



## NONGOMA LOCAL MUNICIPALITY

**PLANT HIRE FOR INFRASTRUCTURE ROADS MAINTENANCE  
(NTABENIYECALA TO LINDIZWE) SERVICES**

**CIDB CATEGORY: 2CE OR HIGHER**

**CONTRACT DOCUMENT**

**TENDER NUMBER: 9/1 – T26/2025/26**

Name of Tenderer \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tender Sum \_\_\_\_\_

**PREPARED BY:**

Manager Nongoma Local Municipality  
Lot 103 Main Street  
Nongoma  
KZN  
3950

**CLOSING DATE:**

**14 MAY 2026**

Contact Person: Mr. Q. ZULU  
Tel: 035 831 7500  
Fax: 035 831 3152

Contact Person: Mr. M. Zondi  
Tel: 035 831 7500



**EXPANDED PUBLIC WORKS PROGRAMME**

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## **BID PROCEDURES**

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**INVITATION TO TENDER  
NONGOMA LOCAL MUNICIPALITY**



| <b>Bidders are hereby invited to tender their proposal for the below mentioned projects:</b> |                                                                                      |                                 |                      |                                  |
|----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|---------------------------------|----------------------|----------------------------------|
| <b>Tender No:</b>                                                                            | <b>Description:</b>                                                                  | <b>Closing Date and Time:</b>   | <b>CIBD Grading:</b> | <b>Minimum Qualifying Score:</b> |
| 9/1 – T26/2025/26                                                                            | Plant Hire for Infrastructure Roads Maintenance (Ntabeniyecala to Lindizwe) Services | 14 May 2026, Thursday, 12:00 PM | 2CE or Higher        | 70%                              |

**There will be no** tender briefing. Bidders will be taken to site for viewing only on request.

Bid documents can be downloaded freely at the bidder's own cost as from 09 May 2026, Saturday in the e-tender portal website [www.etenders.gov.za](http://www.etenders.gov.za).

All technical enquires about the bid shall be directed to Nongoma Local Municipality's PMU Unit, Mr. Q. Zulu on 035 831 7500 or [qedaz@nongoma.gov.za](mailto:qedaz@nongoma.gov.za).

Tenders must be enclosed in a sealed envelope, addressed to the Municipal Manager of Nongoma Local Municipality and clearly marked: **Tender Number and the description**. Tender document must be deposited into the Tender Box situated at the reception of Nongoma Local Municipality's main offices (Lot 103; Main Street; Nongoma; 3950) on or before 12h00 PM, 14 May 2026, Thursday. No late or faxed or emailed tenders will be considered.

The evaluation and adjudication of tenders will be done in line with the Nongoma Local Municipality's approved Supply Chain Policy, bid document will be evaluated using Responsiveness criteria, Functionality and 80/20 PPPFA with its 2022 regulations. Only tenderers meet minimum qualifying score of **70%** on functionality as detailed in the tender document shall qualify for further evaluation.

**Claims for specific Goals for 20 points allocations**

**To claim 20 points for specific goals, the company must have the**

| <b>GOALS</b>                                                  | <b>POINTS</b> | <b>VERIFICATION METHOD</b>                                            |
|---------------------------------------------------------------|---------------|-----------------------------------------------------------------------|
| <b>Historical Disadvantaged Individual (HDI) Black Person</b> | <b>Max 05</b> | Full CSD report not older than two months                             |
| 100% Black Person Owned                                       | 5             |                                                                       |
| Equal or greater than 51% Black Person Owned                  | 2.5           |                                                                       |
| <b>RDP</b>                                                    | <b>Max 15</b> | Proof of business operating address similar to the one address on CSD |
| Enterprise located in Nongoma Municipality Jurisdiction       | 15            |                                                                       |
| Enterprise located in Zululand District Jurisdiction          | 0             |                                                                       |
| Enterprise located in the KZN Province Jurisdiction           | 0             |                                                                       |
| Enterprise located in South Africa                            | 0             |                                                                       |

Tenders shall be valid for a period of 90 days. The Nongoma Local Municipality does not bind itself to accept the lowest or any tender.

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE**

(As defined in Regulation 1 of the local government: Municipal Supply Chain Management Regulations)

**Ms. NQ. Mzimela-Madwe**  
Acting Municipal Manager

## PART A INVITATION TO BID

|                                                                                                |                                                                                      |               |             |               |          |
|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|---------------|-------------|---------------|----------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY) |                                                                                      |               |             |               |          |
| BID NUMBER:                                                                                    | 9/1-T26/2025/26                                                                      | CLOSING DATE: | 14 MAY 2026 | CLOSING TIME: | 12h00 PM |
| DESCRIPTION                                                                                    | PLANT HIRE FOR INFRASTRUCTURE ROADS MAINTENANCE (NTABENIYECALA TO LINDIZWE) SERVICES |               |             |               |          |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).     |                                                                                      |               |             |               |          |

BID RESPONSE DOCUMENTS SHALL BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS

Lot 103, Main Street, Nongoma and be deposited in the municipality's **bid box** located at the Municipality's main office no later than Thursday, **14 May 2026**. Incomplete, emailed, faxed and late proposal documents will not be considered.

