



CONSTRUCTION OF SPEED HUMP IN LADY GREY – KWEZI NALEDI

214/ 2020 - 2021

TENDER SUBMITTED BY:

Name of Company :

Contact Name :

Contact No :

Address :

Tender Amount (VAT Incl.) :

The Municipal Manager

Senqu Municipality
19 Murray Street
Lady Grey
9755
Tel: (051) 603 1349/1342
Fax: (051) 603 0445

SCM Inquiries: Tsotso Babalwa tsotsob@senqu.gov.za
Technical inquiries: Nkopane Neo nkopanen@senqu.gov.za

CLOSING DATE: Monday, 21st December 2020 @ 12h00

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NOTICE No: 214/ 2020 – 2021

CONSTRUCTION OF SPEED HUMP IN LADY GREY - KWEZINALEDI

THE TENDER

PART T1: TENDERING PROCEDURES

CONTENTS

T1.1 Tender notice and invitation to tender

T1.2 Tender data

END OF SECTION

T1.1. TENDER NOTICE AND INVITATION TO TENDER



Bid Notice No: 214/ 2020 – 2021Q

CONSTRUCTION OF 180 ACCESS TO PROPERTIES IN TIENBANK

Senqu Municipality hereby invites bids from all prospective, accredited and qualifying bidders for the formal written quotation hereunder:

Bid Number	Bid Name	Closing Date and Time	Compulsory Briefing Session/ Site Inspection	CIDB Grading	Evaluation Criteria
214/2020 – 2021 Q	Construction of 180 access into properties in Tienbank	Date: 21st December 2020 Time: 12:00 pm	Date: 14th December 2020 Time: 12:00 Venue: Bhunga Hall - Sterkspruit	Eligible Contractor with a 1 CE	80/20 Preference Point System

The minimum specifications are detailed in the bid document on the website <http://www.senqu.gov.za> and www.etenderportal.gov.za Completed tender documents must be in a sealed envelope endorsed with the name, **(CONSTRUCTION OF 180 ACCESS IN PROPERTIES TIENBANK: BID NO: 215/ 2020 – 2021Q** and must be deposited in the Tender/Bid Box at the Senqu Municipal Offices, Lady Grey not later than **12:00, 21st December 2020**; when bids will be opened in public.

(Note: For purposes of local economic development, the awarding of bids will be split equally per project. No bidder will be awarded more than one project)
NB:(This bid is estimated to be between R30 000-R200 00)

Enquiries should be addressed to:

SCM: Tsotso Babalwa at 051 603 1349 tsotsob@senqu.gov.za
Technical: Zihle Olwethu at 051 603 1432 zihleo@senqu.gov.za

Senqu Municipality Supply Chain Management Policy as well as the following conditions shall apply:

- Canvassing of municipal staff or councillors will automatically disqualify any bidder.
- The bid must be per bound with own documents and all SCM documents and bid advertisement. Bid documents must remain **INTACT**. Bids may only be submitted on the bid documentation provided by the Municipality
- The bid must be bound with the bidding checklist as the first page of the document with the completed page numbers.

RETURNABLE DOCUMENTS (failure to submit any of the following will result in disqualification)

- Service Providers full name, identification number or company or other registration number
- Valid SARS pin number confirmation certificate.
- Prices must be valid for a minimum period of 90 days.
- The municipal rates and taxes and municipal charges owed by the preferred bidder and any of its directors, to the municipality and municipal entity, or to any other municipality or its entity, must not be in arrears for more than three months. Proof must be submitted in the form of a recent municipal account or letter of good standing.
- CIDB Certificate
- CSD Certificate
- Submission of an original B-BBEE Verification Certificate or certified copy.
- The following Municipal Bid Documents are compulsory documents and must be included in the tender document and signed: They are available on the municipal website www.senqu.gov.za.
 - Advertisement (This document)
 - Specifications (Terms of reference)
 - MBD 1 (Invitations to bid)
 - MBD 3.1 (Pricing schedule)
 - MBD 4 (Declaration of Interest)
 - MBD 6.1(Preference points claim form)
 - MBD 8 (Declaration of Bidder's past supply chain management practices)
 - MBD 9 (Certificate of independent bid determination)
 - **Failure to complete all supplementary information and the RETURNABLE SCHEDULES including requested MBD Forms not completed in full and not signed will result in the tender being disqualified.**

SUPPLEMENTARY INFORMATION

- The successful bidder will be required to register on the Senqu Municipality data base.
- The Senqu Municipality does not bind itself to accept the lowest or any other bid and reserves the right to accept the whole or part of any bid.
- No emailed or faxed documents will be accepted.
- Any false declaration made by a bidder will be treated in accordance with guiding legislation and will be reported to the authorities.
- Prices must be valid for a minimum period of 90 days and include VAT
- It is the responsibility of the Bidder to ensure that bids sent via courier are placed in the Tender/Bid Box by the advertised date and time.
- The successful bidder will be requested in certain circumstances to be requested to enter into a Service Level Agreement.
- Bids which are late, incomplete or unsigned will not be accepted for evaluation.
- All disputes, objections, complaints and queries will be settled as per paragraph 56 of the Senqu Municipal Supply Chain Policy through mutual consultation, mediation (with or without legal representation) or when unsuccessful through a South African court of law.

.....
MM Yawa
Municipal Manager

9 December 2020

T1.2. TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity as published in CIDB Board Notice 136 of 2015 as published in Government Gazette No 38960 of 10 July 2015 and as amended and supplemented by the Tender Data in this Part T1.2. The complete extract entitled “Annex F” of the CIDB Standard for Uniformity as published in CIDB Board Notice 136 of 2015 with its originally-published page numbers “34” to “48” is bound into Part T1.3. These Conditions of Tender are furthermore subject to the requirements of the Preferential Procurement Framework ACT, 2000: Preferential Procurement Regulations, 2017 published in Government Gazette No 40553 dated 20 January 2017, and to the requirements of the Preferential Procurement Regulations of SENQU LOCAL MUNICIPALITY.

The Standard Conditions of Tender makes several references to the tender data. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Addition or Variation to Standard Conditions of Tender														
1.	General														
1.1	<p>The Employer is: Senqu Municipality 19 Murray Street Lady Grey 9755</p>														
1.2	<p>The tender documents issued by the employer comprise of one volume only and consists of the following:</p> <p><u>THE TENDER</u></p> <table> <tr> <td>Part T1</td> <td>Tendering Procedures</td> </tr> <tr> <td>Part T1.1</td> <td>Tender Notice and Invitation to Tender</td> </tr> <tr> <td>Part T1.2</td> <td>Tender Data</td> </tr> <tr> <td>Part T2</td> <td>Returnable Documents</td> </tr> <tr> <td>Part T2.1</td> <td>Returnable Documents</td> </tr> <tr> <td>Part T2.2</td> <td>Checklist</td> </tr> </table> <p><u>THE CONTRACT</u></p> <table> <tr> <td>Part C1</td> <td>Agreements and Contract Data</td> </tr> </table>	Part T1	Tendering Procedures	Part T1.1	Tender Notice and Invitation to Tender	Part T1.2	Tender Data	Part T2	Returnable Documents	Part T2.1	Returnable Documents	Part T2.2	Checklist	Part C1	Agreements and Contract Data
Part T1	Tendering Procedures														
Part T1.1	Tender Notice and Invitation to Tender														
Part T1.2	Tender Data														
Part T2	Returnable Documents														
Part T2.1	Returnable Documents														
Part T2.2	Checklist														
Part C1	Agreements and Contract Data														

Clause	Addition or Variation to Standard Conditions of Tender
	Part C1.1 Form of Offer and Acceptance
	Part C1.2 Contract Data
	Part C2 Pricing Data
	Part C2.1 Pricing Instructions
	Part C2.2 Bill of Quantities
	Part C3 Scope of Work
	Part C3.1 Description of the Works
	Part C3.2 Engineering
	Part C3.3 Procurement
	Part C3.4 Construction
	Part C3.5 Specifications
	Part C4 Site Information
	Part C4.1 Scope of Site Information
	Part C5 Annexures
	Part C5.2 Tender Drawings
	<p>The following publications form part of the contract documents, but is not supplied by the employer.</p> <p>VOLUME 2: GENERAL CONDITIONS OF CONTRACT</p> <p>The General Conditions of Contract for Construction Works, 3rd Edition (2015), as published by the South African Institution of Civil Engineering. This document is available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685.</p> <p>VOLUME 3: SANS</p> <p>The South African National Standards (SANS) Series as published by the South African Bureau of Standards, Private Bag X191, Pretoria. This document is available at the Contractor's expense.</p> <p>Volume 1 is deemed the "Returnable Documents" which must be returned to the Employer in terms of submitting a tender offer.</p> <p>Volume 2 and 3 may also be inspected, by appointment, at the offices of the Employer's Agent during office hours.</p>
1.3.2	The Standard Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for tender evaluation purposes, shall also form part of the Contract arising from the invitation to tender.

