



RUSTENBURG LOCAL MUNICIPALITY

**BID NO: QU/OMM/0027/2024/25 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND INSTALLATION OF PAVING AT LETHABONG RCC FOR A PERIOD OF 1 MONTH**

**PARTICULARS OF THE BIDDER**

NAME OF THE BIDDING OR TENDERING COMPANY		
POSTAL ADDRESS		
	POSTAL CODE	
STREET ADDRESS (PHICAL ADDRESS)		
	POSTAL CODE	
E-MAIL ADDRESS		
TELEPHONE NUMBER (TELKOM LINE)		
CIDB CRS NUMBER		
CELLPHONE NUMBER		
ALTERNATE CELLPHONE NO.		
CENTRAL SUPPLIER DATABASE NUMBER OF THE BIDDING COMPANY		

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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Employer

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Contractor

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TENDER ADVERTISEMENT

DATE: 30/10/2024

1. Documents will be available on the Rustenburg Local Municipality website. Sealed bid documents marked: **“QU/OMM/0027/2024/25 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND INSTALLATION OF PAVING AT LETHABONG RCC FOR A PERIOD OF 1 MONTH”** must be placed in the bid box in the foyer of the Municipal offices, Missionary Mpheni House, Beyers Naude Drive, Rustenburg not later than **8 November 2024 @ 10H00**
2. CIDB grading of **1GB** is required
3. The bid will be evaluated as follows: **Administrative evaluation (document completion and attachment of mandatory documents), 80/20 preferential point system (price = 80 & specific goals = 20) and Consideration of the market analysis.**
4. Please note that no bid documents given to couriers will not be signed for by Rustenburg Local Municipality.
5. The Council will not be responsible for bids not received or received late by mail. Bids will remain valid for 90 days (Ninety).
6. All bids will be adjudicated based on the prescribed criterion as stipulated in the document.
7. An updated record of payment of rates, taxes and services to the relevant Municipality must be attached. Failure to do so will invalidate the bid submitted.
8. No bids will be considered from any person(s) in the service of the state (as defined in Regulation 1 of Local Government: Municipal Supply Chain Management Regulations).
9. Objections or complaints must be submitted in writing to the Municipal Manager at the address stated, and must contain the following:
  - (a) reasons and/or grounds for the objection or complaint.
  - (b) the way in which the objector or complainant's rights have been affected; and
  - (c) the remedy sought by the objector or complainant.
10. Any objection or complaint must reach the Municipal Manager with a 14-day period after award has been made. Late objections or complaints will not be entertained.
11. **Bidders must submit both hard copy document and an electronic tender document in a form of a clearly marked USB. (Bidders will be disqualified for not submitting a USB with a scanned bid document).**
12. All bids must be submitted on the official forms provided and a successful bidder will be required to fill and sign a written Contract Form (MBD 7).

M M Phakula  
Chairperson Bid Specifications Committee

Mr F Mohammed  
Clerk of Works: Civil Facilities

Employer

Witness 1

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Contractor

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**TENDERING PROCEDURES:**

**DOCUMENT COMPLETION INSTRUCTION AND RETURNABLE DOCUMENTS SCHEDULE**

**DOCUMENT COMPLETION INSTRUCTION AND RETURNABLE DOCUMENTS SCHEDULE**

✓ ***NB! FAILURE TO ADHERE TO THE BELOW MENTIONED POINTS WILL INVALIDATE THE TENDER AND RESULT IN DISQUALIFICATION***

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD)

- ✓ Bidders must be registered on CSD and provide their registration number on the tender/ quotation document
- ✓ Bidders **must** submit both a hard copy document and an electronic tender document in the form of a USB (only) which must be clearly marked with the company name. (Bidders will be disqualified for not submitting a USB containing the scanned bidding documentation)

**COMPLETION OF THE DOCUMENT**

***PLEASE READ AND FOLLOW INSTRUCTIONS BELOW ON HOW TO COMPLETE DIFFERENT FORMS IN THE DOCUMENT AND FILL THEM AS INSTRUCTED***

- ✓ The tender documents must be completed in full i.e. Compulsory Questionnaire, MBD 1, Pricing Schedule, MBD 4, MBD 5, MBD 6.1, MBD 8, MBD 9, Section 38 and the Form of Offer, including all witness signatures on all the above stated forms.
- **COMPULSORY QUESTIONNAIRE** must be fully completed and signed.
  - ✚ ***In a case of Joint Venture separate COMPULSORY QUESTIONNAIRE forms must be completed and submitted.***
- MBD 1 must be fully and correctly completed.
- **PRICING SCHEDULE** must be fully completed and signed.
- MBD 4 -only tick the appropriate option. Please be informed that whether you scratch out, tick or circle, **your answer will be where the pen ink is reflecting.**
  - ✚ ***In a case of Joint Venture or multi- directors, full details of all Directors must be provided on the table on MBD 4.***
- MBD 5 -only tick the appropriate answer. Please be informed that whether you scratch out, tick or circle, **your answer will be where the pen ink is reflecting.**
  - ✚ ***In a case of Joint Venture separate MBD 5 forms must be completed and submitted.*** (complete if applicable)
- MBD 6.1 – must be fully and correctly completed.
- MBD 8 - only tick the appropriate option, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting.
- MBD 9 - must be fully and correctly completed.

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- **SECTION 38** - only tick the appropriate option, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting. Must be fully and correctly completed
  - Note that should you answer “NO” to any of the declaration questions on **section 38 form**, then supporting documents **MUST** be attached!
- **SIGNATORY AUTHORISATION** – must be fully and correctly completed.

**THE FOLLOWING MANDATORY DOCUMENTS MUST BE SUBMITTED TOGETHER WITH THE BID DOCUMENT**

- ✓ Deposit slip with the unique tender reference number as stipulated in the tender advertisement.
- ✓ Full Central Supplier Database (CSD) Report

**FOR ALL DOCUMENTS THAT WILL NEED CERTIFICATION AND AFFIDAVITS WHERE APPLICABLE, BIDDERS ARE REQUIRED NOT TO SUBMIT COPIES OF CERTIFIED COPIES.**

**MUNICIPAL RATES AND TAXES STATEMENTS OF THE DIRECTORS**

- ✓ Current municipal rates and taxes statement in the names of the director (from previous billable month determined by the date of tender closure) for each directors' address must be attached; or
- ✓ Valid lease agreement of the director/s with all critical contractual obligations or,
- ✓ An original letter from tribal authority not older than three (3) months if the director/s are residing in a tribal land, or
- ✓ If the rates and taxes account is not in the names of the director/s the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose names are appearing on the municipal rates and taxes statement to confirm that the director resides in their property.

**MUNICIPAL RATES AND TAXES STATEMENTS OF THE COMPANY**

- ✓ Current municipal rates and taxes statement in the name of the company (from previous billable month determined by the date of tender closure) for the company's' address must be attached; or
- ✓ Valid lease agreement of the company (showing all critical contractual obligations, or
- ✓ An original letter from a tribal authority not older than three (3) months if the company is operating from a tribal, or
- ✓ If the rates and taxes account is not in the names of the company, the attached municipal rates taxes statement must be submitted together with an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the company operates from their property.

