




VICTOR KHANYE LOCAL MUNICIPALITY

PROJECT NO: Q/HPC01/MIG/P7/2016/2017/E
ERADICATION OF SANITATION BACKLOG IN MAHLATHINI

<p>Issued by: VICTOR KHANYE LOCAL MUNICIPALITY</p> <p>Technical Service Department P. O Box 6 Delmas</p> <p>Telephone: 013 665 5754 Fax: 013 665 4804</p>	<p>Tenderer: _____</p> <p>_____</p> <p>Address: _____</p> <p>_____</p> <p>Contacts: _____</p> <p>Tender Offer: _____ (INCL. VAT)</p>
<p>Prepared by:</p>  <p>E SQUARE ENGINEERING (PTY) LTD Office No. 1 No 34 John Magagula Street Middelburg 1050 Tel: +27 13 243 2893</p>	

BIDDER'S QUESTIONNAIRE

Ref no	Question	VKLM's Requirement	Bidder's Response	Page Number & Please Indicate
1	Have you initialled all the pages of the tender document?	YES	* YES / NO	
2	Have you completed and signed the Returnable Schedules?	YES	* YES / NO	
3	Have you completed / signed and submitted all relevant information as requested by the Evaluation Schedules (as and when required)?	YES	* YES / NO	
4	Have you submitted an original, valid Tax Clearance certificate?	YES	* YES / NO	
5	Have you completed and signed the MBD 4 form - Declaration of Interest?	YES	* YES / NO	
6	Have you completed the Questionnaire (MBD 5) regarding the declaration for procurement above R10 million and submitted your Company's latest three years audited financial statements (as and when required)?	YES	* YES / NO	
7	Have you take note of the contents of par 5 of MBD 6.1 to substantiate your B-BBEE rating claims. Have you submitted an original, valid or certified copy of your Company's B-BBEE certificate to qualify for preference points?	YES	* YES / NO	
8	Have you completed and signed the following form: - MBD 7.1 Form – Contract form for purchase of goods / works? - MBD 7.2 Form - Contract Form for rendering of Services? (as and when required)	YES	* YES / NO	
9	Have you completed and signed the MBD 8 – Declaration of bidder's past Supply Chain Management Practices and MBD 9 – Certificate of Independent Bid Determination?	YES	* YES / NO	
10	Do you understand the Special Conditions of Contract / Specifications / Terms of Reference and /or Scope of Works?	YES	* YES / NO	
11	Have you completed the Form of Offer (C1.1) in WORDS as well as in FIGURES ?	YES	* YES / NO	
12	Have you completed and signed Part 2 of C 1.2 (Contract Data)?	YES	* YES / NO	
13	Have you completed the MBD 3.3 form and carried over your tendered price (Vat inclusive) to Form of offer (C 1.1)?	YES	* YES / NO	

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PLEASE TAKE NOTE OF THE FOLLOWING:

1. The Council's document must be kept as supplied and submitted with all Schedules/forms fully completed.
2. Any other documents, certificates etc. must be attached as annexure to the official Council document.
3. Where the Council's official document is taken apart and not submitted as supplied, the bid will be rejected.
4. Schedules/forms not duly completed will result in a tender not being considered.
5. All Forms in the bid document are to be completed by tenderer.
6. All Forms of Special Conditions in specifications should be included.
7. All bid document must include the following documents:
 - a. Receipt (Original) for tender documents.
 - b. Original copies of Tax clearance certificates.
 - c. Recent Water and Services Municipal Account of the Company not be more than Three Months old.
 - d. If the company is leasing the premises, the water or electricity account that is payable to the municipality. (If the company does not pay water & electricity account the contractual agreement between the company and the lessor)
 - e. B-BBEE certification
 - f. CIDB 1CE/GB only
8. Late bids shall not be admitted for consideration.
9. Failure of the bidder to submit a bid document signed in ink or to complete all forms will invalidate the bid

Contractor

Witness 1

Witness 2

Employer

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Contractor

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Part T1: Tendering procedures

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VICTOR KHANYE LOCAL MUNICIPALITY



ERADICATION OF SANITATION BACKLOG IN MAHLATHINI

Victor Khanye Local Municipality invites suitable service providers to submit proposal on the goods and/ or services listed hereunder

DEPARTMENT	BID NUMBER:	DESCRIPTION OF GOODS/SERVICES	BID DOCUMENT AVAILABLE FROM	NON REFUNDABLE BID DOCUMENT PRICE	COMPULSORY PROJECT BRIEFING	EVALUATION CRITERIA	COMPULSORY REQUIREMENT	TIME: CLOSING DATE	ENQUIRIES:
Technical Services	PROJECT NO: Q/HPC01/MIG/P7/2016/2017/E	ERADICATION OF SANITATION BACKLOG IN MAHLATHINI	21 November 2016	R 468.60	23 November 2016 at 10:00 at the Braam Fischer hall in Delmas	Functionality 80/20 80=Price 20= B-BBEE Status level	Grade 1CE/GB Only	30 November 2016	Ms A. Mvelase 013665 5754

Preferential Procurement Policy Framework Act No.5 of 2000: Preferential Procurement Regulations 2011 and Supply Chain Management Policy of Victor Khanye Local Municipality will apply in the adjudication process.

Thereafter by using a system that awards points on the basis of 80 points for proposal price and 20 points for status level B-BBEE. Original or certified copy of B-BBEE Certificate must be submitted.

Firstly, the assessment of functionality will be done in terms of the evaluation criteria, a bidder who scores less than 40 out of 60 for functionality will be regarded as submitted a non-responsive bid and will be disqualified.

Bidders who do not submit B-BBEE Status T Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. They will score points out of 90 for price only and **zero** points out of 10 for B-BBEE

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T1

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Witness 2

Employer

Witness 1

Witness 2

Price should be VAT Inclusive. A valid original Tax Clearance Certificate, certified identification copy or company registration certificate and current municipal account (not older than 90 days) / lease agreement must be attached. Failure to attach the requested documents or incomplete proposal document will result in a bid being non-responsive

Proposal duly endorsed "**BID NUMBER AND DESCRIPTION**" must be placed in the tender box situated at the foyer, on or before **30 November 2016 at 10:00 am** at the Municipal Offices, Samuel Road, Delmas or could be posted to the under mentioned address to be received before the closing date and more information can be obtained from the contact person as specified above.

Collection of tender documents: Tender documents can be downloaded for free on the **E-Tender port (www.etender.gov.za)** or can be obtained on payment of a non-refundable fee as specified and can be collected at the SCM Unit, Room 33 Municipal Offices, Delmas, 013 665 6000 between 07:30- 16:30 Monday to Thursday and 7:30-13:30 Friday **excluding weekend and public holidays. Tenders received after the closing date and time, faxed, completed with pencil or e-mailed will not be considered.**

Please note that no bid document will be issued to courier companies without a letter, on an official letterhead, confirming full details of the specific bid document/s to be collected.

Proposals received after closing date and time, faxed, completed with pencil, tipex, incomplete document or e-mailed will not be considered.

The Council reserves the right to accept any proposal or part thereof and does not bind itself to accept the lowest or any proposal and not to consider any proposals not suitably endorsed or comprehensively completed. Proposals completed in pencil will be regarded as invalid proposal. Proposal should be valid for a period of not less than ninety (90) days. Appraisal of submissions will be done according to the Council's Procurement Policy. **Council reserve the right not to appoint.**

If you do not hear from us within 90 days after the closing date, please consider your tender unsuccessful.

MJ MAHLANGU
MUNICIPAL MANAGER

MUNICIPAL OFFICES
PO Box 6
DELMAS 2210

Tender

T1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

VICTOR KHANYE LOCAL MUNICIPALITY

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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 in Construction Procurement. (Available on www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.

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

The additional conditions of tender are:

Clause number	Tender Data
F.1.1	The employer is Victor Khanye Local Municipality represented by the Municipal Manager . Contact person: Mr D Mahlangu Telephone.: 013 665 6000 E-mail:
F.1.2	The tender documents issued by the employer comprise: Part T1: Tendering Procedure T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2: Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data Part C2: Pricing data C2.1 Pricing instructions C2.2 Activity schedules / Bills of Quantities Part C3: Scope of work C3 Scope of work Part C4: Site information C4 Site information
	It should be noted that the employer has no agent acting on his behalf for the purpose of this tender. The employer's representative, for the purpose of any communication between the employer and tenderer is :

