, but are not necessarily accurate or complete. Contractors must verify the items by personal inspection on the site.                      F:..... V:..... T:.....</p> <p>Procedure of work;</p> <p>The Project Manager reserves the right to direct the order in which the contract will be executed, should circumstances necessitate such action.                      F:..... V:..... T:.....</p> <p>Loss by theft, fire or otherwise;</p> <p>The risk of loss by theft, fire, storm, riot or otherwise of the materials therein shall rest entirely with the Contractor immediately upon the handing over of the site. He shall take steps as he may deem fit for his own protection against such loss.                      F:..... V:..... T:.....</p> <p style="text-align: right;">Carried Forward</p>	Item	1		
	Item	1		
	Item	1		
	Item	1		

Brought Forward			
<b>CONDITIONS OF CONTRACT</b>			
<b>DEFINITIONS;</b>			
Definitions and interpretation (clause 1) F:..... V:..... T:.....	Item	1	
<b>OBJECTIVE;</b>			
Offer Acceptance and Performance (clause 2) F:..... V:..... T:.....	Item	1	
<b>PREPARATION;</b>			
Documents (clause 3) F:..... V:..... T:.....	Item	1	
Design Responsibility (clause 4) F:..... V:..... T:.....	Item	1	
Site Representative (clause 6) F:..... V:..... T:.....	Item	1	
Compliance with Regulations (clause 7) F:..... V:..... T:.....	item	1	
<b>14.8 Retention</b>			
The employer shall retain ten per cent (10%) of the value of certificate up to a limit of five per cent (5%) of the contract amount to the date of practical completion. Two and a half per cent (2, 5%) of such value after the date of practical completion to, but not including, the date of issue of the final payment certificate.	Item	1	
<b>EXECUTION;</b>			
Preparation for and Execution of the Works (clause 15) F:..... V:..... T:.....	Item	1	
Access to the Works (clause 16)	Item	1	
Carried forward			

Brought Forward			
Labor record			
At the end of each month, the Contractor must supply the Project Manager of a written record (in schedule format) of the amount and description of the Contractor's and Subcontractors skilled and unskilled labourers, set out for each day of the month. F:..... V:..... T:.....	Item	1	
Progress report			
At the end of each month, the Contractor must supply the Project Manager of a written progress report, which state the progress of the work and indicate how the progress respond with the program that was compiled for the work. F:..... V:..... T:.....	Item	1	
<b>LABOUR RATES</b>			
The tenderer is informed that the labour rate during the construction period will be a minimum for the following:			
Wages			
Security - R248.22/day F:..... V:..... T:.....	item	1	
General labour - R248.22/day F.....V.....T.....	item	1	
Skilled labour - R268.02/day F.....V.....T.....	item	1	
PSC stipend – R400/sitting F.....V.....T.....	item	1	
Rentals			
Site camp R700.00/month F.....V.....T.....	item	1	
Site office R450/month F.....V.....T.....	item	1	
Room for operators R350/month F.....V.....T.....	item	1	
Carried forward			

Brought forward			
<b>TEMPORALY SERVICES;</b>			
b) Living accommodation F:..... V:..... T:.....	Item	1	
c) Ablution and equipment F:..... V:..... T:.....	Item	1	
d) Water for construction F:..... V:..... T:.....	Item	1	
f) Removal of site Establishment F:..... V:..... T:.....	Item	1	
g) Management of the Works F:..... V:..... T:.....	Item	1	
h) The tenderer is enforced that the CLO must be provided by Ingquza Hill Local Municipality and his or her allowance is provided with the provisional sum at a rate of R268.78 per day. F.....V.....T.....	Item	1	
<b>HEALTH AND SAFETY</b>			
The contractor and his sub-contractors shall abide by all rules and regulations as required by the Occupational Health and Safety Act all the time during construction and observe all COVID-19 guidelines. F.....V.....T.....	Item	1	
<b>P's &amp; G's CARRIED TO SUMMARY</b>			



	<p><b>Section No. Lusikisiki Offices</b></p> <p><b>BILL NO.1: ALTERATIONS</b></p> <p>DEMOLITIONS</p> <p>Demolition of existing Chromodek roof covering and roof structure to be disposed at an allocated site.</p>	m <sup>2</sup>	726,00	
	<p><b>BILL NO.2: MANSORY</b></p> <p>BRICKWORK</p> <p>Sizes in descriptions:</p> <p>Where sizes in descriptions are given in brick units, 'one brick' shall represent the length and 'half brick' the width of a brick.</p> <p>BLOCKWORK IN SUPERSTRUCTURE</p>			
4	Block wall in beamfilling 200mm high.	m <sup>2</sup>	25,00	
5	Block wall.	m <sup>2</sup>	50,00	
	<p>BLOCKWORK SUNDRIES</p> <p>Blockwork reinforcement:</p>			
7	75mm Wide reinforcement built in horizontally.	m	60,00	
	CARRIED TO COLLECTION			

**BILL NO.3 : WATERPROOFING**

**DAMPPROOFING OF ROOF**

**Siscillation cover to roof**

1

In roofs.

m<sup>2</sup>

660,00

CARRIED TO COLLECTION

**BILL NO.4 : ROOF COVERINGS**

CORRUGATED METAL SHEETING AND  
ACCESSORIES (CPAP Work Group No 124)