Clause	Addition or Variation to Standard Conditions of Tender
1.4	<p>The Principal Agent is: <u>Senqu Municipality</u> 19 Murray Street Lady Grey 9755 Tel: 051 603 1450 Fax: 051 603 3445 Technical inquiries: Olwethu Zihle zihleo@senqu.gov.za</p>
1.5.	<p>Reject or Accept</p> <p>The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer and may cancel the tender process and reject all tender offers at any time before the formation of the contract. The employer shall not accept or incur any liability to a bidder for such a cancellation and rejection, but will give written reason for such action upon written request to do so.</p>
2.	BASIS OF CONTRACT
2.1	<p>Eligibility requirements</p> <p>Only tenderers who meet all requirements for this bid, that have completed all documents in full and attached all compulsory returnable documents, will be eligible for this bid.</p>
2.2	<p>CIDB Requirements</p> <p>Only tenderers who are registered with the CIDB, prior to the evaluation of submissions, in a contractor grading designation equal to 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 CE class of construction work are eligible to have their tenders evaluated. For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer requires the tenderer to have a 1 CE CIDB rating.</p> <p>No Joint Ventures allowed</p>

2.7	<p>A compulsory site visit/ clarification meeting</p> <p>A compulsory site visit and clarification meeting will be held as follows:</p> <p>Date: Friday, 14th December 2020</p> <p>Time: 12h00</p> <p>Venue: Municipal building, 19 Murray street, Lady Grey, 9755</p> <p>Tender documents will be downloaded from the Senqu Municipal website at www.senqu.gov.za. Bidders will have to bind own documents before submission.</p>
2.8	<p>Seek clarification</p> <p>Request clarification of the tender documents, if necessary, by notifying the Employer's official or the Employer's agent indicated in the tender notice and invitation to tender (section T1.1) in writing at least ten working days before the closing time stated in clause 2.15.</p>
2.9	<p>Insurance</p> <p>The Employer does not provide insurance. The Contractor is responsible for providing full insurance cover for the contract.</p>
2.10.5	<p><i>Add the following new clause to Item 2.10:</i></p> <p>A digital copy of the Bill of Quantities in spreadsheet format may be obtained from the Employer's official or the Employer's agent indicated in the tender notice and invitation to tender (section T1.1) upon sufficient notice.</p>
2.11	<p><i>Add the following:</i></p> <p>To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.</p>
2.13	<p>Submitting a tender offer</p> <p>NO late, faxed, emailed, or other form of tender will be accepted. Bids must be completed in full with "BLACK INK" and compulsory returnable documents must be attached, put in sealed envelopes and clearly marked with correct project name and number.</p> <p>No substitute tender offers will be considered.</p> <p>All tenders submitted to Senqu Municipality will become property of the municipality and remain in the municipality's possession.</p>
2.13.2	<p><i>Replace the item with the following:</i></p> <p>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.</p> <p>All volumes are to be left intact in their original formats and no pages shall be removed or re-arranged.</p>
2.13.3	<p><i>Add the following:</i></p> <p>No copies of the tender offer are required.</p>

2.13.4	<p><i>Add the following:</i></p> <p>Only authorised signatories may sign the original and all copies of the tender offer where required in terms of 2.13.3.</p>
2.13.5	<p><i>Add the following:</i></p> <p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Tender box location: Senqu Municipality</p> <p>Physical address: 19 Murray Street, Lady Grey, 9755</p> <p>Identification details:</p> <p>NOTICE No: 214/2020-2021_CONSTRUCTION OF SPEEDHUMPS IN LADY GREY.</p> <p>The name and address of the tenderer shall be entered on the back of the envelope.</p>
2.13.6	<p>Two-Envelope System</p> <p>A two-envelope procedure will NOT be followed.</p>
2.13.10	<p><i>Add the following new clause to Item 2.13:</i></p> <p>Accept that all conditions, which are printed or written upon any stationery used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</p>
2.14	<p><i>Add the following:</i></p> <p>The Tenderer is required to enter information in the following sections of the document:</p> <p>Part T2.1 : MBD Forms</p> <p>Part T2.2 : Returnable Documents</p> <p>Part T2.4 : Checklist</p> <p>Part C1.1 : Form of Offer and Acceptance</p> <p>Part C1.2 : Contract Data (Part 2)</p> <p>Part C2.2 : Bill of Quantities</p> <p>Part C2.3 : Summary of Bill of Quantities</p> <p>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</p> <p>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</p> <p>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in clause 2.23 shall result in a tender offer being regarded as non-responsive.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p> <p>Accept that the Employer is restricted in accordance with clause 4(4) of the Construction Regulations, 2003, to only appoint a contractor whom he is satisfied has the <u>necessary</u></p>

	<u>competencies and resources</u> to carry out the work safely.
2.15.1	<p><i>Add the following:</i></p> <p>The closing time and location for the submission of tender offers are: Closing date and time: Monday, 21st December 2020 @ 12h00 PM Location: Senqu Municipality, 19 Murray street, Lady Grey 9755 Tender box located at security offices and Municipal office entrance</p>
2.16.1	<p>Tender offer validity</p> <p>The tender offer validity period is 90 days.</p> <p>If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.</p>
2.16.3	<p><i>Add the following:</i></p> <p>Accept that should the Tenderer unilaterally withdraw his tender during this period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.</p>
2.18.3	<p><i>Add the following new clause to Item 2.18:</i></p> <p>Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.</p> <p>Accept that the Employer or his agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining the weather required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.</p>
2.22	<p><i>Replace the item with the following:</i></p> <p>Return all retained tender documents prior to the closing time for the submission of Tender Offers.</p>
2.23	<p><i>Add the following:</i></p> <p>The following certificates/information are to be provided with the tender offer:</p> <ul style="list-style-type: none"> (a) Tax clearance certificate (in terms of the Preferential Procurement Regulations, 2011 published in Government Gazette No 34350 dated 8 June 2011), or Tax Compliance Status Pin Issued. (b) Certified copy of VAT Registration Certificate, (c) Certified copy of Certificate of Incorporation (if tenderer is a Company) (d) Certified copy of Founding Statement (if tenderer is a Closed Corporation) (e) Certified copy of Partnership Agreement (if tenderer is a Partnership)

	<p>(f) Certified copy of Identity Document (if tenderer is a One-man concern),</p> <p>(g) Joint venture agreement (if the tenderer is a joint venture).</p> <p>(h) Proof of CIDB Registration. A contractor may not undertake, carry out or complete any construction works or portion thereof for public sector contracts, awarded in terms of competitive tender or quotation, unless he or she is registered with the CIDB and holds a valid registration certificate issued by the Board.</p> <p>(i) Original Property Rates & Taxes Clearance Certificate, or a copy of a Valid Lease Agreement (if renting)</p> <p>(j) Previously successfully completed Completion Certificates.</p> <p>(k) Certified copies of Curricula Vitae of all supervisory and safety personnel.</p> <p>(l) Pro-forma Certificate of Insurance cover.</p> <p>(m) Valid certificate of B-BBEE Status Level of Contributor as issued by an accredited body. To be attached to the relevant Form in Part 2.2 Returnable Schedules</p> <p>(n) Central Suppliers Database (CSD) registration</p>
3.	The Employer's Undertakings
3.1.1	<p><i>Replace the item with the following:</i></p> <p>Respond to a request for clarification received up to ten working days before the Tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents within seven working days of the same date.</p>
3.4.1	<p><i>Add the following:</i></p> <p>The time and location for opening of the tender offers are:</p> <p>Date and time: 18 December 2020 @ 12H00</p> <p>Location: Senqu Municipality, 19 Murray street, Lady Grey 9755</p> <p>Tender box located at security offices and Municipal office entrance</p>
3.5	<p><i>Replace the item with the following:</i></p> <p>A two-envelope procedure will NOT be followed.</p>
3.8.4	<p><i>Add the following new sub item to Item 3.8:</i></p> <p>N/A</p>
3.9	<p><i>Replace the item with the following:</i></p> <p>Check responsive tender offers for arithmetical errors.</p> <p>Correcting arithmetical errors in the following manner:</p> <p>(a) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall be corrected.</p> <p>(b) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the tenderers total pricing shall govern.</p> <p>(c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total</p>

