

GREATER GIYANI MUNICIPALITY



CIDB Class Grading 3CEPE or higher

CONTRACT NO: G/G/M6104/009/2021

FOR

APPOINTMENT OF A CIVIL ENGINEERING SERVICES PROVIDER (CONTRACTOR) FOR THE CONSTRUCTION OF NDHAMBHI TAX RANK

PROCUREMENT DOCUMENT : BOOK 1 OF 2

AUGUST 2021

NAME OF TENDERER :

CONTACT PERSON:

CONTACT NUMBERS: Tel.....Fax.....Email.....

TENDER SUM : R.....

CLOSING DATE: 25 August 2021 @ 12H00

**PREPARED BY:
MTEMA MASHAO CONSULTING ENGINEERS (PTY) LTD**

15 PLANTINA STREET
TZANEEN
0850

**Tel: (015) 307 7701
Fax: (015) 307 7359
e-mail: tznoffice@mtmamashao.co.za**



ISSUED BY:

**THE MUNICIPAL MANAGER
GREATER GIYANI MUNICIPALITY**

Private Bag X9559
GIYANI
0826

Tel: (015) 811 5500

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Infrastructure
Grant



EXPANDED PUBLIC WORKS PROGRAMME
Creating opportunities towards human fulfilment

GREATER GIYANI MUNICIPALITY

RESPONSIVENESS AND EVALUATION CRITERIA

1. RESPONSIVENESS CRITERIA

The GREATER GIYANI MUNICIPALITY will consider no Bid unless it meets the following responsiveness criteria:

- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
- The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.
- An original Valid Tax Clearance Certificate must be submitted with the bid.
- ****All Specimen documents to be submitted on the tenderers letterhead clearly typed fully completed without any alterations to the format as issued.
- ****All Specimen documents to be binded on a separate annexure document without dismantling the issued document.
- Bid forms must be completed in full and each page of the bid initialed.
- Certified copy of the company registration certificate must be submitted together with the bid.
- Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties.
- Proof of payment of municipal rates and taxes.
- Complies with the requirements of the bid and technical specifications.
- Registered in the relevant contractor category in the Construction Development Board Register of Contractors (CIDB).
- Adheres to Pricing Instructions.
- Financial ability to execute the contract.
- Comply in full and observe the requirements of the Notice to Bidders.
- Fully completed authority of signatory documentation provided on the bidders letter Head
 - Fully completed form of offer (Form C1.1) and signed by authorized signatory
 - Attendance of site inspection by competent representative



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M6104/009/2021
FOR
NDHAMBI TAXI RANK**

2. EVALUATION OF BIDS

- a) **Tenders will be evaluated using 2011 Preferential Procurement Regulations indicated in the Standard Conditions of bid: 80/20 Preference Point System shall be used for scoring the bidders.**
- **Price Points= 80,**
 - **Broad Based Black Economic Empowerment Points= 20**
- b) **The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.**

By submitting this bid, bidder authorizes the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Council.

PLEASE NOTE

- 1. The Municipal Manager may cancel a contract awarded to a person if:**
 - a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
 - b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.

- 2. The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:**
 - a) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
 - b) Failed, during the last five years, to perform satisfactorily on a previous contract with the GREATER GIYANI MUNICIPALITY or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
 - c) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
 - d) Been convicted of fraud or corruption during the past five years;
 - e) Wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - f) 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) or has been listed on National Treasury's database as a person prohibited from doing business with public sector. m

CONTENTS

THE TENDER

PART T1: TENDERING PROCEDURES

T1.1	TENDER NOTICE AND INVITATION TO TENDER (WHITE PAGES)	T.3
T1.2	TENDER DATA (PINK PAGES).....	T.4

PART T2: RETURNABLE DOCUMENTS

T2.1	LIST OF RETURNABLE SCHEDULES (YELLOW PAGES).....	T.22
T2.2	OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION (YELLOW PAGES)	T.45
T2.3	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (YELLOW PAGES).....	T.88

THE CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

C1.1	FORM OF OFFER AND ACCEPTANCE (WHITE PAGES).....	C.3
C1.2	AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH & SAFETY ACT (WHITE PAGES)	C.8
C1.3	PERFORMANCE GUARANTEE (WHITE PAGES)	C.12
C1.4	ABSTRACTS OF THE MINE HEALTH AND SAFETY ACT NO. 29 OF 1996 AND AMENDMENT ACT NO. 72 OF 1997 (WHITE PAGES).....	C.18
C1.5	CONTRACT DATA (YELLOW PAGES).....	C.20

PART C2: PRICING DATA

C2.1	PRICING INSTRUCTIONS (YELLOW PAGES).....	C.31
C2.2	BILL OF QUANTITIES (YELLOW PAGES).....	C.35
C2.3	SUMMARY OF BILL OF QUANTITIES (YELLOW PAGES).....	C.78
C2.4	CALCULATION OF TENDER SUM (YELLOW PAGES)	C.79

PART C3: SCOPE OF WORK

- C3.1 Description of Works (Blue pages)
- C3.2 Engineering (Blue pages)
- C3.3 Procurement (Blue pages)
- C3.4 Construction (Blue pages)

PART C4: SITE INFORMATION

- C4.1 Site Information (Green pages)
- C4.2 Locality Plan (White pages)

PART C5: ANNEXURES

- C5.1 PROFORMA DOCUMENTS (WHITE PAGES)
- C5.2 MINISTERIAL DETERMINATION NO.3 : EXPANDED PUBLIC WORKS PROGRAMMES (WHITE PAGES)
- C5.3 REQUIREMENTS OF EXPANDED PUBLIC WORKS PROGRAMME (EPWP) (WHITE PAGES)
- C5.4 CONTRACT DRAWINGS (WHITE PAGES)



T.1

GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBI TAXI RANK**

THE TENDER

PART T1: TENDERING PROCEDURES

PART T2: RETURNABLE DOCUMENTS



T.2

GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMB I TAXI RANK**

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T1.2	TENDER DATA.....	T.4



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Bids are hereby invited from Contractors registered with the Construction Industry Development Board (CIDB) for:

Bid Number	Project Name	CIDB Grading	Date for Compulsory site meeting
G/G/M/6104/009/2021	APPOINTMENT OF A CIVIL ENGINEERING SERVICES PROVIDER (CONTRACTOR) FOR THE CONSTRUCTION OF NDHAMBHI TAXI RANK	3CE PE OR HIGHER	10 AUGUST 2021 @ 13H00

Tenders are hereby invited from tenderers who can demonstrate that they will have in their employ staff which satisfy EPWP requirements during the contract validity are eligible to submit tenders

Bids documents are obtainable **from Greater Giyani Municipality offices** as from 05 August 2021 **between 7h00 and 16h00** upon payment of non-refundable cash of **R1279.70** per set. Cash payment to Greater Giyani Municipality will be accepted. Bidders will be disqualified for failure to attend a compulsory briefing session.

All bids will remain valid a period of **90** days after the time and date of opening. Late submissions, telegraphic, telefax or email transmission bids will not be accepted. Greater Giyani Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the bid as a whole or in part. A compulsory clarification meeting with representatives of the employer will take place at Tourism Information Centre on the **10th August 2021** starting at **13:00 pm**.

All bids and supporting documents must be sealed in an envelope/cover clearly marked **“G/G/M/6104/009/2021: APPOINTMENT OF A CIVIL ENGINEERING SERVICES PROVIDER (CONTRACTOR) FOR THE CONSTRUCTION OF NDHAMBHI TAXI RANK”** and must be deposited in the bids box at the Greater Giyani Municipality foyer, not later than **12h00** on **25th August 2021**.

M M CHAUKE

MUNICIPAL MANAGER



GREATER GIYANI MUNICIPALITY

CONTRACT No. G/G/M/6104/009/2021 FOR NDHAMBHI TAXI RANK

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294:2004.

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 of inconsistency between it and the Standard Conditions of Tender.

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

Subclause	Data
F.1.1	The employer is the GREATER GIYANI MUNICIPALITY .
F.1.2	<p>The Project Document issued by the employer consists of the following:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures:</p> <p style="padding-left: 40px;">T1.1 Tender notice and invitation to tender</p> <p style="padding-left: 40px;">T1.2 Tender Data</p> <p>Part T2: Returnable documents</p> <p style="padding-left: 40px;">T2.1 Returnable Schedules required for Tender Evaluation</p> <p style="padding-left: 40px;">T2.2 Other Documents required for Tender Evaluation</p> <p style="padding-left: 40px;">T2.3 Returnable Schedules that will be incorporated into the Contract</p> <p style="padding-left: 40px;">T2.4 Other Schedules and Documents that will be Incorporated into the Contract</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p> <p style="padding-left: 40px;">C1.1 Form of Offer and Acceptance</p> <p style="padding-left: 40px;">C1.2 Agreement in Terms of the Occupational Health & Safety Act</p> <p style="padding-left: 40px;">C1.3 Guarantee</p> <p style="padding-left: 40px;">C1.4 Form Agreement in terms of the Mine Health and Safety Act</p> <p style="padding-left: 40px;">C1.5 Appointment in terms of Section 3(1) of the Mine Health and Safety Act</p> <p style="padding-left: 40px;">C1.6 Abstracts of the Mine Health and Safety Act No 29</p> <p style="padding-left: 40px;">C1.7 Contract Data</p>

Subclause	Data
	<p>Part C2: Pricing data</p> <p style="padding-left: 40px;">C2.1 Pricing instructions</p> <p style="padding-left: 40px;">C2.2 Bills of quantities</p> <p style="padding-left: 40px;">C2.3 Summary of Bills of Quantities</p> <p style="padding-left: 40px;">C2.4 Calculation of Tender Sum</p> <p>Part C3: Scope of work</p> <p style="padding-left: 40px;">C3.1 Description of Works</p> <p style="padding-left: 40px;">C3.2 Engineering</p> <p style="padding-left: 40px;">C3.3 Procurement</p> <p style="padding-left: 40px;">C3.4 Construction</p> <p style="padding-left: 40px;">C4.5 Management</p> <p>Part C4: Site information</p> <p style="padding-left: 40px;">C4.1 Site Information</p> <p style="padding-left: 40px;">C4.2 Locality Plan</p> <p>Part C5: Annexures</p> <p style="padding-left: 40px;">C5.1 Proforma Documents</p> <p style="padding-left: 40px;">C5.2 Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)</p> <p style="padding-left: 40px;">C5.3 Contract Drawings</p>
F.1.4	<p>The employer's agent is:</p> <p>Name: MTEMA MASHAO CONSULTING ENGINEERS (PTY) LTD</p> <p>Address: 15 Plantina Street, Tzaneen, 0850</p> <p>Tel: (015) 307 7701 Fax: (015) 307 7359</p> <p>e-mail: tznooffice@mtemamashao.co.za</p>
F.2.1	<p>Only those tenderers who are registered with the CIDB, or can provide proof of having applied for registration, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3CEPE or higher class of construction work, or by a contractor who is registered as a potentially emerging enterprise in terms of these Regulations at a contractor grading designation, one level lower than the contractor's registered grading designation, provided that the client</p> <p>(a) is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and</p> <p>(b) ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract</p> <p>are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB or can provide proof of having registered; 2. the lead partner has a contractor grading designation in the 3CEPE or

Subclause	Data
	<p>higher class of construction work; and</p> <p>The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3CEPE or higher class of construction work are eligible to submit tenders</p>
F.2.7	<p>The arrangements for a compulsory clarification meeting are:</p> <p>Location: Giyani Tourism Information Centre Date: 10 August 2021 Starting at Time: 13H00</p> <p>Name: Mr Mahani NT (Technical) Tel.: (015) 811 5500</p> <p>Name: Ms Maluleke R (Bidding Procedures Queries) Tel.: (015) 811 5563</p>
F.2.12	<p>If tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contractor for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
F.2.13.5	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of Tender Box: In the entrance foyer Greater Giyani Civic Centre, Nkhensani main road opposite to Nkhensani Hospital, Giyani</p> <p>Identification Details: "TENDER NO G/G/M/6104/009/2021: NDHAMBHI TAXI RANK"</p>