Tender

T1.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause number	Tender Data		
	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> Procurement enquiries Mr D. Mahlangu 013 665 6000 </td><td style="width: 50%; vertical-align: top;"> Technical Enquiries Ms A Mvelase 013 665 5754 </td></tr> </table> <p>Attention is drawn to the fact that verbal information given by the employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issues formally by the employer in writing to tenderers will be regarded as amending the tender documents.</p> <p>Questions or queries must be submitted at least five (5) working days before the stipulated closing date and time of the tender. However, VICTOR KHANYE LOCAL MUNICIPALITY shall not be liable nor assume liable for failure to respond to any questions or queries raised by the bidder. In the event that no correspondence or communication is received from VICTOR KHANYE LOCAL MUNICIPALITY within ninety (90) days after the stipulated closing date time of the tender, the tender proposal will be deemed to be unsuccessful.</p>	Procurement enquiries Mr D. Mahlangu 013 665 6000	Technical Enquiries Ms A Mvelase 013 665 5754
Procurement enquiries Mr D. Mahlangu 013 665 6000	Technical Enquiries Ms A Mvelase 013 665 5754		
F.2.1	<p>The following tenderers are eligible to submit tenders:</p> <p>Only those tenders who satisfy the following criteria are eligible to submit tenders:</p>		
F.2.1.1	<p>Registration as Service Provider</p> <p>Successful tenders will be registered in the municipal database.</p>		
F.2.1.2	<p>Key personnel</p> <p>The Contractor shall maintain the involvement of the key personnel as the exigencies of this contract. Should it become necessary to replace any of the key personnel as detailed at the time of the tender during the course of this contract, they may only replace by individuals with similar or better qualifications and experience and only when a written approval has been obtained from the municipality.</p> <p>Sufficient suitably qualified professional staff must be made available by the contractor and sub-contractor to undertake the full scope of the project. The personnel must be knowledgeable and experienced in their fields of expertise and must be currently actively involved in these fields. The tenderer must include documentary evidence that each proposed key personnel meets these requirements.</p> <p>The person nominated to act as project site agent for the project must be a registered with the Engineering Council of South Africa (ECSA) as a Candidate Engineering Technician and be in a possession of a diploma in Civil Engineering and have subsequent there of one-year experience in construction of sanitation reticulation systems.</p> <p>The person nominated for construction monitoring must have a certificate in Civil Engineering with one-year experience in construction supervision of sanitation reticulation systems.</p>		

Tender					T1.2
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<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

Clause number	Tender Data
F.2.3	Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission
F.2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance register in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
F.2.13.2	Return all returnable documents to the employer after completing them in their entirety.
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus zero (0) copies.
F.2.13.4	A tender submitted jointly by two companies shall be accompanied by a copy of the document establishing the joint venture, registered and authenticated by an official who is authorized to witness sworn statements. The document shall clearly state the reason for the amalgamation, its period of validity and the persons who will represent it, how their assets will be legally obligated, and any further information that will explain the functions of the joint venture.
F.2.13.5 F.2.15.1	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Physical address: Victor Khanye Local Municipality, 06 Samuel Road, Delmas 2210. Identification details: Name of tender, Bid number, description, Name and address of tenderer Postal address: PO Box 6, Delmas, 2210 Sealed tenders with identification details on the envelope must be placed in the appropriate official tender box at the above mentioned address.
F.2.13.6	A two-envelope procedure will not be followed
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16	The tender offer validity period is 90 days .
F.2.17	A tender may be rejected as no-unresponsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request
F.2.23	The tenderer is required to submit with his tender a copy of an original valid Tax Clearance Certificate issued by the South African Revenue Services. The tenderer shall also submit a certified copy of a B-BBEE verification certificate from an accredited ratings agency.

Tender

T1.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause number	Tender Data												
F.3.4	Tenders will be opened immediately after the closing time for tenders at the VICTOR KHANYE LOCAL MUNICIPALITY offices located at 06 Samuel Road, Delmas at 10:00.												
F.3.7.1	A tender that does not comply with the requirements in the tender documents and the instructions in the official tender advertisement will be rejected as being invalid.												
F.3.11	<p>The evaluation procedure consists of two phases:</p> <ul style="list-style-type: none"> Phase 1: Tenders will be evaluated for responsiveness to the tender requirements, tenderers who do not comply will be considered to be non-responsive and disqualified; Phase 2: Tenderers will be evaluated for functionality, tenderers who did not meet the minimum requirements will be considered to be non-responsive and eliminated; and <p>The value of this bid is estimated not to exceed R1 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.</p> <p>Preference Points System for this bid shall be awarded for</p> <ol style="list-style-type: none"> Price; and B-BBEE Status Level <p>The maximum points for this bid are allocated as follows:</p> <table border="1"> <thead> <tr> <th>DESCRIPTION</th><th>POINTS</th></tr> </thead> <tbody> <tr> <td>PRICE</td><td>80</td></tr> <tr> <td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td><td>20</td></tr> <tr> <td>Total points for price and B-BBEE must not exceed</td><td>100</td></tr> </tbody> </table> <p>The tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of VICTOR KHANYE LOCAL MUNICIPALITY.</p>	DESCRIPTION	POINTS	PRICE	80	B-BBEE STATUS LEVEL OF CONTRIBUTION	20	Total points for price and B-BBEE must not exceed	100				
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B-BBEE STATUS LEVEL OF CONTRIBUTION	20												
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F.3.11	<p><u>FUNCTIONALITY</u></p> <p>Total functionality points are 65, minimum threshold 40. The points are distributed as follows:</p> <table border="1"> <thead> <tr> <th>Criteria</th><th>Max Pts.</th></tr> </thead> <tbody> <tr> <td>Qualification, experiences in construction and knowledge of proposed team (attach CVs and certificates of one (1) key personnel)</td><td></td></tr> <tr> <td> <ol style="list-style-type: none"> 5 points per/person adhering to minimum qualification with ECSA in specified category 5 points per/person adhering to minimum length of experience 5 points per/person adhering to submission of CVs and certified copies of qualification </td><td>15</td></tr> <tr> <td>Labour Intensive Construction method (methodology clearly outlined)</td><td>20</td></tr> <tr> <td>Work Opportunities to be created (using EPWP guidelines)</td><td></td></tr> <tr> <td> <ol style="list-style-type: none"> number of people to be employed Project duration </td><td>20</td></tr> </tbody> </table>	Criteria	Max Pts.	Qualification, experiences in construction and knowledge of proposed team (attach CVs and certificates of one (1) key personnel)		<ol style="list-style-type: none"> 5 points per/person adhering to minimum qualification with ECSA in specified category 5 points per/person adhering to minimum length of experience 5 points per/person adhering to submission of CVs and certified copies of qualification 	15	Labour Intensive Construction method (methodology clearly outlined)	20	Work Opportunities to be created (using EPWP guidelines)		<ol style="list-style-type: none"> number of people to be employed Project duration 	20
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Tender

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.2

Clause number	Tender Data												
	<table> <tr> <td>Construction programme indicate the knowledge of technology (linked to construction methodology/approach, clearly outlining the schedule and sequence of activities)</td><td>10</td></tr> <tr> <td></td><td>65</td></tr> </table> <p>Note:</p> <p>1. All documents indicated in the tender document must be submitted, a bidder who does not comply will be disqualified.</p> <p>2. A bidder who scores less than 40 out of 65 for functionality will be regarded as submitted a non-responsive bid and will be disqualified.</p> <p>All those who achieve the 40 points minimum threshold will qualify for 80/20 Preference Point Scoring System and these points for this bid shall be awarded for:</p> <table> <tr> <th></th><th>POINTS</th></tr> <tr> <td>1. PRICE</td><td>80</td></tr> <tr> <td>2. B-BBEE STATUS LEVEL OF CONTRIBUTION</td><td>20</td></tr> <tr> <td>Total points for Price and B-BBEE must not exceed</td><td>100</td></tr> </table>	Construction programme indicate the knowledge of technology (linked to construction methodology/approach, clearly outlining the schedule and sequence of activities)	10		65		POINTS	1. PRICE	80	2. B-BBEE STATUS LEVEL OF CONTRIBUTION	20	Total points for Price and B-BBEE must not exceed	100
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2. B-BBEE STATUS LEVEL OF CONTRIBUTION	20												
Total points for Price and B-BBEE must not exceed	100												
F.3.13.1	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations; b) the tenderer is registered and verified on VICTOR KHANYE LOCAL MUNICIPALITY Supplier Database with seven days after the tender closing time; c) the tenderer is registered in terms of Act 40 of 1984; d) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; e) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; and f) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process. 												

Tender					T1.2
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Clause number	Tender Data
F.3.18	The number of paper copies of the signed contract to be provided by the employer is one (1) .

Tender

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.2

Annexure F: Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (as amended in Board Notice 86 of 2010 (May 2010))

F.1 GENERAL

F.1.1 Actions

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

Tender					T1.2
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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of

Tender					T1.2
<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.1.6.3.2 Option 2

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

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

F.2 TENDERER'S OBLIGATIONS

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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

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

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

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

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

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

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

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

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

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

F.3.10 Clarification of tender offers

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

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favorable to the least favorable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed,
- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Rank tender offers from the highest number of tender evaluation points to the lowest.
- c) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- d) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preference

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Rank tender offers from the highest number of tender evaluation points to the lowest.
- c) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- d) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.3.11.6 Decimal places

Score financial offers and preferences, as relevant, to two decimal places.

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

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

F.3.14.1 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify all other tenderers that their offers have not been accepted.