0.58mm Chromadek green IBR profile  
sheeting

1	Roof covering with pitch not exceeding 25 degrees.	m <sup>2</sup>	650,00
2	Ridge capping.	m	40,00

CARRIED TO COLLECTION

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<b>BILL NO.5 : CARPENTRY AND JOINERY</b>			
PREFABRICATED ROOF TRUSSES, ETC.			
Plate nailed timber roof truss construction:			
Sawn softwood:			
1	38 x 114mm Wall plates.	m	80,00
2	38 x 114mm Rafters.	m	40,00
3	50 x 76mm Cross bracing(Provisional)	m	90,00
4	50 x 76mm Purlins.	m	750,00
5	50 x 76mm Splay cut purlins.	m	150,00
6	50x110mm S.A. Pine supports built into columns	m	8,00
7	Gangnail scissor russes type 1, 14.3m span x 3.30m high overall with 600mm eaves overhang projection on both sides.	No.	40,00
8	Gangnail scissor trusses type 2, 12.74m span x 2.88m high overall with 600mm eaves overhang projection on both sides.	No.	10,00
ROOF SUNDRIES			
Sundries:			
10	3 x30mm Galvanised hoop iron roof tie 1.2m girth with each end fixed to timber.	No.	65,00
EAVES, VERGES, ETC			
Everite FC' barge boards:			
11	80 x 200mm Socketless barge board, joined with PVC H profile joiners and screwed to sprocket ends.	m	40,00
Everite FC77 pressed fibre-cement:			
12	15 x 225mm Fascias including galvanised steel H-profile jointing strips fixed to rafterfeet.	m	110,00
Carried forward			

		Brought forward		
		<b>SKIRTINGS</b>		
		Wrought meranti:		
13	19 x75mm Skirting plugged including 19mm quadrant bead nailed	M	162,00	
14	19 x75mm Skirting stepped over treads and risers plugged.	M	12,00	
		<b>FRAMED DOORS ETC</b>		
		Wrought meranti doors:		
		Wrought meranti doors hung to steel frames:		
15	44mm Framed ledged and braced batten double door 1803 x 2032mm high	No.	1,00	
16	40mm Thick framed and ledged, each leaf having eight raised and fielded both sides panels size 1803 x 2032mm high	No.	2,00	
17	40mm Thick framed and legded door size 813 x2032mm high with fanlight.	No.	1,00	
		<b>HOLLOW CORE FLUSH DOORS</b>		
18	Hollow core flush doors with commercial veneer hung on meranti timber frame.	no	1,00	
19	44x90mm Wrought meranti framed framing.	M	20	
		<b>Carried to collection</b>		
		<b>BILL NO.6 : CEILINGS PARTITIONS AND ACCESS FLOORING</b>		
		NAILED UP AND SCREW UP CEILINGS (CPAP Work Group No 126)		
		6.4mm "Rhino" gypsum plasterboard		
1	Sloping ceilings including 38 x 38mm sawn softwood brandering at 450mm centres	m <sup>2</sup>	600,00	
2	Extra over ceiling for 600 x 600mm trap door of 38 x 50mm wrought softwood rebated framing with one 38 x 5mm sawn softwood cross brander covered with ceiling board and fitted flush in opening.	No.	2,00	
		Carried forward		



<b>BILL NO.7: PAINTWORK ON FLOATED PLASTER</b>				
1	Prepare surfaces and remove all loose material, apply one coat 'Plascon Merit Plaster Primer' and two coats 'Plascon Polvin Super Acrylic' paint:			
2	On interior walls.	m <sup>2</sup>	600,00	
3	On exterior walls.	m <sup>2</sup>	580,00	
<b>ON PLASTER BOARD</b>				
Prepare surfaces and remove all loose material, apply one coat 'Plascon Merit Plaster Primer' and two coats 'Plascon Professional Copolymer Acrylic' paint:				
4	On ceilings and cornices.	m <sup>2</sup>	590,00	
<b>ON FIBRE-CEMENT, ETC.</b>				
Prepare surfaces and remove all loose material, apply one coat 'Plascon Wall and All Pure Acrylic' thinned 20% and one coat 'Plascon Wall and All Pure Acrylic' paint:				
5	On exterior fascias and barge boards.	m <sup>2</sup>	80,00	
<b>ON METAL;</b>				
6	On door frames.	m <sup>2</sup>	5,00	
<b>ON WOOD, WOOD BOARD</b>				
Stop, fill, sand down and prepare wood surfaces and apply one coat 'Plascon Oil Wood Primer', one coat 'Plascon Merit Universal Undercoat' and two coats 'Plascon Super Universal Enamel' paint:				
10	On interior doors.	m <sup>2</sup>	25,00	
Carried to collection				

**BILL NO.8 : PROVISIONAL SUMS**

ELECTRICAL INSTALLATION

ELECTYRIFICATION

1	Provide the amount of R 60,000.00 (Thirty Five Thousand Rands) for Electrical Installation.	Item	1,00	60 000.00
2	Profit on above item.	Item	1,00	
3	Attendance on ditto.	Item	1,00	

CARRIED TO COLLECTION



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<b>SECTION C</b>			
<b><u>COLLECTION</u></b>			
Bill No.1 Demolitions			
Bill No. 2. Mansory			
Bill No. 3 Water Proofing			
Bill No. 4 Roof Covering			
Bill No. 5 Carpentry			
Bill No. 6 Ceilling, Partition, and Access Roofing			
Bill No. 7 Paint			
Bill No. 8 Electrification			
<b>LUSIKISIKI OFFICES CARRIED TO FINAL SUMMARY</b>			

**FINAL SUMMARY**

<b>P'S AND G'S</b>		
<b>LUSIKISIKI OFFICES ROOF</b>		
<b>SUB TOTAL 1</b>		<b>R</b>
<b>CONTINGENCIES (5% OF SUB TOTAL 1)</b>		<b>R</b>
<b>SUB TOTAL 2</b>		<b>R</b>
<b>ADD VAT @ 15% OF SUB TOTAL 2</b>		<b>R</b>
<b>TOTAL SUM CARRIED TO TENDER FORM</b>		