Subclause	Data
F.2.13. & F.3.5	A two-envelope procedure will not be followed.
F.2.15	Closing time for submission of tender offers is: 12H00 on the 25 August 2021
F.2.15	Telephonic, telegraphic, telex, facsimile, e-mailed or postal tender offers will not be accepted.
F.2.1.5	The tender offer validity period is 90 days .
F.2.1.7	The tendered lump sums and rates shall be final and binding irrespective of the total tender price (See C2.1.11).
F.2.23	The tenderer is required to submit with his tenders an original Tax Clearance Certificate from the South African Revenue Services (“SARS”) certifying that the tenderer’s taxes are in order or that suitable arrangements have been made with SARS.
F.3.4	The time and location for opening of tender offers: Time: 25 August 2021 @ 12H00 Location: Greater Giyani BA59 Civic Centre, opposite the Old Nkhensani Hospital, Giyani, 0826.
F.3.11	<p>The procedure for evaluation of responsive tenders is the 80/20 preference point system as contained in the procurement policy clause C3.3.</p> <p>The financial offer will be scored using the following:</p> $Ps = W_1 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$ <p>Where</p> <p>Ps = Points scored for functionality and price of the bid/proposal</p> <p>W₁ = (1) 80 where the financial value inclusive of VAT of all responsive tenders received have a value up to 50 million</p> <p>P_t = Rand value of tender under consideration</p> <p>P_{min} = Rand value of the lowest acceptable tender</p> <p>Up to 100 minus W1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p>
F3.13.1	Tender offers will only be accepted on condition that: <ul style="list-style-type: none"> a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; b) the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities

Subclause	Data
	<p>Act of 2004 as a person prohibited from doing business with the public sector; and</p> <p>c) the tenderer has not over the last five years failed to satisfactorily perform a contract for the employer and has been issued with a written notice to this effect.</p>
F.3.18	The number of paper copies of signed contract to be provided by the Engineer is the original contract plus three (3) signed copies.
	<p>Labour Content:</p> <p>The minimum Labour content for this project shall be 10%.</p> <p>Labour requirements: 40% should be woman, and 30% youth.</p>
Sub-clause	DATA

Subclause	Data
F.3.11	<p>Responsive tenders will be evaluated according to the Preferential Procurement Regulations, 2017 as published in Government Gazette 40553 dated 20 January 2017.</p> <p style="text-align: center;">SUPPLY CHAIN MANAGEMENT</p> <p style="text-align: center;">EVALUATION PROCESS AND CRITERIA</p> <p>The following evaluation process and criteria will be used to evaluate all bids submitted:</p>
	<p>1. Administrative Compliance – Phase One</p>
	<p>1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.</p> <p>1.2 Critical Criteria:</p> <p>The following critical criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation:</p> <ul style="list-style-type: none"> • The Bidders must attach the Central Supplier Database (CSD) detailed report. • Bidders must attach copy of Company registration / CK Registration Certificate. • Valid tax clearance certificate from SARS coupled with a pin number. • Valid BBBEE status level certificate (original or recently certified copy). • Valid certificate from COIDA. • Recently certified ID copies of owners. • Recent proof of payment for municipal rates and taxes (from the billing municipality) which are not in arrears for more than three months in line with regulation no. 38 of Municipal Supply Chain Management Regulations / recent and original proof of residence from Traditional Authority or Induna only if the business is located in a non-rateable area / valid lease agreement accompanied by recent proof of payment for municipal rates and taxes of the lessor. • Schedule of relevant / similar projects indicating bidder's experience of completed projects and those still in progress. Please submit copies of completion certificates and appointment letters, recently certified. • The bidders must complete the bill of quantities (BOQ) in black ink.

Subclause	Data				
	<p>Please note that cancellations/alterations in the BOQ must be signed off.</p> <ul style="list-style-type: none"> • The bidders must submit the audited Annual Financial Statements for the previous three consecutive financial years, properly signed. • Joint venture agreements(s) only in the case of two or more companies doing business together. • The bid document must be properly completed in black ink and every page initialled. • All relevant supporting documents in terms of the Preferential Procurement Regulations of 2017 as well as CIDB documentations must form part of the bid document. • Company Profile • Proof of Bank rating <p>NB: Certification on the documents should not be older than three months. Copies of certified documents are prohibited. Bidders will be disqualified for failure to submit any of the returnable documents listed above (with the exception of BBBEE status level certificate where points will be forfeited).</p>				
	<p>2. Functionality – Phase Two</p>				
	<p>The bidders who complied administratively are considered for further evaluation on ability to execute the project.</p> <p>The assessment of functionality will be done in terms of the evaluation criteria and minimum threshold as specified. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation.</p> <p>FUNCTIONALITY</p> <p>Total Functionality Scores = 100 points</p> <p>Minimum score for functionality is 60% of the maximum points for functionality and a bidder who scores below this minimum shall rendered none responsive and will not be considered for further evaluation in terms of price and contract participation goals.</p> <p>Scoring of Functionality:</p> <p>Functionality will be evaluated through the following:-</p> <table style="margin-left: 40px;"> <tr> <td>1. Company/ Entity’s Experience</td> <td style="text-align: right;">30</td> </tr> <tr> <td>2. Audited Financial Statement (Three consecutive Financial Years)</td> <td style="text-align: right;">10</td> </tr> </table>	1. Company/ Entity’s Experience	30	2. Audited Financial Statement (Three consecutive Financial Years)	10
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2. Audited Financial Statement (Three consecutive Financial Years)	10				

Subclause	Data	
	3. Project Implementation Approach	20
	4. Personnel's Experience	20
	5. Bank Ratings	10
	6. Plant & Equipment	10
	TOTAL	100
	<p>A minimum of 60% score on functionality will be required for a tender to be considered responsive.</p>	
	CRITERIA	WEIGHT

Subclause	Data																						
	<p>Company/Entity's experience in Similar Work</p> <p><i>Similar: means constructions of Civil Engineering Projects</i></p>	<p>30</p>	<p>Five best relevant Projects successfully executed by the Contractor in the last Five years will be evaluated using the tables below.</p> <table border="1" data-bbox="858 421 1380 824"> <thead> <tr> <th>Project Size</th> <th>% of Point Per Project</th> </tr> </thead> <tbody> <tr> <td>R30m and above</td> <td>100%</td> </tr> <tr> <td>R 20m – R 30m</td> <td>75%</td> </tr> <tr> <td>R 10m – R 20m</td> <td>50%</td> </tr> <tr> <td>R 0.2m – R 10m</td> <td>25%</td> </tr> </tbody> </table> <p>The table below highlights the number of points scored with respect to the percentage obtained from the above table.</p> <table border="1" data-bbox="858 1070 1380 1473"> <thead> <tr> <th>Completed Project</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10</td> </tr> <tr> <td>2</td> <td>10</td> </tr> <tr> <td>3</td> <td>10</td> </tr> <tr> <td>Total</td> <td>30</td> </tr> </tbody> </table>	Project Size	% of Point Per Project	R30m and above	100%	R 20m – R 30m	75%	R 10m – R 20m	50%	R 0.2m – R 10m	25%	Completed Project	Points	1	10	2	10	3	10	Total	30
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Subclause	Data												
	Project implementation approach	20	<p>The table below highlights the points allocation for the programme of works, company organogram for the project and the cash flow projections.</p> <p>1= Poor, 2= Fair/average, 3= Good, 4= Very Good, 5= Excellent</p> <table border="1" data-bbox="858 656 1380 1104"> <thead> <tr> <th data-bbox="858 656 1204 808">Project implementation approach</th> <th data-bbox="1204 656 1380 808">Score</th> </tr> </thead> <tbody> <tr> <td data-bbox="858 808 1204 882">Programme of works</td> <td data-bbox="1204 808 1380 882">10 points</td> </tr> <tr> <td data-bbox="858 882 1204 956">Company Organogram</td> <td data-bbox="1204 882 1380 956">5 points</td> </tr> <tr> <td data-bbox="858 956 1204 1030">Cash flow projections</td> <td data-bbox="1204 956 1380 1030">5 points</td> </tr> <tr> <td data-bbox="858 1030 1204 1104">Total</td> <td data-bbox="1204 1030 1380 1104">20 points</td> </tr> </tbody> </table>	Project implementation approach	Score	Programme of works	10 points	Company Organogram	5 points	Cash flow projections	5 points	Total	20 points
Project implementation approach	Score												
Programme of works	10 points												
Company Organogram	5 points												
Cash flow projections	5 points												
Total	20 points												
			<p><i>Similar: means constructions of Civil Engineering Projects</i></p>										
	Experience and qualification of site staff (curriculum vitae and certified copies of qualifying certificates must be attached as proof): Contracts Manager	8	<p>0 = No formal qualification</p> <p>1 = N6 certificate in Civil Engineering or Quantity Surveying or equivalent and at least 5 years' experience in contracts management</p> <p>2 = Diploma in Civil Engineering or Quantity Surveying or equivalent and 1-4 years' experience contracts management</p> <p>4 = At least Diploma in Civil Engineering or Quantity Surveying or equivalent and at least 5 years' experience contracts management</p> <p>6 = At least Degree in Civil Engineering or Quantity Surveying or equivalent and</p>										

Subclause	Data		
			<p>at 1 - 4 years' experience contracts management</p> <p>8 = At least Degree in Civil Engineering or Quantity Surveying or equivalent and at least years' experience contracts management</p>
	<p>Experience and qualification of site staff (curriculum vitae and certified copies of qualifying certificates must be attached as proof): Site Agent</p> <p><i>Relevant Experience: means experience in Civil Engineering Site Supervision</i></p>	6	<p>0 = No formal qualification</p> <p>1 = At least 10 years' relevant experience but no formal qualification or less than N6 certificate in Civil Engineering/Quantity Surveying.</p> <p>2 = N6 certificate in Civil Engineering or Quantity Surveying and 1-4 years relevant experience</p> <p>3 = N6 certificate in Civil Engineering or Quantity Surveying or equivalent and at least 5 years relevant experience</p> <p>4 = Diploma in Civil Engineering or Quantity Surveying or equivalent and 1-4 years relevant experience</p> <p>5 = At least Diploma in Civil Engineering or Quantity Surveying or equivalent and at least 5 years relevant experience</p> <p>6 = At least Degree in Civil Engineering or Quantity Surveying or equivalent and 1-4 years relevant experience</p>
	<p>Experience and qualification of site staff (curriculum vitae and certified copies of qualifying certificates must be attached as proof):: General Foreman</p> <p><i>Relevant Experience: means experience as General Foremen in Civil Engineering</i></p>	4	<p>0 = No formal qualification and 0-1 year relevant experience in</p> <p>1 = No formal qualification and 2-4 years relevant experience</p> <p>2 = No formal qualification and above 5 years relevant experience or Metric/N3 and at least 1 year experience</p> <p>3 = Metric/N3 qualification and 1-4 years relevant experience</p> <p>4 = Metric/N3 qualification and 5-10</p>