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Part T2: Returnable Schedules

Tender

Contractor

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Witness 1

Witness 2

Employer

Witness 1

T2

Witness 2

VICTOR KHANYE LOCAL MUNICIPALITY
PROJECT NO: Q/HPC01/MIG/P7/2016/2017/E
ERADICATION OF SANITATION BACKLOG IN MAHLATHINI

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1. Returnable Schedules required only for tender evaluation purposes

- Certificate of Authority
- Certificate of Authority for Joint Ventures (where applicable)
- Record of Addenda to Tender Documents
- Schedule of Proposed Sub-consultants
- Schedule of the Tenderer's Experience
- Schedule of Current Commitments
- Experience of Key Personnel
- Proposed Amendments and Qualifications
- MBD 1: Invitation to BID
- MBD 2: Tax Clearance Requirements
- MBD 3.1: Price Schedule – Firm Price (purchases)
- MBD 4: Declaration of Interest
- MBD 5: Declaration for Procurement above R10 Million (VAT included)
- MBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2011
- MBD 7.1: Contract Form – Purchase of Goods/Works
- MBD 7.2: Contract Form – Rendering of Services
- MBD 7.3: Contract Form – Sale of Goods/Works
- MBD 8: Declaration of Bidder's past supply chain management practise
- MBD 9: Certificate of Independent Bid Determination
- Proposal and Methodology
- Program Plan (Construction)
- Procurement plan

2. Other documents required only for tender evaluation purposes

- ECSA Certificate
- SAACE Certificate (not compulsory)

3. Other documents that will be incorporated into the contract

- Government procurement: General conditions of Contract
- Victor Khanye Local Municipality supply chain Management Policy
- Standard Professional Services Contract, CIDB, July 2009
- C1.1 Offer and acceptance
- C1.2 Contract Data
- C 2.2 Activity schedule

Tender

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2

CERTIFICATE OF AUTHORITY

I/We the undersigned, am/are authorized to enter into this contract on behalf of _____

_____ (Name of Firm)

by virtue of _____ dated _____

WITNESSES:

1. _____
Name Signature

Firm

2. _____
Name Signature

Firm

PLEASE NOTE:

1. Failure to complete all blank spaces on this form or attend to other details mentioned therein will render the Bid liable to rejection.
2. The signatory shall confirm his / her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors / partners.

Tender

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr/Ms _____, authorised signatory of the company

_____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature._____ Name _____ Designation _____
		Signature._____ Name _____ Designation _____
		Signature._____ Name _____ Designation _____

PLEASE NOTE:

1. Failure to complete all blank spaces on this form or attend to other details mentioned therein will render the Bid liable to rejection.
2. The signatory shall confirm his / her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors / partners.
3. In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out the Authority for signatory, Name of designated lead member of the joint venture, as required by tender condition F.2.13.4
4. Tenderers to attach a signed JV/consortium agreement or indicate a willingness to enter into a JV/consortium when appointed.

Tender

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2

RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Tender

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2

SCHEDULE OF PROPOSED SUB-CONSULTANTS

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

	Name and address of proposed Sub-consultants	Nature and extent of work	% Percentage of work	Previous experience of Sub-consultants.
1.				
2.				
3.				
4.				
5.				

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Tender

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2

SCHEDULE OF THE TENDERER'S EXPERIENCE

A maximum of 40 points for functionality will be awarded for relevant experience and size of projects recorded in the Returnable Schedules as well as feedback received from the References listed.

The following is a statement of similar work successfully executed by myself/ourselves in the last 5 years:

Employer, contact person and telephone number.	Description of contract	Value of work inclusive of VAT (Rand)	Year completed

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Tender					T2.2
<div style="border: 1px solid black; height: 30px; width: 100%;"></div>	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>
<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

SCHEDULE OF CURRENT COMMITMENTS

The tenderer shall list below all contracts currently awarded and about to commence and tenders for which offers have been submitted but awards not yet made. In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.

TABLE 1: CONTRACTS AWARDED				
Client	Project	Expected total value of contract (incl. VAT)	Duration (Months)	Expected completion date

Signed

Date

Name

.....

Position

Enterprise
name

.....

.....

Tender

T2.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TABLE 2: TENDERS NOT YET AWARDED				
Client	Project	Sum Tendered (incl. VAT)	Tendered Duration (Months)	Expected commencement

Signed

Date

Name

.....

Position

Enterprise
name

.....

.....

Tender

T2.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EXPERIENCE OF KEY PERSONNEL

A maximum of 20 points for functionality will be awarded for experience and qualifications of key personnel. The tenderer to attach certificates and CVs of all key personnel indicating qualifications and experience. The following is a statement of similar work successfully executed by key staff members in the last three years.

Position	Name (relevant years of experience)	Previous Projects and Position	Value of Work inclusive of VAT (Rand)	Client Name and Contact No.	Registration number

Signed

Date

.....

.....

Tender

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2

PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or item	Proposal

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

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.

Tender

T2.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PROPOSAL AND PROGRAM

Tenderers to attach to their technical proposal, project management proposal, quality control proposal and program for the work.

(This information will be used as part of the technical evaluation)

Refer to Part C3: Scope of work for detail requirements on project management proposal, quality control proposal and program for the works.

A maximum of 30 points for functionality will be awarded for the proposal and program and will consist of:

Construction programme	20 Points
Labour Intensive Construction method	10 Points
Total	30 Points

Tender

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2

PROPOSAL AND PROGRAM

PROJECT MANAGEMENT PROPOSAL

A brief description of your proposal as to how the project management of the above services will be conducted.

In order to aid in the evaluation of the proposals, Tenderers are instructed to ensure that proposal contains at least the following information:

- (a) Managerial Team
 - Names
 - Experience in years
 - Qualifications
 - Registration information
 - Position in the company
 - Position in this project
- (b) Technical experience of each member of the project management team on similar projects.
- (c) Managerial experience of each member of the project management team on similar projects.
- (d) Managerial protocols

This section shall provide:

- i) A detail description of how this project will be managed;
- ii) Management communication lines;
- iii) Supervision safety on site including traffic accommodation; and
- iv) Adhere to the occupational Health and Safety requirements.

Note to Tenderer: Limit this to two pages.

SIGNED ON BEHALF OF THE TENDERER: _____

Tender					T2.2
<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

PROPOSAL AND PROGRAM

QUALITY CONTROL PROPOSAL

Note to tenderer:

1. Attach to this form a current ISO, or similar system, certificate **or brief summary of the in-house systems used.** The quality system shall focus on the requirement for this contract and will give a clear indication about the quality control measures on all phases of the work during field and office work which will be employed to satisfy all requirements of the project.
2. Summaries shall not be more than 2x A4 pages
3. Only relevant ISO accreditation contemplated for the work specified shall score maximum points.

SIGNED ON BEHALF OF THE TENDERER: _____

Tender

T2.2

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Contractor

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Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

Part C1: Agreements and contract data

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

.....

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the **service provider / consultant** under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

.....

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

.....(in figures)

THE OFFERED VARIATION TO THE GUIDELINE TARIFF OF FEES IS:

Plus / minus (delete the inapplicable alternative) percent (in words). % in figures

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the service **provider / consultant** in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the tenderer

(Name and address of organization)

Name and signature

of witness Date

Contract

C1.3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the service **provider / consultant** the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) 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. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven working days of the date of such submission 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

Name

Capacity

for the Employer

(Name and address of organization)

Name and signature

Contract

C1.3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

of witness Date

Schedule of Deviations

1 Subject _____

Details

2 Subject _____

Details

3 Subject _____

Details

4 Subject _____

Details

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

Contract

C1.3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2 Contract Data

The General Condition of Contract and the **Standard Professional Services Contract (third edition, July, 2009)** published by the Construction Industry Development Board, are applicable to this contract.

Copies of these conditions of contract may be obtained from the Construction Industry Development Board's website www.cidb.org.za). Copies of the General Conditions of Contract are also available for inspection and scrutiny at the offices of the employer.

The pro-formas attached to the Standard Professional Services Contract (third edition, July, 2009) on page 17 to 23 shall not apply to this Contract and shall be replaced with the documentation bound into this tender document.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with the standard contract collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this contract:

Part 1: Data provided by the Employer:

Clause number	Tender Data
3.4 And 4.3.2	The Employer is the VICTOR KHANYE LOCAL MUNICIPALITY The authorised and designated representative of the Employer is the Municipal Manager . The address for receipt of communications is: Telephone.: 013 665 6000 Facsimile: 013 665 4804 Email: Postal address: P. O Box 6 Delmas, 2210 Physical address: Victor Khanye Local Municipality 6 Samuel Road, Delmas, 2210
1	The Project is PROJECT NO: Q/HPC01/MIG/P7/2016/2017/E ERADICATION OF SANITATION BACKLOG IN MAHLATHINI for 2016/2017 Financial Year.
3.5	The location of the various projects is in and around the jurisdiction of Victor Khanye Local Municipality . The exact location of the project will be made known to the successful tenderer.
3.11 And 3.12	The service provide shall be completed within the duration as indicated in the bidding entities' programme submitted with this bid, with the following Key Milestones:

Contract

C1.3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause number	Tender Data	
	KEY MILESTONES	PENALTY PER CALENDAR DAY
	Preliminary Design	1% of the total tendered sum
	Design and Bid documents	1% of the total tendered sum
	Construction tender closing date	1% of the total tendered sum
	Acceptable tender evaluation reported submitted to council	1% of the total tendered sum
	Construction Program	R 5000 per calendar day.
	<p>Notes: The penalty amount will not be limited.</p> <p>Penalty for misleading council with wrong information provided in the returnable schedule and information provided in this Bid.</p> <p>A penalty not less than an amount equal to the points allocated expressed as a percentage of the total points wrongly allocated to the Bidding Entity as a result of the wrong information provided by the Bidding, multiply by 1.25 of the total tendered professional fees,</p> <p>Penalty = (Points wrongly claimed as %) X 1.25 X (Tendered professional fees)</p> <p>A programme shall be submitted with this Bid, the programme will be amended once the bid has been awarded with the start data the commencement of the project.</p>	
3.15.1	The programme shall be submitted within seven (7) Days of the award of the Contract.	
3.15.2	The Service Provider shall update the programme at intervals not exceeding three (3) weeks.	
5.1.1	The Service Provider is required to provide the Services with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.	
5.4.1	<p>The Service Provider is required to take out and maintain, for the full duration of the performance of this contract, the following insurance cover.</p> <ol style="list-style-type: none"> 1. Professional Indemnity Insurance providing cover in an amount of not less than R 5000 000 in respect of each and every claim during the period of insurance. 2. Public Liability Insurance with a limit of indemnity of not less than R 10 000 000 for any single claim, the number of claims to be unlimited during the contract period. 3. Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act, Act No 130 of 1993. <p>The Service Provider shall ensure that any subcontractors engaged in construction activities shall, in addition to the Public Liability and COID insurance as described above, also take out and maintain contractors all risks insurance to the value of the work being undertaken.</p>	
5.5	<p>The Service Provider shall obtain the Employer's prior approval in writing before taking, inter alia, any of the following actions:</p> <ol style="list-style-type: none"> a) Appointing Subcontractors for the performance of any part of the Services; b) Appointing Key Persons not listed by name in the Contract Data; c) Occupying any public land/facility for any purpose that will cause disruption and or inconvenience to the users of such land/facility. d) Any other action that may be specified in the Contract Data. 	

Contract

C1.3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause number	Tender Data
7.2	The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Experience of Key Personnel Schedule.
8.1	The Service Provider is to commence the performance of the Services within fourteen (14) Days of date that the Contract becomes effective.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer
12.1	Interim settlement of disputes is to be by mediation
12.2.1	In the event that the parties fail to agree on a mediator, the mediator is nominated by the President of the South African Institute of Civil Engineers.
12.3	Final settlement is by litigation
13.5.1	The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to R 10 000 000.

Contract

C1.3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part 2: Data provided by the Service Provider:

Clause number	Tender Data
1	The Service Provider is:
	Postal Address:
	Physical Address:
	Telephone:
	Facsimile:
5.3	The authorised and designated representative of the Service Provider is:
	Name:
	The address for receipt of communications is:
	Telephone:
	Facsimile:
	Address:

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Contract

C1.3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.3 Occupational Health and Safety

**AGREEMENT MADE AND ENTER INTO BETWEEN VICTOR KHANYE LOCAL MUNICIPALITY (HEREINAFTER CALLED THE EMPLOYER)
AND**

.....
Contractor/Mandatory/Company/CC Name

IN TERMS OF SECTION 37 (2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No 85 OF 1993 AS AMENDED.

I....., representing

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

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

COID ACT Registration number:

OR Compensation Insurer:

Policy No.....

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

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

I here declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

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

.....
Witness Contractor/Mandatory/Company/CC

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

.....
Witness For and on behalf of Victor Khanye
Local Municipality

Contract

C1.3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the contractor shall assume the responsibility in terms of the Section 16 (1) of Occupational Health and Safety Act (as amended). Should be Contractor any duty in terms of Section 16 (2), a copy of such assignment shall immediately to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's the premises shall performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2003.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contract shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees and sub-contractors, comply with them.
5. Discipline in the interest of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and or his employees and his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substances shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, copies of all documents mentioned in the agreement, must be presented to the Employer

Contract

C1.3

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

Part C2: Pricing data

Contract

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C2

VICTOR KHANYE LOCAL MUNICIPALITY



CONTRACT NO.: Q/HPC01/MIG/P7/2016/2017/E ERADICATION OF SANITATION BACKLOG IN MAHLATHINI

C2.1 PRICING INSTRUCTIONS

1. The Tender Data, the Scope of Work and the Drawings are to be read in conjunction with the Schedule of Quantities.
2.
 - a. The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent Works.
 - b. Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule, his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the payment to be paid for such additional work on the rates inserted in the Schedule by the Contractor.
 - c. Clause 8 of each Standardized Specification and the measurement and payment clause of each Particular Specification, read together with the relevant clause of the Project Specification, set out what ancillary or associated activities are included in the rate for the operations specified.
3. Descriptions in the Schedule of Quantities are abbreviated. The schedule has been drawn up generally in accordance with the latest issue of "Civil Engineering Quantities". Should any requirement of the measurement and payment clause of the applicable Standardized Specification, or the Project Specification, or the Particular Specification(s) conflict with the terms of the Schedule or, when relevant "Civil Engineering Quantities", the requirement of the Standardized, Project or Particular Specification, as applicable, shall prevail.
4. The items measured, except for items under the Preliminaries & Generals, are to be priced as estimated. The actual quantities shall be measured, determined and agreed to prior to execution of work. All rates quoted shall remain valid for the duration of the contract. Where items shall be measured from drawings supplied, quantities shall be measured net in accordance with the Drawings, and no allowance shall be made for waste.
5. The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer for the work described under the several items. The prices and rates shall be exclusive of Value Added Tax. Such prices shall cover all costs and expenses that may be required in and for the construction 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.
6. A price or rate is to be entered, in **BLACK INK**, against each item in the Schedule of Quantities.

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

7. In the event of the Tenderer failing to price any item it will be held that the Tenderer has made adequate allowance under other items for all labour, material and costs required for the execution, not only of the quantum of work covered by the unpriced item but also for any increase in the said quantum which may have to be undertaken during the course of the Contract.
8. For each cluster tendered, the Form of Offer and Acceptance for the respective cluster shall be completed.
9. For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:
- | | | |
|----------|---|--|
| Unit | : | The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications |
| Quantity | : | The number of units of work for each item |
| Rate | : | The payment per unit of work at which the Bidder bids to do the work |
| Amount | : | The quantity of an item multiplied by the bid rate of the (same) item |
| Sum | : | An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units |
10. The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

VICTOR KHANYE LOCAL MUNICIPALITY



**CONTRACT NO.: Q/HPC01/MIG/P7/2016/2017/E
ERADICATION OF SANITATION BACKLOG IN MAHLATHINI**

C2.2 BILL OF QUANTITIES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



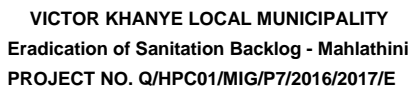
VICTOR KHANYE LOCAL MUNICIPALITY
Eradication of Sanitation Backlog - Mahlathini
PROJECT NO. Q/HPC01/MIG/P7/2016/2017/E

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					R	R
1.	SABS 1200 A	SCHEDULE 1: PRELIMINARY & GENERAL				
1.1	8.3	FIXED-CHARGE ITEMS				
1.1.1	8.3.1	Contractual Requirements	Sum	1		
	8.3.2	<u>Establish Facilities on Site</u>				
1.1.2	8.3.2.1	<u>Facilities for the Engineer</u>				
	PS 6.2	a. Office and equipment as per PSAB	Sum	1		
		b. Nameboards as per PSAB 3.1	No	1		
1.1.3	8.3.2.2	<u>Facilities for the Contractor</u>				
		a Offices and storage sheds	Sum	1		
		b. Living Accommodation	Sum	1		
		c. Ablution and latrine facilities	Sum	1		
		d. Tools and Equipment	Sum	1		
		e. Water supplies, electric power & communication	Sum	1		
		g. Plant	Sum	1		
		h. Security of works	Sum	1		
1.1.4	8.3.3	Fixed Charge Item for completing and checking the Project H&S File and handing over to the Client on completion of the works.	Sum	1		
1.1.5	8.3.4	Remove Contractor's site establishment on completion	Sum	1		
			Carried Forward			

				Brought Forward		
1.2	8.4.2	OPERATION AND MAINTENANCE OF ON SITE				
1.2.1		<u>Facilities for the Engineer</u>				
		a. Office	Sum	1		
		b. Toilets and Ablutions	Sum	1		
		c. Provision of water, power and communication facilities	Sum	1		
1.2.2		<u>Facilities for the Contractor</u>				
		a. Office	sum	1		
		b.Housing of staff	Sum	1		
		c.Toilets and ablution	Sum	1		
		d. Provision of water, power and communication facilities	Sum	1		
		e.Tools and equipment	Sum	1		
1.3	8,4	TIME-RELATED ITEMS				
1.3.1		Employment of a Community Liason Officers (CLO) (one for each village) to be appointed by community and approved by Employer for 1 month	P Sum	10		
1.3.2		Percentage fees and profit to items 1.1.7.1 to cover Contractor's expenses with regards thereto	%	R 0,00		
1.3.3		Compliance with Health and Safety requirements - the preparation of risk assessments, safe work procedures, the project H&S File, the H&S plan, the provision of PPE and protective clothing, and any other H&S matters that the contractor deems necessary				
			Sum	1		
1.3.4		Fixed Charge Item for completing and checking the Project H&S File and handing over to the Client on completion of the works.				
1.4	8.4.3	SUPERVISION FOR DURATION OF CONTRACT				
1.4.1		Contractor's supervision and management	P Sum	1		
1.4.2		Contractor's head office overheads	P Sum	R 5 000,00		
Total Carried to Summary						