**NB!!**

Employer

Witness 1

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**THE COMPANY ADDRESS WRITTEN ON THE TENDER DOCUMENT MUST BE THE SAME AS THE ONE REFLECTING MUNICIPAL RATES AND TAXES STATEMENT SUBMITTED**

- ✓ FOR PROCUREMENT EXPECTED TO BE LESS THAN 10 MILLION, AWARDS WILL NOT BE MADE TO BIDDERS WHO SUBMITTED A MUNICIPAL RATES AND TAXES STATEMENT FORM PREVIOUS BILLABLE MONTH OWING MUNICIPAL RATES AND TAXES FOR OVER 90 DAYS AT THE TIME OF TENDER CLOSURE
- ✓ FOR PROCUREMENT EXPECTED TO BE MORE THAN 10 MILLION, AWARDS WILL NOT BE MADE TO BIDDERS WHO SUBMITTED A MUNICIPAL RATES AND TAXES STATEMENT FORM PREVIOUS BILLABLE MONTH OWING MUNICIPAL RATES AND TAXES FOR OVER 90 DAYS AT THE TIME OF TENDER CLOSURE
- ✓ Required CIDB Grading Certificate where applicable.
- ✓ Signatory resolution – Please attach a copy of Signatory resolution where instructed.
- ✓ If the submission is from a Joint Venture, then a JV agreement must be attached.

**NB! Bidders will not be afforded a chance to rectify by either completing the tender document or submitting outstanding mandatory documents.**

**VERIFICATION OF DOCUMENTS AND INFORMATION.**

- ✓ Tax compliance status will be verified using CSD number. (For a bidder to be considered for final award, their status must reflect "tax compliance" before final award is made)
- ✓ CIDB Grading will be verified
- ✓ Sworn Affidavits will be accepted only if its originals submitted.

**INSTRUCTION ON THE SUBMISSION OF TENDER DOCUMENTS**

- ✓ A tender document must be in a sealed packaging that has the bid number and bid description on the outside. Both the bid number and the bid description must be on the packaging for the document to be acceptable.
- ✓ If the bid number and description are not clearly marked on the packaging, the bid will not be accepted
- ✓ The tender document must be in the tender box before the specified closing time and date.
- ✓ Submissions which arrive when the tender box is open are considered late.

Employer

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Witness 2

Contractor

Witness 1

Witness 2





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**ADDITIONAL TENDERING CONDITIONS**

1. The document must be completed in full as per the guide provided under administrative evaluation - document completion.
2. All mandatory documents must be attached as per the guide under administrative evaluation - attachment of mandatory documents.
3. Bidders must be registered on CSD.
4. Only black pen ink must be used for completing the tender document.
5. Documents must not be completed electronically.
6. Electronic signatures are not allowed.
7. Bidders are not allowed to use correction pens. In a case where a wrong answer is ticked, a straight line must be made across the wrong answer, then initial next to the mistake and a correct answer must be ticked or provided in writing.
8. Bidders must submit both a hard copy document and an electronic tender document in the form of a clearly marked USB. (Bidders will be disqualified for not submitting a USB with scanned bid documentation)
9. Rustenburg Local Municipality will not accept documents which are not in envelopes and clearly marked with the bid number and description.

***NB! FAILURE TO ADHERE TO THE ABOVE INSTRUCTIONS WILL RENDER THE TENDER INVALID AND RESULT IN DISQUALIFICATION***

Employer

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ADDITIONAL MANDATORY DOCUMENTS

I. None

***NB! FAILURE TO ADHERE TO THE ABOVE INSTRUCTIONS WILL RENDER THE TENDER INVALID AND RESULT IN DISQUALIFICATION***

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#### Part T2: Returnable documents

T2.1	List of Returnable Documents
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T2.2	c)	Returnable Schedules
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### The Contract

#### Part C1: Agreement and Contract Data

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C1.2	Contract Data
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C1.3	Form of Guarantee
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#### Volume 3 – Book 2 of 3

#### Part C2: Pricing data

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#### Volume 3 – Book 3 of 3

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C3	Scope of Work
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#### Part C4: Site information

C4	Site Information
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Tender  
Part T1: Tendering procedures

T1.2  
Tender Data

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**T1.2 Tender Data**

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement. (See [www.cidb.org.za](http://www.cidb.org.za)) which are reproduced without amendment or alteration for the convenience of tenderers as an Annexure to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

**Clause number**

**Tender Data**

F.1.1

**The employer**

The employer is The Rustenburg Local Municipality.

F.1.3.2

Replace the contents of the clause with the following:

The Standard Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for the tender evaluation purposes, shall form part of the Contract arising from the invitation to tender.

F.2.1

**Eligibility**

Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 1GB class of construction work, are eligible to submit tenders.

Joint ventures are eligible to submit tenders provided that:

1. Every member of the joint venture is registered with the CIDB;
2. The lead partner has a contractor grading designation in the 1GB or higher; and 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 6SB or higher class of construction work.

Tenderers faced with the above scenario and who fail to meet the combined designation grading will not be considered for the tender.

F.2.1.

**Eligibility**

Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.

F.2.2

Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer.

**THE TENDER**

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**Clause number**

**Tender Data**

F.2.7

**Clarification Meeting**

There will be no compulsory briefing session.

F.2.10.5

**Pricing and tender offer**

Add the following to the clause:

A digital copy of the Bill of Quantities can be obtained from E-Tender portal

F.2.11

**Alterations to documents**

Add the following to the clause:

To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.

F.2.12

**Alternative tender offers**

If a 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.

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.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract 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.

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.

Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration.

No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.

F.2.13

**Submitting a tender offer**

**THE TENDER**

**QUOTATION NO: QU/OMM/0027/2024/25**

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Clause number

Tender Data

Add the following to the clause:

No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.

F.2.13.2

Replace the contents of the clause with the following:

Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety by writing in black ink.

All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.

F.2.13.3

Parts of each tender offer communicated on paper shall be submitted as an original.

F.2.13.4

Add the following to the clause:

Only authorised signatories may sign the original tender offer where required in terms of 2.13.3.

F.2.13.5

The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

F2.15.1

**Physical address and Location of tender box:** Foyer of Missionary Mpheni House,  
c/o Beyers Naude and Nelson Mandela Drive,  
Rustenburg.

**Identification details:** QUOTATION NO: QU/OMM/0027/2024/25 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND INSTALLATION OF PAVING AT LETHABONG RCC FOR A PERIOD OF 1 MONTH and the closing date and time of the tender.  
**Postal address:** P O Box 550, Rustenburg, 0300

The name and address of the tenderer shall be entered on the back of the envelope.

F.2.13.9

Add the following to the clause:

Accept that all conditions, which are printed or written upon any stationary used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.

F.2.14

**Information and data to be completed in all respects.**

Add the following to the clause:

The Tenderer is required to enter information in the following sections of the document:

- Section T2.2 ..... : Returnable Schedules Section
- Section C1.1 ..... : Form of Offer and Acceptance Section
- Section C1.2 ..... : Contract Data (Part 2) Section
- Section C2.2 ..... : Bill of Quantities

The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by

**THE TENDER**  
QUOTATION NO: QU/OMM/0027/2024/25

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Clause number

**Tender Data**

the Employer of the Tender Offer.