	<p>of the prices.</p> <p>Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered.</p>																				
3.11	<p><i>Add the following:</i></p> <p>Method 1: Price and Preference will be used for tender evaluation.</p>																				
3.11.2	<p><i>Replace the item with the following:</i></p> <p>Method 1: Price and Preference</p> <p>In the case of a price and preference:</p> <ol style="list-style-type: none"> 1) Score functionality. Price and preference 2) Score points for BBBEE contribution 3) Add the points scored for price and BBBEE <p>The 80/20 preference point system for acquisition of services, works or goods up to Rand value equal to or above R 30 000 and up to R 50 million</p> <p>4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):</p> $P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$ <p><i>Where</i> <i>P_s = Points scored for comparative price of tender or offer under consideration;</i> <i>P_t = Comparative price of tender or offer under consideration; and</i> <i>P_{min} = Comparative price of lowest acceptable tender or offer.</i></p> <p>(4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:</p> <p>(4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:</p> <table border="1" data-bbox="363 1512 1252 1836"> <thead> <tr> <th>B-BBEE Status Level of contributor</th> <th>Number of Points</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>20</td> </tr> <tr> <td>2</td> <td>18</td> </tr> <tr> <td>3</td> <td>14</td> </tr> <tr> <td>4</td> <td>12</td> </tr> <tr> <td>5</td> <td>8</td> </tr> <tr> <td>6</td> <td>6</td> </tr> <tr> <td>7</td> <td>4</td> </tr> <tr> <td>8</td> <td>2</td> </tr> <tr> <td>Non-compliant Contributor</td> <td>0</td> </tr> </tbody> </table> <p>(4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)</p> <p>(4)(d) The points scored by tender in respect of B-BBEE contribution contemplated subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).</p>	B-BBEE Status Level of contributor	Number of Points	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-compliant Contributor	0
B-BBEE Status Level of contributor	Number of Points																				
1	20																				
2	18																				
3	14																				
4	12																				
5	8																				
6	6																				
7	4																				
8	2																				
Non-compliant Contributor	0																				

(4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

3.11.7

Replace the item with the following:

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

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

where: N_{FO} is the number of tender evaluation points awarded for price.
 W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.
 A is a number calculated using the formula and option described in Table F.1

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

Formula	Comparison aimed at achieving	Option 1 ^a
2	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m}\right)$
	Lowest price or percentage commission /fee '	$A = \left(1 - \frac{(P - P_m)}{P_m}\right)$
^a	P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.	

3.11.8	<p><i>Replace the item with the following:</i></p> <p>Scoring preference</p> <p>The tenderer is required to submit a B-BBEE Verification Certificate in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 (see relevant form in Returnable Schedules) as amended in the Government Gazette No 40553 dated 20 January 2017. See also www.sanas.co.za for details of accredited Verification Agencies.</p> <p>Eligibility for preference points is subject to the following conditions:</p> <ul style="list-style-type: none"> (a) A tenderer's scorecard shall be based on the Construction Sector Codes of Practice promulgated in Government Gazette 32305 of 5 June 2009; and (b) The scorecard shall be submitted as a certificate attached to the relevant page of the Returnable Documents; and (c) The certificate shall have been issued by <ul style="list-style-type: none"> (i) a verification agency accredited by the South African National Accreditation System (SANAS); or (ii) a registered auditor approved by the Independent Regulatory Board of Auditors (IRBA), in accordance with Government Notice 754 issued by the Department of Trade and Industry on 23 September 2011 under Government Gazette 34612; and (d) The date of issue of the certificate must be less than 12 (twelve) months prior to the advertised tender closing date (see Tender Data F.2.15); and (e) Compliance with any other information requested to be attached to the relevant page of the Returnable Documents; and (f) If a tenderer has failed to submit an acceptable Verification Certificate, a period of 24 hours will be granted to re-submit a valid Verification Certificate; and (g) Failure to submit any valid Verification Certificate will result in the award of 0 (zero) points for preference; and (h) In the event of a Joint Venture (JV), a consolidated B-BBEE Verification Certificate in the name of the JV shall be submitted.
3.12	<p><i>Replace the item with the following:</i></p> <p>If requested by any Tenderer, submit for the Tenderers' information the policies or certificates of insurance (or both) which the conditions of contract identified in the Contract Data require the Employer to provide.</p>
3.13.1	<p><i>Add the following new sub item to Item 3.13:</i></p> <p>A Tender offer will only be accepted on condition that such acceptance is not prohibited in terms of the Municipal Supply Chain Management Regulations published in terms of the Municipal Finance Management Act, 2003.</p>
3.16	<p><i>Replace the item with the following:</i></p> <p>Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Employer's agent.</p>
3.17	<p><i>Add the following:</i></p> <p>The successful tenderer shall receive one copy of the signed contract.</p>

END OF SECTION



CONSTRUCTION OF SPEED HUMP IN LADY GREY

**(Note: For purposes of local economic development, the awarding of bids will be split equally per project. No bidder will be awarded more than one project)
NB:(This bid is estimated to be between R30 000-R200 00)**

NOTICE No: 214/ 2020 – 2021

CIDB GRADING: 1CE

THE TENDER

PART T2: RETURNABLE DOCUMENTS

CONTENTS

T2.1	List of returnable documents
T2.2	Returnable schedules

END OF SECTION

T2.1. LIST OF RETURNABLE DOCUMENTS

The Following Bidding Checklist is a tool to ensure that the tenderer provide complete tender documentation to ensure that the bid can be considered for evaluation and adjudication.

Document Name	Signature Required	Compulsory Status	Indicate page Number where Document can be found
A Valid & <u>Original Tender Tax Clearance</u> Certificate or SARS PIN Number. In Case of a Joint Venture – A Tender Tax Clearance in the name of the Joint Venture.	NO	YES	PG _____
<u>A Valid Municipal Account or Letter of Good Standing</u> (It is a Municipal account for rates and taxes of the preferred bidder or Letter of Good standing from the Municipality where bidders is based indicating that the bidders municipal account is not in arrears for more than 90 days including satellite offices and including rental premises) or a rental agreement with the letter from the Landlord stating that all services/taxes are paid up to date.	NO	YES	PG _____
A Valid B-BBEE Status Level Certificate or Joint Venture B-BBEE Certificate	NO	NO (No B-BBEE Points can be awarded if this certificate is not present)	PG _____
Central Supplier Database Pin Number (Compulsory)	YES	YES	PG _____
MBD 1(Compulsory)	YES	YES	PG _____
MBD 3.1 (Compulsory for PRICING SCHEDULE – FIRM PRICES)	YES	YES	PG _____
MBD 4 (Compulsory for all shareholders and or directors.)	YES (Compulsory Signature NB!)	YES	PG _____
MBD 6.1 (Compulsory)	YES (Compulsory Signature NB!)	YES	PG _____
MBD 8(Compulsory)	YES (Compulsory Signature NB!)	YES	PG _____
MBD 9(Compulsory)	YES (Compulsory Signature NB!)	YES	PG _____
Specifications Cost breakdown must be done in terms of approved Specifications	YES (Compulsory Signature NB!)	YES	PG _____



CONSTRUCTION OF SPEED HUMP IN LADY GREY – KWEZI NALEDI

**(Note: For purposes of local economic development, the awarding of bids will be split equally per project. No bidder will be awarded more than one project)
NB:(This bid is estimated to be between R30 000-R200 00)**

NOTICE No: 214/ 2020 – 2021

CIDB GRADING: 1CE

T2.2: RETURNABLE SCHEDULES

PART A

INVITATION TO BID MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (SENQU LOCAL MUNICIPALITY)					
BID NUMBER:	214/2020-2021	CLOSING DATE:	18 DECEMBER 2020	CLOSING TIME:	12H00
PROJECT DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
19 Murray Street, Lady Grey, 9755					
Private Bag X 003, Lady Grey, 9755					
Tel: 0516030019 Fax: 0516030445					
e-mail: info@senqu.gov.za					
SUPPLIER INFORMATION					
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
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

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/RATES	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	Mr OM ZIHLE
CONTACT PERSON	Ms B Tsotso	TELEPHONE NUMBER	0516031432
TELEPHONE NUMBER	0516030019	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	zihleo@senqu.gov.za
E-MAIL ADDRESS	tsotsob@senqu.gov.za		

**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:

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....
-	At:	.....
-	Brand and Model	.....
-	Country of Origin	.....
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....
-	Period required for delivery	.....	*Delivery: Firm/Not firm
-	Delivery basis	.....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

DECLARATION OF INTEREST (IN THE SERVICE OF THE STATE) (MBD 4)

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

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:.....

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

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

3.8.1 If yes, furnish particulars
.....
.....

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

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

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

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



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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of R 30 000.00 up to R 50 000 000.00 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated NOT to exceed R50 000 000.00 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	<u>100</u>

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

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

2. DEFINITIONS

2.1 “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance

fund contributions and skills development levies;

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

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

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{\min} = Comparative price of lowest acceptable bid

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

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

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

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

8 SUB-CONTRACTING

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

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?%

(ii) the name of the sub-contractor?