ITEM NO	LI	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
						R	R
2		SABS 1200 C	SECTION 2 : SITE CLEARANCE				
2.1	LI	8.2.1	Clear vegetation, 150mm top soil and trees of girth up to 1m around the unit (as instructed by Engineer)	m²	153		
2.2		8.2.2	Remove trees: a) over 1 m and up to and including 2 m b) over 2 m and up to and including 3 m c) over 3 in, in steps of 1 m	No. No. No.	1 1 1		
2.4		8.2.9	Transport materials and debris to sites specified by Engineer / Employer exceeding free haul distance of 2km and dump (Provisional)	m³.km	46,00		
Total Carried to Summary							

[illegible]

VICTOR KHANYE LOCAL MUNICIPALITY



**CONTRACT NO.: Q/HPC01/MIG/P7/2016/2017/E
ERADICATION OF SANITATION BACKLOG IN MAHLATHINI**

C2.2 SUMMARY OF BILL OF QUANTITIES

SECTION	DESCRIPTION	AMOUNT (RAND)
1	Preliminary and General	
2	Site Clearance	
3	Installation of Waterless System Complete	
4	Dayworks	
	SUB-TOTAL (1)	
	Add Contingencies (10%)	
	SUB-TOTAL (2)	
	Add 14% of Sub-total (2) for VAT	
	TOTAL VALUE OF TENDER	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM C: PRICING SCHEDULE – FIRM PRICES
(PURCHASES) (MBD 3.1)**

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.

Eradication of Sanitation Backlog in Mahlathini

-
- Brand and Model
- Country of Origin
- Does offer comply with specifications? YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
-
*Delivery: Firm/not firm
- Delivery basis (all delivery costs must be Included in the bid price)

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**

--

Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

DECLARATION OF INTEREST

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.....

.....

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

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

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

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 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.....

.....

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

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

.....

Date

.....

Signature

.....

Capacity

.....

Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1.	Are you by law required to prepare annual financial statements for auditing?	*YES / NO
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.	
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	*YES / NO
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.	
2.2	If yes, provide particulars: 	
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	*YES / NO
3.1	If yes, provide particulars: 	
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	*YES / NO
4.1	If yes, provide particulars: 	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the.....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

1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION

Total points for Price and B-BBEE must not exceed 100

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2. DEFINITIONS

- 2.1 **“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;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 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:

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Pmin = 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	8	16
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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 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) weather 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]

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

9.7 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;

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- (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:

3.

2.

.....

SIGNATURE(S) OF BIDDER(S)

DATE:

ADDRESS:

.....

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) in accordance with the requirements and specifications stipulated in bid number at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims 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:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the 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);
 - Filled in task directive/proposal;
 - 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 services 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 fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by 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 as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	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"/>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

3 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of 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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 9

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

Js9141w 4

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

➤ VICTOR KHANYE LOCAL MUNICIPALITY



➤ PROJECT NO: Q/HPC01/MIG/P7/2016/2017/E

ERADICATION OF SANITATION BACKLOG IN RURAL AREAS

C3: PROJECT SPECIFICATION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

VICTOR KHANYE LOCAL MUNICIPALITY



PROJECT NO: Q/HPC01/MIG/P7/2016/2017/E

ERADICATION OF SANITATION BACKLOG IN RURAL AREAS

C3.1 SCOPE OF WORKS

C3.1.1 Description of the Works

C3.1.2 Engineering

C3.1.3 Procurement

C3.1.4 Construction

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

➤ VICTOR KHANYE LOCAL MUNICIPALITY



➤ PROJECT NO: Q/HPC01/MIG/P7/2016/2017/E

ERADICATION OF SANITATION BACKLOG IN RURAL AREAS

C3.1.1: DESCRIPTION OF THE WORKS

This tender covers the eradication of sanitation backlog in rural areas. The scope includes the following:

1. Waterless and chemical free toilets
2. Environmentally friendly
3. Treat waste in a natural and self-sufficient way such as enzymes
4. Prevent odour in and outside the cubicle
5. Must work with no electricity
6. Above ground structure must be wheel chair friendly and structurally engineering structurally sound
7. Structure and functionality to be industrial or public standard. I.e. capacity and strength

Eradication of sanitation backlog will be constructed in rural areas shown in the Table below.

ERADIATION OF SANITATION IN RURAL AREAS					
NO	NAME OF AREAS	NO. TOILETS	COORDINATES		DISTANCE (km)
			Latitude	Longitude	
1	Mahlathini	17	TBA		Approx. 28km radius from Delmas
TOTAL		17			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

➤ VICTOR KHANYE LOCAL MUNICIPALITY



➤ PROJECT NO: Q/HPC01/MIG/P7/2016/2017/E

ERADICATION OF SANITATION BACKLOG IN RURAL AREAS

C3.1.2: ENGINEERING

C3.1.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

Works designed by, per design stage:

Description	Responsibility
Design of Works	Engineer
Concept, feasibility and overall process	Client
Basic Engineering and detail layouts to tender stage	Engineer
Final Design of Works	Engineer
Final Design to be approved for construction stage	Client
Preparation of tender documentation & adverts	Engineer
Appointment of soil test / topographical surveyors	Client/Engineer
Appointment of sub-contractors	Contractor
Supervision	Engineer
Preparation of as-built drawings	Contractor / Engineer
Completion certificate	Engineer / Client / Contractor

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1.2.2 EMPLOYER'S DESIGN

The permanent works included in this contract has been designed by the Employer's agent. The detail of the works is indicated on the drawing and in the specifications. The tenderer may submit alternative offers for designs prepared by himself subject to the conditions specified in clause 05 of the standard specifications.

C3.1.2.2.1 LOCAL SMMEs DEVELOPMENT

The SMMEs company will be responsible for the appointment of local labourers from the Victor Khanye community. Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

The rate of pay set in the SAFCEC tables (South African Federation of Civil Engineering Contractors). Sub-contractors must be paid fortnightly and the main contractor must allow for financing such payouts. Failure of contractors for non-payment of his labour will be penalised at 50% of his payment by the municipality. Contractor must provide enter market-related rates.

The contractor must familiarise him/her with the abovementioned requirements and price this document accordingly.

C3.1.2.2.2 KEY PERSONNEL

The Contractor shall maintain the involvement of the key personnel as the exigencies of this contract. Should it become necessary to replace any of the key personnel as detailed at the time of the tender during the course of this contract, they may only replace by individuals with similar or better qualifications and experience and only when a written approval has been obtained from the municipality.

Sufficient suitably qualified professional staff must be made available by the contractor and sub-contractor to undertake the full scope of the project. The personnel must be knowledgeable and experienced in their fields of expertise and must be currently actively involved in these fields. The tenderer must include documentary evidence that each proposed key personnel meets these requirements.

The person nominated to act as project site agent for the project must be a registered with the Engineering Council of South Africa (ECSA) as a Candidate Engineering Technician and be in a possession of a diploma in Civil Engineering and have subsequent there of one-year experience in construction of sanitation reticulation systems.

The person nominated for construction monitoring must have a certificate in Civil Engineering with one-year experience in construction supervision of sanitation reticulation systems.

C3.1.2.3 DRAWINGS

The Engineer will provide the Contractor with one full set of drawings, which will be used exclusively for the recording of as built information by the Contractor.

Only dimensions, positions, levels, co-ordinates etc. that change from the original values, will be required to be entered on these drawings. These drawings, fully marked up, will be handed to the Engineer at the issue of the Certificate of completion, which will not be issued until the as-built information has been received.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Generally, typical drawings for components of the water network will be adopted. Particular drawings that suit the site will be produced whenever necessary.

The drawings listed below are attached in order to give an overview of the project.

Additional construction drawings will, in terms of Clause 5.9 of the General Conditions of Contract (2010), be issued to the Contractor by the Engineer/Employer on the commencement date and from time to time as required.

The following drawings are applicable to this contract:

Drawing Number	Description
As per manufacturer 's recommendations	Toilets to be installed according to best practise methods as per manufacturer recommendations

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

➤ VICTOR KHANYE LOCAL MUNICIPALITY



➤ **PROJECT NO: Q/HPC01/MIG/P7/2016/2017/E**

ERADICATION OF SANITATION BACKLOG IN RURAL AREAS

C3.1.3: PROCUREMENT

C3.1.3.1

PREFERENTIAL PROCUREMENT PROCEDURES

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule as per the Supply Chain Management document included in the specification.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

➤ VICTOR KHANYE LOCAL MUNICIPALITY



➤ PROJECT NO: Q/HPC01/MIG/P7/2016/2017/E

ERADICATION OF SANITATION BACKLOG IN RURAL AREAS

C3.1.4: CONSTRUCTION

C3.1.4.1 CONSTRUCTION PROGRAM

1. Construction work under this contract should start not later than two weeks after site handover and should be completed not later than 2 months after site handover.
2. It is required that the tenderer to submit a detailed construction program linked to the duration of the project and clearly indicating the key deliverables time frames coupled there to and sequence of events.