### SUPPLIER INFORMATION

|                                                                    |                                                          |  |                                     |                                                          |  |
|--------------------------------------------------------------------|----------------------------------------------------------|--|-------------------------------------|----------------------------------------------------------|--|
| NAME OF BIDDER                                                     |                                                          |  |                                     |                                                          |  |
| POSTAL ADDRESS                                                     |                                                          |  |                                     |                                                          |  |
| STREET ADDRESS                                                     |                                                          |  |                                     |                                                          |  |
| TELEPHONE NUMBER                                                   | CODE                                                     |  | NUMBER                              |                                                          |  |
| CELLPHONE NUMBER                                                   |                                                          |  |                                     |                                                          |  |
| FACSIMILE NUMBER                                                   | CODE                                                     |  | NUMBER                              |                                                          |  |
| E-MAIL ADDRESS                                                     |                                                          |  |                                     |                                                          |  |
| VAT REGISTRATION NUMBER                                            |                                                          |  |                                     |                                                          |  |
| TAX COMPLIANCE STATUS                                              | TCS PIN:                                                 |  | OR                                  | CSD No:                                                  |  |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | <input type="checkbox"/> Yes <input type="checkbox"/> No |  | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | <input type="checkbox"/> Yes <input type="checkbox"/> No |  |

**[ALL REQUIRED VERIFICATION DOCUMENTS AS LISTED IN THE TENDER ADVERT MUST BE SUBMITTED IN ORDER TO QUALIFY FOR SPECIFIC GOAL POINTS]**

|                                                                                               |                                                                                    |                                                                          |                                                                                        |
|-----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|--------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER PART B:3 ] |
| TOTAL NUMBER OF ITEMS OFFERED                                                                 | .....                                                                              | TOTAL BID PRICE                                                          | R.....                                                                                 |
| SIGNATURE OF BIDDER                                                                           | .....                                                                              | DATE                                                                     | .....                                                                                  |
| CAPACITY UNDER WHICH THIS BID IS SIGNED                                                       | .....                                                                              |                                                                          |                                                                                        |

### BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

### TECHNICAL INFORMATION MAY BE DIRECTED TO:

|                  |                                                                          |                  |                      |
|------------------|--------------------------------------------------------------------------|------------------|----------------------|
| DEPARTMENT       | SUPPLY CHAIN MANAGEMENT                                                  | CONTACT PERSON   | MR. Q. ZULU          |
| CONTACT PERSON   | MR. M. ZONDI                                                             | TELEPHONE NUMBER | 035 831 7500         |
| TELEPHONE NUMBER | 035 831 7500                                                             | FACSIMILE NUMBER | 035 831 3152         |
| FACSIMILE NUMBER | 035 831 3152                                                             | E-MAIL ADDRESS   | qedaz@nongoma.gov.za |
| E-MAIL ADDRESS   | <a href="mailto:scmmanager@nongoma.gov.za">scmmanager@nongoma.gov.za</a> |                  |                      |

Appeals/ objections persons/ tenderers aggrieved by tender award decisions taken by Nongoma Local Municipality, may lodge an appeal within 14 days of the date of the intention to award advertisement. Nongoma Local Municipality shall only consider written appeals/objections clearly stating the reasons for appeal directed to: [mm@nongoma.gov.za](mailto:mm@nongoma.gov.za). **NB:** Appeals/ objections received after 14 days of the published intention to award has lapsed will be considered invalid.

## PART B TERMS AND CONDITIONS FOR BIDDING

| 1. BID SUBMISSION:                                                                                                                                                                                                         |                                                                                                                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1.                                                                                                                                                                                                                       | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.                                                                                                             |
| 1.2.                                                                                                                                                                                                                       | <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE</b>                                                                                                                                     |
| 1.3.                                                                                                                                                                                                                       | THIS BID IS SUBJECT TO THE 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                                                                                                                                                                              |                                                                                                                                                                                                                                     |
| 3.1.                                                                                                                                                                                                                       | IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>                                                                         |
| 3.2.                                                                                                                                                                                                                       | DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>                                                                                               |
| 3.3.                                                                                                                                                                                                                       | DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>                                                                              |
| 3.4.                                                                                                                                                                                                                       | DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>                                                                                   |
| 3.5.                                                                                                                                                                                                                       | IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>                                                                               |
| <b>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.</b> |                                                                                                                                                                                                                                     |

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

SIGNATURE OF BIDDER : .....

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

DATE : .....

**T1.2. BID DATA****1. GENERAL**

The Conditions of Bid in the Standard Conditions of Bid as contained in Annex F of SANS 294 – *Construction Procurement Processes, Methods and Procedures* which contain references to the Bid Data for details that apply specifically to this Bid.

The Bid Data shall be read with the Standard Conditions of Bid in order to expand on the Bidder's obligations and the Employer's undertakings in administering the Bid process in respect of the project under consideration.

The Bid Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Bid.

Each item of Bid Data given below is cross-referenced to the relevant clause in the standard Conditions of Bid.

**2. BID DATA APPLICABLE TO THIS BID**

**F.1.1** The Employer for this Bid is: **Nongoma Municipality**

**F.1.2 Bid Documents**

(a) **The Bid Document** consists of the following:

**BID****T1 : Bidding Procedures**

T1.1 : Bid Notice and Invitation to Bid

T1.2 : Bid Data

**T2 : Returnable Documents**

T2.1 : List of Returnable Documents

T2.2 : Returnable schedules and forms

**CONTRACT****Part 1: Agreements and Contract Data**

C1.1 : Form of Offer and Acceptance

C1.2 : Contract Data

**Part 2: Pricing Data**

C2.1 : Pricing Instructions

C2.2 : Bill of Quantities

**Part 3: Scope of Work**

C3 : Scope of Work

**Part 4: Site Information**

C4 : Site information

(b) **Drawings**, as an Annexure A.

The Bid Document and the drawings shall be obtained from the Employer or his authorized representative at the physical addresses stated in the Bid Notice, upon payment of the deposit stated in the Bid Notice.