.....
(iii) the B-BBEE status level of the sub-contractor?

.....
(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :.....

9.2 VAT registration number :.....

9.3 Company registration number
.....
:

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated

.....
Registered Account Number
Stand Number

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

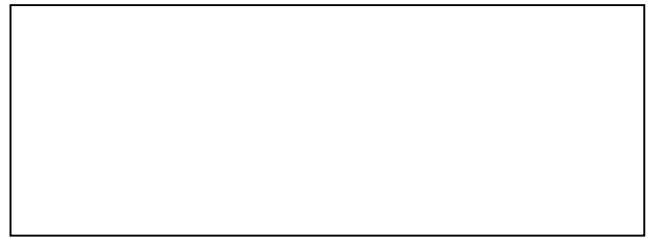
9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution

WITNESSES:

- 1.
.....



SIGNATURE(S) OF BIDDER(S)

- 2.
- 3.

DATE:.....

ADDRESS:

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

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.

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 (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____
WITNESS No. 1 _____ **DATE:** _____
WITNESS No. 2 _____ **DATE:** _____

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

- 1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) **Senqu Local Municipality** in accordance with the requirements and specifications stipulated in bid number at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2.	.....
DATE:.....	

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	<u>BRAND</u>	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

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	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? <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> The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court 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:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

- 3 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:

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

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

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

MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or

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

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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



CONSTRUCTION OF SPEED HUMP IN LADY GREY – KWEZI NALEDI

NOTICE No: 214/ 2020 – 2021

CIDB GRADING: 1CE

THE CONTRACT

C.1 AGREEMENTS AND CONTRACT DATA

PART C.1: AGREEMENT AND CONTRACT DATA

- C1.1. Form of Offer and Acceptance
- C1.2. Contract Data
- C1.4 Occupational Health and Safety

PART C.2: PRICING DATA

- C2.1. Pricing Instructions

PART C.3: SCOPE OF WORK

- C3.1. Scope of Work

PART C.4: SITE INFORMATION

- C4.1. Site Information

C1.1. FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter in contract in respect of the following works: **“PROJECT NO: 214/2020-2021_and CONSTRUCTION OF SPEEDHUMPS IN LADY GREY.**

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

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

THE OFFERED TOTAL FOR ALL THE WORKS (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 Bidder before the end of the period of validity stated in the Tender Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature(s)
Name(s)
Signature(s)

For the Bidder.....
(Name and address of organisation)

Name & Signature
Of witness Name Date

ACCEPTANCE

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

The terms of the contract are contained in:

- o Agreements and Contract Data (which includes this Agreement)
- o Pricing Data
- o Scope of Work
- o Site information

And drawings and documents or parts thereof, which may be incorporated by reference into above stated terms.

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

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

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

Signature(s)

For the Bidder.....
(Name and address of organisation)

Name & Signature of witness
Name Date

SCHEDULE OF DEVIATIONS

Notes:

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

1. **Subject**
Details.....
.....
2. **Subject**
Details.....
.....
3. **Subject**
Details.....
.....
4. **Subject**
Details.....
.....
5. **Subject**
Details.....
.....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Bidder and the Employer during this process of Offer and Acceptance. It is expressly agreed that no

other matter whether in writing, oral communication or implied during the period between the issue of the Tender documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE BIDDER:

Signature(s)

Name(s)

Signature(s)

For the Bidder..... ..

(Name and address of organisation)

FOR THE EMPLOYER

Signature(s)

Name(s)

Signature(s)

For the Bidder..... ..

(Name and address of organisation)

C1.2. CONTRACT DATA

GENERAL CONDITIONS OF CONTRACT

This contract will be based on the “General Conditions of Contract for Construction Works, 3rd Edition (2015), published by the South African Institution of Civil Engineering.

The General Conditions of Contract, hereinafter referred to as GCC 2015, are not bound into this document, but are available at the Contractor’s expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685. Each party to the Contract shall purchase its own copy of the correct print edition of the GCC 2015 that applies to this Contract (see Notes on the next page).

NOTES

Note 1

The Edition Number (3rd Edition, 2015) must not be confused with its **print edition** number. The 2nd Edition, 2010 in itself has had various print editions since its initial publication, and various early print editions of the 3rd Edition, 2015 contain General Conditions (and text elsewhere in the publication) that have been amended in later print editions. It is therefore important that a correct print edition be used for this contract.

The print edition number or print number appears as the last line of text on a non-numbered page that precedes page iii in the beginning of the publication for each of the Revised Second Print, Revised Third Print. No such print edition number appears for the First Print, i.e. the print edition preceding the Revised Second Print.

The following print editions of the GCC specifically apply to this contract:

3rd Edition, 2015

The following early print editions of the 3rd Edition, 2015 specifically do not apply to this contract:

Any copy of the 3rd Edition, 2015 where the print edition number is not shown

Revised Second Print

Revised Third Print.

Note 2

Each item of data below is cross-referenced to the clause in the Conditions of Contract to which it applies.

Note 3

Certain pro-forma forms and pro-forma agreements contained in the GCC 2015 have been adapted for this particular contract. Those pro-forma forms and pro-forma agreements contained in the GCC 2015 do not apply where replaced by similar pro-forma forms and pro-forma agreements in this procurement document.

Part 1: Data provided by the Employer

Clause	Contract Data
1.1.1.12	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“The special non-working days are all South African statutory holidays and as further defined in Clause 5.8.1.”</p>
1.1.1.14	<p><i>ADD THE FOLLOWING TO THE END OF THIS DEFINITION:</i></p> <p>“This Clause shall apply mutatis mutandis to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.</p> <p>The time for completion of the Works is indicated in Clause 5.5.1.</p>
1.1.1.15	<p>The Employer is SENQU MUNICIPALITY.</p>
1.1.1.16	<p>The Employer’s agent means any Director, Associate or Professional Engineer appointed generally or specifically by the management of the firm Senqu Municipality to fulfil the functions of the Employer’s agent in terms of the Conditions of Contract.</p>
1.2	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.</p> <p>1.2.1.4 Posted to the Contractor’s address, and delivered by the postal authorities.</p> <p>1.2.1.5 Delivered by a courier service, and signed for by the recipient or his representative.</p> <p>The address of the Employer is:</p> <p>SENQU LOCAL MUNICIPALITY PRIVATE BAG X03 LADY GREY 9755</p> <p>The address of the Employer’s agent is:</p> <p>Physical address:</p> <p>SENQU LOCAL MUNICIPALITY PRIVATE BAG X03 LADY GREY 9755</p> <p>e-mail address:</p> <p>tsotsob@senqu.gov.za/ zihleo@senqu.gov.za</p> <p>Contact numbers: 051 603 1349/ 1432</p>