Subclause	Data															
	<i>Projects</i>		years relevant experience 5 = At least Metric/N3 qualification and at least 10 years relevant experience													
	Experience and qualification of site staff (curriculum vitae and certified copies of qualifying certificates must be attached as proof):: Health and Safety Officer	2	0 = No formal qualification 1 = Certificate in Health & Safety or Environmental Science or equivalent and 1-3 years' experience as health and safety officer 2 = Certificate in Health & Safety or Environmental Science or equivalent and over 3 years' experience as health and safety officer													
	Bank Rating	10	<table border="1" data-bbox="858 1003 1380 1518"> <thead> <tr> <th>Bank Ratings</th> <th>Scores</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>10 Points</td> </tr> <tr> <td>B</td> <td>8 Points</td> </tr> <tr> <td>C</td> <td>6 Points</td> </tr> <tr> <td>D</td> <td>4 Points</td> </tr> <tr> <td>E</td> <td>2 Points</td> </tr> <tr> <td>F and Below</td> <td>0 Points</td> </tr> </tbody> </table>	Bank Ratings	Scores	A	10 Points	B	8 Points	C	6 Points	D	4 Points	E	2 Points	F and Below
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Subclause	Data																													
	Plant and Equipment	10	<table border="1"> <thead> <tr> <th colspan="3" data-bbox="855 241 1382 320">List of Minimum Required Plant and Equipment</th> </tr> <tr> <th data-bbox="855 320 1007 398">Quantity</th> <th data-bbox="1007 320 1259 398">Description</th> <th data-bbox="1259 320 1382 398">Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="855 398 1007 510">2</td> <td data-bbox="1007 398 1259 510">Excavator (\pm 20 ton)</td> <td data-bbox="1259 398 1382 510">2</td> </tr> <tr> <td data-bbox="855 510 1007 589">1</td> <td data-bbox="1007 510 1259 589">Grader</td> <td data-bbox="1259 510 1382 589">2</td> </tr> <tr> <td data-bbox="855 589 1007 701">4</td> <td data-bbox="1007 589 1259 701">10m³ Tipper Trucks</td> <td data-bbox="1259 589 1382 701">2</td> </tr> <tr> <td data-bbox="855 701 1007 779">1</td> <td data-bbox="1007 701 1259 779">Vibrating Roller</td> <td data-bbox="1259 701 1382 779">1</td> </tr> <tr> <td data-bbox="855 779 1007 857">1</td> <td data-bbox="1007 779 1259 857">TLB (Backhoe)</td> <td data-bbox="1259 779 1382 857">1</td> </tr> <tr> <td data-bbox="855 857 1007 936">1</td> <td data-bbox="1007 857 1259 936">LDV</td> <td data-bbox="1259 857 1382 936">1</td> </tr> <tr> <td data-bbox="855 936 1007 1081">2</td> <td data-bbox="1007 936 1259 1081">Water Tankers (8000 - 16000 litres)</td> <td data-bbox="1259 936 1382 1081">1</td> </tr> </tbody> </table> <p data-bbox="855 1149 1382 1305"><i>NB: Adequate demonstration of ownership of plant or commitment from supplier will be a prerequisite to scoring of points.</i></p>	List of Minimum Required Plant and Equipment			Quantity	Description	Points	2	Excavator (\pm 20 ton)	2	1	Grader	2	4	10m ³ Tipper Trucks	2	1	Vibrating Roller	1	1	TLB (Backhoe)	1	1	LDV	1	2	Water Tankers (8000 - 16000 litres)	1
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	Total		100																											
<p data-bbox="424 1435 675 1462">A. Financial status</p> <p data-bbox="373 1480 1417 1570">Ability of the tenderer to finance working capital requirements before the first claim is paid by the Client. Score will be based on the Bank Rating of the tenderer which will be obtained from the tenderer's banker using details as provided on Form T2.2 B.</p> <p data-bbox="373 1637 1417 1704">FOR BEE EVALUATION: Kindly complete and sign the MBD.6.1 and attach CERTIFIED ID copies of the shareholders / directors of the company.</p> <p data-bbox="373 1816 1417 1883">Bidders should note that although the above are the main criteria, the Client may consider other factors when evaluating BIDs.</p> <p data-bbox="373 1928 1417 2063">Final Proposal will be evaluated on the basis of the PPPFA 80/20 point system as presented in the Preferential Procurement Regulations 2017, for this purpose MBD 6.1 forms should be scrutinized, completed and submitted together with your quotation.</p>																														

Subclause	Data																												
	<p data-bbox="379 360 927 394">The 80/20-point system will be as follows:</p> <table border="1" data-bbox="373 414 1415 1395"> <thead> <tr> <th data-bbox="373 414 903 483">Price Assessment</th> <th data-bbox="903 414 1415 483">80 Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="373 483 903 553">TOTAL</td> <td data-bbox="903 483 1415 553">80</td> </tr> <tr> <td colspan="2" data-bbox="373 553 1415 622"></td> </tr> <tr> <th data-bbox="373 622 903 692">Preferential Elements</th> <th data-bbox="903 622 1415 692">20 Points</th> </tr> <tr> <th data-bbox="373 692 903 761">B-BBEE Status Level of Contributor</th> <th data-bbox="903 692 1415 761">Number of Points (80/20 system)</th> </tr> <tr> <td data-bbox="373 761 903 831">1</td> <td data-bbox="903 761 1415 831">20</td> </tr> <tr> <td data-bbox="373 831 903 900">2</td> <td data-bbox="903 831 1415 900">18</td> </tr> <tr> <td data-bbox="373 900 903 969">3</td> <td data-bbox="903 900 1415 969">14</td> </tr> <tr> <td data-bbox="373 969 903 1039">4</td> <td data-bbox="903 969 1415 1039">12</td> </tr> <tr> <td data-bbox="373 1039 903 1108">5</td> <td data-bbox="903 1039 1415 1108">8</td> </tr> <tr> <td data-bbox="373 1108 903 1178">6</td> <td data-bbox="903 1108 1415 1178">6</td> </tr> <tr> <td data-bbox="373 1178 903 1247">7</td> <td data-bbox="903 1178 1415 1247">4</td> </tr> <tr> <td data-bbox="373 1247 903 1317">8</td> <td data-bbox="903 1247 1415 1317">2</td> </tr> <tr> <td data-bbox="373 1317 903 1395">Non-compliant contributor</td> <td data-bbox="903 1317 1415 1395">0</td> </tr> </tbody> </table> <p data-bbox="373 1415 1422 1581">Certified copy of BBEE certificate, and 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.</p> <ul data-bbox="421 1585 1422 2107" style="list-style-type: none"> <li data-bbox="421 1585 1422 1738">• Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims. <li data-bbox="421 1765 1422 1944">• Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for BBEE but should not be disqualified from the bidding process. They will score points out of 80 for price only and zero (0) points out of 20 for BBEE. <li data-bbox="421 1995 1422 2107">• A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid. 	Price Assessment	80 Points	TOTAL	80			Preferential Elements	20 Points	B-BBEE Status Level of Contributor	Number of Points (80/20 system)	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-compliant contributor	0
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Subclause	Data
	<ul style="list-style-type: none"> • Public entities and tertiary institutions must also submit B-BBEE Status Level • <p>Verification Certificates together with their bids.</p> <ul style="list-style-type: none"> • If an institution is already in possession of a valid and original or certified copy of a bidder's B-BBEE Status Level Verification Certificate that was obtained for the purpose of establishing the database of possible suppliers for price quotations or that was submitted together with another bid, it is not necessary to obtain a new B-BBEE Status Level Verification Certificate each time a bid is submitted from the specific bidder. Such a certificate may be used to substantiate B-BBEE rating claims provided that the closing date of the bid falls within the expiry date of the certificate that is in the institution's possession. Each time this provision is applied, cross-reference must be made to the B-BBEE Status Level Verification Certificate already in possession for audit purposes. <p>NOTE: In order for the Tenderer to claim points for Experience under Functionality, the Tenderer must also attach the following proof for each of the completed projects to Form T2.1E:</p> <ul style="list-style-type: none"> • Recently certified copy of Appointment Letter, and • Recently certified copy of Completion Certificate. <p>A bid shall not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution nor is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of 20 points for B-BBEE.</p> <p>The points scored for price shall be added to the points scored for B-BBEE status level of contribution to obtain the bidder's total points scored out of 100.</p> <p>Award of contract to bids not scoring the highest number of points</p> <p>(a) A contract must be awarded to the bidder who scored the highest total number of points in terms of the 80/20 preference point system.</p> <p>(b) In exceptional circumstances a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. The reasons for such a decision must be approved and recorded for audit purposes and must be defensible in a court of law.</p> <p>Evaluation of bids that scored equal points</p> <p>(a) In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for B-BBEE.</p> <p>(b) If two or more bids have equal points, including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.</p> <p>(c) In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots.</p>

Subclause	Data
	<p>Tender offers will only be accepted on condition that:</p> <ul style="list-style-type: none"> a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; b) the tenderer or any of its directors is not listed in 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; and c) the tenderer has not over the last five years failed to satisfactorily perform a contract for the employer and has been issued with a written notice to this effect.
F.3.18	The number of paper copies of the signed contract to be provided by the Engineer is the original contract plus three signed copies.
The Department Special No.1	<p>ABE's and SMME's:</p> <p>It is a requirement of this contract that participation in the contract must be granted to local ABE and SMME companies.</p> <p>Note: The SMMEs and ABEs shall be from the LOCAL COMMUNITY. Should no suitable SMMEs and ABEs be available from the LOCAL COMMUNITY, the following target areas shall be according to the next community levels upwards, being LOCAL MUNICIPALITY AREA, then DISTRICT MUNICIPALITY AREA and then only the LIMPOPO PROVINCE. The minimum target for local ABE and SMME participation shall be 30% of the Tender Sum. This can be achieved through either one or more local SMME companies.</p>
The Department Special No.2	<p>Local Labour Content:</p> <p>The minimum target for expenditure on wages of Local Labour for this project shall be 10% of the Tender Sum. This refers to local employment generated during the duration the project.</p>
F.3.18	<p>Eligibility requirements</p> <p>A contract will only be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff.</p>
	<p>Tender Qualification: Labour Intensive Contracts</p> <p>To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria:</p> <ul style="list-style-type: none"> (a) Having participated in and graduated with fully satisfactory results from the relevant national qualification framework training organized under EPWP (or other similar project e.g. the Gundolashu programme), and applying trained supervisory staff on a full-time basis for the execution of the works. (b) Liquid assets/or credit facilities covering the expected expenditures for

Subclause	Data
	<p>two full work months;</p> <p>(c) Proposals for timely acquisition (own, lease, hire, etc.) of the essential minimum equipment;</p> <p>(d) The contractor will carry out the works using labour-based work methods as described in the Special Conditions of Contract.</p>
F.3.19	Penalties for late completion of the project
	The penalties for delay the completion will be R9000/day of the total awarded contract value.



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

PART T2: LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

T2.1	LIST OF RETURNABLE SCHEDULES.....	T.22
T2.2	OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION	T.45
T2.3	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT.....	T.87



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBI TAXI RANK**

T2.1 LIST OF RETURNABLE SCHEDULES

T2.1 A	CERTIFICATE OF AUTHORITY	T.24
T2.1 B	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	T.27
T2.1 C	SCHEDULE OF PROPOSED SUBCONTRACTORS.....	T.28
T2.1 D	SCHEDULE OF PLANT AND EQUIPMENT.....	T.29
T2.1 E	SCHEDULE OF THE TENDERER'S EXPERIENCE	T.30
T2.1 F	RECORD OF ADDENDA TO TENDER DOCUMENTS.....	T.31
T2.1 G	DEVIATIONS OR QUALIFICATIONS BY THE TENDERER	T.32
T2.1 H	CONTRACTOR'S ESTABLISHMENT ON SITE.....	T.33
T2.1 I	CERTIFICATE OF NON-COLLUSIVE TENDER	T.34
T2.1 J	COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2003.....	T.36
T2.1 K	REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME	T.37
RDP1(E)	SCHEDULE OF LOCAL LABOUR CONTENT	T.41
RDP2(E)	BROAD BASED BLACK ECONOMIC EMPOWERMENT	T.42
	CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS.....	T.43
	AUTHORIZATION FOR DEDUCTION OF OUTSTANDING AMOUNTS.....	T.44



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**



GREATER GIYANI MUNICIPALITY

CONTRACT No. G/G/M/6104/009/2021 FOR NDHAMBHI TAXI RANK

T2.1 A CERTIFICATE OF AUTHORITY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The certificate set out below serves as an example, it is COMPULSORY for the tenderer to complete the certificate on their company's letter head of which failing to do so will render the bid non-responsive.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

****All Specimen documents to be submitted on the tenderers letterhead clearly typed fully completed without any alterations to the issued format.

****All Specimen documents to be binded on a separate annexure document without alteration to the Binding off the issued document

A. Certificate for company

I,....., chairperson of the board of directors of hereby confirm that by resolution of the board (copy attached) taken on20...., Mr/Mrs.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

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

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

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as

hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for

Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company,

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

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

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

D. Certificate for sole proprietor

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

As Witness:

1.....
Signature: Sole owner

2.....

Date

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole

******All Specimen documents to be submitted on the tenderers letterhead clearly typed fully completed without any alterations to the issued format.**

******All Specimen documents to be binded on a separate annexure document without alteration to the Binding off the issued document**



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

T2.1 B CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

.....(Tenderer)

of

.....(address)

was represented by the person(s) named below at the compulsory meeting held for all tenderers at
.....(location) on.....(date), starting at.....

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name Signature.....

Capacity.....

Name..... Signature.....

Capacity.....

Attendance of the above persons at the meeting is confirmed by the employer's representative/
engineer, namely:

Name..... Signature.....

Capacity..... Date & Time.....



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

T2.1 C SCHEDULE OF PROPOSED SUBCONTRACTORS

<p>We notify you that it is our intention to employ the following subcontractors for work in this contract.</p> <p>If we are awarded a contract we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments.</p>			
	Name and address of proposed Subcontractor	Company Registration Number & CIDB Classification	Description of Work to be executed by Subcontractor
1.			
2.			
3.			
4.			
5.			