The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.

The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.

Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2.2 of contracts of a similar nature and magnitude which they have successfully executed in the past. Accept that the Employer is restricted in accordance with clause 4.(4) of the Construction Regulations 2003, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety shall be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.

F.2.15.1

**Closing Time**

The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

F.2.15.2

Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.16.1

**Tender offer validity**

The tender offer validity period is 90 days.

F.2.16.1

Add the following to the clause:

If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.

F.2.18

**Provide other material**

The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

Add the following to the clause:

Accept that if requested, the Tenderer shall within 14 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.

THE TENDER

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**Clause number**

**Tender Data**

F.2.20.

Accept that the Employer, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture; and affirmation of the letter of intent referred to below.

The tenderer is required to submit with his tender a letter of intent from an approved financial institution undertaking to provide the Construction Guarantee in the format included in Part C1.3 of this procurement document; and such guarantee with be put in place upon appointment.

F.2.22

**Return of other tender documents**

Return all retained tender documents prior to the closing time for the submission of Tender Offers.

F.2.23

**Certificates**

The tenderer is required to submit with his tender:

1. a Certificate of Contractor Registration issued by the CIDB
2. a copy of the CSD summary report
3. All documents stated as mandatory documents

Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

F.3.4

**Opening of tender submissions**

Tenders will be opened immediately after the closing time for tender

F.3.5

**Two-envelope system**

A two-envelope procedure will not be followed.

F.3.11

**Evaluation of Tenders**

The procedure for the evaluation of responsive tenders is Method 1 (Functionality, 80/20 Preferential Point System).

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

**F.1 GENERAL**

**F.1.1 Actions**

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

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

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

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

**F.1.2 Tender Documents**

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

**F.1.3 Interpretation**

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

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

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

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

**F.1.4 Communication and employer's agent**

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

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

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The

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employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

**F.1.6 Procurement procedures**

**F.1.6.1 General**

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

**F.1.6.2 Competitive negotiation procedure**

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

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

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

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

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**F.1.6.3 Proposal procedure using the two stage-system**

**F.1.6.3.1 Option 1**

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

**F.1.6.3.2 Option 2**

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

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

**F.2 TENDERER'S OBLIGATIONS**

**F.2.1 Eligibility**

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

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

**F.2.2 Cost of tendering**

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

**F.2.3 Check documents**

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

**F.2.4 Confidentiality and copyright of documents**

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

**F.2.5 Reference documents**

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

**F.2.6 Acknowledge addenda**

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

**F.2.7 Clarification meeting**

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

**F.2.8 Seek clarification**

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

**F.2.9 Insurance**

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

**F.2.10 Pricing the tender offer**

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

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

**F.2.11 Alterations to documents**

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

**F.2.12 Alternative tender offers**

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

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

**F.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

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

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

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

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

**F.2.15 Closing time**

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

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

**F.2.16 Tender offer validity**

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

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

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

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

**F.2.17 Clarification of tender offer after submission**

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

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

**F.2.18 Provide other material**

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

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

**F.2.19 Inspections, tests and analysis**

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

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

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

**F.2.21 Check final draft**

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

**F.2.22 Return of other tender documents**

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

**F.2.23 Certificates**

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

**F.3 THE EMPLOYER'S UNDERTAKINGS**

**F.3.1 Respond to requests from the tenderer**

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- F.3.1.1 Unless otherwise stated in the tender data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.
- F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:
- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
  - b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
  - c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**F.3.2 Issue Addenda**

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

**F.3.3 Return late tender offers**

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

**F.3.4 Opening of tender submissions**

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

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

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

**F.3.5 Two-envelope system**

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

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

**F.3.6 Non-disclosure**

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

**F.3.7 Grounds for rejection and disqualification**

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

**F.3.8 Test for responsiveness**

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

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and

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c) is responsive to the other requirements of the tender documents.

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

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

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

**F.3.9 Arithmetical errors, omissions and discrepancies**

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

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

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

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

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

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

**F.3.10 Clarification of tender offers**

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

**F.3.11 Evaluation of tender offers**

**F.3.11.1 General**

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

**F.3.11.2 Method 1: Financial offer**

In the case of a financial offer:

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

**F.3.11.3 Method 2: Financial offer and preference**

In the case of a financial offer and preferences:

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- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

$N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

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

**F.3.11.4 Method 3: Financial offer and quality**

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

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where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
 $N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

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

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

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

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
 $N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.  
 $N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





RUSTENBURG LOCAL MUNICIPALITY

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- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
  
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

**F.3.11.6 Decimal places**

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

**F.3.11.7 Scoring Financial Offers**

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

$$N_{FO} = W_1 + A$$

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

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

Formula	Comparison aimed at achieving	Option 1*	Option 2*
1	Highest price or discount	$A = \left( 1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = \left( 1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$

\*  $P_m$  is the comparative offer of the most favourable comparative offer.  
 $P$  is the comparative offer of the tender offer under consideration

**F.3.11.8 Scoring preferences**

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





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Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

**F.3.11.9 Scoring quality**

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data. Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_0 / M_S$$

where:  $S_0$  is the score for quality allocated to the submission under consideration;  
 $M_S$  is the maximum possible score for quality in respect of a submission; and  
 $W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

**F.3.12 Insurance provided by the employer**

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

**F.3.13 Acceptance of tender offer**

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





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**F.3.14 Prepare contract documents**

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

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

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

**F.3.15 Complete adjudicator's contract**

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

**F.3.16 Notice to unsuccessful tenderers**

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

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

**F.3.17 Provide copies of the contracts**

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

**F.3.18 Provide written reasons for actions taken**

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

**T2.1 additional Returnable Documents**

1. Tenderers are required to submit the following with their tenders.

- (a) Certified copy of a Workmen's Compensation Certificate, Act 4 of 2002,
- (b) Certified copy of Unemployment Insurance Certificate, Act 4 of 2002,

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





RUSTENBURG LOCAL MUNICIPALITY

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- (c) Curriculum vitae of the person who prepares the Contractor's Health and Safety Plan.
- (d) Curriculum vitae of the Health and Safety Officer the successful tenderer intends appointing in accordance with the Occupational Health and Safety Act (Act 85 of 1993).
- (e) Curriculum Vitae of all supervisory staff.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**T2.2.1: Record of Addenda to tender documents**

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

## T2.2.2: Compulsory Enterprise Questionnaire

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

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

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

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

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

Name*	Identity number*	Personal income tax number*

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

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

Company registration number .....

Close corporation number .....

Tax reference number .....

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

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

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

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

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

\*insert separate page if necessary

**Section 7: Record of spouses, children and parents in the service of the state**

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

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



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

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

\*insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Enterprise  
name

\_\_\_\_\_

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

### T2.2.3: Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
<i>Lead partner</i>		Signature. .... Name ..... Designation
		Signature. .... Name ..... Designation
		Signature. .... Name ..... Designation
		Signature. .... Name ..... Designation

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## T2.2.4: Schedule of Proposed Subcontractors

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

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

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

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

*Tenderer* \_\_\_\_\_

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

## T2.2.5: 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.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**T2.2.6: Schedule of the Tenderer's Experience**

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

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

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

\_\_\_\_\_

Contractor

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

## T2.2.7: FINANCIAL REFERENCES

(a) FINANCIAL STATEMENTS

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Employer.