**F.1.4 The Employer's Agent is:**

Name : Mr. Qeda Zulu  
Address : Lot 103 Main Street, Nongoma, 3950  
Telephone : (035) 831 7500 Fax: (035) 831 3152  
E-mail Address : qedaz@nongoma.gov.za

**F.1.5 The Employer's right to accept or reject any Bid offer**

The Employer is not obliged to accept the lowest or any Bid offer.

**F.2.1 Eligibility (Responsiveness of Bids)**

A Bidder will not be eligible to submit a Bid if:

- (a) the Contractor submitting the Bid is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
- (b) the Bidder does not have the legal capacity to enter into the contract;
- (c) the Contractor submitting the Bid is 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 the foregoing;
- (d) The Bidder does not comply with the legal requirements stated in the Employer's procurement policy.
- (e) The Bidder cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract
- (f) The Bidder cannot provide proof that he/ she is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
- (g) The Bidder has fully completed the Declaration of Interest, MBD4 (Returnable)
- (h) The Bidder did not make an arithmetic error in the bill of quantities of more than +10% or -10% of his Bid value

Only those Bidders who are registered with the Construction Industry Development Board (CIDB) in a contractor-grading equal to **2 CE** or higher as defined in the Regulations (09 June 2004 and 22 July 2005), in terms of the CIDB Act No 38 of 2000, are eligible to submit Bids for this contract.

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.

Joint ventures are eligible to submit Bids 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 **CE** class of construction work; and
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum Bided for a **2 CE** class of construction work.

**F.2.7 Site visit and clarification meeting (Not Applicable)**

The arrangements for the site inspection visit and clarification meeting are as follows:

Location : Starting at Nongoma Municipal Offices, Lot 103 Main Street, Nongoma

Date : **As Per Bid Invitation**

Starting time : **As Per Bid Invitation**

Enquiries and confirmation of attendance at least one full working day in advance regarding the meeting and site inspection may be directed to:

**Nongoma Municipality**

Name : Mr. Q. Zulu

Telephone No : (035) 831 7500

Fax No. : (035) 831 3152

E-Mail address : qedaz@nongoma.gov.za

**F.2.10 Pricing the Bid offer****(a) Value Added Tax**

The Valued Added Tax (VAT) rate shall be 15% or as otherwise provided for by legislation.

- (b) The successful Bidder shall be required to produce a VAT invoice that shall only be prepared once measurements and valuations for work done in terms of the contract offer have been agreed with the Employers agent and a certificate of payment issued.
- (c) Payment of VAT to non-VAT vendors shall be processed from the month in which the Bidders liability with the South African Revenue Services is effective.

**F.2.11** A Bid offer shall not be considered if alterations have been made to the forms of Bid data or contract data (unless such alterations have been duly authenticated by the Bidder) or if any particulars required therein have not been completed in all respects.

**F.2.12 Alternative Bids**

If a Bidder wishes to submit an alternative Bid offer, the only criteria permitted for such an alternative Bid offer are:

**(a) Individual items**

Individual items offered as alternatives to items in the Bill of Quantities will only be considered if listed and priced in Form I: *Amendments, Qualifications and Alternatives* in Part 2 of the Contract Document, accompanied by a detailed statement as necessary.

**(b) Alternative designs**

Where a Bidder desires to submit alternative Bid involving modifications to the design or method of construction that would alter the character of the Bid, the following procedure must be observed:

- (i) The alternative offer must be accompanied by supporting information, drawings, calculations and a priced alternative Bill of Quantities to enable its technical acceptability, construction time and price to be fully assessed. Such information, drawings and Bill of Quantities must be sufficient for proper evaluation of the Bided alternative, otherwise the offer will not be considered;

- (ii) Any alternative Bid involving modifications to design will be assessed on its merits and may be accepted. An accepted alternative design will become the design for the purpose of the contract.
- (iii) If an alternative design with its priced Bill of Quantities has been accepted, the sum thus Bided for the alternative will not be subject to re-measurement and will be the final amount payable to the Contractor, except only for variations arising from:
- Changes in design parameters ordered by the Municipality;
  - Changes not arising from any failure or fault of the Contractor, but from modifications requested by the Municipality
- (iv) A decision whether or not to adopt a technically acceptable modified design will be governed by the amount of the overall saving and the advantages to the Employer which the modified design can be reliably expected to achieve. Matters to be considered in arriving at the overall saving will include the effect of any deferment in starting date arising from extra time needed for the preparation of an amended contract for signature.
- (v) The Bidder will be liable for all costs necessary for the Municipality to check the alternative design offered.

### **F2.13 Submitting a Bid Offer**

#### **F.2.13.3** Bid offers shall be submitted as an original only.

Under no circumstances whatsoever may the Bid forms be retyped or redrafted.

Photocopies of the original Bid documentation may be used, but an original signature must appear on such photocopies.

#### **F.2.3.5** A two-envelope procedure will not be followed.

### **F.2.15 Closing Time**

The closing time for submission of Bid Offers is: **As Per Bid Invitation** Telephonic, telegraphic, telex, electronic or e-mailed Bids will not be accepted.

### **F.2.16 Bid validity**

The Bid Offer validity period is 90 days from the closing time for submission of Bids.

**F.2.18** 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 criteria.

### **F.2.19 Access**

Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.

### **F.2.22 Return of Bid Documents**

Not applicable.