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

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

Tenderer.....



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

T2.1 D SCHEDULE OF PLANT AND EQUIPMENT

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Please attach the letter of commitment from the supplier together with proof of ownership of plant to be leased.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required

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

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

Tenderer.....



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBI TAXI RANK**

T2.1 E SCHEDULE OF THE TENDERER’S EXPERIENCE

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

Employer, contact person and telephone number	Description of contract	Value of work Inclusive of VAT (Rand)	CIDB Classification	Date Completed

****All Specimen documents to be submitted on the tenderers letterhead clearly typed fully completed without any alterations to the issued format.

****All Specimen documents to be binded on a separate annexure document without alteration to the Binding of the issued document.

Signed..... Date

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

Tenderer.....



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

T2.1 F RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed..... Date

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

Tenderer.....



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

T2.1 H CONTRACTOR'S ESTABLISHMENT ON SITE

The combined extended total tendered for Item 13.01 for the contractor's general obligations; i.e.

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

shall not exceed a maximum of 15 % of the tender sum (excluding VAT).

Total tendered for Item B13.01 expressed as a percentage of the tender sum (excluding VAT):% (insert percentage).

SIGNED ON BEHALF OF TENDERER



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

T2.1 I CERTIFICATE OF NON-COLLUSIVE TENDER

1 IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:

I/We certify that this is a bona fide tender.

I/We also certify that I/We have not done and I/We undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract.

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any other person;
- b) communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain the insurance-premium quotations required for preparation of the tender;
- c) cause or induce any other person to communicate to me/us the amount or approximate amount of any rival tender for this contract;
- d) enter into any agreement or arrangement with any other person to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any other person to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

SIGNED ON BEHALF OF TENDERER:



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

I: CERTIFICATE OF NON-COLLUSIVE TENDER (continued)

2 IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:

We certify that this is a bona fide tender.

We also certify that we have not done and we undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract:

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any person outside this consortium;
- b) communicate to a person outside this consortium other than the person calling for these tenders, the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain insurance premium quotations required for preparation of the tender;
- c) Cause or induce any person outside this consortium to communicate to us the amount or approximate amount of any rival tender for this contract.
- d) enter into any agreement or arrangement with any person outside this consortium to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any person outside this consortium to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person outside this consortium for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not, and the term "person outside this consortium" means, when the consortium is a partnership, a person other than a partner or an employee of a partner or the partnership, or when the consortium is a company, a person other than a person or company holdings shares in the consortium, or any employee of such a person, company or the consortium.

SIGNED ON BEHALF OF TENDERER:



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

**T2.1 J COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND
CONSTRUCTION REGULATIONS, 2003**

The tenderer shall attach to the annexure document evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993).

The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 months preceding the date of this tender. (**Where applicable**)

SIGNED ON BEHALF OF THE TENDERER:

Note to tenderer:

Discovery that the tenderer has failed to make proper disclosure may result in Greater Giyani Municipality terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer’s misrepresentation.



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

**T2.1 K REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND
DEVELOPMENT PROGRAMME**

K1 General

The employer requires the active participation of the contractor in this aspect of the contract.

Forms RDP 1 (E) to RDP 4 (E) applies to this section and must be completed and submitted with the tender.

The tenderer's submissions under this item will be taken into consideration when evaluating tenders received.

K2 Definitions

K2.1 Contract Participation Goal (CPG)

The value of goods, services and works, including VAT, for which the contractor proposes to engage labour and SMMEs.

K2.2 Labour Maximisation

It is a requirement of this contract that participation in the contract must be granted to labour in order to maximize job creation as well as to maximize expenditure towards the unemployed.

The specified target value for labour expenditure is **10%** of the contract value. At least 60% of this labour content shall be from the LOCAL COMMUNITY where Local Community means those in the immediate vicinity of the project. The contractor's own skilled personnel will not be counted towards the said 60%. Labour is defined as hourly paid personnel including the CLO.

It is a requirement that the Contractor plan for achieving these targets and that a planned programme for achieving each of the targets is submitted at the start of the project together with the clause 12 programme of construction.



GREATER GIYANI MUNICIPALITY

CONTRACT No. G/G/M/6104/009/2021 FOR NDHAMBHI TAXI RANK

Penalties: The penalties for not reaching the required labour target values will be calculated at **100%** of the difference between the set target values and the actual target values achieved by the contractor at completion of the works. Penalties will be applied monthly, when the actual figures are less than **75%** of the planned accumulative monthly figures. **Greater Giyani Municipality reserves the right to terminate the contract as soon as the actual figures are less than 50% of the planned programme.** No bonuses for achieving the set target values are applicable. In the event that penalties are reversed, no interest will be claimable on the value of the penalty.

K2.3 Broad-Based Black Economic Empowerment (B-BBEE)

As assigned in the Codes of Good Practice, B-BBEE means the economic empowerment of all Black People through diverse but integrated socio-economic strategies that include, but not limited to:

- increasing the number of Black People that manage, own and control enterprises and productive assets;
- facilitating ownership and management of enterprises and productive assets by communities, workers, co-operatives and other collective enterprises;
- human resources and skills development;
- achieving equitable representation in all occupational categories and levels in the workforce;
- preferential procurement; and
- investment in enterprises that are owned or managed by Black People.

As part of this tender, preference will be given to B-BBEE Level Contributor.

The B-BBEE Level Contributor, meaning the B-BBEE Status received by a measured entity based on its overall performance using the generic scorecard contained in the Codes of Good Practice, will be used during tender evaluation to allocate points to the tenderer. A maximum of 10 points (90/100 evaluation) or a maximum of 20 points (80/200 evaluation) may be awarded to a bidder for attaining their B-BBEE status level contemplated in the Codes of Good Practice.

The Act governing the B-BBEE is the Broad-Based Black Economic Empowerment Act, No. 53 Of 2003



GREATER GIYANI MUNICIPALITY

CONTRACT No. G/G/M/6104/009/2021 FOR NDHAMBHI TAXI RANK

K2.4 Target values

The values of the targets (including VAT) are expressed as follows:

- At Tender stage: As a percentage of the Tender Sum (i.e. excluding Contingencies, CPA and Rise and Fall, but inclusive of VAT) as proposed by the tenderer in his tender
- After Award: As a percentage of the certified work done (i.e. excluding savings, but inclusive of variation orders and VAT)

The monetary total of these values shall be the CPG.

In this project the minimum target values (as percentage of contract value) shall be as follows:

Labour Maximisation (wages) : 10%

The tender of a tenderer whose proposed target values are below the minimum set by the employer may be disqualified.

K3 Preferential Procurement Point System Policy

The Greater Giyani Municipality Supply Chain Management Policy is included under section C3.3 Procurement.

K4 Contract Participation Performance (CPP)

K4.1 The Contractor's Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the Contract Participation Goal (CPG) he proposed in his tender. Failure to reach the CPG will make the Contractor liable for penalties as described above.

K4.2 Monitoring of CPG

Regular returns will be required from the contractor, to be submitted with each payment certificate. The format should be confirmed with the Social Division of Greater Giyani Municipality at the time of site handover.



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

K5 Training

Provision is made in the SCHEDULE OF QUANTITIES for structured training to be provided by the contractor.

SIGNED ON BEHALF OF THE TENDERER:



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

RDP1(E) SCHEDULE OF LOCAL LABOUR CONTENT

The Tenderer must complete the table below to reflect the labour force anticipated to be employed on this contract, including labour employed by sub-contractors.

The specified target value is **10%**.

Note: At least 60% of this labour content shall be from the LOCAL COMMUNITY where Local Community means those in the immediate vicinity of the project. The contractor's own skilled personnel will not be counted towards the said 60%.

Type of Labour	Man-hours	Minimum Wage Rate per Unit	Total Wage Cost (Excl VAT)
Permanent Labour			
Temporary Labour			
SMME/HDI's Labour			
TOTAL			
PERCENTAGE			

Notes to Tenderer:

- (1) Labour is defined as hourly paid personnel including the CLO.
- (2) The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section K2.2 above.

SIGNED ON BEHALF OF THE TENDERER:



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

RDP2(E) BROAD BASED BLACK ECONOMIC EMPOWERMENT

The tenderer shall furnish Greater Giyani Municipality with the necessary information to enable them to evaluate the submission for B-BBEE Level Contribution.

It is a requirement to attach a Broad Based Black Empowerment Verification Certificate (issued by a service provider accredited to SANAS) to the annexure document, indicating amongst others the following information:

- Company name
- Company Registration Number
- VAT Number
- Issue Date
- Expiry Date
- Level Contributor
- Name of Accredited Service Provider

NOTE: If the Service Provider is not accredited with SANAS, no points will be given for BBEE level Contributor

SIGNED ON BEHALF OF THE TENDERER



GREATER GIYANI MUNICIPALITY

CONTRACT No. G/G/M/6104/009/2021

FOR

NDHAMBI TAXI RANK

CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS

TO: MUNICIPAL MANAGER, GREATER GIYANI LOCAL MUNICIPALITY

FROM: _____ (Name of Bidder)

FURTHER DETAILS OF BIDDER(S); DIRECTORS/SHAREHOLDERS/PARTNERS, ETC.

Directors/share holders/Partner	Physical address of the Business	Municipal Account No.	Physical residential address of the Director/ Shareholder/ Partner	Municipal Account No.

NB: Please attach certified copy (ies) of ID document(s) and proof of payment not older than 3 months

Signatory

Date

Witnesses

1. _____
Full Names

Signature

Date

2. _____
Full Names

Signature

Date



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMB I TAXI RANK**

AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

TO: MUNICIPAL MANAGER, GREATER GIYANI MUNICIPALITY

FROM: _____(Name of the Bidder or Consortium)

I, _____ the undersigned, hereby authorise the Greater Giyani Municipality to deduct the full amount outstanding by the business organisation/Director/Shareholder/Partner, etc. from any payment due by us/me.

Signed at _____ Date _____ Month _____ 20_____

Print Name: _____

Signature: _____

Thus done and signed for and on behalf of the bidder/Contractor

Signatory

Date

Witnesses

1. _____

Full Names

Signature

Date

2. _____

Full Names

Signature

Date



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

T2.2 A	FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES	T.45
T2.2 B	CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION.....	T.46
T2.2 D	MBD FORMS (2 - 9).....	T.47



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

T.2.2 A FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES

1. FINANCIAL STATEMENTS

I/We agree, if required, to furnish a copy of the latest audited set of financial statement together with my/our Director's and Auditor's report for consideration by the Greater Giyani Municipality.

2. DETAILS OF CONTRACTOR'S BANK ACCOUNT

I/We furnish the following information:

- a) Account Holder Name:.....
- b) Name of Bank:
- c) Branch of Bank
- d) Town/city/suburb where bank is situated.....
- e) Contact Person at the Bank:
- f) Telephone number of Bank: Code: Number:
- g) Account Number:
- h) Bank rating (include confirmation from bank or financial institution):

I/We hereby authorise the Employer to approach the above Bank for a reference.

BANK STAMP

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

DATE:



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

T2.2 B CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION

The tenderer is to affix to the annexure documents either:

- Written proof of his registration with the CIDB with the relevant grade as indicated/specified in the tender document

Or

- Written proof of his application to the CIDB for registration as a contractor in the category listed above.

Note:

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



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

T2.2 A DECLARATION OF GOOD STANDING REGARDING TAX

MBD 2

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT -

- 1. THE TAXES OF THE SUCCESSFUL BIDDER MUST BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH THE RECEIVER OF REVENUE TO MEET HIS / HER TAX OBLIGATIONS.**

- 2. THE ATTACHED FORM “APPLICATION FOR TAX CLEARANCE CERTIFICATE (IN RESPECT OF BIDDERS)”, MUST BE COMPLETED IN ALL RESPECTS AND SUBMITTED TO THE RECEIVER OF REVENUE WHERE THE BIDDER IS REGISTERED FOR TAX PURPOSES. THE RECEIVER OF REVENUE WILL THEN FURNISH THE BIDDER WITH A TAX CLEARANCE CERTIFICATE THAT WILL BE VALID FOR A PERIOD OF TWELVE (12) MONTHS FROM DATE OF ISSUE. THIS TAX CLEARANCE CERTIFICATE MUST BE SUBMITTED IN THE ORIGINAL TOGETHER WITH THE BID. FAILURE TO SUBMIT THE ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE MAY INVALIDATE THE BID.**

- 3. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED EACH PARTY MUST SUBMIT A SEPARATE TAX CLEARANCE CERTIFICATE. COPIES OF THE APPLICATION FOR TAX CLEARANCE CERTIFICATES ARE AVAILABLE AT ANY RECEIVER’S OFFICE.**



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

Name:

Telephone number: Code:..... Number:

Address:
.....
.....