1.3.5	<p>ADD THE FOLLOWING TO THIS CLAUSE:</p> <p>“The copyright in all documents, drawings and records (prepared by the Employer’s agent) related in any manner to the Works shall vest in the Employer or the Employer’s agent or both (according to the dictates of the Contract that has been entered into by the Employer’s agent and the Employer for the Works and as accorded by law), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.”</p>																																																																																																																						
3.1.3	<p>The Employer’s agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following table:</p> <table border="1" data-bbox="320 573 1428 1935"> <thead> <tr> <th data-bbox="320 573 480 674">Delegated to ER*</th> <th data-bbox="480 573 624 674">Requires EWA*</th> <th data-bbox="624 573 743 674">GCC Clause No</th> <th data-bbox="743 573 1193 674">Description</th> <th data-bbox="1193 573 1428 674">Financial limit per occurrence</th> </tr> </thead> <tbody> <tr> <td></td> <td>Y</td> <td>1.2.1.2</td> <td>Change of address</td> <td>NA</td> </tr> <tr> <td>N</td> <td></td> <td>2.2.3</td> <td>Adverse physical conditions</td> <td>NA</td> </tr> <tr> <td></td> <td></td> <td>2.4.1</td> <td>Ambiguity in or discrepancy between documents</td> <td>NA</td> </tr> <tr> <td></td> <td>Y</td> <td>3.2.1</td> <td>Engineer's Representative's appointment and termination</td> <td>NA</td> </tr> <tr> <td></td> <td>Y</td> <td>3.2.4</td> <td>Engineer's Representative acting on Engineer's behalf</td> <td>NA</td> </tr> <tr> <td></td> <td></td> <td>3.2.6</td> <td>Engineer's Representative's orders or instructions causing dissatisfaction</td> <td>NA</td> </tr> <tr> <td></td> <td></td> <td>4.3.1</td> <td>Proof of compliance with applicable laws</td> <td>NA</td> </tr> <tr> <td></td> <td></td> <td>4.3.2</td> <td>Proof of good standing with payments in terms of legislation</td> <td>NA</td> </tr> <tr> <td></td> <td></td> <td>4.5.4</td> <td>Payment for notices and fees</td> <td>R.....</td> </tr> <tr> <td></td> <td></td> <td>4.7.1</td> <td>Fossils, etc. on Site</td> <td>NA</td> </tr> <tr> <td></td> <td>Y</td> <td>4.8.2</td> <td>Facilities for others</td> <td>NA</td> </tr> <tr> <td></td> <td>Y</td> <td>4.9.1</td> <td>Removal of Construction Equipment from Site</td> <td>NA</td> </tr> <tr> <td></td> <td></td> <td>4.10.1</td> <td>Use of Site for Contractor's employees</td> <td>NA</td> </tr> <tr> <td></td> <td></td> <td>4.10.2</td> <td>Contractor's employee information</td> <td>NA</td> </tr> <tr> <td></td> <td></td> <td>4.11.2</td> <td>Removal of Contractor's employee from Works</td> <td>NA</td> </tr> <tr> <td></td> <td></td> <td>4.11.2</td> <td>Re-employment of Contractor's employee</td> <td>NA</td> </tr> <tr> <td></td> <td>Y</td> <td>4.12.2</td> <td>Approval of Site Agent</td> <td>NA</td> </tr> <tr> <td></td> <td></td> <td>5.3.1</td> <td>Commencement with executing the Works</td> <td>NA</td> </tr> <tr> <td></td> <td></td> <td>5.6.3</td> <td>Approval of programme</td> <td>NA</td> </tr> <tr> <td></td> <td></td> <td>5.6.4</td> <td>Adjustment of programme</td> <td>NA</td> </tr> <tr> <td></td> <td>Y</td> <td>5.7.1</td> <td>Rate of progress falling behind programme</td> <td>NA</td> </tr> <tr> <td></td> <td>Y</td> <td>5.7.1</td> <td>Steps taken to expedite progress</td> <td>NA</td> </tr> </tbody> </table>				Delegated to ER*	Requires EWA*	GCC Clause No	Description	Financial limit per occurrence		Y	1.2.1.2	Change of address	NA	N		2.2.3	Adverse physical conditions	NA			2.4.1	Ambiguity in or discrepancy between documents	NA		Y	3.2.1	Engineer's Representative's appointment and termination	NA		Y	3.2.4	Engineer's Representative acting on Engineer's behalf	NA			3.2.6	Engineer's Representative's orders or instructions causing dissatisfaction	NA			4.3.1	Proof of compliance with applicable laws	NA			4.3.2	Proof of good standing with payments in terms of legislation	NA			4.5.4	Payment for notices and fees	R.....			4.7.1	Fossils, etc. on Site	NA		Y	4.8.2	Facilities for others	NA		Y	4.9.1	Removal of Construction Equipment from Site	NA			4.10.1	Use of Site for Contractor's employees	NA			4.10.2	Contractor's employee information	NA			4.11.2	Removal of Contractor's employee from Works	NA			4.11.2	Re-employment of Contractor's employee	NA		Y	4.12.2	Approval of Site Agent	NA			5.3.1	Commencement with executing the Works	NA			5.6.3	Approval of programme	NA			5.6.4	Adjustment of programme	NA		Y	5.7.1	Rate of progress falling behind programme	NA		Y	5.7.1	Steps taken to expedite progress	NA
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		5.7.2	Work at night	R.....
	Y	5.7.3	Acceleration of rate of progress	NA
		5.7.3	Payment for acceleration	R.....
	Y	5.8.1.1	Work during non-working times	R.....
		5.9.1	Instructions and drawings on Commencement Date	NA
		5.9.2	Further instructions and drawings	NA
		5.9.3	Requested instructions and drawings	NA
	Y	5.9.7	Contractor's designs	NA
	Y	5.9.7	Departing from Contractor's designs	NA
	Y	5.11.1	Suspension of the Works	NA
		5.11.3	Proceeding with Works after suspension	NA
N		5.12.4	Acceleration instead of extension of time	R.....
		5.13.2	Reduction in penalty	R.....
N	Y	5.14.1	Work to be completed for Practical Completion	NA
N	Y	5.14.2	Certificate of Practical Completion	NA
N		5.14.4	Certificate of Completion	NA
N		5.16.1	Final Approval Certificate	NA
	Y	6.3.1	Variation orders	R.....
	Y	6.3.2.1	Confirmation of a Variation Order	NA
		6.4.1	Valuation of a Variation Order	NA
		6.4.1.3	Consultation on valuation of a Variation Order	NA
		6.4.1.4	Dayworks as a Variation Order	R.....
	Y	6.4.2	Delivering the valuation of a Variation Order	NA
		6.5.1.3	Construction Equipment rates for dayworks	NA
		6.5.2	Materials for dayworks	R.....
		6.5.3	Workmen, materials and Construction Equipment used for dayworks	NA
		6.6.1	Provisional sum work	
		6.6.3	Prime cost work	
		6.7.2	Valuation of the Works	NA
		6.7.3	Measurement of work	NA
		6.8.4	Costs due to changes in legislation	NA
		6.9.3	Plant and materials becoming property of Employer	NA
		6.10.1	Monthly payment certificate	NA
		6.10.4	Delivery of payment certificate	NA
		6.10.7	Correction of previous payment certificate	NA
		6.10.8	Completion payment certificate	NA

		6.10.9	Final payment certificate	NA
		6.11.1	Variations exceeding 15%	
		7.1.1	Unsuitable Construction Equipment	NA
		7.4.1	Samples of materials	NA
		7.4.2	Test specimens	NA
		7.4.3	Tests	NA
		7.4.5	Reports on tests	NA
		7.5.1	Covering up work	NA
	Y	7.5.2	Delivery of Plant to Site	NA
	Y	7.5.3	Testing and examining Plant and work	NA
		7.5.5	Uncovering work	NA
	Y	7.6.1	Making good and retesting of Plant	NA
		7.6.2	Plant failing testing	NA
	Y	7.6.3	Removal of improper work	NA
	Y	7.7.1	Search for defects	NA
	Y	7.8.1	Making good of defects	NA
	Y	7.9.1	Work by others during emergency	NA
		8.2.2.2	Damage due to excepted risks	NA
		8.5.1	Reporting accidents	NA
		9.1.5	Termination of Contract	NA
N	Y	9.2.1	Consultation on breach of Contract by Contractor	NA
N	Y	9.2.1	Breach of Contract by Contractor	NA
N	Y	10.1.3	Facts to assess Contractor's claim	NA
N	Y	10.1.5	Consultation on Contractor's claim	NA
N	Y	10.1.5	Ruling on Contractor's claim	R.....
N	Y	10.2.3	Consultation on dissatisfaction claim	NA
N	Y	10.2.3	Ruling on dissatisfaction claim	NA
TOTAL FOR CONTRACT				
<p>*The following abbreviations apply to the above table: ER Engineer's Representative EWA Engineer's Written Action N No NA Not Applicable Y Yes</p>				
4.1.2	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>"The Contractor shall provide the following to the Employer's agent for retention by the Employer or his/her assignee in respect of all works designed by the Contractor:</p> <p>4.1.2.1 A Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.1.2.2 Proof of registration and of adequate and current professional indemnity insurance</p>			

	<p>cover held by the designer(s).</p> <p>4.1.2.3 Design calculations should the Employer's agent request a copy thereof.</p> <p>4.1.2.4 Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Employer's agent to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>4.1.2.5 'As-Built' drawings in DXF, PDF electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design of the Temporary Works.”</p>
4.3.1	<p>Compliance with applicable laws.</p> <p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p>
4.3.1.1	<p>The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1977 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as appended to these Contract Data as Annexure B, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p>
4.3.1.2	<p>OHS requirements</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan. The Contractor shall submit an approved Health and Safety Plan to the Employer's agent within 14 days of the Commencement Date.</p> <p>Contractor's liability as mandatory</p>
4.3.1.3	<p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract, it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p>
4.3.1.4	<p>Contractor to notify Employer</p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p>
4.3.1.5	<p>Contractor's Designer</p> <p>The Contractor and his/her designer shall accept full responsibility and liability to comply with</p>

	the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.”
4.3.2	<p><i>DELETE THE FOLLOWING CLAUSE AND INSERT THE FOLLOWING:</i></p> <p>If required, and for the duration of this contract, the Contractor shall provide proof to the Employer’s Agent that the Contractor is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in this Contract. Failure to provide such proof shall entitle the Employer to withhold any payments due to the Contractor until such proof is provided.</p>
4.4.1	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>N/A</p>
4.4.4	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“The Employer’s agent’s consent in respect of any particular subcontractor may be withdrawn at any time should reasonable grounds be given therefore in writing to the Contractor by the Employer’s agent, in which event the Contractor shall forthwith terminate the engagement of that subcontractor on the Works.</p> <p>The withdrawal by the Employer’s agent of his consent in respect of any particular subcontractor that is engaged in the execution of any portion of the works, including any portions of the Works which are sub-let by the Contractor in accordance with Clause 4.4.3 shall not relieve the Contractor of any of his obligations under the Contract, nor of any of his obligations to sub-let the particular portions of the Works concerned.”</p>
4.10	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“4.10.3 The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.”</p> <p>“4.10.4 Local labour rates will be as per the Senqu Municipality Council approved rates</p>
5.3.1	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“The Contractor shall commence executing the works within a period of 22 working days from the date of the written instruction by the Employer’s agent unless otherwise agreed.</p> <p>The documentation required before commencement with Works execution are:</p> <p>Health and Safety Plan (Refer to Clause 4.3)</p> <p>A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No 85 of 1993) and the Construction Regulations promulgated thereunder (Refer to Clause 4.3).</p> <p>Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993 (Refer to Clause 4.3).</p> <p>Initial programme (Refer to Clause 5.6)</p> <p>Performance Guarantee (Refer to Clause 6.2.1)</p> <p>Insurance (Refer to Clause 8.6)</p> <p>Letter of Good Standing from the Compensation Commissioner (if not insured with a Licenced</p>