### **F.2.23 Certificates**

The following certificates must be provided with the Bid:

- Valid Tax Clearance Compliance Status Pin Certificate;
- Company / CC / Trust / Partnership registration certificates;
- Certified copies of ID Certificate (s) of all directors, members and/or shareholders
- VAT Registration Certificate from South African Revenue Services (if applicable);
- Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993);
- Central Supplier's Database Registration Number
- Joint Venture Agreement and Power of Attorney in case of Joint Ventures;
- Valid Contractors CIBD Registration Certificate

- Form of intent by a bank or insurance company to provide a performance guarantee;

**F.3.2 Issue of Addenda**

Change '7 days' in this clause to '2 days'

**F.3.4 Opening of Bid Submissions**

The time and location for opening of the Bid offers are:

Time : ***As Per Bid Invitation***

Date : ***As Per Bid Invitation***

Location / Venue : Nongoma Municipality Offices, Lot 103 Main Street, Nongoma

**F.3.5** The two-envelope system will **not** apply to this Bid.

**F.3.11 Evaluation of Bid Offers**

**F.3.11.1** The Nongoma Local Municipality has adopted a policy in supporting the legislation applicable to procurement of tenders and management of Construction Contracts. To archive the RDP principles, an environment conducive to emerging and SMME's Contractors has to be created. Therefore, the procurement policy adopted by Nongoma Local Municipality will be implemented in this contract to give effect to Section 217 (2) of the Constitution and as published in Government Gazette No. 16085, dated 23 November 1994.

**F.3.11.2** The procedure for evaluation of responsive Tender Offers will be Method 4: Financial Offer, Quality and Preferences.

**F.3.11.3 Method 4: Quality, Financial Offer and Preferences**

Evaluation will be done using a two-stage process in terms of National Treasury Circular No. 53. The procedure to be used for the allocation of points of responsive bids will be Method 4 with the 80/20 Preference Specific Goals. Bids shall be scored for quality on stage one only to pre-qualify bids and only those bids that meet the specified minimum 70% total score for quality shall be considered further on stage two where they will then be evaluated on the basis of the 80/20 Preference Specific Goals.

**F.3.11.2 Evaluation of Tender Offers**

The procedure for evaluation of responsive tenders will be **Method 2: Financial Offer and Preferences Specific Goals** in full compliance with the Preferential Procurement Regulations, 2022 included under Part T2.

Tenders will be evaluated on a two (2) stage basis as follows: -

**Stage 1: Functionality**

Tenderers' experience/ability to undertake works of similar nature will be evaluated in terms of a Functionality Score Card as presented below. Only Tenderers scoring a minimum of 70 points as scored against the scorecard below shall be considered for further evaluation under Stage 2.

| CATEGORY                                                                                                                                                                                                                                                                          | PREFERENCE                                                                                                                                                                                                                                          | MAXIMUM POINTS CLAIMABLE |         |     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------|-----|
| Proof of Experience                                                                                                                                                                                                                                                               | The bidder must submit the signed positive completion certificate with appointment letter reflecting construction of roads/ causeway/ sport fields/ bridges with traceable contact details and name of client. Points will be allocated as follows: | 40                       |         |     |
|                                                                                                                                                                                                                                                                                   | • Both the Completion certificate and appointment letter with value of R1 million and above                                                                                                                                                         |                          | 10 each |     |
|                                                                                                                                                                                                                                                                                   | • Both the Completion certificate and appointment letter with value R500 000.00 to R999 999.99.                                                                                                                                                     |                          | 6 each  |     |
|                                                                                                                                                                                                                                                                                   | NB: Only a maximum of four (4) letters will be accepted and must not be older than 5 years                                                                                                                                                          |                          |         |     |
| Key personnel CVs                                                                                                                                                                                                                                                                 | The bidder must attach the CVs with certified copies of qualification/ License (not older than 3 months) for the site foreman and machine operator.                                                                                                 |                          | 20      |     |
|                                                                                                                                                                                                                                                                                   | Site Foreman (10 points)                                                                                                                                                                                                                            |                          |         | 10  |
|                                                                                                                                                                                                                                                                                   | • Five (5) years and above of experience in Civil Engineering field.                                                                                                                                                                                | 10 Points                |         |     |
|                                                                                                                                                                                                                                                                                   | • 3 to 4 years of experience in Civil Engineering field.                                                                                                                                                                                            | 05 Points                |         |     |
|                                                                                                                                                                                                                                                                                   | • 1 to 2 years of experience in Civil Engineering field.                                                                                                                                                                                            | 01 Points                |         |     |
|                                                                                                                                                                                                                                                                                   | • Non-submission                                                                                                                                                                                                                                    | 0 Points                 |         |     |
|                                                                                                                                                                                                                                                                                   | Machine/ Plant Operator (Grader) (10 points)                                                                                                                                                                                                        |                          |         | 10  |
|                                                                                                                                                                                                                                                                                   | • CV and Operating Licence with experience of 10 years and above in roads projects                                                                                                                                                                  | 10 points                |         |     |
|                                                                                                                                                                                                                                                                                   | • CV and Operating Licence with experience between 5 to 9 years in roads projects                                                                                                                                                                   | 05 points                |         |     |
|                                                                                                                                                                                                                                                                                   | • Non-submission                                                                                                                                                                                                                                    | 0 points                 |         |     |
| Proof of Plant Ownership                                                                                                                                                                                                                                                          | Excavator                                                                                                                                                                                                                                           | 10 Points                | 40      | 40  |
|                                                                                                                                                                                                                                                                                   | 2 x Tipper Trucks                                                                                                                                                                                                                                   | 5 points                 |         |     |
|                                                                                                                                                                                                                                                                                   | Grader                                                                                                                                                                                                                                              | 10 points                |         |     |
|                                                                                                                                                                                                                                                                                   | Roller                                                                                                                                                                                                                                              | 10 points                |         |     |
|                                                                                                                                                                                                                                                                                   | Water Tanker/ Cart                                                                                                                                                                                                                                  | 5 Points                 |         |     |
| NB: If the bidder owns the plant, proof of ownership must be attached (logbook/proof purchase), when leases the plant than half points will be allocated on each plant provided. Bidder to attach original signed letter of intent to lease plant from owner with Logbook Copies. |                                                                                                                                                                                                                                                     |                          |         |     |
| (DOCUMENTARY PROOF MUST BE ATTACHED) TOTAL                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                     |                          |         | 100 |

The minimum number of evaluation points for quality shall be **70** of the total evaluation points. At this stage Bids scoring points less than 70 points will not be considered further in the evaluation process.