(b) DETAILS OF COMPANY'S BANK

I/We hereby authorise the Employer/Engineer to approach all or any of the following banks for a reference:

DESCRIPTION OF BANK DETAIL	BANK DETAIL APPLICABLE TO COMPANY HEAD OFFICE	BANK DETAIL APPLICABLE TO THE SITE OF THE WORKS
Name of bank		
Branch name		
Branch code		
Street address		
Postal address		
Name of manager		
Telephone number	(    )	(    )
Fax number	(    )	(    )
Account number		

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**T2.2.8: Proposed amendments and qualifications**

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

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

Page	Clause or item	Proposal

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Name \_\_\_\_\_ Position \_\_\_\_\_  
 Tenderer \_\_\_\_\_

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

**T2.2.9: Supervisory and Safety Personnel**

**PREVIOUS EXPERIENCE ON WORKS OF A SIMILAR NATURE DURING THE LAST FIVE YEARS**

Name	% Time on Site	Position (Current)	Service (Years)	Name of Project And year executed	Value of Works	Position Occupied
Contract Manager						
Contractor's Site Agent	100%					
Contractor's Foremen						
Construction Health and Safety Officer	100%					
Contractors Surveyor						

Tenderers shall indicate the percentage of working time these persons will be engaged on site. Tenderers are required to provide copies of curriculum vitas of all supervisory and safety personnel.

Employer     
  Witness 1     
  Witness 2     
  Contractor     
  Witness 1     
  Witness 2



\_\_\_\_\_  
Signed \_\_\_\_\_ Date \_\_\_\_\_  
Name \_\_\_\_\_ Position \_\_\_\_\_  
Tenderer \_\_\_\_\_

Tender  
Part T2: Returnable Documents  
Reference no BID NO: QU/OMM/0027/2024/25 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND INSTALLATION OF PAVING AT LETHABONG RCC FOR A PERIOD OF  
1 MONTH

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

## T2.2.10: Labour Utilisation

### Labour Categories - Definitions

NOTE: These definitions serve as a guideline to complete the following table and will in no respect alter the Project Specifications or Standardised Specifications

#### 1. General Foreman / Foreman

An employee who gives out work to and directly co-ordinates and supervises employees. His duties encompass any one or more of the following activities:

- a) Supervision;
- b) Maintaining discipline;
- c) Ensuring safety on the workplace;
- d) Being responsible to the Contractor for efficiency and production for his portion of the works; and
- e) Performing skilled work, whether in an instructional capacity or otherwise.

#### 2. Charge hand

An employee engaged in any one or more of the following activities:

- a) Being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan;
- b) Giving out work to other employees under his control and supervision;
- c) Ensuring safety on the workplace;
- d) Maintaining discipline; and
- e) Being directly responsible to a general foreman or foreman or the Contractor or the Contractor's representative for efficiency and production for his portion of the works.

#### 3. Artisan

An employee who has successfully completed all prescribed courses at a practical institutional training centre for a particular trade and who has successfully completed the on-site period of training as prescribed and who has successfully passed the prescribed trade tests.

Tender

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**4. Team Leader**

An employee engaged in any one or more of the following activities:

- a) Being employed in a supervisory capacity, but who may also be doing the work of a skilled person;
- b) Giving out work to other employees under his control and supervision;
- c) Maintaining discipline;
- d) Being directly responsible to a Charge hand or a foreman or a general foreman or the employer's authorised representative for efficiency and production for his portion of the works.

**5. Skilled Employee**

An employee engaged in an ancillary trade or an assistant artisan.

**6. Semi-Skilled Employee**

An employee with any specified skills, an apprentice or a trainee-artisan.

**7. Unskilled Employee**

An employee engaged on any task or operation not specified above.

**8. Imported Employee**

Personnel permanently employed by Contractor.

**9. Local Employee**

Temporary workforce employed through Labour Desk.

---

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**MAN DAYS**

Categories	a) No. of Man Days		d) HDI (Y/N)
	b) Imported	c) Local	
1. Contracts Manager			
2. Site Agent			
3. Foreman/Supervisors (specify type)			
3.1 _____			
3.2 _____			
3.3 _____			
4. Safety Inspectors (specify type)			
4.1 _____			
4.2 _____			
5. Charge hands			
6. Artisans			
7. Operators/Drivers			
8. Clerks/ Storeman			

---

                            

Employer      Witness 1      Witness 2      Contractor      Witness 1      Witness 2



Categories	a) No. of Man Days		d) HDI (Y/N)
	b) Imported	c) Local	
9. Team Leader			
10. Skilled Labour			
11. Semi-skilled Labour			
12. Unskilled Labour			

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**T2.2.11: OCCUPATIONAL HEALTH AND SAFETY ACT:  
STATEMENT BY TENDERING ENTITY**

I, \_\_\_\_\_ duly authorised

to represent \_\_\_\_\_ (company name)

in my capacity as \_\_\_\_\_ hereby confirm that I accept full and exclusive responsibility for compliance by myself and all persons who perform work for me with the provisions of the Occupational Health and Safety Act, No. 85 of 1993 (as amended) and all regulations promulgated from time to time, whilst performing work on \_\_\_\_\_

\_\_\_\_\_

I confirm that all employees who perform work on the site shall be properly trained to do this in a manner which is safe and without risk to health and safety to themselves and others in the vicinity and undertake to have our activities adequately supervised in the interest of health and safety.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

\_\_\_\_\_

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**T2.2.12: Site Inspection Certificate**

As required by Clause 2.7 of the Tender Data, I/we certify that I/we have visited the site of the Works and attended the site visit and clarification meeting on the date certified below.

I/we further certify that I am / we are satisfied with the description of the Work and the explanations given by the Engineer at the site visit and clarification meeting.

\_\_\_\_\_  
Signature of Tenderer

\_\_\_\_\_  
Date

**Site Visit**

This will certify that \_\_\_\_\_

representing \_\_\_\_\_

attended a Site Inspection for this Contract on \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
(signed)  
For the Engineer

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

MBD 1

**T2.2.13: Authority of Signatory**

With reference to Clause 2.13.4 of the Tender Data, I/we herewith certify that this tender is submitted by: *(Mark applicable block)*

a company, and attach hereto a certified copy of the required resolution of the Board of Directors

a partnership, and attach hereto a certified copy of the required resolution by all partners

a close corporation, and attach hereto a certified copy of the required resolution of the Board of Officials

a one-man business, and attach hereto certified proof that I am the sole owner of the business submitting this tender

a joint venture, and attach hereto

- an notarially certified copy of the original document under which the joint venture was constituted; and
- certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

*Tenderer* \_\_\_\_\_

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RUSTENBURG LOCAL MUNICIPALITY

**BID NUMBER:** QU/OMM/0027/2024/25    **CLOSING DATE:** 8 NOVEMBER 2024    **CLOSING TIME:** 10H00

**DESCRIPTION:** APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND INSTALLATION OF PAVING AT LETHABONG RCC FOR A PERIOD OF 1 MONTH