DATE: 20____ / ____ / ____

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

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

(TENDERER TO SUBMIT AN ORIGINAL, COMPLETED FORM FROM SARS NOT OLDER THAN 4 MONTHS)



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

MBD 4 DECLARATION OF INTEREST

MBD 4

- 1. No bid will be accepted from persons in the service of the state .
- 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 and/or take an oath declaring his/her interest.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.

.....
.....

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

3.7.1 If so, furnish particulars.

.....

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBI TAXI RANK**

- (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.

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

3.8.1 If so, furnish particulars.
.....
.....

3.9 Are you, aware of any relationship (family, friend, other)
between a 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**

3.9.1 If so, furnish particulars
.....
.....

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

3.10.1 If so, furnish particulars.
.....
.....

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

3.11.1 If so, furnish particulars.
.....
.....



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBI TAXI RANK**

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

Are you by law required to prepare annual financial statements for auditing?

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. **YES/NO**

.....
.....

2 Do you have any outstanding undisputed commitments for municipal services towards a municipality 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 a municipality 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, furnish 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, furnish particulars

.....
.....



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

CERTIFICATION

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

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS
CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.**

.....

Signature

Date

.....

.....

Position

Name of Bidder



GREATER GIYANI MUNICIPALITY

CONTRACT No. G/G/M/6104/009/2021 FOR NDHAMBHI TAXI RANK

SBD 5

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:

- (a) Any single contract with imported content exceeding US\$10 million, or
- (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million, or
- (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million, or
- (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.



GREATER GIYANI MUNICIPALITY

CONTRACT No. G/G/M/6104/009/2021 FOR NDHAMBI TAXI RANK

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1

(d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;
- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

Bid numberClosing date :.....

Name of bidder.....

Postal address

.....

Signature.....

Name (in print)

Date.....



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

POINTS



GREATER GIYANI MUNICIPALITY

CONTRACT No. G/G/M/6104/009/2021

FOR

NDHAMBHI TAXI RANK

1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	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.

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



GREATER GIYANI MUNICIPALITY

CONTRACT No. G/G/M/6104/009/2021 FOR NDHAMBHI TAXI RANK

discounts that can be utilized have been taken into consideration;

- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or

operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

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



GREATER GIYANI MUNICIPALITY

CONTRACT No. G/G/M/6104/009/2021 FOR NDHAMBHI TAXI RANK

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

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

80/20 **or** **90/10**

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0



GREATER GIYANI MUNICIPALITY

CONTRACT No. G/G/M/6104/009/2021

FOR

NDHAMBI TAXI RANK

- 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 BBEE status level as legal entity provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for their 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 BBEE status level if it is indicated in the documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contact.

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



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

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

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

8 SUB-CONTRACTING

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

8.1.1 If yes, indicate:

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

(ii) the name of the sub-contractor?
.....

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

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:

9.2 VAT registration number :.....

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

- One-person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

.....

9.8 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.



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

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

WITNESSES:

- 1.
- 2.

<p>SIGNATURE(S) OF BIDDER(S)</p> <p>.....</p>

DATE:

ADDRESS:.....

.....

.....

.....



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.



GREATER GIYANI MUNICIPALITY

CONTRACT No. G/G/M/6104/009/2021 FOR NDHAMBI TAXI RANK

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286:2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;

2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);



GREATER GIYANI MUNICIPALITY

CONTRACT No. G/G/M/6104/009/2021 FOR NDHAMBHI TAXI RANK

- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Description of services, works or goods

Stipulated minimum threshold



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBI TAXI RANK**

Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

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

5.1. If yes, provide the following particulars:

- (a) Full name of auditor:.....
- (b) Practice number:
- (c) Telephone and cell number:.....
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

NB

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

2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity),
the following:



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (ii) the declaration templates have been audited and certified to be correct.
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBI TAXI RANK**

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	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:		



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>(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).</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
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 IS TRUE AND CORRECT.**

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

MBD 9

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.



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M6104/009/2021
FOR
NDHAMBHI TAXI RANK**

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.

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



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBI TAXI RANK**

(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder⁶. 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.

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



GREATER GIYANI MUNICIPALITY

CONTRACT No. G/G/M/6104/009/2021 FOR NDHAMBHI TAXI RANK

NOTES TO BIDDERS

1. CRITERIA USED FOR THE ADJUDICATION OF INFRASTRUCTURE RELATED BIDS
 - 1.1 The points are allocated as follows:
 - 1.2 For projects above R1, 000, 000.00 the distribution of points is used as follows:
 - a. **Functionality – A bidder must obtain a minimum of 60% under functionality to qualify for final evaluation**

Responsive bids will be evaluated using a point system which awards on the basis set out in the table below:

TENDER EVALUATION CRITERIA FOR QUALITY	WEIGHTING
COMPANY / ENTITY'S EXPERIENCE Relevant experience in similar projects	30
PROJECT IMPLEMENTATION APPROACH Project Plan Bidders project plan with reference to proper works program, human resources schedule/ allocation and cash flow projections.	20
PERSONNEL'S EXPERIENCE Experience and qualification of Contracts Manager = 8. Experience and qualification of Site Agent = 6. Experience and qualification of General Forman = 4. Experience and qualification of OHS Officer = 2.	20
PLANT AND EQUIPMENTS Relevant plant necessary for construction	10
AUDITED FINANCIAL STATEMENT (3 consecutive Financial Years)	10
FINANCIAL STANDING Bidders' bank rating A=10 B=8 C=6 D=4 E=2 F and below= 0	10
TOTAL	100
N.B To qualify for final evaluation on this project, the bidder must obtain a minimum score of 60% on functionality.	



GREATER GIYANI MUNICIPALITY

CONTRACT No. G/G/M/6104/009/2021 FOR NDHAMBI TAXI RANK

- b. Price – 80 points
- c. Preference Points for B-BBEE- 20 Points (Refer to table above for distribution of points)

The preference points are allocated on a pro-rata basis.

- 1.3. Bidders submitting two or more offers on the same bid under different names without declaring interest shall be disqualified.
- 1.4 Bidders submitting two or more offers on the same bid, the highest offer will not be considered.
- 1.5 Bid prices that are more than the budget will not be considered
- 1.6 Proper completions and signing of all prescribed parts of the bid form is a compulsory requirement. Any bid offer that do not provide all the required information completely and in a form that is required, may be regarded as non-responsive.
- 1.7 Where the preference affidavit is not filled in, NO preference points will be given. The bidder who submits different preference points in the bid form as per allocation in the CIDB bidder profile will forfeit the points.
- 1.8 Registration in the relevant grading designation or class of works in the CIDB database or any other database of relevant regulatory authorities is a compulsory requirement.
- 1.9 All the companies/firms that have formed a joint venture or consortium must be registered with the CIDB, where applicable.
- 1.10 The Greater Giyani Municipality will consider inactive or suspended contractor status with the CIDB as non-registration and therefore any company/firm with such status will not be considered for bid evaluation. It remains the onus of the contractor to ensure that his/her an active CIDB status by the closing of the bid
- 1.11 It is a condition of this bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 1.12 Bidders must submit valid tax clearance certificates for each and every bid. Failure to do so may invalidate the bid. No contract may be awarded to a bidder who has failed to submit an original tax clearance certificate from SARS.

The points split must not be less than 60/40. In case of any points split other than the one mentioned above, the full preference points will be awarded to the bidder in the highest grade in terms of equity ownership. **(NOT APPLICABLE)**

- 1.18 This bid is subjected to the conditions and practices of the General Condition of Contract 2015 (GCC 2015) and where applicable, the special conditions of contract.
- 1.19 The bidder must ensure that the company name on the tax clearance certificate, company proof of registration, CIDB profile and bid form are printed the same. Any inconsistency will result in disqualification of the bid.
- 1.20 Only the original bid form stamped by the Greater Giyani Municipality will be accepted. All MBD Form 1 to 9 must be completed in full as they form basis for evaluation
- 1.21 The bidder shall not make any alterations or additions to the bid document, except to comply with the instructions issued. Any necessary or corrected errors made by the bidder shall require the signatories of the company or firm to initial on all such alteration. Erasure and the use of masking fluid are prohibited.
- 1.22 The Greater Giyani Municipality shall upon awarding of the bid at the rand value of R1.5 million and above, require the bidder to provide a surety, securities and/or guarantees from an accredited financial institution prior to the signing of the contract and commencement of works.
- 1.23 The bidder shall be entitled to a maximum of 21 days to secure such sureties as provided for in terms of the General Conditions of Contract for Construction Works 2015. Failure to provide with a surety, securities and/or guarantees from an accredited financial institution within the stipulated period shall, upon notification in writing by the Head of Department, nullify the award/acceptance letter of the bidder.
- 1.24 The special conditions of contract take precedent on any of the conditions of contract that are to be applied.
- 1.25 The bidder shall familiarise him/herself with the relevant conditions of contract for the awarded bid and signing of such contracts before commencement of works.
- 1.26 In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate. **The bidder may utilize the standard Joint Venture Agreement in the CIDB website**
- 1.27 It remains the responsibility of the contractor to ensure compliance to Occupational Health and Safety Act, 1993 (Act no. 85 of 1993); Best Practice Labour-Based Methods and Technologies for Employment Intensive Construction Works; Conditions of Employment for Special Public Works Programmes in terms of the Basic Conditions of Employment Act of 1997, Labour Relations Act of 1995 (Act no.66 of 1995) and all the relevant regulations pertaining to these acts.

T 2.2 F DECLARATORY AFFIDAVIT

I, the undersigned (full names), _____

Identity Number: _____

DECLARE UNDER OATH AND MAKE CONFIRMATION AS FOLLOWS:

1. That the information provided in this tender document is correct and binding on my conscience.

2. I am aware that the Greater Giyani Municipality may investigate the correctness of the information provided in the tender document.

3. That if the information submitted is found to be incorrect, the tender shall be declared invalid and Greater Giyani Municipality shall be entitled to act as it deem fit under the circumstances.

DEPONENT



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

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

T2.3 A	ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL	T.88
T2.3 B	PROJECT PROGRAMME AND METHOD STATEMENT	T.89
T2.3 C	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE	T.90
T2.3 D	RATES FOR SPECIAL MATERIALS	T.91


GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

T2.3 A ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL

Tenderer to supply an organogram for the management of the contract and include signed curricula vitae of key personnel. These curricula vitae shall provide evidence of relevant experience of the key staff in the organogram. The personnel included here shall be used on the project unless otherwise agreed to by the engineer.

Experienced Personnel for the contract.			
Item	Designation	Name of personnel	Years Experience
1**	Contracts Manager		
2**	Site Agent		
3**	General Foreman		
4	Health and Safety Officer		

**** Other qualifications within the Built Environment may be considered where appropriate.**

NOTE: The personnel listed in the table above will only be considered if their Signed Curriculum Vitae and qualifications certificates are attached.

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



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

T2.3 B PROJECT PROGRAMME AND METHOD STATEMENT

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

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

SIGNED ON BEHALF OF TENDERER:.....

Note to Tenderer

If a tenderer wishes to submit an alternative tender then this form, appropriately completed, shall be attached to the bill of quantities for the alternative proposal.


GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

T2.3 C SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tendered unit rates, in the table below. The amounts for contingencies and contract price adjustment shall not be included.

MONTH	VALUE (INCLUDING VAT)
1	R
2	R
3	R
4	R
5	R
6(FINAL)	R
TOTAL: R..... (EXCLUDING CONTINGENCIES)	

SIGNED ON BEHALF OF TENDERER:

T2.3 D RATES FOR SPECIAL MATERIALS

Only bitumen products will be dealt with as a special material in terms of subclause 46.3 of the General Conditions of Contract. All bitumen products, as indicated in the contract data must be stated in the list below.

The rates and prices for the special materials shall be furnished by the contractor, which rates and prices shall exclude VAT but shall include all other obligatory taxes and levies.

The base month is February 2014 (the month prior to the month in which the closing date of the tender falls).