**Disqualifying factors**

1. Failure to submit any of the returnable documents
2. Unfinished Project within the specified contract period (3 Months)

**Stage 2: Risk Assessment**

A risk assessment will be done by the municipality.

**Stage 3: Scoring Financial Offer:** Preference points system.

The score for quality will be calculated based on the assessment of the submitted returnable and as per the score card below. The score for quality is to be calculated using the following formula:

$$Wq = W2 \times So / Ms$$

where:

W2 is the percentage score given to quality and equals 100

So is the score for quality allocated to the submission under consideration Ms is the maximum possible score for quality in respect to the submission, which equals 70.

**F.3.13 Acceptance of Bid Offer**

F.3.13.1 Bid Offers will only be accepted on condition that:

- (a) the Bidder has submitted with his/ her Bid a valid Tax Clearance Verification PIN issued by the South African Revenue Services
- (b) the Bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- (c) the Bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;
- (d) the Bidder or any of its directors is not listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- (e) the Bidder has not:
  - (i) abused the Employer's Supply Chain Management System; or
  - (ii) failed to perform on any previous contract and has been given a written notice to this effect.
- (f) the Bidder or a competent authorized representative of the Contractor who submitted the Bid has attended the compulsory clarification meeting and/or site inspection, as specified;
- (g) the Bid offer is signed by a person authorized to sign on behalf of the Bidder;
- (h) a Bidder who submitted a Bid as a Joint Venture has included an acceptable Joint Venture Agreement with his Bid.

**F.3.18 Copies of contract**

The number of paper copies of the signed contract to be provided by the Employer is: **One**.

**F.3.18a Contract Administration and Supervision**

The contract shall be administered and supervised using the General Conditions of Contract 2015 (GCC 2015)

## Annexure F: Standard Conditions of Bid

*(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)*

### F.1 General

#### F.1.1 Actions

The employer and each Bidder submitting a Bid offer shall comply with these conditions of Bid. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

#### F.1.2 Bid Documents

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

#### F.1.3 Interpretation

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

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

**F.1.3.3** For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the Bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other Bided parameters that will affect the value of the financial offer have been taken into consideration
- b) **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 Bid process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the Bid process or the award of a contract arising from a Bid offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **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 Bidder shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a Bidder. The name and contact details of the employer's agent are stated in the Bid data.

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

**F.1.5.1** The employer may accept or reject any variation, deviation, Bid offer, or alternative Bid offer, and may cancel the Bid process and reject all Bid offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a Bidder 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 Bid process or the rejection of all responsive Bid offers re-issue a Bid covering substantially the same scope of work within a period of six months unless only one Bid was received and such Bid was returned unopened to the Bidder.

## **F.2 Bidder's obligations**

### **F.2.1 Eligibility**

Submit a Bid offer only if the Bidder complies with the criteria stated in the Bid data and the Bidder, or any of his principals, is not under any restriction to do business with employer.

### **F.2.2 Cost of Biding**

Accept that the employer will not compensate the Bidder for any costs incurred in the preparation and submission of a Bid offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

### **F.2.3 Check documents**

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

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

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

### **F.2.5 Reference documents**

Obtain, as necessary for submitting a Bid 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 Bid documents by reference.

### **F.2.6 Acknowledge addenda**

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

### **F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which Bidders may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the Bid data.

### **F.2.8 Seek clarification**

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

### **F.2.9 Insurance**

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

### **F.2.10 Pricing the Bid offer**

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

**F.2.10.2** Show VAT payable by the employer separately as an addition to the Bided 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 Bid data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

### **F.2.11 Alterations to documents**

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

**F.2.12 Alternative Bid offers**

**F.2.12.1** Submit alternative Bid offers only if a main Bid offer, strictly in accordance with all the requirements of the Bid documents, is also submitted. The alternative Bid offer is to be submitted with the main Bid offer together with a schedule that compares the requirements of the Bid documents with the alternative requirements the Bidder proposes.

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

**F.2.13 Submitting a Bid offer**

**F.2.13.1** Submit a Bid offer 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 Bid 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 in black ink.

**F.2.13.3** Submit the parts of the Bid offer communicated on paper as an original plus the number of copies stated in the Bid 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 Bid offer where required in terms of the Bid data. The employer will hold all authorized signatories liable on behalf of the Bidder. Signatories for Bidders 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 Bid offer.

**F.2.13.5** Seal the original and each copy of the Bid 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 Bid data, as well as the Bidder's name and contact address.

**F.2.13.6** Where a two-envelope system is required in terms of the Bid data, place and seal the returnable documents listed in the Bid 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 Bid data, as well as the Bidder's name and contact address.

**F.2.13.7** Seal the original Bid 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 Bid data.

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

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

Accept that Bid 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 Bid offer at the address specified in the Bid data not later than the closing time stated in the Bid data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept Bid offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Bid data.