C3.1.4.2 THE SITE

The contractor will have to provide the following:

- Sanitation on site for his own use.
- Water and electricity for construction purposes.
- Telephone facilities
- All necessary housing facilities for his personnel.
- The contractor shall provide in the above yard and equipped site office of sufficient size to accommodate site meetings and to keep all drawings and documents needed for the works.

Tenderers must familiarise themselves with the site to acquaint themselves with the site conditions before submitting their offer.

3.1.4.2.1 Existing Services

The Contractor shall so carry out all his operations as not to encroach on, or interfere with, trespass on, or damage adjoining lands, building properties, roads, structures, places and

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

things in the vicinity of the Works, and he shall free and relieve the Employer of any liability that may be incurred in consequence of his failure to do so.

The services existing on the site will be either shown on the drawings or pointed out on site by the Engineer and / or the Municipality. No excavation work will commence unless a representative of the Municipality and/or the Engineer have been requested to point out existing services in the area under construction. Written confirmation of services that have been pointed out by the Municipality is to be obtained by the Contractor. All existing services on the site may not be shown on the drawings or be visible on the site. The Engineer may order excavation by hand in order to search for and expose services. An item has been included in the Schedule of Quantities to cover the cost of such work if so ordered by the Engineer. Where a service is damaged because of the Contractors negligence he shall be liable for the cost involved in the repair of the services and any other consequent cost that may arise due to the interruption of the damaged services.

No excavation is to take place until a representative from the Municipality has been contacted and he has pointed out the existing services to the Contractor and confirmed it in writing. The same shall apply to all Telkom services in the area.

3.1.4.2.2 Site Establishment

- Source of Water Supply

Water is available from the existing water network on site and the Contractor is to arrange with the Local Authority for a connection point. The Contractor will be responsible for the costs of the connection as well as the use of water for construction purposes. Under no circumstances may potable water be used for construction, unless written permission is granted by the Engineer.

- Sources of power supply

Electricity is available from the existing network on site, and the Contractor is to arrange with the Local Authority for a connection. The Contractor will be responsible for the costs of electricity consumed as well as the connection costs.

- Location of camp and depot

The Engineer shall point out the position of the Contractors camp to the Contractor during the site inspection. The Contractor may assume that the site camp will be within 2 km of the site.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

▪ Sanitary facilities

The Contractor is to provide the necessary sanitary facilities at his camp, all of which will be governed by the requirements of the Local Authority. The contractor shall pay all sanitary fees and charges due.



▪ Temporary offices

The Contractor is not required to provide any specific office space for the Engineer, but the Contractors' offices shall have adequate space and facilities for the holding of site meetings, and for the Engineer to perform administrative functions on an ad hoc basis.

Neither housing nor shelters will be provided for the contractor's employees, and the Contractor shall make his own arrangements to house his employees and transport them to the Site.

▪ Laboratory facilities

The use of commercial laboratories will be allowed, but the laboratory to be used is subject to the approval of the Engineer.

▪ Sanitary facilities

It is required that specific sanitary facilities be provided for the Engineer, and these facilities will not be shared with the Contractor. The facilities are, however, to be kept in a clean and hygienic condition by the contractor to the satisfaction of the Engineer. All sanitary facilities are to conform to the by-laws of the Local Authority.

▪ Name Boards

Two name boards shall be provided in positions as ordered by the Engineer. The Engineer will provide the lettering required once the tender is awarded.

▪ Survey assistant and equipment

The Contractor will not be required to make any survey equipment available specifically for the use of the Engineer. The Contractor will however make 2 survey assistants available to the Engineer as and when required, as well as the theodolite and/or level plus accessories.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.1.4.2.3 Site Usage

▪ Ground and access to the works

The Contractor shall where necessary on or adjacent to roads which carry traffic provide all the necessary barricades and signs in accordance with the stipulations of the South African Road Traffic Signs Manual, and in strict accordance with the requirements of the Protective Services of the Victor Khanye Local Municipality.

The Contractor shall further ensure that all public roads that are used for access to the site are kept free of debris at all times. The Contractor shall also take adequate measures to ensure that dust is kept to an acceptable level. The term acceptable is to be deemed as acceptable to the Engineer.

▪ Care, damage and protection

The Contractor shall at his own cost make full provision for all watching and lighting necessary for the protection of all persons, animals, vehicles, etc., from injury by reason of the Works. He shall provide ample warning signs, guard rails, etc., around open excavations, stacks of materials, excavated material, debris or the like, and he shall be held liable for all claims made upon himself or upon the Employer by reason of his neglect of all such precautions and provisions.

During the periods of construction of the Works and the repair of defects, the Contractor shall, at his own cost, to the satisfaction of the Engineer and the relevant Authority, take sufficient and adequate measures to avoid interrupting the use of all roads, footpaths, water courses, drains, pipes, telephones, electric wires and cables, premises, places and works, public or private, which may in any way be interfered with by the operations; and shall also afterwards permanently restore all structures and everything which may have been temporarily displaced or otherwise interfered with, all to the satisfaction of the Engineer and the relevant Authority, without extra charge beyond the Contract price.

▪ Survey beacons

The Contractor shall take care to safeguard any permanent survey beacons such as erf boundary pegs and reference beacons. Should the Contractor disturb any such pegs and beacons, he shall have them replaced at his own cost by a registered Land Surveyor. The Contractor is to provide the Engineer with written confirmation from the Land Surveyor that he has replaced the relevant beacons.

The Contractor's attention is drawn to article 35(i) of the Land Surveying Act No. 9 of 1927

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

▪ Blasting

As the construction takes place within a built up area, extreme care is to be taken during any blasting operations. No blasting shall be permitted without prior written consent from the Engineer. Written as well as verbal notice will be given to all house owners in the affected area 24 hours prior to the blast being set off, and the contractor is to do a survey of all the houses (internal and external) in the area prior to blasting.

A full daily report of all blasting operations (in duplicate) is to be completed by the Contractor.

This report shall inter alia contain the following information:

- Date and time of each blast
- Number of holes
- Charge per hole
- Use of relays, etc.

This report is to be submitted to the Engineer on a weekly basis, and is to be countersigned by the Engineer.

The contractor is to be noted that he is not to use or permit any person to use an explosive powered tool, unless—

- (a) it is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and
- (b) the firing mechanism is so designed that the explosive powered tool will not function unless—
 - (i) it is held against the surface with a force of at least twice its weight; and
 - (ii) the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle:

▪ Protection of existing vegetation

Before any tree is cut down and removed from the site, the Contractor shall confirm the necessity of such action with the Engineer or his Representative.

▪ Access to individual erven

Access to all public and private property must be maintained at all times. Where trenches cross the access point to any property, the Contractor is to arrange for adequate and safe vehicular and pedestrian crossings over the trenches.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Engineer must approve the method of providing access before any excavation commences.

▪ Use of construction vehicles and equipment

The contractor shall ensure that all construction vehicles and mobile plants—

- (a) are of an acceptable design and construction;
- (b) are maintained in a good working order;
- (c) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- (d) are operated by workers who-
 - (i) have received appropriate training and been certified competent and been authorised to operate such machinery; and
 - (ii) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
- (e) arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- (f) are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers
- (g) where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- (h) are equipped with an electrically operated acoustic signalling device and a reversing alarm; and
- (i) are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.
- (j) no person rides or be required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- (k) every construction site is organised in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- (l) the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;
- (m) every traffic route is, where necessary indicated by suitable signs for reasons of health or safety;
- (n) bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;
- (o) whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- (p) when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.1.4.2.4 Permits and Way leaves

Permits and way leaves are assumed to be granted since all works will be carried out on existing municipal premises. However, permit for gravel prospecting and extraction shall be applied and obtained from the relevant authority.

C3.1.4.3 MANAGEMENT

3.1.4.3 Management of the Works

- Planning and programme

The Contractor shall deliver to the Engineer within **14** days, calculated from the commencement date, a realistic programme showing the order of procedure, the duration of activities making up the programme and method which he proposes to use in carrying out the Works in order to meet the due completion date for this project.

The tenderer is to note that the penalty for failing to complete the works is R **1,500.00** per day.

- Setting out of the works

Generally the positions of the works have been fixed on the plans according to the existing stand boundaries. The Engineer is to approve all setting out prior to commencement of excavation.

- Excavation of works & safety

The contractor shall ensure that all excavation work is carried out under the supervision of a competent person who is been appointed in writing. The Contractor will evaluate, as far as is reasonably practicable, the stability of the ground before excavation works begin and he/she shall not permit any person to work in an excavation which has not been adequately shored or braced.