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

RUSTENBURG LOCAL MUNICIPALITY  
MISSIONARY MPHENI HOUSE  
CNR BEYERS NAUDE AND NELSON MANDELA DRIVE, RUSTENBURG

**SUPPLIER INFORMATION**

<b>NAME OF BIDDER</b>			
<b>POSTAL ADDRESS</b>			
<b>STREET ADDRESS</b>			
<b>TELEPHONE NUMBER</b>	<b>CODE</b>	<b>NUMBER</b>	
<b>CELLPHONE NUMBER</b>			
<b>FACSIMILE NUMBER</b>	<b>CODE</b>	<b>NUMBER</b>	
<b>E-MAIL ADDRESS</b>			
<b>VAT REGISTRATION NUMBER</b>			
<b>TAX COMPLIANCE STATUS</b>	<b>TCS PIN:</b>	<b>OR</b>	<b>CSD No:</b>
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
<b>TOTAL NUMBER OF ITEMS OFFERED</b>		<b>TOTAL BID PRICE</b>	R
<b>SIGNATURE OF BIDDER</b>	.....	<b>DATE</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b>			

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
<b>DEPARTMENT</b>	SCM	<b>DEPARTMENT</b>	Civil Facilities
<b>CONTACT PERSON</b>	Ms. H Maisela	<b>CONTACT PERSON</b>	Mr F Mohammed
<b>TELEPHONE NUMBER</b>	014 590 3633	<b>TELEPHONE NUMBER</b>	014 590 3152
<b>E-MAIL ADDRESS</b>	<a href="mailto:hmaisela@rustenburg.gov.za">hmaisela@rustenburg.gov.za</a>	<b>E-MAIL ADDRESS</b>	<a href="mailto:fmohammed@rustenburg.gov.za">fmohammed@rustenburg.gov.za</a>

Employer   
  Witness 1   
  Witness 2   
  Contractor   
  Witness 1   
  Witness 2



**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED, COMPLETED WITH A BLACK PEN
- 1.3. THIS BID IS SUBJECT TO THE RLM SUPPLY CHAIN MANAGEMENT POLICY, PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

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

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS: (BIDDER MAY NOT BE DISQUALIFIED ON THIS PART IF INDICATED THAT THEY ARE NOT FOREIGN BASED SUPPLIER)**

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
  - 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO
  - 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
  - 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO
  - 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO
- IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2



**MBD 4: DECLARATION OF INTEREST**

No bid will be accepted from persons in the service of the state.

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

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

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

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

2.2. Identity Number: .....

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

2.4. Company Registration Number: .....

2.5. Tax Reference Number: .....

2.6. VAT Registration Number:.....

2.7. Personal Reference Tax Number.....

2.7.1. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means -

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.8. Are you presently in the service of the state?

**(Tick applicable box)**

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

2.8.1. If yes, furnish particulars. ....

.....

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity; (c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

2.9. Have you been in the service of the state for the past twelve months?

**(Tick applicable box)**

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

2.9.1. If yes, furnish particulars.....

.....

2.10. Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

**(Tick applicable box)**

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

2.10.1. If \_\_\_\_\_ yes, \_\_\_\_\_ furnish particulars.....

.....

2.11. Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

**(Tick applicable box)**

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

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<input style="width: 100%; height: 30px;" type="text"/>	<input style="width: 100%; height: 30px;" type="text"/>	<input style="width: 100%; height: 30px;" type="text"/>	<input style="width: 100%; height: 30px;" type="text"/>	<input style="width: 100%; height: 30px;" type="text"/>	<input style="width: 100%; height: 30px;" type="text"/>
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



2.11.1. If yes, furnish particulars.....

2.12. Are any of the company's directors, trustees, managers, principal shareholders or stakeholders in service of the state?

**(Tick applicable box)**

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

2.12.1. If yes, furnish particulars.....

2.13. Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

**(Tick applicable box)**

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

2.13.1. If yes, furnish particulars.....

2.14. Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

**(Tick applicable box)**

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

2.14.1. If yes, furnish particulars .....

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Employer

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Witness 1

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Witness 2

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Contractor

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Witness 1

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Witness 2





**MBD 5**  
**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

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

1 Are you by law required to prepare annual financial statements for auditing?  \*YES  NO

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?  \*YES  NO

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....

.....

.....

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?  \*YES  NO

3.1 If yes, furnish particulars

.....

.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

*YES	NO
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4.1 If yes, 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.

.....  
Name/s and Surname of Bidder

.....  
Signature

.....  
Position in the Firm/Company

.....2024  
Date

.....  
Employer

.....  
Witness 1

.....  
Witness 2

.....  
Contractor

.....  
Witness 1

.....  
Witness 2



**MBD 6.1 PREFERENCE CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

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

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

**1. GENERAL CONDITIONS**

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

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

1.2 **To be completed by the organ of state**

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 will be applicable in this tender.

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

**2. DEFINITIONS**

(a) "tender"

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

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

**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**3.1. POINTS AWARDED FOR PRICE**

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

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

**3.2.1. POINTS AWARDED FOR PRICE**

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

**4. POINTS AWARDED FOR SPECIFIC GOALS**

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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

**Note to tenderers:** "The tenderer must indicate how they claim points for each preference point system. Points claimed will be verified by RLM using the CSD Report, and preference points will be allocated accordingly. Bidders who fail to complete the table below will NOT be disqualified BUT will not be allocated preference points.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Means of Verification
Rustenburg Jurisdiction	4		Latest (not older than three months) Municipal Account/Traditional Council letter
Rural /Township Businesses	4		Latest (not older than three months) Municipal Account/Traditional Council letter
Black People	2		Valid Sworn Affidavit
Persons with Disability	2		Disability verification letter
Youth	4		Certified ID copy
Women	2		Certified ID copy
SMME's	2		Company registration
<b>Total</b>	<b>20</b>		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process.
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

.....

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

**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).

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</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:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

#### CERTIFICATION

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

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

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of Bidde

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

I, the undersigned, in submitting the accompanying bid: **QU/OMM/0027/2024/25 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND INSTALLATION OF PAVING AT LETHABONG RCC FOR A PERIOD OF 1 MONTH**

(Bid Number and Description)

in response to the invitation for the bid made by:

**RUSTENBURG LOCAL MUNICIPALITY**

(Name of Municipality / Municipal Entity)

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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

**(Name of Bidder): Bidders are required to fill in the name of their company in the space provided above.**

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

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

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.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

---

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**SECTION 38: DECLARATION FORM**

Having examined the BID and the general conditions thereto, I/we hereby certify that the bid price in the bid schedules and the preference points claimed are correct.

I/We furthermore certify that I/we/the Company comply/complies with the issues around Section 38 of the Supply Chain Management Policy inter alia:

**IF ALL IS IN PLACE IN RESPECT OF THE CONTRACTUAL ISSUES LISTED IN THE TABLE BELOW; THE ANSWER SHOULD BE YES. ATTACH SUPPORTING INFORMATION IF ANY OF THE ANSWERS IS NO.**

Note that the Municipality's Procurement Section will verify the statements.