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

**F.2.16 Bid offer validity**

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

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the Bid data for an agreed additional period.

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

Provide clarification of a Bid offer in response to a request to do so from the employer during the evaluation of Bid 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 total of the prices or substance of the Bid offer is sought, offered, or permitted. The total of the prices stated by the Bidder shall be binding upon the Bidder.

**Note:** Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred Bidder 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 Bid offer, the Bidder'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 Bidder 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 Bid 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 Bid 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 Bid documents**

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

**F.2.23 Certificates**

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

**F.3 The employer's undertakings****F.3.1 Respond to clarification**

Respond to a request for clarification received up to five working days prior to the Bid closing time stated in the Bid Data and notify all Bidders who drew procurement documents.

**F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the Bid documents to each Bidder during the period from the date of the Bid Notice until seven days before the Bid closing time stated in the Bid Data. If, as a result a Bidder applies for an extension to the closing time stated in the Bid Data, the Employer may grant such extension and, will then notify it to all Bidders who drew documents.

**F.3.3 Return late Bid offers**

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

**F.3.4 Opening of Bid submissions**

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

**F.3.4.2** Announce at the opening held immediately after the opening of Bid submissions, at a venue indicated in the Bid data, the name of each Bidder whose Bid offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main Bid 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 One-envelope system**

**F.3.5.1** Where stated in the Bid data that a one-envelope system is to be followed, open only the technical proposal of valid Bids in the presence of Bidders' agents who choose to attend at the time and place stated in the Bid data and announce the name of each Bidder whose technical proposal is opened.

**F.3.5.2** Evaluate the quality of the technical proposals offered by Bidders, then advise Bidders 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 Bidders, who score in the quality evaluation above the minimum number of points for quality stated in the Bid data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Bidders whose technical proposals failed to achieve the minimum number of points for quality.

### **F.3.6 Non-disclosure**

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

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

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

### **F.3.8 Test for responsiveness**

Determine, on opening and before detailed evaluation, whether each Bid offer properly received:

- a) meets the requirements of these Conditions of Bid,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the Bid documents.
- d) the Bidder did not make an arithmetic error in the bill of quantities of more than +10% or -10% of his Bid value

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

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the Bidder's risks and responsibilities under the contract, or
- affect the competitive position of other Bidders presenting responsive Bids, if it were to be rectified

Reject a non-responsive Bid 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**

Check responsive Bid offers for arithmetical errors, correcting them in the following manner:

- **If a Bidder makes an arithmetic error of more than  $\pm 15\%$  in the bill of quantities,**
- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a bill of quantities (or schedule of rates) applies and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the 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 will be corrected.
- 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 Bidder's addition of prices, the total of the prices shall govern and the Bidder will be asked to revise selected item prices (and their rates if a bill of quantities applies) to achieve the Bided total of the prices.

Consider the rejection of a Bid offer if the Bidder does not correct or accept the correction of his arithmetical errors in the manner described above.

### F.3.10 Clarification of a Bid offer

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

### F.3.11 Evaluation of Bid offers

#### F3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive Bid offer to a comparative offer and evaluate it using the Bid evaluation method that is indicated in the Bid Data and described below:

|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Method 1:<br>Financial offer                          | 1) Rank Bid offers from the most favourable to the least favourable comparative offer.<br>2) Recommend highest ranked Bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.                                                                                                                                                                                                                                                                                                                                                                                                   |
| Method 2:<br>Financial offer and preferences          | 1) Score Bid evaluation points for financial offer.<br>2) Confirm that Bidders are eligible for the preferences claimed and if so, score Bid evaluation points for preferencing.<br>3) Calculate total Bid evaluation points.<br>4) Rank Bid offers from the highest number of Bid evaluation points to the lowest.<br>5) Recommend Bidder with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.                                                                                                                                    |
| Method 3:<br>Financial offer and quality              | 1) Score quality, rejecting all Bid offers that fail to score the minimum number of points for quality stated in the Bid data.<br>2) Score Bid evaluation points for financial offer.<br>3) Calculate total Bid evaluation points.<br>4) Rank Bid offers from the highest number of Bid evaluation points to the lowest.<br>5) Recommend Bidder with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.                                                                                                                               |
| Method 4:<br>Financial offer, quality and preferences | 1) Score quality, rejecting all Bid offers that fail to score the minimum number of points for quality stated in the Bid data.<br>2) Score Bid evaluation points for financial offer.<br>3) Confirm that Bidders are eligible for the preferences claimed, and if so, score Bid evaluation points for preferencing.<br>4) Calculate total Bid evaluation points.<br>5) Rank Bid offers from the highest number of Bid evaluation points to the lowest.<br>6) Recommend Bidder with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. |

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

#### F.3.11.2 Scoring Financial Offers

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

$$N_{FO} = W_1 \times [1 - (P - P_m) / P_m]$$

where:

$N_{FO}$  = the number of Bid evaluation points awarded for the financial offer.

$W_1$  = the maximum possible number of Bid evaluation points awarded for the financial offer as stated in the Bid Data i.e. 80.

$P_m$  = the comparative offer of the most favourable Bid offer.

$P$  = the comparative offer of Bid offer under consideration.

#### F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Bid Data and calculate total score for quality.

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

If requested by the proposed successful Bidder, submit for the Bidder'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 Bid offer**

**F.3.13.1** Accept Bid offer only if the Bidder satisfies the legal requirements stated in the Bid Data.

**F.3.13.2** Notify the successful Bidder of the employer's acceptance of his Bid offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the Bid data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful Bidder as described in the form of offer and acceptance.