	Compensation Insurer)”
5.4.2	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply and where ongoing use by the general public is required.</p>
5.4.4	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the site</p>
5.5.1	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“The time for Completion shall be limited to a maximum of 2 months from Commencement Date, including year-end break/s.”</p>
5.6.1	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p><i>The Contractor shall deliver his/her programme within 14 days of the Commencement Date or as requested by the Employer’s Agent.</i></p>
5.6.2.6	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>The Contractor shall deliver his/her detailed cash flow forecast within 14 days of the Commencement Date or as requested by the Employer’s Agent.</p>
5.7.1	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“No such instruction by the Employer’s agent to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined.”</p>
5.8.1	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>Non-working days will be Saturdays and Sundays.</p> <p>Special non-working days shall be all South African statutory holidays and the official building holidays as recommended by the South African Federation of Civil Engineering Contractors (SAFCEC).</p>
5.12.2	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>5.12.2.2 No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist and an extension of time be claimed in accordance with the provisions of Clause</p>

5.12.

If abnormal rainfall or wet conditions occur during the course of the Contract, the Employer may grant an extension of time in accordance with Clause 5.12. of the General Conditions of Contract, calculated in accordance with the formula given below for each calendar month or part thereof:

$$V = (Nw - Nn) + (Rw - Rn)/X$$

If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.

The symbols shall have the following meanings:

- V = Extension of time in calendar days for the calendar month under consideration. When the value of V for any month exceeds the number of days in the particular month, V will be the number of days in the month.
- Nw = Actual number of days in the calendar month on which a rainfall of Y mm or more were recorded.
- Nn = Average number of days, derived from existing rainfall records, on which a rainfall of Y mm or more were recorded for the calendar month.
- Rw = Actual rainfall in mm recorded on the Site in an approved rain gauge for the calendar month under consideration.
- Rn = Average rainfall in mm for the calendar month, derived from existing rainfall records.

The total extension of time is the algebraic sum of all the monthly totals for the period under consideration, but if the total is negative, the time for completion will not be reduced on account of subnormal rainfall. Extensions of time for part of a month will be calculated by using pro rata values for Nn and Rn.

The factor (Nw - Nn) is considered a fair allowance for variations from the average number of days during which the rainfall exceeds Y mm.

The factor (Rw - Rn)/X is considered a fair allowance for variations from the average number of days during which the rainfall did not exceed Y mm but wet conditions prevented or disrupted work.

For purposes to determine abnormal climatic conditions according to Clause 5.12. of the General Conditions of Contract, normal rainfall will be considered to be the historic average number of days with a rainfall of 10 mm or more per day.

The following values for the Senqu Local region will be applicable:

Month	Nn (days)	Rn (mm)
-------	-----------	---------

January	9	89
February	9	95
March	9	92
April	5	59
May	3	28
June	2	22
July	2	15
August	2	19
September	4	30
October	7	54
November	7	72
December	8	78
Total	67	653

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously.

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

5.13.1	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>“Penalty per day shall be R 300 per day.”</p> <p><i>ADD TO THE FOLLOWING PARAGRAPH:</i></p> <p>The Contractor will be liable, additional to the payment of the penalty, to pay all Health and Safety Agents, Environmental Agents and additional supervision by the Employers Agents their monthly sum for continuing with work past the due completion date. Such amounts to be paid shall be as listed in the schedule of quantities or as per the regular monthly cost prior to the practical completion date.</p>
5.16.3	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>The latent defects period is 24 months.</p>
6.2.1	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>The amount of the guarantee will be 10% of the Purchase Order as per Employer’s Agent instruction (including Value Added Tax) at the time that the Guarantee comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Purchase Order. The Form of Guarantee is appended to the Contract Data as Annexure A.</p> <p>The Guarantee shall be returned to the Contractor within 14 days after the issue of the Certificates or Certificates of Completion in respect of the whole of the Permanent Works as per Purchase Order.”</p>
6.2.2	<p><i>DELETE THIS CLAUSE.</i></p>

6.5.1.2.3	The percentage allowance to cover overhead charges is: Labour 10 % Materials 10 %
6.8.2	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> The application of a Contract Price Adjustment factor will not apply to this Contract.
6.8.3	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> Price adjustment for variations in the cost of special materials is NOT allowed.
6.8.4	<i>DELETE THE WORDS</i> “between the Employer and the Contractor”.
6.10.1.5	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “The percentage limit for materials not yet built into the Permanent Works is 80%.” Payment for materials on site not yet built into the Permanent Works, or not on site, shall only be made on submission of the applicable cession forms.
6.10.3	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “The percentage retention is 10%. 5% will be released on practical completion with 5% released upon final completion.
6.10.4	<i>IN LINE 3 DELETE THE WORD</i> “said” <i>AND INSERT THE WORD</i> “correct”.
6.10.5.3	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> “The Defects Liability Period is three (3) months measured from the date of the Certificate of Completion.”
6.11.1.3	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> N/A
8.6.1.3	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> Limit of indemnity shall be R10 Million for any single claim, the number of claims being unlimited during the construction and defects liability period.”
8.6.1.5	<i>ADD THE FOLLOWING TO THIS CLAUSE:</i> In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:

	<p>a) Insurance of construction equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.</p> <p>b) Insurance in terms of the provisions of the Compensation for Occupational injuries and Diseases Act No. 130 of 1993.</p> <p>c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" risks including Passenger Liability Indemnity.</p> <p>d) Where the contract involves manufacturing and/or fabrication of the Works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.</p>
8.6.6	<p><i>ADD THE FOLLOWING TO THIS CLAUSE:</i></p> <p>"Proof of insurance shall be submitted to the Employer prior to Commencement of the Works (Clause 5.3.1), and copies of the policies and proof of due payment of all premiums shall be presented to the Employer."</p>
9.2.1.3.7	<p><i>DELETE THE FIRST TWO LINES OF THE CLAUSE AND INSERT THE FOLLOWING:</i></p> <p>"The Contractor furnished inaccurate information in the Returnable Documents or Returnable Schedules forming part of the Contract,"</p>
10.7.1	<p><i>CHANGE THE WORDING OF THE FIRST SENTENCE OF THIS CLAUSE TO READ AS FOLLOWS:</i></p> <p>This Contract provides for the determination of disputes by arbitration.</p>

Part 2: Data provided by the Contractor

Clause	Contract Data
1.1.1.9	The name of the Contractor is:
1.2.1.2	The Contractor's address for receipt of communications is: Physical address: Postal address: e-mail address: Contact numbers:

C1.3. OCCUPATIONAL HEALTH AND SAFETY

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

THIS AGREEMENT IS made at

on the day of in the year

Between SENQU MUNICIPALITY (hereinafter called "the Employer") of the one

part, herein represented by

In his 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 capacity as

and being duly authorized by virtue of a resolution appended hereto as Annexure A;

WHEREAS the Employer requires certain works be constructed, viz **CONSTRUCTION OF SPEEDHUMPS IN LADY GREY** and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

NOW THEREFORE THIS AGREEMENT 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 of a written notice from the Employer or engineer requiring him to commence the execution of the Works, to either -
 - (a) the date of the Final Approval Certificate issued in terms of Clause 5.16 of the General Conditions of Contract 2015 (hereinafter referred to as "the GCC"), as contained in the Contract Documents pertaining to this Contract, or
 - (b) The date of termination of the Contract in terms of Clauses 9.1, 9.2, 9.3 of the GCC.