SPECIAL MATERIALS	UNIT *	RATE OR PRICE FOR THE BASE MONTH

* Indicate whether the material will be delivered in bulk or in containers.

When called upon to do so, the contractor shall substantiate the above rates or prices with acceptable documentary evidence from the applicable suppliers.

SIGNED ON BEHALF OF TENDERER:.....



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

THE CONTRACT

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



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

PART C1: AGREEMENT AND CONTRACT DATA

C1.1	FORM OF OFFER AND ACCEPTANCE.....	C.3
C1.2	AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993 AND APPOINTMENT AS MINE MANAGER IN TERMS OF SECTION 3(1) (A) OF MINE HEALTH AND SAFETY ACT 29 OF 1996	C.7
C1.3	PERFORMANCE GUARANTEE	C.12
C1.4	ABSTRACTS OF THE MINE HEALTH AND SAFETY ACT NO. 29 OF 1996 AND AMENDMENT ACT NO. 72 OF 1997.....	C.18
C1.5	CONTRACT DATA	C.20



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

C1.1 FORM OF OFFER AND ACCEPTANCE

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **CONTRACT No. G/G/M/6104/009/2021: NDHAMBHI TAXI RANK**

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

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

**THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS
(CONTRACT PRICE)**

.....

Rand (in words); R (in figures)

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

Signature(s)

Name(s)

Capacity

for the tenderer
(Name and address of organization)

Name of Witness..... Signature.....

Date



GREATER GIYANI MUNICIPALITY

CONTRACT No. G/G/M/6104/009/2021 FOR NDHAMBHI TAXI RANK

Acceptance

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

The terms of the contract are contained in:

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

PART C2 Pricing data

PART C3 Scope of work

PART C4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into 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 sc

hedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one copy of the fully signed original document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five days of the

date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For the Employer:

Signature(s)

Name(s)

Capacity

For the Employer

(Name and address or organization)

Name of Witness..... Signature.....

Date

For the Contractor:

Signature(s)

Name(s)

Capacity

.....
(Name and address of organization)

Name of Witness..... Signature.....

Date

Schedule of Deviations

Notes:

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



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBI TAXI RANK**

Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract

Item	Deviation Details

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

For the Contractor:

Signature(s)

Name(s)

Capacity

.....
(Name and address of organization)

Name of Witness..... Signature.....

Date

For the Employer:

Signature(s)

Name(s)

Capacity

.....
(Name and address of organization)

Name of Witness..... Signature.....

Date



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993 AND APPOINTMENT AS MINE MANAGER IN TERMS OF SECTION 3(1)(a) OF MINE HEALTH AND SAFETY ACT 29 of 1996.

This AGREEMENT made at on this day of in the year between GREATER GIYANI MUNICIPALITY (hereinafter called “the Employer” on the one part, herein represented by in his capacity as and delegate of the Employer and (hereinafter called “the Principal Contractor”) of the other part, herein represented by in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, as stated for in **CONTRACT No. G/G/M/6104/009/2021: NDHAMBHI TAXI RANK** and has accepted a tender by the Principal Contractor for the construction, completion and maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993(Act 85 of 1993 and the Construction Regulation, July 2003):

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or engineer requiring him to commence the execution of the Works, to either:
 - a) the date of the final certificate issued in terms of clause 5.16 of the General Conditions of Contract for Construction Works 2015 as issued by the South African Institution of Civil Engineering (hereinafter referred to as “the GCC 2015”), as contained in the contract documents pertaining to this contract, or
 - b) the date of termination of the contract in terms of the GCC 2015.
3. The Principal Contractor declares himself to be conversant with the following:-
 - a) All requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as “The Act”, together with its amendments and with special reference to the following Sections of The Act.

- i. Section 8: General duties of employers to their employees.
 - ii. Section 9: General duties of employers and self-employed persons to persons other than employees
 - iii. Section 37: Acts or omissions by employees or mandatory's and
 - iv. Sub-section 37(2) relating to the purpose and meaning of this Agreement.
 - v. Construction Regulations 2003, and other safety regulations, as applicable.
 - b) The procedures and safety rules of the employer as pertaining to the Principal Contractor and to his sub-contractors.
4. The Principal Contractor is responsible for the compliance with the Act by his sub-contractors, whether or not selected and/or approved by the employer.
5. The Principal Contractor warrants that all his and his sub-contractors' employees (permanent and temporary) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. The Principal Contractor shall submit a written report to this effect at each Progress Site Meeting.
6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:
 - a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal contractor obtains such approval and delegates any duty in terms if Section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c) The Employer hereby obtains an interest in the issues of any formal enquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

Further to the abovementioned, where contracts involve quarries or borrow pits, the following shall be applicable:-

In terms of Section 3(1)(a) of the Mine Health and Safety Act of 1996, Greater Giyani Municipality shall appoint a manager for its mine/s.

You are hereby appointed as the mine manager for **CONTRACT No. G/G/M/6104/009/2021: NDHAMBI TAXI RANK**, with effect from until further notice.



GREATER GIYANI MUNICIPALITY

CONTRACT No. G/G/M/6104/009/2021 FOR NDHAMBI TAXI RANK

In terms of this appointment you are charged with the functions, duties and responsibilities imposed by the aforementioned Act and its regulations. Without derogating from the duties, functions and responsibilities imposed by this legislation, you are to:

- i) Control, manage and direct employees at the Mine (borrow pit or quarry).
- ii) Take all reasonable measures to ensure the health and safety of employees and proper discipline at the Mine.
- iii) Take all reasonable measures to ensure that the provisions of the Mine Health and Safety Act and its regulations (as may be amended from time to time) are implemented and adhered to at the Mine.
- iv) Ensure and maintain a healthy and safe mine environment for all persons
- v) Ensure an adequate supply of health and safety equipment and facilities.
- vi) Staff the Mine, with due regard to health and safety.
- vii) Provide health and safety training as far as reasonably practicable to all employees.
- viii) Initiate, prepare and implement codes of practice, relating to health and safety.
- ix) Maintain an effective risk identification and management system.
- x) Ensure the effective maintenance of hazard identification and medical monitoring records.
- xi) Prepare and or review the Health and Safety Policy for the Mine.
- xii) Ensure that an annual medical report is compiled at the Mine, and forwarded to the owner or the appointed owner representative of the Mine.
- xiii) Ensure compliance with relevant environmental legislation.
- xiv) Assist with implementation and maintenance of the Greater Giyani Municipality SHE Management Standards, the Contractor's Compliance Pack and operational procedures.
- xv) Enhance a culture of high performance in safety and health.

You are to appoint the prescribed persons to assist you in your duties and functions, and you are hereby authorised and obliged to take all reasonable measures to comply with legislative requirements. You are to ensure that an acting mine manager is appointed when you are to be absent, or on leave for a period longer than five (5) days.

Instructions and procedures are from time to time issued by the board of Greater Giyani Municipality, and it will be your responsibility to ensure the implementation and adherence to these instructions and procedures at the Mine.

You are further responsible to ensure that relevant environmental legislative requirements are complied with, including the implementation of all internal procedures and systems to ensure compliance with such legislation.

It would be the responsibility of yourself to report any shortcomings, in relation to the implementation of applicable legislation which you are unable to rectify, immediately in writing to the appointed owner representative.

In witness thereof the parties have set their signatures heron in the presence of the subscribing witnesses:

SIGNED FOR ON BEHALF OF THE EMPLOYER/SECTION 4.1 APPOINTEE

.....

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

NAME

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

DATE:

SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR/MINE MANAGER

.....

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

NAME

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

DATE:



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

Copy to: The Chief Inspector - Department of Minerals and Energy

C1.3 PERFORMANCE GUARANTEE

**THE MUNICIPAL MANAGER
Greater Giyani Municipality
Private Bag X9559
GIYANI
0826**

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:.....

Physical address:.....

“Employer” means: **GREATER GIYANI MUNICIPALITY**.....

“Contractor” means:.....

“Engineer” means: **MTEMA MASHAO CONSULTING ENGINEERS (PTY) LTD**

“Works” means: **NDHAMBHI TAXI RANK**

“Site” means:.....

“Contract” means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive of tax of R.....

Amount in words:.....

“Guaranteed Sum” means: The maximum aggregate amount of R.....

Amount in words:.....

“Expiry Date” means:.....

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.



GREATER GIYANI MUNICIPALITY

CONTRACT No. G/G/M/6104/009/2021

FOR

NDHAMBHI TAXI RANK

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or and intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 4.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 4.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 4.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
5. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
6. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
8. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

- 9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 11. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 12. The Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 13. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No.32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at.....

Date.....

Guarantor's signatory (1).....

Capacity

Guarantor's signatory (2).....

Capacity.....

Witness signatory (1).....

Witness signatory (2).....



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

**EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES
IN TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.
(To be printed on Contractors letter head)**

**APPOINTMENT IN TERMS OF SUB-ORDINATE MANAGER: REGULATION 2.6.1 IN
FORCE IN TERMS OF SCHEDULE 4 OF THE MINE HEALTH AND SAFETY ACT (ACT
NO. 29 OF 1996) AS AMENDED BY THE HEALTH SAFETY AMENDMENT ACT (ACT
NO. 72 OF 1997)**

I, in my capacity as, having been appointed in terms of **Section 3(1)** of the Act (as amended), by the Municipal Manager who is our client, 'Greater Giyani Municipality' and owner of the Mine(s) to be worked under the requirements of the above mentioned Acts hereby, in terms of **Regulation 2.6.1** of the Act as amended, appoint as Sub-Ordinate Manager of the Contractor, of address, and contact number, on

CONTRACT No. G/G/M/6104/009/2021: NDHAMBHI TAXI RANK

In accordance with the provisions of the Mine Health and Safety Act, 1996 (Act 29 of 1996), you are also appointed in terms of Section 7(2) of the Mine Health and Safety Act, 1996 to perform the following functions, assigned to the Mine Manager in terms of Section 7(1), 10(2) (b) and (c) and 11 (1) in so far as your area of responsibilities are concerned:-

1. You must identify the hazards, assess the risk and record the hazards to health and safety to which employees may be exposed while they are at work, and
2. To the extent that is reasonable, you must ensure that every employee is properly trained:
 - a. In the measures necessary to eliminate, control and minimise those risks to health and safety.
 - b. In the procedures to be followed to perform the employee's work.
3. To the extent that is reasonably practical, you must:-

Ensure that every employee becomes familiar with the work-related hazards and risk and the measures that must be taken to eliminate, control and minimise those hazards and risks.
4. To the extent that is reasonably practical, you must:-

Ensure that every employee under your control complies with the requirements of the Act.

Institutes the measures necessary to secure, maintain and enhance health and safety.

Considers and employees training and capabilities in respect of health and safety before assigning a task to that employee.

Ensure that work is performed under the general supervision of a person trained to understand the hazards associated with the work, and who has the authority to ensure that the precautionary measures laid down by the Manager are implemented.

You will be responsible for the control, management and direction of all the activities and employees connected with work and you are required to ensure that all such activities take place in accordance with the provisions of the Mine Health and Safety Act and the Regulations are complied with.

You are further required to inform the Manager, as soon as practicable, of any breach of any provision of these Regulation, to enable him to inform the Principal Inspector of Mines, Department of Minerals and Energy, or take such steps as may be necessary.

Please acquaint yourself with the relevant Regulations, Standards and Procedures, which have a bearing on your appointment. You must ensure that you are fully conversant with the requirements of the Procedures for Reporting Accidents.

SIGNED:

DATE:

WITNESS: 1. 2.

NAME(Print):1. 2.

I,, having been appointed in terms of Regulation 2.6.1 of the act (as amended) to perform all functions entrusted to.....In terms of the Act (as amended) hereby accept the above appointment.

SIGNED:

DATE:

WITNESS: 1. 2.

NAME(Print):1. 2.



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

**EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN
TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.
(To be printed on Contractors letter head)**

**APPOINTMENT AS COMPETANT PERSON IN CHARGE OF MACHINERY IN TERMS OF
REGULATION 2.13.2 IN FORCE IN TERMS OF SCHEDULE 4 OF THE MINE HEALTH
AND SAFETY ACT (ACT NO. 29 OF 1996) AS AMENDED BY THE HEALTH AND
SAFETY AMENDEMENT ACT (ACT NO. 72 OF 1997)**

I, in my capacity as, having been appointed in terms of **Section 3(1)** of the Act (as amended), by the Municipal Manger, who is our client, 'Greater Giyani Municipality' and owner of the Mine(s) to be worked under the requirements of the above mentioned Acts hereby, in terms of **Regulations 2.13.2** of the Act as amended, appoint as Competent Person in charge of machinery for the Contractor, of address and contact number, on all contracts in the Limpopo Province that are undertaken by the contractor.