**F.3.14 Notice to unsuccessful Bidders**

After the successful Bidder has acknowledged the employer's notice of acceptance, notify other Bidders that their Bid offers have not been accepted.

**F.3.15. Prepare contract documents**

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

- a) addenda issued during the Bid period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful Bidder, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

**F.3.16 Issue final contract**

Prepare and issue the final draft of contract documents to the successful Bidder for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of Bid require the Bidder to submit, after acceptance by the employer, shall be included.

**F.3.17 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.3.18 Provide copies of the contracts**

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

**NONGOMA MUNICIPALITY****CONTRACT NO. 9/1 – T26/2025/26****PLANT HIRE FOR INFRASTRUCTURE ROADS MAINTENANCE (NTABENIYECAL TO LINDIZWE) SERVICES****T2.1 List of Returnable Documents**

The Bidder must complete the following returnable documents:

Bidder will be disqualified if these documents are not submitted and fully completed

- MBD1
- Certificate of Attendance at Site Meeting (**Not applicable**)
- Contractor's Certificate of Registration with CIDB
- Tax Clearance Compliance Status Pin Certificate - MBD 2
- MBD 3.3 Pricing Schedule for Professional Services
- Declaration of Interest - MBD 4
- Preferencing Claim Form, MBD 6.1
- Declaration of Bidder's Past Supply Chain Management Practices – MBD 8
- Certificate of Independent Bid Determination- MBD 9
- Form of Offer and Acceptance

**1. Returnable Schedules and other Documents Required for Tender Evaluation Purposes**

Schedule 1: Certificate of Attendance at a Bid Site Meeting (**Not Applicable**)

Schedule 2: Record of Addenda to Bid Documents (If Applicable)

Schedule 3: Certificate of Authority for Joint Ventures / Close Corporation/ Partnership/ Company/ Sole Proprietor

(Certified copies of Identity Documents in the case of Sole Proprietor)

Schedule 4: Pricing Schedule (Professional Services), MBD 3

Schedule 5: Declaration of Interest, MBD 4

Schedule 6: Schedule of the Bidder's Experience

Schedule 7: Schedule of Key Personnel

Schedule 7 (a): Format of Curriculum Vitae

Schedule 8: Proposed Amendments, Qualifications and Alternatives

Schedule 9: Schedule of Subcontractors (Not Applicable)

Schedule 10: Schedule of Plant and Equipment

Schedule 11: Tax Verification PIN Certificate, MBD 2

Schedule 12: Preferencing Claim Form, MBD 6.1

Schedule 13: Contractor's Certificate of Registration with CIDB

Failure to submit the above information (compulsory documents) the tender will be disqualified

## **2. Returnable Schedules and Other Documents that will be Incorporated into the Contract**

Schedule 14: Declaration of Bidder's Past Supply Chain Management Practices

Schedule 15: Certificate of Independent Bid Determination, MBD 9

Schedule 16: Execution Programme and Construction Methodology

Schedule 17: Contractors' Health and Safety Declaration

Schedule 18: Contractor's Safety Plan

Schedule 19: Proof of Office Location

Schedule 20: VAT Registration Certificate (if applicable)

Schedule 21: Central Supplier's Database Registration Report

Schedule 22: Proof of Company Bank Account Confirmation Letter

## **5. The offer portion of the C1.1 Offer and Acceptance**

### **6. C1.2 Contract Data (Part 2)**

### **7 C2.2 Bills of quantities**

## RESPONSIVENESS AND VALUATION CRITERIA

**NB:** Nongoma Municipality may verify any information submitted in terms of this bid and any information that is incorrect may result in that bid being automatically disqualified and not considered further.

### RESPONSIVENESS CRITERIA

No bid will be considered by Nongoma Municipality unless it meets the following responsiveness criteria (for the bid to be considered responsive, the bid **must** meet the following requirements amongst others):

#### COMPULSORY RETURNABLE DOCUMENTS:

- The **official Bid document** must be fully completed in indelible black ink. Where the information requested does not apply to the Bidder and the space is left blank, it will be deemed to be incomplete and a bid may be disqualified.
- The Bidder must be in **good standing** to do business with the public sector (not listed in the database of tender defaulters)
- The bidder must adhere to the **Pricing Instructions**,
- The **Municipal Bid Documents (MBDs) 1, 3.3, 4, 6.1, 8, and 9** must be duly completed and signed by the bidder.
- Central Supply Database (CSD) Number
- Valid Tax Clearance Certificate/ Verification PIN,
- ID certificate(s) of all company directors, members and/or shareholders/ Owner,
- Certificate of Authority for Signatory
- Copy of CIPC company registration documents except Sole Traders,
- Valid CIDB Grading 2CE or Higher
- Company Account Confirmation Letter from the Bank
- Department of Labour Valid Letter of Good Standing Compensation for Occupational Injuries and Diseases Act (COIDA) on Construction Class V
- Company municipal utility bill **on rates** with a matching physical/ street address (**NOT** postal address) to the one on CSD, proving no arrears for more than 3 months and must not be older than 2 months from the closing date, in the case where the company is operating in areas where municipal charges are not applicable, Proof of Company Physical/ Street Address (Ward Cllr/ Inkosi) must be submitted or signed lease agreement and municipal utility bill (under landlord's name) **on rates** where a company is renting.
- Record of addendum (if applicable)

#### OTHER RETURNABLE DOCUMENTS THAT MAYBE SUBMITTED:

- Central Supply Database Report (CSD),
- VAT Registration certificate.

Signature: .....

Date: .....