I/we certify the following:

No.	CONTRACTUAL ISSUES	YES	NO
1.	In terms of Section 38 (1) (c) that the Bidder or any of the Directors is not listed as a person prohibited from doing business with the Public Sector		
2.	In terms of Section 38 (1)(d) (i) that the Bidder or any of the Directors does not owe rates and taxes or Municipal service charges to any Municipality that is in any arrears for more than three (3) months. Copies of the latest Municipal service charges statement of the Bidder and the Directors must be attached to the tender/bid document		
3.	In terms of Section 38 (1) (d) (ii) that the Bidder or any of the Directors has not failed to perform satisfactorily on a previous/previous contract/s with the Municipality or any organ of state		
4.	In terms of Section 38 (i) (9) that the Bidder or any of the Directors has not been convicted for fraud or corruption during the past five (5) years		
5.	In terms of Section 38 (i) (9) (iv) that the Bidder or any of the Directors has not been listed in the Register Of Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, (Act No. 12 of 2004)		

.....  
SIGNATURE OF BIDDER

.....2024.  
DATE

.....  
FULL NAME AND SURNAME OF BIDDER IN BLOCK LETTERS

COMPANY NAME: .....

PHYSICAL ADDRESS: .....

TELEPHONE NUMBER: .....

EMAIL ADDRESS: .....

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**CONTRACT**  
**PART 1 (OF 4): AGREEMENTS AND CONTRACT DATA**

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Deed of Guarantee (Pro Forma)
- C1.4 Adjudicator's Agreement (if applicable)

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



**C1.1 Form of Offer and Acceptance**

**Offer**

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

**QU/OMM/0027/2024/25 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND INSTALLATION OF PAVING AT LETHABONG RCC FOR A PERIOD OF 1 MONTH**

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

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

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

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

..... (in figures)

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

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

Name .....

Capacity .....

**for the tenderer**

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

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

\_\_\_\_\_  
Employer                      Witness 1                      Witness 2                      Contractor                      Witness 1                      Witness 2

## Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract 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 1 to 4 above.

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

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

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

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

Name .....

Capacity .....

**for the Employer** Rustenburg Local Municipality  
Missionary Mpheni House  
c/o Beyers Naude & Nelson Mandela Drive  
Rustenburg

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

---

Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



## Schedule of Deviations

Notes :

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

1 Subject .....

Details .....

.....

.....

2 Subject .....

Details .....

.....

.....

3 Subject .....

Details .....

.....

.....

4 Subject .....

Details .....

.....

.....

5 Subject .....

Details .....

.....

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

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

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

**for the tenderer**

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

Name .....

Capacity .....

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

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

**for the Employer**

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

Name .....

Capacity .....

Rustenburg Local Municipality  
Missionary Mpheni House  
c/o Beyers Naude & Nelson Mandela Drive  
Rustenburg

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

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





## C1.2 Contract Data

### GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works (2015) 3rd Edition, published by the South African Institution of Civil Engineering, is applicable to this Contract.

The General Conditions of Contract are not bound into this document but are available at the Contractor's expense. Each party to the contract shall purchase its own copy of the GC 2015, available from  
 South African Institution of Civil Engineering  
 Private Bag X200  
 Halfway House, 1685  
 South Africa  
 Tel: 27(0) 11 805 5947 /48 /53

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

In terms of clause 1.1.1.8 of the General Conditions of Contract for Construction Works (2015) 3rd Edition, published by the South African Institution of Civil Engineering), the following Contact Data apply to this Contract.

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.

#### Part 1: Data Provided by the Employer

Clause	Contract Data
1.1.1.5	Replace the contents of Clause 1.1.1.5 with the following: The "Commencement Date" means the date on which the contractor receives a written instruction from the Employer to commence with the Works. The instruction to commence with the works will not be issued later than 28 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.
1.1.1.13	The Defects Liability Period for the Works shall be 365 days.
1.1.1.14	Add the following to the end of this definition: This clause shall apply <i>mutatis mutandis</i> to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing. The time for achieving practical completion <b>10 Months</b>
1.1.1.15	The Employer is Rustenburg Local Municipality.
1.1.1.16	The Engineer means any Director, Associate or Professional Engineer appointed generally or specifically by the management of the Employer to fulfil the functions of the Engineer in terms of the Conditions of Contract.
1.1.1.26	The pricing strategy is Re-measurement Contract.
1.2.1	Add the following to the clause: 1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise. 1.2.1.4 Posted to the Contractor's address and delivered by the postal authorities.

#### THE CONTRACT Part C1: Agreement and Contract Data

#### C1.2 Contact Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





Clause	Contract Data
	1.2.1.5 Delivered by a courier service and signed for by the recipient or his representative.
1.2.1.2	<p>The address of the Employer is:</p> <p>Rustenburg Local Municipality C/o Beyers Naudé &amp; Nelson Mandela Drive</p> <p>P O Box 550 Rustenburg 0300</p> <p>Tel: +27 (14) 590 3098 Fax: +27 (14) 590 3879</p>
1.3.6	<p>Add the following new Clause:</p> <p>The copyright in all documents, drawings and records (prepared by the Engineer) related in any manner to the Works shall vest in the Employer or the Engineer or both (according to the dictates of the Contract that has been entered into by the Engineer and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.</p>
3.1.3	<p>The Engineer is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <p>3.1.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions.</p> <p>3.1.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the evaluation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11.</p> <p>3.1.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.</p>
4.1.2	<p>Add the following to the clause:</p> <p>The Contractor shall provide the following to the Engineer for retention by the Employer or his assignee in respect of all works designed by the Contractor:</p> <p>4.1.2.1 a Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.1.2.2 proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.1.2.3 design calculations should the Engineer request a copy thereof.</p> <p>4.1.2.4 engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Engineer to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>4.1.2.5 "As-Built" drawings in DXF electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design of the Temporary Works.</p>

**THE CONTRACT**  
**Part C1: Agreement and Contract Data**

**C1.2**  
**Contact Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





Clause	Contract Data
4.3.3	<p>Add the following new clause:</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.</p> <p>The Contractor shall submit an approved Health and Safety Plan to the Engineer within 14 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.</p>
4.3.4	<p>Add the following new clause:</p> <p><b>Contractor's liability as mandatory</b></p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract, it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p>
4.3.5	<p>Add the following new clause:</p> <p><b>Contractor to notify Employer</b></p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p>
4.3.6	<p>Add the following new clause:</p> <p><b>Contractor's Designer</b></p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p>
4.3.7	<p>Add the following new clause:</p> <p>The Ministerial Determination 4, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No 949 of 22 October 2010, as appended to these Contract Data as Annexure A, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p>
4.10.3	<p>Add the following new clause:</p> <p>The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.</p>
5.3.1	<p>Add the following:</p> <p>The documentation required before commencement with Works Execution are:</p>