You are to report any accident to the mine manager immediately and personally visit the scene of the accident without delay.

You must familiarise yourself with the Mine Health and Safety Act and the Minerals Act and the Regulations and ensure that you have a copy in your possession and you must take all reasonable measures to ensure that the provisions of this Act are complied with.

Your attention are further drawn to Regulation 2.13.4.1 as well as the requirements of Chapter 18,20 and 21.

Please confirm this appointment by signing at the bottom.

SIGNED: DATE:.....

NAME:

SIGNED: DATE:.....

NAME:



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

**C1.4 ABSTRACTS OF THE MINE HEALTH AND SAFETY ACT No. 29 OF 1996
AND AMENDMENT ACT No. 72 OF 1997**

DEFINITIONS:

Section 102 of the Mine Health and Safety Act refers.

“mine” means, when –

- (a) “used as a noun-
- (i) any borehole, or excavation, in any tailing or in the earth, including the portion of the earth that is under the sea or other water, made for the purpose of searching for or winning a mineral, whether is being worked or not, or
 - (ii) any other place where a mineral deposit is being exploited, including the mining area and all buildings, structures, machinery, mine dumps, access roads or objects situated on or in that area that are used or intended to be used in connection with searching, winning, exploiting or processing of a mineral, or for health and safety purposes. But, if two or more excavations, boreholes or places are being worked in conjunction with one another
 - (iii) a works; and
- b) used as a verb, the making of any excavation or borehole referred to in paragraph (a) (i), or the exploitation of any mineral deposit in any other manner, for the purpose of winning a mineral including prospecting in connection with the winning of a mineral.
- a) whether that substance is in solid, liquid or gaseous form;
 - b) that occurs naturally in or on the earth, in or under water or in tailings, and
 - c) that has been formed by or subjected to a geological process.

“processing” means the recovering, extracting, concentrating, refining, calcimining, classifying, crushing, milling, screening, washing, reduction, smelting or gasification or any mineral, and “process” has a similar meaning



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

“works” means any place, excluding a mine, where any person carries out-

- a) The transmitting and distributing to another consumer of any form of power from a mine, by the owner thereof, to the terminal point of bulk, to the power supply meter on any such other consumer’s premises, or
- b) Training at any central rescue station, or
- c) The making, repairing, re-opening or closing of any subterranean tunnel, or
- d) Any operations necessary in connection with any of the operational listed in this paragraph.



GREATER GIYANI MUNICIPALITY

CONTRACT No. G/G/M/6104/009/2021 FOR NDHAMBHI TAXI RANK

C1.5 CONTRACT DATA

CONDITIONS OF THE CONTRACT

The General Conditions of Contract for Construction Works, Second Edition, 2010 published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za

The General Conditions of Contract shall be amended only by the Special Conditions of Contract included in this document.

C1.5.1 Contract Specific Data

The following contract specific data, referring to the General Conditions of Contract for Construction Works Second Edition, 2010, are applicable to this Contract.

Section 1: Data provided by the Employer in this document

Clause	
1.1.1.13	The defects liability period is 12 months.
1.1.1.14	The time for achieving Practical Completion is 6 months .
1.1.1.15	The name of the employer is Greater Giyani Municipality .
1.1.1.26	The Pricing Strategy is Re-measurement Contract.
1.2.1.2	The address of the employer is: Address: Private Bag X9559, Giyani, 0826 Telephone: (015) 811 5500 Facsimile: (015) 812 2068
1.1.1.16	The name of the Engineer is Mtema Mashao Consulting Engineers (Pty) Ltd.
1.2.1.2	The engineer's address for receipt of communication is: Address: 15 Plantina Street, Tzaneen, 0850 e-mail: tznooffice@mtemamashao.co.za Telephone: (015) 307 7701 Facsimile: (015) 307 7359



GREATER GIYANI MUNICIPALITY

CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK

Clause	
3.1.3	<p>The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:</p> <ol style="list-style-type: none"> 1. Approval of extension of time 2. Approval of additional costs 3. Approval of variation orders 4. Approval from Greater Giyani Municipality for the utilization of any contingencies
5.3.1	<p>The documentation required before commencement with Works are:</p> <ul style="list-style-type: none"> • Health and Safety Plan • Initial programme and the associated cash flow, labour programme • Performance guarantee • Insurance • Contactor's key personnel CVs for the Engineer's approval. <p>(NB Only personnel as submitted at tender stage)</p>
5.3.2	<p>The time to submit the documentation required before commencement with works execution is 14 days. (NB)</p>
5.8.1	<p>The non-working days are Saturdays and Sundays.</p> <ol style="list-style-type: none"> (1) The special non-working days are public holidays as will be confirmed by the Engineer by the second week of January of each year, (2) The year-end break commences in 14 December 2021 and ends in 05 January 2022 and will be confirmed by the Engineer by the first week of December 2021.
5.13.1	<p>The penalty for failing to complete the Works is R9 000 per calendar day.</p>



GREATER GIYANI MUNICIPALITY

CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK

Clause																									
5.16.3	The latent defect period is 10 years.																								
6.8.2	<p>CPA will not be applicable since the estimate is less than R10 000 000 and the contract period is not more than 6 months</p> <p>The value of each monthly certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule, where</p> <p>The value of “x” is 0,150 The values of the co-efficient are:</p> $(1 - x) \left[\frac{aL_t}{L_o} + \frac{bP_t}{P_o} + \frac{cM_t}{M_o} + \frac{dF_t}{F_o} - 1 \right]$ <p>CPA : Estimate more than R10 000 000 or a contract period of more than 6 months</p> <table border="0" data-bbox="352 1167 1294 1391"> <thead> <tr> <th></th> <th>New Road Construction</th> <th>Rehabilitation</th> <th>Labour Intensive</th> </tr> </thead> <tbody> <tr> <td>x =</td> <td>0,150</td> <td>...</td> <td>...</td> </tr> <tr> <td>a =</td> <td>0,25</td> <td>0,26</td> <td>...</td> </tr> <tr> <td>b =</td> <td>0,30</td> <td>0,30</td> <td>...</td> </tr> <tr> <td>c =</td> <td>0,37</td> <td>0,37</td> <td>...</td> </tr> <tr> <td>d =</td> <td>0,08</td> <td>0,07</td> <td>...</td> </tr> </tbody> </table> <p>“L” is the “Labour Index” and shall be the “Consumer Price Index” (CPI per province) for the province wherein the larger part of the Site is located, as stated in the Contract Data, and as published in the Statistical Release P0141 in table A of Statistics South Africa.</p> <p>“P” is the “Plant Index” and shall be the Producer Price Index for Civil Engineering Plant as published in the Statistical Release P0142.1 in table 12 of Statistics South Africa.</p> <p>“M” is the “Materials Index” and shall be the Producer Price Index applicable to the industry as stated in the Contract Data and as published in the Statistical News Release P0142.1 in table 11 of Statistics South Africa.</p> <p>“F” is the “Fuel Index” and shall be the Producer Price Index for Diesel at whole sale level for the area as stated in the Contract Data and as published in the Statistical News Release P0142.1 Table 12 of Statistics South Africa.</p>		New Road Construction	Rehabilitation	Labour Intensive	x =	0,150	a =	0,25	0,26	...	b =	0,30	0,30	...	c =	0,37	0,37	...	d =	0,08	0,07	...
	New Road Construction	Rehabilitation	Labour Intensive																						
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GREATER GIYANI MUNICIPALITY

CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBBI TAXI RANK

Clause	
	<p>The suffix “o” denotes the basic indices applicable to the base month as stated in the Contract Data.</p> <p>The suffix “t” denotes the current indices applicable to the month in which the last day of the period falls to which the relevant monthly statement relates.</p> <p>If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the Engineer shall estimate the value of such index. Any correction, which may be necessary when the correct indices become known, shall be made by the Engineer in subsequent payment certificates.</p> <p>The urban area nearest the site is Giyani</p> <p>The base month is July 2021 <i>(the month prior to the month in which the closing date of the tender falls)</i></p>
6.8.3	Price adjustments for variations in the costs of special materials are allowed.
6.10.1.5	The percentage advance on materials not yet built into permanent works is 80%.
6.10.3	The limit of retention money is 10% subject to the guarantee provided by the contractor being 10% Contract Sum.
10.7.1	The determination of disputes shall be by arbitration

Section 2: Data provided by the Contractor

Clause	
1.1.1.9	The name of the contractor is
1.2.1.2	<p>The address of the contractor is:</p> <p>Physical Address:.....</p> <p>Postal Address.....</p> <p>Telephone: Facsimile:</p>



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

Clause										
	e-mail:.....									
6.2.1	<p>The security to be provided by the Contractor shall be one of the following:</p> <table border="1" data-bbox="359 698 1316 1236"> <thead> <tr> <th data-bbox="359 698 1029 855">Type of security(Vat Exclusive)</th> <th data-bbox="1029 698 1316 855">Contractor's choice. Indicate "Yes" or "No"</th> </tr> </thead> <tbody> <tr> <td data-bbox="359 855 1029 929">Cash deposit of 10% of the Contract Sum</td> <td data-bbox="1029 855 1316 929"></td> </tr> <tr> <td data-bbox="359 929 1029 1041">Performance guarantee of 10% of the Contract Sum.</td> <td data-bbox="1029 929 1316 1041"></td> </tr> <tr> <td data-bbox="359 1041 1029 1236">The contractor must write a letter for deduction of 10% Surety of the Contract Amount in three (3) equal instalments from the first three (3) payment certificates</td> <td data-bbox="1029 1041 1316 1236"></td> </tr> </tbody> </table>		Type of security(Vat Exclusive)	Contractor's choice. Indicate "Yes" or "No"	Cash deposit of 10% of the Contract Sum		Performance guarantee of 10% of the Contract Sum.		The contractor must write a letter for deduction of 10% Surety of the Contract Amount in three (3) equal instalments from the first three (3) payment certificates	
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Performance guarantee of 10% of the Contract Sum.										
The contractor must write a letter for deduction of 10% Surety of the Contract Amount in three (3) equal instalments from the first three (3) payment certificates										

C1.7.2 Variations to the General Conditions of Contract

The following amendments of the General Conditions of Contract 2010 apply to this contract. The headings in these Special Conditions of Contract shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction thereof or of the Contract.

1. DEFINITIONS, INTERPRETATIONS AND GENERAL PROVISIONS

Add the following sub-clause:

1.1.1.35 Selected sub-contractor shall mean a sub-contractor selected in terms of clause 4.4 of the GCC 2015.

3. ENGINEER AND ENGINEER'S REPRESENTATIVE

3.1.2 Engineer to consult with contractor and Employer

Replace the word "Engineer" in the last sentence with the word "Employer".

Add the following:



GREATER GIYANI MUNICIPALITY

CONTRACT No. G/G/M/6104/009/2021 FOR NDHAMBI TAXI RANK

“3.2.7 Authority of the Employer

Notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should he deem it necessary, to amend any certificate, direction, decision or valuation of the Engineer and to issue a new one, and such certificate, direction, decision or valuation shall for the purpose of the Contract be deemed to be issued by the Engineer, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Engineer and which has subsequently been rescinded.”

2. BASIS OF CONTRACT

Add the following:

“2.1.4 No subsequent claims by the Contractor arising from his lack of knowledge of perceptible conditions on the site or its surroundings or of information available in connection therewith shall be entertained.”

4.1 Extent of Contractor’s obligations and liability

Amend sub clause 4.1.2 as follows; in the first line insert “and Temporary” between “Permanent” and “Works”.

4.3 Legal Provisions

Add the following:

“4.3.3 In addition to the provisions of clause 4.3.2, also on the request of the Engineer the contractor shall in particular provide proof that he has compiled therewith with regard to amongst others:

4.3.3.1 Health and Safety”

Add the following

“4.3.3.2 Occupational Health and Safety Act

The Contractor shall enter into and execute an Agreement as provided for under Section 37 (2) of the Occupational Health and Safety Act 1993 (Act No. 85 of 1993). The Agreement shall be in the form included elsewhere in this document.