The Contractor will cause convenient and safe means of access to every excavation area in which person are required to work and such access hall not be further than 6m from the point where any worker within the excavation is working.

The Contractor must ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and shall before the commencement of excavation work that may affect any such service, take the steps that may be necessary to render the circumstances safe for all persons involved;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Principal Contractor shall cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be:

- (i) adequately protected by a barrier or fence of at least one metre in height and as close

to the excavation as is practicable; and

- (ii) provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor;

The Principal Contractor shall cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

▪ Inspection by Engineer

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

▪ Employment of local labour

It is a specific criterion of this project that should as far as possible adhere to RDP principles, and to meet these principles the following procedures will be followed:

All labour is to be sourced from the Victor Khanye Local Municipality; area of jurisdiction and the Contractor may only bring in key personnel from outside this area. The fixed rate for the appointment of general local labour will be **as per new minimum wage as determined the Dept of Labour and or SAFSEC for the period**. This will be payable by the Contractor on **Hourly** basis. The Contractor's attention is drawn to the standard rates specification (*"Annexure A" – Civil Engineering Industry Minimum Wage rates per hour; September 2013 to August 2015*) found on the SAFSEC website at www.safcec.org.za. These standard rates should be implemented for payment of all employees of the Contractor.

Key personnel would typically include the Contracts Manager, Site Agent, and Supervisor for each discipline and operators of plant where the operator must be seated.

A Monthly labour report on all local labour i.e. payments and labour days should be submitted to the Engineer at the end of each month in order for the Engineer to submit a report to the Employer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

None of the Works shall be executed except between sunrise and sunset on Monday to Saturday, inclusive, of any week, and none of the Works shall be executed on any special non-working days stated in the Contract Data, unless:

- ✓ The Engineer's permission in writing is obtained, subject to such conditions as may be laid down by the Engineer; or
- ✓ Provision is specifically made for it in the Contract; or
- ✓ Work is unavoidable or necessary for the saving of life or property or for the safety of the Works.

▪ Site Meetings

Regular meetings will be held between all relevant parties to establish the progress and / or delays and problems that might occur on site. Any problems of delays will be addressed accordingly and the Contractor will receive proper instructions with reference to this matter.

▪ Communication

The Engineer's representative on this project will be: Takudzwa Dodzo / Micah Maramba
Contact No: **076 773 1681 / 071 140 5220**

The contact person for the Employer is: Ms A Mvelase
Contact No: **013 665 5754**

▪ Daily Records

Daily records of resources (equipment and people employed) must be kept and must be available on site at all times. These records will include i.e. site instruction book, site diary, site visit register, contractual documentation and minutes of all project meetings. Labour information should be kept updated at all times.

▪ Compliance with applicable laws

The Contractor shall, in performance of the Contract, comply with all applicable laws, regulations and statutory provisions and agreements, and shall in particular, on the request of the Engineer, provide proof that he has complied therewith with regard to amongst others:

- ✓ Wages and conditions of work; and
- ✓ Safety

▪ Payment Certificates

As consideration for the construction, completion and defects correction of the Works, the Employer shall pay the Contractor in terms of the provisions of the Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

▪ Clearance of site

On completion of the Works, the Contractor shall clear away and remove from the site all Construction Equipment, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a safe condition. All streams and watercourses (where applicable) shall be cleaned and restored to the condition as at the commencement of the Works. If the Contractor does not, within a reasonable time, comply with this requirement, the Employer may have the site cleared and recover the cost thereof from the Contractor.

▪ Termination of Contract

If application is made for the sequestration of the Contractor's estate, or if the Contractor publishes a notice of surrender of his estate or presents a petition for the acceptance of the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or if the contractor assigns the contract without having first obtained the Employer's consent in writing, or if execution is levied on his goods or if the Engineer certifies reference to this Clause, that in his opinion the Contractor:

- ✓ Has abandoned the contract; or
- ✓ Without reasonable excuse has failed to commence the Works in terms of Clause 10 of the General Conditions of Contract for Construction Works (2010, Second Edition), or has suspended the progress of the Works for fourteen (14) days after receiving from the Engineer written notice to proceed or
- ✓ Has failed to proceed with the Works with due diligence; or
- ✓ Has failed to remove materials from the site or to pull down and replace work within fourteen (14) days after receiving from the Engineer written notice that the said materials or work have been condemned and rejected by the Engineer in terms of these conditions; or
- ✓ Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract; or
- ✓ Has, to the detriment of good workmanship or in defiance of the Engineer's instruction to the contrary, sublet any part of the Contract; or
- ✓ Has assigned the Contract or any part thereof without the Employer's consent in writing; or
- ✓ The contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer a gratuity or reward or commission; or
- ✓ The contractor furnished inaccurate information in the Schedules forming part of this Contract.

Then the Employer may, after giving fourteen (14) days' notice in writing to the Contractor, terminate the Contract and order the Contractor to vacate the Site and to hand it over to the Employer, and the Employer may then enter upon the site and the

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Works and expel the Contractor there from without thereby affecting the rights and powers conferred on the Employer or the Engineer by the Contract, and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the construction equipment, temporary works and materials bought onto the site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said construction equipment, temporary works and unused materials and apply the proceeds of sale toward payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the site and shall not be entitled to remain on the site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the contractor be entitled to any further payments of this Contract.

3.1.4.4 Official handover function

Contractor should take note of an allowed in the Schedule of Quantities for the official handover function. This function is to be financed by the Contractor and he will be reimbursed all the costs of the function upon presentation of all receipts for items purchased for this function. All arrangements for this function shall be at the discretion of the Engineer.

C3.1.4.4 HEALTH AND SAFETY

- Health & Safety Issues

All work is to be carried out in accordance with the Occupational Health and Safety Act and Regulations (Act 85 of 1993) (a copy of which must be kept on site), the Explosive Material Act of (Act 26 of 1956), the Minerals Act of 1991, and the Factories Machinery and Building Work Act (No 22 of 1941).

The Contractor's notice is drawn to the stipulations of the Construction Regulations 2003, a regulation of the Health and Safety Act 1993 (Gov Notice No R1010 of 18 July 2003). The construction regulation will be applied vigorously on the project.

The Contractor to be appointed must have made provision for the cost of health and safety measures during the construction process. The contractor must have the necessary skills, competencies and resources to carry out the work safely. A proper Safety Plan is to be submitted by the Contractor and a copy thereof is to be made available to all applicable appointed labourers and permanent workers on this project.

The Contractor is to ensure that the legal compliance for the Health and Safety issues are in place. Audits will be carried out to ensure that the Contractor is registered and in good standing with the Workmen's Compensation fund and that the Contractor has affected insurance

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indemnifying the Employer against penalties levied upon the Employer due to the acts of omissions of the Contractor in failing to comply with the provisions of the OHS regulations 2003. A compliance audit will also be carried out to ensure that the Contractor has appointed a full-time competent person in writing to deal with the issues of the OHS and that a risk assessment has been conducted and a copy of the Safety plan is on site before any work commences.

Operational audits will be carried out on the following important issues:

- ✓ That the Safety Plan is on site at all times
- ✓ That the Contractor's Safety file is on site at all times
- ✓ That the Safety Officer is on site at all times
- ✓ That Safety meetings are conducted as per the Safety Plan
- ✓ That employees are working under safe conditions
- ✓ That the public is not placed in danger
- ✓ That there is no harm to the environment

▪ Accommodation of traffic

It is expected of the Contractor to ensure that the free flow of traffic is possible throughout the construction period.

The Contractor is to provide all necessary barricades, signs and lighting in accordance with the stipulations of the South African Road Signs Traffic Manual, and the Protective Services of the Victor Khanye Local Municipality. All work is to be to the satisfaction of the Engineer.

▪ Reporting of accidents

In addition to any statutory regulations, the Contractor shall, as soon as practicable, report to the Engineer every occurrence on the Works or the site causing damage to property or injury or death of persons. If required by the Engineer, the Contractor will submit a report in writing to the Engineer within 48 hours of such requirement setting out full details of the occurrence. The Engineer shall have the right to make any enquiries either on the site or elsewhere as to the cause and results any such occurrence and the Contractor shall make available to the Engineer the necessary facilities for carrying out such enquiries.

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C3.1.4.5 PROJECT SPECIFICATIONS

PSA: SANS 1200 A – GENERAL

PSA 1 QUALITY AND SAMPLES (Subclause 3.1)

Add to the Subclause:

All materials shall comply with the requirements of the South African Bureau of Standards, and shall bear the official standardization mark. Where SANS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Engineer's approval of such material must be gained before use thereof.

PSA 2 CONTRACTOR'S OFFICE AND STORES (Subclause 4.2)

Add to the Subclause:

Neither housing nor shelters will be provided for the contractor's employees, and the Contractor shall make his own arrangements to house his employees and transport them to the Site.

PSA 3 APPROVED LABORATORIES (Subclause 7.2 of SANS 1200A General)

It is not required for the Contractor to supply a laboratory for testing materials on site, and he may submit the name and credentials of a local commercial laboratory, for approval by the Engineer if he so requires.