**THE CONTRACT**  
**Part C1: Agreement and Contract Data**

**C1.2**  
**Contact Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





Clause	Contract Data
	<ul style="list-style-type: none"> <li>• Health and Safety Plan (Refer to Clause 4.3)</li> <li>• Initial Programme (Refer to Clause 5.6)</li> <li>• A detailed cash flow forecast (Refer to Clause 5.6.2.6)</li> <li>• Security (Refer to Clause 6.2)</li> <li>• Insurance (Refer to Clause 8.6)</li> </ul>
5.3.2	<p>Add the following:</p> <p>The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.</p>
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope or Works and/or Site information.
5.6.1	<p>Add the following to the clause:</p> <p>In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings.</p>
5.7.1	<p>Delete the last paragraph of the clause and replace with the following:</p> <p>No such instruction by the Engineer to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined.</p>
5.8.1	<p>The non-working days are Sundays.</p> <p>Special non-working days shall be all South African Statutory holidays and the official building holidays (which commences on 16 December and ends on 10 January).</p>
5.12.3	<p>Delete the contents of the clause and insert the following:</p> <p>If an extension of time is granted, other than an extension resulting from abnormal rainfall in terms of Clause 5.12.5, the Contractor shall be paid such additional time-related General Items as are appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned.</p>
5.12.5	<p>Add the following new clause:</p> <p><b>Extension of time due to Abnormal Rainfall</b></p> <p>Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula:</p> $V = (N_w - N_n) + (R_w - R_n)/20$

**THE CONTRACT**  
**Part C1: Agreement and Contract Data**

**C1.2**  
**Contact Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





Clause	Contract Data																																										
	<p><i>Where:</i></p> <p>V = Extension of time in calendar days for the calendar month under consideration</p> <p>N<sub>w</sub> = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded</p> <p>R<sub>w</sub> = Actual total rainfall in mm recorded during the calendar month under consideration</p> <p>N<sub>n</sub> = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter</p> <p>R<sub>n</sub> = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter</p> <p>Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N<sub>n</sub>, then V shall be taken as being equal to minus N<sub>n</sub>. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.</p> <p>Rainfall records for the period of construction shall be taken on Site. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Engineer or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Engineer's Representative. Access to the measuring gauge(s) shall at all times be under the Engineer's control.</p> <p>The rainfall records applicable to this Contract are those recorded at Weather Station Rustenburg ARG 0511/5234. The following values of N<sub>n</sub> and R<sub>n</sub> shall apply:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Month</th> <th>R<sub>n</sub> (mm)</th> <th>N<sub>n</sub> (days)</th> </tr> </thead> <tbody> <tr><td>January</td><td>130,1</td><td>4</td></tr> <tr><td>February</td><td>94,2</td><td>3</td></tr> <tr><td>March</td><td>75,1</td><td>2</td></tr> <tr><td>April</td><td>60,3</td><td>2</td></tr> <tr><td>May</td><td>9,8</td><td>0</td></tr> <tr><td>June</td><td>5,9</td><td>0</td></tr> <tr><td>July</td><td>1,6</td><td>0</td></tr> <tr><td>August</td><td>7,2</td><td>0</td></tr> <tr><td>September</td><td>18,8</td><td>0</td></tr> <tr><td>October</td><td>57,5</td><td>2</td></tr> <tr><td>November</td><td>89,4</td><td>3</td></tr> <tr><td>December</td><td>105,8</td><td>3</td></tr> <tr><td>TOTAL</td><td>655,7</td><td>19</td></tr> </tbody> </table> <p>No adjustment to the total for time-related preliminary and general items will be applicable for any automatic</p>	Month	R <sub>n</sub> (mm)	N <sub>n</sub> (days)	January	130,1	4	February	94,2	3	March	75,1	2	April	60,3	2	May	9,8	0	June	5,9	0	July	1,6	0	August	7,2	0	September	18,8	0	October	57,5	2	November	89,4	3	December	105,8	3	TOTAL	655,7	19
Month	R <sub>n</sub> (mm)	N <sub>n</sub> (days)																																									
January	130,1	4																																									
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**THE CONTRACT**  
**Part C1: Agreement and Contract Data**

**C1.2**  
**Contact Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





Clause	Contract Data
	extension of time for completion granted in terms of this clause.
5.13.	<p>Delete the contents of the clause and insert the following:</p> <p>5.13.1 If the Contractor fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 5.14.2 to receive a Certificate of Practical Completion for the Works, then the Contractor shall be liable to the Employer for the sum(s) stated below as (a) penalty(ies) for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and the actual Date of Practical Completion of the Works or of the specific portion.</p> <p>The penalty for delay shall be: R3000-00 per calendar day.</p> <p>5.13.2 If before the issue of a Certificate of Practical Completion for the whole of the Works, or for any specific portion thereof that is identified in the Scope of Works, any further part of the Works has been:</p> <p>5.13.2.1 certified as complete in terms of a Certificate of Practical Completion; or</p> <p>5.13.2.2 occupied or used by the Employer, his agents, employees or other contractors (not being employed by the Contractor);</p> <p>then the appropriate penalty for delay referred to in Clause 5.13.1 above shall be reduced by the amount which is determined by the Engineer to be appropriate under the circumstances.</p> <p>5.13.3 The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p> <p>5.13.4 All penalties for which the Contractor becomes liable in terms of Clause 5.13.1 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor.</p> <p>5.13.5 The imposition of any penalties in terms of Clause 5.13.1 shall not limit the right of the Engineer of the Employer to act in terms of Clause 9.2.</p>
5.13.4	<p>Add the following new Clause:</p> <p>If the Contractor shall, without the prior written permission of the Engineer, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract:</p> <ul style="list-style-type: none"> <li>• fail to execute such portions of the Works, or any parts thereof, utilising labour-intensive construction methods strictly in accordance with the provisions of the Contract; or</li> <li>• utilise in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or</li> <li>• utilise in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract.</li> </ul> <p>then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance.</p> <p>The penalty for non-compliance is: 15% of the value of Works specified.</p> <p>The imposition of penalties in terms of this clause shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p>

**THE CONTRACT**  
**Part C1: Agreement and Contract Data**

**C1.2**  
**Contact Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2





Clause	Contract Data
5.16.3	The Latent defect period is 10 years after the issue of the Final Approval Certificate in terms of Clause 15.6.1
6.1.1	Add the following to the clause: Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.
6.2.1	Add the following to this Clause: The amount of the Surety will be 10% of the Contract Price (including Value Added Tax) at the time that the Agreement comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Pro Forma Form of Guarantee bound into the General Conditions of Contract is replaced by the Form of Guarantee (Deed of Surety ship) which is included in Part C1.3 of this document.  This approval or otherwise shall be based upon legal opinion to be provided by the Engineer.
6.8.2	The application of a Contract Price Adjustment factor will not apply to this Contract. "Refer to Contract Price Adjustment Schedule for details".
6.8.3	Price Adjustments for variations in the cost of special materials will be allowed. "The Contractor will be required to provide full details in Part 2 of the Contract Data".
6.8.4	In line 8 delete the words "between the Employer and the Contractor".
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention is 10%. The Limit of Retention Money is 5% of the Contract Price at the time of the Agreement made in terms of the Form of Offer and Acceptance coming into effect.
6.10.4	In line 4 delete the word "said" and insert the word "correct".
6.10.9	Replace the first sentence of the clause with the following: Within 14 days after the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Engineer a final statement claiming final statement of all moneys due to him for additional work ordered by the Engineer after the Certificate of Completion date (save in respect of matters in dispute, in terms of Clause 58, and not yet resolved) plus the remainder of retention monies (subject to Clause 49.5.1) retained by the Employer.
6.11.1.3	Delete "15 %" and replace it with "25%".
8.6.1.3	The limit of indemnity for liability insurance is R5 000 000 per event, the number of events being unlimited.
10.5.3	The number of Adjudication Board Members to be appointed is 1 (One).