- 3 The Mandatory declares himself to be conversant with the following:
- (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of Employers to their employees
 - (ii) Section 9 : General duties of Employers and self-employed persons to persons other than employees
 - (iii) Section 37 : Acts or omissions by employees or mandatories
 - (iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 4 In addition to the requirements of Clause 8.4 of the GCC (as amended by Special Condition of Contract) and all relevant requirements of the above-mentioned Volume, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilize all machinery, Plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act; the safety procedures and rules of the employer by all his subcontractors, whether or not selected and/or approved by the Employer.
6. The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993), which cover, shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
7. The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in the Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

In witness hereof the parties are to set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER :

Witness

Witness

(Name)

(Name)

(Print)

(Print)

SIGNED FOR AND ON BEHALF OF THE MANDATORY :

Witness

Witness

(Name)

(Name)

(Print)

(Print)

ANNEXURE A

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

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

By resolution of the board of directors passed at a meeting held on 20.....,
Mr//Ms whose signature
appears below, has been duly authorised to sign the AGREEMENT IN TERMS OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) on behalf of
.....

SIGNED ON BEHALF OF THE COMPANY :

IN HIS/HER CAPACITY AS :

DATE :

SIGNATURE OF SIGNATORY :

WITNESS : WITNESS :

NAME (in capitals): NAME :



CONSTRUCTION OF SPEED HUMP IN LADY GREY – KWEZI NALEDI

**(Note: For purposes of local economic development, the awarding of bids will be split equally per project. No bidder will be awarded more than one project)
NB:(This bid is estimated to be between R30 000-R200 00)**

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CIDB GRADING: 1CE

THE CONTRACT

C.2: PRICING DATA

CONTENTS

C2.1	Pricing instruction
C2.2.	Schedule of quantities

C.2.1. PRICING INSTRUCTIONS

1. GENERAL

These pricing instructions provide the Tenderer with guidelines and requirements with regard to the completion of the Bill of Quantities. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Tenderer when developing his prices.

The Bill of Quantities shall be read with all the documents which form part of this Contract.

The following words have the meaning hereby assigned to them:

Unit	:	The Unit of measurement for each item of work in terms of the Scope of Work.
Quantity	:	The number of units for each item.
Rate	:	The payment per unit of work at which the tenderer tenders to do the work.
Amount	:	The product of the quantity and the rate tendered for an item.
Lump sum (L.Sum)	:	An amount tendered for an item, the extend of which is described in the Pricing Instructions, Bill of Quantities or the Scope of Work but the quantity of work of which is not measured in any units.

2. PAY ITEMS

The method of measurement published by the SANS 1200 subject to the variations and amendments contained in section C3.4.2 shall be applicable to this contract.

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.

The item numbers appearing in the Bill of Quantities refer to the corresponding item number in the standard specifications or as amended in the Scope of Work. In the letter case, the item number is prefixed with the letter "B". The same applies to new clauses added to the standard specification.

The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

mm	=	millimetre
m	=	metre
km	=	kilometre
m ²	=	square metre
m ² .pass	=	square metre pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
h	=	hour
No.	=	number
sum	=	lump sum
l	=	litre
kl	=	kilolitre
MPa	=	megapascal
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN.m	=	meganewton-metre
PC sum	=	Prime Cost Sum
Prov sum	=	Provisional sum

3. QUANTITIES

- 3.1 Unless otherwise stated, items are measured net and no allowance is made for waste.
- 3.2 The quantities set out in the Bill of Quantities are the estimated quantities of the Works, and do not necessarily represent the actual amount of work to be done. The quantities shown in the bills of quantities are for all the total estimated work per part of work during the current financial year only. It is anticipated that the budget amount for the next financial year will be similar.
- 3.3 All the work of a specific part may be allocated to one contractor by the municipality or it may be shared between all the appointed contractors for that specific part of the work.
- 3.4 The quantities certified for payment, and not the quantities given in the Bill of Quantities, shall be used for determining payments to the Contractor. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

4. RATES

- 4.1 The prices and rates to be inserted in the Bill of Quantities are to be full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 4.2 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the schedule.
- Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Bill of Quantities and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.
- 4.3 The Tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. The intention is that, although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item be actually required.
- 4.4 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.

- 4.5 The Tenderer shall not group together a number of items and tender one rate for such group of items.
- 4.6 All rates and sums of money quoted in the Bill of Quantities shall be in rands and whole cents. Fractions of a cent shall be discarded.
- 4.7 All prices and rates entered in the Bill of Quantities must be **excluding Value Added Tax (VAT)**. VAT will be added last on the summary page of the Bill of Quantities.
- 4.8 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.
- 4.9 Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Documents, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts tendered for the items scheduled in the Bill of Quantities, and separate additional payments will not be made.
- 4.10 If there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall be corrected. Where there is an obvious gross misplacement of the decimal point in the unit rate, the unit rate as quoted shall govern, and the line item total shall be corrected.

END OF SECTION

Construction of concrete speed humps in Kwezi Naledi – ward 14					
Item	Description	Quantity	Unit	Rate	Amount
1.0	Preliminary & General				
1.1	All P&G Items (Including but not limited to Health & Safety, temporary works and accommodation of traffic and overhead costs)	No	1		
2.0	Site preparation				
2.1	Cut and remove existing bituminous surface	m ²	45		
2.2	Excavate (150 mm thickness)	m ²	45		
2.3	Rip and re-compact the existing material (100 mm Thickness)	m ²	45		
3.0	Concrete speed hump				
3.1	Concrete (include pouring, shattering and curing for 7 days)	m ³	10		
3.2	Steel mesh for reinforcement (Ref 617) – 20 m ² for each hump or as instructed by the Employers' representative	m ²	40		
		Total carried forward			
		Total brought forward			
4.0	Road signage (inclusive of poles, brackets, clamps and				

	bolts – sign posts shall be fixed with soilcrete)				
4.1	W332 (speed hump warning sign with a 40km/h speed limit sign beneath)	No	4		
4.2	W417 (speed hump danger plate)	No	4		
4.3	W416 (speed hump danger plate)	No	4		
4.4	W306 (Pedestrian crossing speed hump warning sign)	No	4		
4.5	Galvanised steel reflective road stud – colour red	No	30		
5.0	Painting				
5.1	Painting speed hump and solid line - (Road marking paint with a 6 months warranty)	litres	20		
		Sub-total			
		VAT @ 15%			
		Total			



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CONSTRUCTION OF SPEED HUMP IN LADY GREY – KWEZI NALEDI

C.3: SCOPE OF WORKS

CONTENTS

PART C.3:	SCOPE OF WORKS
C.3.1.	Description of works
C3.2.	List of Drawings

C3.1. DESCRIPTION OF THE WORKS

Scope of work: (Kwezi Naledi)

1. DESCRIPTION OF THE WORKS

1.1. Employers objectives:

The objective of the employer is to have a traffic calming measure in KWEZI NALEDI through a construction of a Speed humps.

1.2. Extent of the works

The works comprises the following:

1. Setting out of the site, controlling of traffic, use of road construction signs and notifying all parties that will be affected by the works.
2. Cutting and removal of existing bituminous surface
3. Excavation (300mm below top surface of the existing paving)
4. Construction of a reinforced speed humps
5. Complying with health and safety requirements
6. Construction as per drawings and any site instructions issued
7. Construction of mesh for reinforcement (Ref 617)
8. Erecting traffic signs as instructed by the Employers' representative
9. Installation of galvanised reflective road studs
10. Painting as per the drawings or instructed by the employers' representative
11. Cleaning of site

1.3. Location of the works

The site is located in LADY GREY, Kwezi Naledi and as shown in the locality map attached:

Location name	Latitude	Longitude
Kwezi Naledi	30°43'7.68"S	27°12'18.72"E



NOTES

This contract is based on the General Conditions of Contract, third edition of 2015. Shortly referred to as GCC 2015, 3rd edition.

The contract is re-measurement contract: Therefore, quantities for claimed will be as measured on site. The client reserves the right to either decrease or increase quantities.

The winning bidder shall commence with construction within 14 days from the date of signing a valid contract with the municipality.

Pricing to include

All Preliminary & General items (P&G)

All works described on the drawings

All material

Supply of labour and materials to complete the works

Traffic accommodation

Health and safety compliance

Cart away waste material (spoil) and site cleaning upon completion

Curing and testing of concrete cubes for strength, three cubes per speed hump.