PSAB: SANS 1200 AB – ENGINEERS OFFICE

PSAB SURVEY ASSISTANT AND EQUIPMENT

The Contractor will not be required to make any survey equipment available specifically for the use of the Engineer.

The Contractor will however make 2 survey assistants available to the Engineer as and when required, as well as a theodolite and/or level plus accessories.

PSAB 2 FACILITIES FOR ENGINEER

Specific offices are required for the Engineer on this contract and the contractor is expected to have enough space for the holding of site meetings.

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PSAB 3 NAME BOARDS

The contractor shall provide two name boards at the sites specified by the Engineer in accordance with clause 3.1 of SANS 1200 AB -1986.

PSC: SANS 1200 C – SITE CLEARANCE

PSC 1 DISPOSAL OF SURPLUS MATERIAL (Sub clause 3.1)

The disposal site is at the discretion of the Contractor but with approval from the Engineer.

PSD: SANS 1200 D – EARTHWORKS

PSD 1 PRECAUTIONS (Sub clause 5.1)

Add the following to Sub clause 5.1.1.2:

Delete sub clause a) and substitute with the following:

The Contractor or his agent or representative appointed in writing shall be deemed to be and shall be both the “excavator” and “a person who is competent to pronounce on the safety” of all bracing and shoring as set out in regulation 13 (demolition and excavation) of the General Safety Act No 6 of 1983 as published in the Government Gazette no 10252 Volume 251 page 30 of May 1986 (as amended).

construction of the subbase layer.

PSD 2 Storm water and Groundwater (Sub clause 5.1.3)

Add the following to sub clause 5.1.3

Where and when pumping of seepage or underground water is undertaken, the contractor is instructed to dispose the water in such a manner as to avoid contamination of clean water in the municipality’s water supply distribution system.

PSD 3 Transport for Earthworks (Sub clause 5.2.5)

Delete sub clause 5.2.5.1 a) and substitute with

All haul of material imported from commercial sources or from borrow pits selected by the Contractor will be regarded as free haul within a distance of 1km.

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Witness 2

PSGA SANS 1200 GA – CONCRETE (SMALL WORKS)

PSGA 1 CEMENT (Subclause 3.2)

Unless written consent to the contrary is received from the Engineer, all cement used on the contract will be Ordinary Portland cement (CEM I 42,5).

PSGA 2 FINISH (Subclause 4.4.2)

All exposed concrete surfaces shall be floated off to the necessary gradients and planes, and while still green, will be finished off to a smooth surface with a wooden trowel.

PSGA 3 STRENGTH CONCRETE (Subclause 5.4.1.5)

The strength concrete necessary for the different portions of the work is as follows:

GRADE	ITEM
25/19	All concrete lining for stormwater drains
20/19	Concrete for minor works & repairs
30/19	Precast concrete

Should concrete for the works be mixed on site, the Contractor is to provide the Engineer with a mix design carried out by an approved laboratory for approval. The Contractor is also to furnish the Engineer with the methodology and equipment to be used for the mixing of concrete for approval by the Engineer. Six tests cubes are to be taken prior to the first concrete pour, and the 7-day result will be utilized as a first indication of suitability of the mix design. Approval will however be based on the 28 day strength.

PSGA SANS 1200 DB – Earthworks (pipe trenches)

PSDB 1 Excavation (Subclause 5.4)
add at the start of the clause,

Before any excavation starts, the contractor shall locate all surveys pegs along the route of the line and to enable setting out of the works

PSL SANS 1200L - MEDIUM PRESSURE PIPE LINES (Clause 3)

PSL 1 Materials

All materials shall be SANS approved. The contractor shall seek approval of the Engineer for use of any materials that is not SANS approved and shall provide proof of necessary

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tests to prove the materials' compliance with the specifications as requested by the Engineer.

PSLB SANS 1200LB – BEDDING (PIPES)

PSLB 1 Material (Clause 3)

The contractor shall not borrow material from the erfs and shall only borrow from designated borrow pits approved by Victor Khanye Local Municipality.

PSLF SANS 1200LF – ERF CONNECTIONS

PSLF 1 Material (Clause 3)

All materials shall be SANS approved. The contractor shall seek approval of the Engineer for use of any materials that is not SANS approved and shall provide proof of necessary tests to prove the materials' compliance with the specifications as requested by the Engineer.

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VICTOR KHANYE LOCAL MUNICIPALITY



PROJECT NO: Q/HPC01/MIG/P7/2016/2017/E

ERADICATION OF SANITATION BACKLOG IN RURAL AREAS

C4 SITE INFORMATION

C4.1 GENERAL SITE DESCRIPTION

The Sites are located in Delmas at the Villages and GPS coordinates shown in the table below:

ERADIATION OF SANITATION IN RURAL AREAS					
NO	NAME OF AREAS	NO. TOILETS	COORDINATES		DISTANCE (km)
			Latitude	Longitude	
1	Mahlathini	17	TBA		Approx. 28km radius from Delmas
TOTAL		17			

C4.2 SITE CONDITIONS

- Ground conditions vary from soft pickable soil to rocky patches on average.

Contractor

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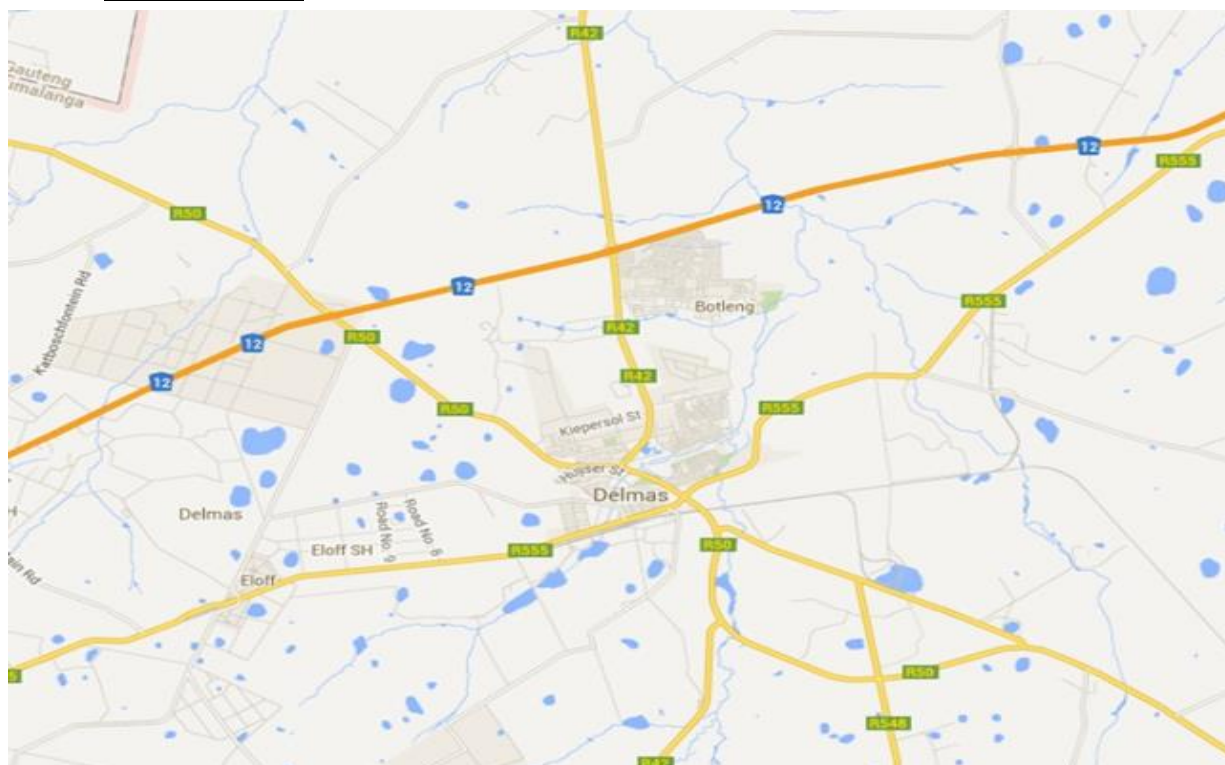
Witness 2

Employer

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Witness 2

C4.3 LOCALITY MAP



2.1 FUNCTIONALITY

Total functionality points are 65, minimum threshold 40. The points are distributed as follows:

Criteria	Max Pts.
Qualification, experiences in construction and knowledge of proposed team (attach CVs and certificates of one (1) key personnel)	
iv. 5 points per/person adhering to minimum qualification with ECSA in specified category	
v. 5 points per/person adhering to minimum length of experience	
vi. 5 points per/person adhering to submission of CVs and certified copies of qualification	15
Labour Intensive Construction method (methodology clearly outlined)	20
Work Opportunities to be created (using EPWP guidelines)	
iii. number of people to be employed	
• more than 20 people -10points	
• less than 20 people, 1 point per two persons be deducted	
iv. Project duration	
• 2months or less is 10points	
• more by one month less 5points	20
Construction programme indicate the knowledge of technology (linked to construction methodology/approach, clearly outlining the schedule and sequence of activities)	10
	65

Preferential evaluation points: 80/20

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