**THE CONTRACT**  
**Part C1: Agreement and Contract Data**

**C1.2**  
**Contact Data**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



CONTRACT PRICE ADJUSTMENT SCHEDULE	
Clause	Contract Data
1.1	<p>The application of a Contract Price Adjustment factor will not apply to this Contract. The price adjustment formula provided in the General Conditions of Contract will apply, together with the following coefficients and the definition of the relevant indices indicated below;</p> <p>X=0,10                  a=0.15                  b=0.20                  c=0.55                  d=0.1</p>
1.2	<p>Replace the definitions of the relevant indices with the following:</p> <p>"L" is the "Labour Index" and shall be the "Consumer Price Index" as published in the Consumer Price Index Statistical Release P0141 (Table A – Consumer Price Index and percentage change according to Rustenburg of Statistics South Africa.</p> <p>"P" is the "Plant Index" and shall be the "Civil Engineering Plant" index as published in the Production Price Index Statistical Release P0142.1 (Table 12 – Price Index for selected materials) of Statistics South Africa.</p> <p>"M" is the "Materials Index" and shall be the "Civil Engineering" index as published in the Production Price Index Statistical Release P0142.1 (Table 11 – Production Price for materials used in certain industries) of Statistics South Africa.</p> <p>"F" is the "Fuel Index" and shall be the "Diesel fuel – Coast and Witwatersrand" index as published in the Production Price Index Statistical Release P0142.1 (Table 12 - Production Price Index for selected materials) of Statistics South Africa.</p>
1.3	The base month shall be the month prior to the closing date of this tender.

### Part 2: Data provided by the Contractor

Clause	Contract Data
1.1.1.9	<p>The name of the Contractor is:</p> <hr/> <hr/>
1.2.1.2	<p>The address of the Contractor is:</p> <hr/> <hr/>
6.2.1	The security to be provided by the Contractor shall be one of the following:

#### THE CONTRACT

#### Part C1: Agreement and Contract Data

#### C1.2

#### Contact Data

Employer

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Contractor

Witness 1

Witness 2





Type of Security		Contractor's choice. Indicate "Yes" or "No"	
Cash deposit of 10% of the Contract Sum (Incl. VAT).			
Performance guarantee of 10 % of the Contract Sum (Incl. VAT).			
Retention of 10% of the value of the Works (Incl. VAT).			
Cash deposit of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).			
Performance guarantee of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT).			
6.8.3	The variation in cost of special materials is:		
	Special Material	Method	Price for Base Month

**END OF SECTION**

**THE CONTRACT**  
Part C1: Agreement and Contract Data

**C1.2**  
Contact Data

Employer

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**C1.3. Pro forma Performance guarantee**

Contract No

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

**GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: .....

Physical address: .....

"Employer" means: \_\_\_\_\_

"Contractor" means: \_\_\_\_\_

"Engineer" means: \_\_\_\_\_

"Works" means: \_\_\_\_\_

"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 .....

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.

**Contract**

**C4**

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Employer

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Witness 1

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Witness 2

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Contractor

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Witness 1

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Witness 2



**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 any 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.
5. 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 receipts 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:
  - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
  - 5.2 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
  - 5.3 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.
6. 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 term 1.
7. Where the Guarantor has made payment in term 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.
8. 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 Employer.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. 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.
11. The Guarantor chooses the physical address as stated above for the services of all notices for all purposes in connection herewith.
12. 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 after it has expired.
13. This 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.
14. 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

**Contract**

**C4**

Employer

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Contractor

Witness 1

Witness 2

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).....

**Contract**

**C4**

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



## SPECIFICATIONS/TERMS OF REFERENCE

### GENERAL REQUIREMENTS:

Prices must be inclusive of transportation and labour. All areas where work was carried out needs to be spotless clean after works are done.

### NOTE:

The contract that will be applicable for this project is the General Condition of Contracts (GCC) July 2010. These contracts for construction are legal agreements used in the construction industry to regulate the relationship between the client and the contractor. These contracts provide a framework for managing and executing construction projects, from planning to completion.

The minimum workmanship guarantee is one year.

### Scope of Works

No	Item Description	Quantity
1	HEALTH & SAFETY Allowance for all health and safety requirements as deemed necessary for the successful execution of the project	Sum1
2	TEMPORARY WORKS & PLANT Plant, equipment, sheds, offices and main notice board (Contractor will need single bay independent/free standing scaffold exceeding 2.5m high and not exceeding 7m high)	Sum1
3	HOUSEKEEPING AND COMPLIANCE WITH PRINCIPAL AGENT SITE RULES The contractor will be responsible for a high standard of housekeeping in his site establishment, delivery of materials and goods and removal of rubble, debris, etc, storage areas and construction working areas to the approval of the Principal Agent	Sum1
4	Remuneration of Community Liaison Officer (CLO) for the duration of the contract/project (per site, per month)	Prov. Sum1
5	Repair driveway by creating falls with a grader	100m2
6	Supply and install a driveway Kerb (SABS 927 fig 8c) 500 x 125 x 60mm including excavation, backfilling, etc	48m
7	Earth filling supplied by the contractor compacted to 98% Mod AASHTO density: River sand filling of 50mm Under floors, steps, pavings, etc.	5m3
8	Compaction of surfaces: Compaction of ground surfaces under pavings, etc, including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density.	100m2
9	Paving of cement or clay paving bricks with butt joints on 50mm thick river sand bed with sand and cement mixture swept into joints and hosed down	100m2

Contract

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**PRICING SCHEDULE/ BILL OF QUANTITIES**

NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1.	HEALTH & SAFETY Allowance for all health and safety requirements as deemed necessary for the successful execution of the project	sum	1		
2.	TEMPORARY WORKS & PLANT Plant, equipment, sheds, offices and main notice board (Contractor will need single bay independent/free standing scaffold exceeding 2.5m high and not exceeding 7m high)	sum	1		
3.	HOUSEKEEPING AND COMPLIANCE WITH PRINCIPAL AGENT SITE RULES The contractor will be responsible for a high standard of housekeeping in his site establishment, delivery of materials and goods and removal of rubble, debris, etc, storage areas and construction working areas to the approval of the Principal Agent	sum	1		
4.	Remuneration of Community Liaison Officer (CLO) for the duration of the contract/project (per site, per month)	Prov. Sum	1		
5.	Repair driveway by creating falls with a grader	m2	100		
6.	Supply and install a driveway Kerb (SABS 927 fig 8c) 500 x 125 x 60mm including excavation, backfilling, etc	m	48		
7.	Earth filling supplied by the contractor compacted to 98% Mod AASHTO density: River sand filling of 50mm Under floors, steps, pavings, etc.	m3	5		
8.	Compaction of surfaces: Compaction of ground surfaces under pavings, etc, including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density.	m2	100		
9.	Paving of cement or clay paving bricks with butt joints on 50mm thick river sand bed with sand and cement mixture swept into joints and hosed down	m2	100		
				<b>SUB TOTAL</b>	
				<b>CONTINGENCY 10%</b>	
				<b>15% VAT</b>	
				<b>GRAND TOTAL</b>	

Contract

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Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2