2. CONSTRUCTION

- a) All materials used must be SABS approved.
- b) Road traffic signs W332 with IN11.1 (40km/h) sign shall be located within 30m ahead of the first speed hump where possible or as instructed by the Municipality's representative.
- c) Signs must be erected before and road markings provided immediately after construction,
- d) All materials should be sourced locally, except for road studs and permanent signage
- e) Speed hump to be constructed from concrete with a 3200mm x 7000mm Y10 bars
- f) All existing surfaces adjacent to speed hump to be repaired where necessary.
- g) Road marking shall be an application of reflective cementitious road marking compound in accordance with manufacturer's recommendation and specification.
- h) All road signs and markings shall comply with SADC Road Traffic Manual and the National Road Traffic regulations.
- i) The height of the speed hump shall be 100mm. Table 5.1 gives the corresponding heights for the desired maximum speed. The length of the hump shall be 3.7m. It is

important that the hump is anchored by two ridges running perpendicular to the flow direction across the entire width of the hump.

Desired Maximum Speed over hump (km/h)	Height (mm)
30	120
40	100
50	80

- j) **ROAD Traffic signs:** *The necessary traffic signs and road markings as specified in the South African Road Traffic Signs Manual (Figure 7-02-2013) shows the signs and markings. The speed hump warning sign to be used in combination with an Advisory Speed sign (mounted immediately below the warning sign), showing the appropriate speed (**design speed 40km**) for the specific hump. The traffic signs shall be placed 30 meters ahead of the speed hump. The placing of 'Danger Plates' (W401 and W402) on either side of the hump. Figures 7-02-2013, 6-02-2013 & 11-02-13 illustrate the Advisory Speed sign and the relevant Danger Plates.*
- k) **Concrete shall be of 25Mpa strength with a 19mm aggregates and a 75 – 95mm slump**
- l) **Mix design ratio : 1:2:3**
- a. **1 = Wheelbarrow cement = 2 Bags**
 - b. **2 = Wheelbarrow sand**
 - c. **3 = Wheelbarrow stone**

C3.2. SITE INFORMATION

The site is situated in Lady Grey, the roads is an existing bituminous surface.

3.2.1. Location of the works

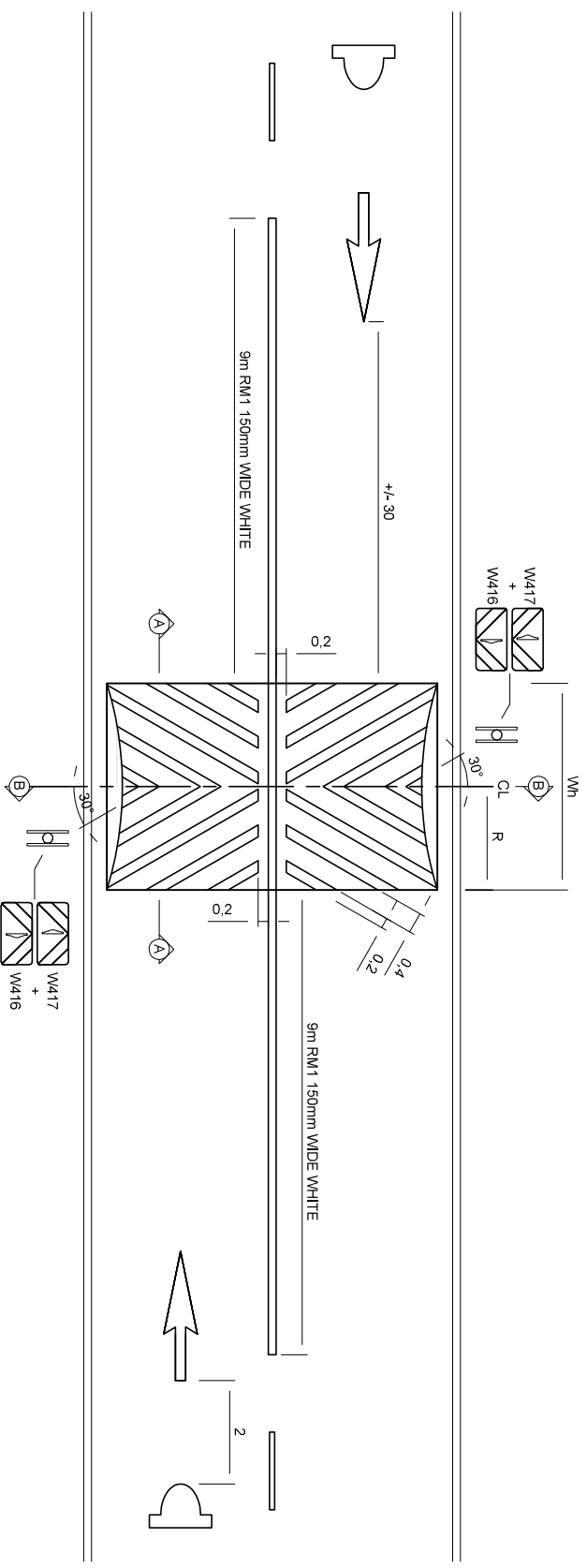
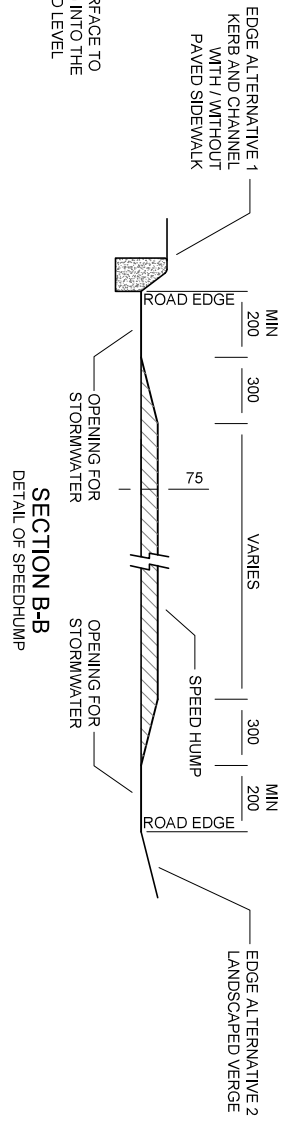
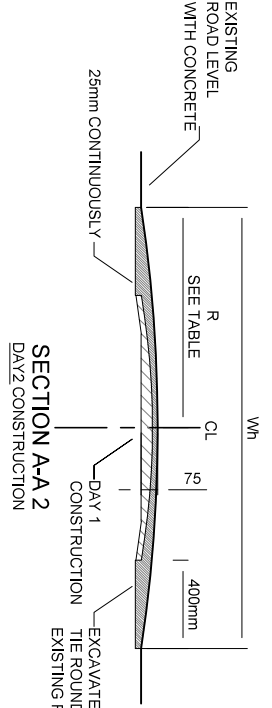
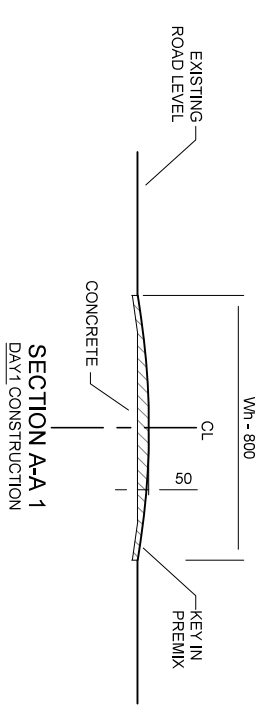
The site is located in Lady Grey, town area and as shown in the locality map attached:

Location name	Latitude	Longitude
Lady Grey	30°42'44.24"S	27°12'32.83"E

C3.3. LIST OF DRAWINGS

NOTES:

Wh	4.0m	Wh	3.0m	Wh	2.0m
R	2.0m	R	1.5m	R	1.0m
X1 0	Y1 0	X1 0	Y1 0	X1 0	Y1 0
X2 400	Y2 27	X2 300	Y2 27	X2 200	Y2 27
X3 800	Y3 46	X3 600	Y3 46	X3 400	Y3 46
X4 1200	Y4 63	X4 900	Y4 63	X4 600	Y4 63
X5 1600	Y5 72	X5 1200	Y5 72	X5 800	Y5 72
X6 2000	Y6 75	X6 1500	Y6 75	X6 1000	Y6 75



SPEED HUMP LAYOUT AND DETAILS

<p>SENOU LOCAL MUNICIPALITY SENOU LOCAL MUNICIPALITY 19 MURRAY STREET LADY GREY TEL: 051 603 3300 FAX: 051 603 0485</p>	
<p>Company and use of the standard prescribed</p>	<p>Drawn: J.S. Team W.K.</p> <p>Checked: C.N. Engineer C.N.</p> <p>Engineered: Mechanical Engineer</p> <p>Finalized: Civil Engineer</p>
<p>Project Description:</p> <p>RHODES</p>	<p>Approved: J.S. Project manager</p> <p>Director</p>
<p>Drawing Description:</p> <p>TYPICAL SPEED HUMP LAYOUT AND DETAILS</p>	<p>Scale: AS SHOWN</p> <p>Date: 04/12/2020</p> <p>Revision: A1</p>