4.3.3.3 Mine Health and Safety Act, number 29 of 1996

The Contractor shall obtain the Mining Authorisation for all sites where mining activities, as defined in the Mine Health and Safety Act, number 29 of 1996 as amended, are to be conducted.



GREATER GIYANI MUNICIPALITY

CONTRACT No. G/G/M/6104/009/2021 FOR NDHAMBHI TAXI RANK

4.3.3.4 Mineral Resources Petroleum Development Act, number 28 of 2002

The Contractor shall assume responsibility for the Environmental Management Programme (EMPR) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the contract.”

Add the following:

“4.13 Extent of Contractor’ obligations

The Contractor shall, save in so far as it is legally or physically impossible,

- (a) design (to the extent provided in the Contract), execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract, and
- (b) provide all superintendence, labour, materials, Constructional Plant, Temporary Works, including the design thereof, all requisite transport and all other things, whether of a temporary or permanent nature, required in and for such design, execution and completion of the Works and for the remedying of any defects, so far as the necessity for providing the same is specified in or reasonably to be inferred from the Contract.
- (c) After award of the Contract, the Contractor shall be obligated to ensure that at least the Constructional Plant stated on the prescribed form in the Tender Documents, or Constructional Plant equivalent thereto, are on the site when required.”

6.9 VESTING OF PLANT AND MATERIALS

Add the following: sub clauses:

“6.9.6 Preclude seizure of constructional plant

In order to preclude seizure by the owner of any constructional plant being held by the Contractor on a hire or hire-purchase agreement for the purposes of the contract, the Employer shall be entitled to pay any such owner the amount of any outstanding instalment or other sum owing under any hire or hire-purchase agreement and in the event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the Contractor and may be deducted by the Employer from any moneys owing or that may become owing to the Contractor in terms of the contract, or be recovered at law from the Contractor by the Employer.



GREATER GIYANI MUNICIPALITY

CONTRACT No. G/G/M/6104/009/2021 FOR NDHAMBHI TAXI RANK

6.9.7 Constructional plant brought to the site by the subcontractor

When entering into any subcontract agreement for the execution of any part of the works, the Contractor shall incorporate in such subcontract agreement, by reference or otherwise, the provisions of this clause in respect of constructional plant brought to the site by the subcontractor.”

8.2 CARE OF THE WORKS

8.3.1.4 Delete the wording of sub clause 8.3.1.4 and replace this clause with the following:

8.3.1.4 “Risk arising from political riot and malicious damage, unless these risks are insurable with The South African Special Risk Insurance Association at the time of tendering and it is stipulated in the contract that the Contractor is to effect insurance against these risks.”

6.6 PROVISIONAL AND PRIME COST SUMS

6.6.1.2.1 In the first line after the word "sums" insert “excluding VAT”

6.6.1.2.2 In the third line after the word "amount" insert “excluding VAT”

6.10 PAYMENTS

6.10.4 Employer’s obligation to pay

Add the following new paragraph:

“The Employer reserves the right to refuse payment of an interim certificate the value of which is less than the minimum value stated in C1.8.1 Section 1: Data provided by the Employer.”

6.10.5 Time of payment of retention

Delete the first four lines where reference is made to the first half retention. The paragraph should read:”

“Retention money shall become due when the Engineer shall have certified payment thereof within 14 days after the expiration of the Defects Liability Period, extended if necessary in terms of Clause 5.14.4 or 7.8.1, if necessary;

6.11 VARIATIONS EXCEEDING 15 PER CENT

In the last paragraph, first line, replace “(if any)” with“(based on the amount by which such additions or deductions shall be in excess of 30 % of the Tender Sum)”



GREATER GIYANI MUNICIPALITY

CONTRACT No. G/G/M/6104/009/2021 FOR NDHAMBHI TAXI RANK

Add the following subclause:

“6.11.2 Variations exceeding 30% per cent

Where the decrease or increase in the quantity of work has not resulted from a written variation order (or an additional agreement) in terms of clause 5.11 but from the fact that the quantities are less or more than those given in the bill of quantities, the tendered rates or sums shall still apply, except in the case of a sub-item (or an item not subdivided into sub-items) in the bill of quantities, which covers work the value of which during the tender stage exceeds 7,5 % of the value of the tender sum, and where the quantity of such sub-item or item, upon completion of the contract, deviates by more than 30 % from the quantity given in the bill of quantities so that the scale of activities or the method of construction consequently changes to such an extent that the tendered rate or sum no longer applies. In such case the Engineer, should he deem it to be in the interest of the Employer or should the Contractor enter a claim, shall, considering the extent by which the deviation in respect of the quantity of the sub-item or item concerned exceeds 30 %, determine a sum which will be equitable in the circumstances, and shall certify that such sum shall be deducted from or added to the sums owing to the Contractor.”

9.2 TERMINATION BY EMPLOYER

Add the following clause

“9.2.1.3.8 has failed to expel a subcontractor after having been instructed to do so in terms of sub-clause 4.4.2”

9.3. TERMINATION BY CONTRACTOR

Delete the wording of sub clause 9.3.1.1.2 and replace this clause with the

following:

9.3.1.1.2 “Failing to pay the contractor the amount due in terms of any payment certificate issued by the engineer, provided that such payment certificate is acceptable to the employer and further more subject to the provision of sub-clause 2.8, within the time of payment provided in the contract, or.”

10.2 DISSATISFACTION CLAIM

10.2.3 insert at the beginning of the clause the following:

“On condition that the Contractor or the Employer has duly complied with the provisions of clauses 10.2.1 and 10.2.2



GREATER GIYANI MUNICIPALITY

**CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBHI TAXI RANK**

PART C2: PRICING DATA

C2.1	PRICING INSTRUCTIONS	C.31
C2.2	BILL OF QUANTITIES	C.35
C2.3	SUMMARY OF BILL OF QUANTITIES	C.66
C2.4	CALCULATION OF TENDER SUM	C.67



GREATER GIYANI MUNICIPALITY

CONTRACT No. G/G/M/6104/009/2021 FOR NDHAMBHI TAXI RANK

C2.1 PRICING INSTRUCTIONS

- 1 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 standard specifications or the project specifications.

Quantity: The number of units of work for each item.

Rate: The payment per unit of work for which the tenderer tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Lump Sum: An amount tendered 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.

- 2 This bill of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.

- 3 The quantities set out in the bill of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the bill of quantities, will be used to determine payments to the contractor.

The validity of the contract shall in no way be affected by differences between the quantities in the bill of quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered, subject only to the provisions of sub-clause 1209 (a) of the standard specifications.

4. Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc, and for the completed items of work as specified, all in accordance with sub-clause 1209 (b) of the standard specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the standard specifications and project specifications and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, standard specifications and project specifications shall be considered as provided for



GREATER GIYANI MUNICIPALITY

CONTRACT No. G/G/M/6104/009/2021 FOR NDHAMBI TAXI RANK

collectively in the items of payment given in the bill of quantities, except in so far as the quantities given in the bill of quantities are only approximate.

5. The tenderer shall fill in a rate against all items where the words “rate only” appears in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of paragraph 12 of this preamble.

If the tender should group a number of items together and tender one lump sum for each group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

- 6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise than in clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.
- 7 The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.
- 8 The statement of quantities of material or the amount of work in the bill of quantities shall not be regarded as authorisation for the contractor to order material or to execute work. The contractor shall obtain the engineer’s detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.



GREATER GIYANI MUNICIPALITY

CONTRACT No. G/G/M/6104/009/2021

FOR

NDHAMBI TAXI RANK

- 9 The short descriptions of the payment items in the bill of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.
- 10 The provisions of clause 45 of the general conditions of contract shall apply to provisional sums and prime cost sums.
- 11 Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the bill of quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled bill of quantities, the rates will be regarded as being correct, and the employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the bill of quantities. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.
- 12 A tender may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.
- 13 The units of measurement indicated in the bill of quantities are metric units

The following abbreviations are used 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



GREATER GIYANI MUNICIPALITY

CONTRACT No. G/G/M/6104/009/2021

FOR

NDHAMBI TAXI RANK

m ³ km	=	cubic metre kilometre
l	=	litre
kl	=	kilolitre
kg	=	kilogram
t	=	ton (1000 kg)
No	=	number
mn	=	meganewton
mn-m	=	meganewton-metre
%	=	per cent
kW	=	kilowatt
Kn	=	kilonewton
PC sum	=	prime cost sum
Prov sum	=	provisional sum

14 All rates and sums of money quoted in the bill of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded

15 The item numbers appearing in the bill of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter B refer to payment items described under part B of the project specifications, those with C to payment items described under part C, and so on for further parts of the project specifications.

Item numbers in schedule B of the bill of quantities are, in addition, preceded by the number of each separate part of schedule B of the bill of quantities, e.g. payment item 62.02 described in the standard specifications (clause 6210), when used in part 3 of schedule B of the bill of quantities, would be numbered 3/62.02, and if this payment item had been amended in part B of the project specifications, the payment item would be indicated as 3/B62.02.

16. Labour intensive items are highlighted in the bills of quantities for the payment items relating to labour intensive works.

16.1 Those parts of the contract to be constructed using labour intensive methods have been marked in the bills of quantities with the letters LI in a separate column filled in against every item so designated. The works or part of the works so designated are to be constructed using labour intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The letters marked with LI are **not necessarily an exhaustive list** of all items which must be done by hand, and this clause does not override any of the requirements

**GREATER GIYANI MUNICIPALITY****CONTRACT No. G/G/M/6104/009/2021
FOR
NDHAMBI TAXI RANK**

in the generic labour intensive specification in the Scope of Works.

16.2 Payment for items which are designated to be constructed using labour intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour intensive methods. Any unauthorised use of plant to carry out work which was to be done labour intensively will not be condoned and any work so constructed will not be certified for payment. If a contractor, through innovation on other activities, achieved the set LI requirement, but he did not perform all LI-marked activities through labour, he will not be penalized. However, if a contractor did not achieve the set LI target and constructed a LI-marked activity through other means, he **will not be paid** for that activity.

17. All cost for formal training to the targeted workforce (amongst others: allowances, wages, administration, transport, etc) shall be deemed to be included in the rates for Labour Intensive items.

**CONTRACT No. G/G/M/6104/009/2021****FOR
NDHAMBI TAXI RANK****C2.2 BILL OF QUANTITIES**

1200	General requirements and provisions	C.36
1300	Contractor's establishment on site and general obligations.....	C.37
1400	Housing, Offices and Laboratories for the Engineer's personnel.....	C.38
1500	Accommodation of traffic.....	C.39
1700	Clearing and grubbing.....	C.40
1800	Daywork Schedule	C.41
2100	Drains	C.42
2200	Prefabricated Culverts.....	C.43
2300	Concrete kerbing, Concrete Channelling, Chutes.....	C.44
3100	Borrow Materials.....	C.45
3300	Mass Earthworks.....	C.46
3400	Pavement Layers of Gravel Material.....	C.47
3500	Stabilization.....	C.48
4100	Prime coat.....	C.49
4200	Asphalt Base and Surfacing.....	C.50
5600	Road signs.....	C.51
5700	Road markings.....	C.52
5900	Finishing the road and road reserve and treating old roads.....	C.53
7300	Sundry Structures.....	C.54
8100	Testing Materials and Workmanship.....	C.55
Bill 3	Earthworks (Provisional).....	C.56
Bill 4	Concrete Formwork and Reinforcement.....	C.57
Bill 5	Masonry.....	C.58
Bill 6	Waterproofing.....	C.59
Bill 7	Roof Coverings, etc.....	C.60
Bill 8	Carpentry and Joinery.....	C.61
Bill 9	Ceilings.....	C.62
Bill 10	Ironmongery.....	C.63
Bill 11	Metal work.....	C.64
Bill 12	Plastering.....	C.65

Bill 13	Tiling.....	C.66
Bill 14	Plumbing and Drainage (Provisional).....	C.67
Bill 15	Glazing.....	C.68
Bill 16	Painting.....	C.69
Bill 17	Provisional Sums.....	C.70
Bill 18	Fencing.....	C.71
Bill 19	Water Reticulation.....	C.72
Bill 20	Water Tank.....	C.73
Bill 21	Sewer.....	C.74
Bill 22	Sceptic Tank.....	C.75
Bill 23	Ablution Block.....	C.76
Bill 24	High Mast Light.....	C.77
SUMMARY FOR BILL OF QUANTITIES.....		C.78
CALCULATION OF TENDER SUM.....		C.79