(Of a person authorized to sign on behalf of the Tenderer)

(By signing, you are agreeing to all the above-required documents)

**SCHEDULE 1.****CERTIFICATE OF ATTENDANCE AT A BID SITE MEETING (NOT APPLICABLE)**

This is to certify that (*Bidder*) .....

of (*address*).....

..... was represented by the person(s) named below at the compulsory meeting held for all Bidders at **Nongoma Municipality** offices, Main Street, Creighton, for the contract number **9/1 – T26/2025/26** on ..... **starting at 10H00.**

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

**Particulars of person****(s) attending the meeting:**

Name: ..... Signature: .....

Capacity: .....

Name: ..... Signature: .....

Capacity: .....

**Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:**

Name: ..... Signature: .....

Capacity: ..... Date and Time: .....

**SCHEDULE 2.****RECORD OF ADDENDUM TO BID DOCUMENTS**

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this Bid offer, amending the Bid documents, have been taken into account in this Bid offer.

| ADD. | DATE | TITLE OR DETAILS |
|------|------|------------------|
| 1    |      |                  |
| 2    |      |                  |
| 3    |      |                  |
| 4    |      |                  |
| 5    |      |                  |

SIGNATURE: .....  
(of person authorised to sign on behalf of the Bidder)

DATE: .....

### **SCHEDULE 3.**

#### **CERTIFICATE OF AUTHORITY OF AN ENTITY**

Indicate the status of the Bidder by ticking the appropriate box hereunder. The Bidder must complete the certificate set out below for the relevant category.

| (I)<br>Company | (II)<br>Close<br>Corporation | (III)<br>Partnership | (IV)<br>Joint Venture | (V)<br>Sole Proprietor |
|----------------|------------------------------|----------------------|-----------------------|------------------------|
|                |                              |                      |                       |                        |

#### **(I) CERTIFICATE FOR COMPANY**

I ....., chairperson of the Board of Directors of ....., hereby confirm that by resolution of the Board (copy attached) taken on ..... 20.....,

Mr/Ms ....., acting in the capacity of ....., was authorised to sign all documents in connection with this Bid and any contract resulting from it on behalf of the company.

**Signature of Chairman:** .....

**Signature of Signatory:** .....

#### **As Witnesses:**

1..... Name in Block Letters.....

2..... Name in Block Letters.....

**Date:** .....

**(II) CERTIFICATE FOR CLOSE CORPORATION**

We, the undersigned, being the key members in the business trading as.....

..... hereby authorise Mr/Ms .....,

acting in the capacity of ....., to sign all documents

in connection with the Bid for Contract No ..... and any contract resulting from

it on our behalf.

**Signature of Signatory:** .....

**As Witnesses:**

1..... Name in Block Letters.....

2..... Name in Block Letters.....

**Date:** .....

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

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

**(III). CERTIFICATE FOR PARTNERSHIP**

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

.....hereby authorise Mr/Ms.....

acting in the capacity of ..... , to sign all documents in connection

with the Bid for Contract No ..... and any contract resulting from  
it on our behalf.

**Signature of Signatory:** .....

**As Witnesses:**

1..... Name in Block Letters.....

2..... Name in Block Letters.....

**Date:** .....

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

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

**(IV) CERTIFICATE FOR JOINT VENTURE**

We, the undersigned, are submitting this Bid offer in Joint Venture and hereby authorize Mr/Ms

....., authorized signatory of the company, .....

.....acting in the capacity of lead partner, to sign all documents in connection with the

Bid offer for Contract No .....and any contract resulting from it on our behalf.

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

**Signature of Signatory:** .....

**As Witnesses:**

1..... Name in Block Letters.....

2..... Name in Block Letters.....

**Date:** .....

| NAME OF FIRM | ADDRESS | AUTHORISING SIGNATURE,<br>NAME AND CAPACITY |
|--------------|---------|---------------------------------------------|
| Lead partner |         |                                             |
|              |         |                                             |
|              |         |                                             |
|              |         |                                             |

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

*Attach on this page a Joint Venture agreement and a percentage split of works and scope of works to be split.*

**V) CERTIFICATE FOR SOLE PROPRIETOR**

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

**Signature of Sole owner:** .....

**As Witnesses:**

1..... Name in Block Letters.....

2..... Name in Block Letters.....

**Date:** .....

## **SCHEDULE 4.**

### **MBD 3.3 PRICING SCHEDULE**

|                       |                    |
|-----------------------|--------------------|
| Name of Bidder: ..... | Bid Number: .....  |
| Closing Time: .....   | Closing Date ..... |

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total Estimated time for completion of all phases and including all Expenses inclusive of all applicable taxes for the project. R.....
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

| 4. PERSON AND POSITION | HOURLY RATE | DAILY RATE |
|------------------------|-------------|------------|
| _____                  | R _____     | R _____    |
| _____                  | R _____     | R _____    |
| _____                  | R _____     | R _____    |
| _____                  | R _____     | R _____    |

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

|       |        |      |
|-------|--------|------|
| ----- | R----- | days |
| ----- | R----- | days |
| ----- | R----- | days |
| ----- | R----- | days |

- 5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the Expenses incurred must accompany certified invoices.

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE  | QUANTITY | AMOUNT |
|---------------------------------------|-------|----------|--------|
| -----                                 | ----- | -----    | R..... |
| -----                                 | ----- | -----    | R..... |
| -----                                 | ----- | -----    | R..... |
| -----                                 | ----- | -----    | R..... |

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

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

| DESCRIPTION OF EXPENSE TO BE INCURRED | RATE  | QUANTITY | AMOUNT |
|---------------------------------------|-------|----------|--------|
| -----                                 | ----- | -----    | R..... |
| -----                                 | ----- | -----    | R..... |
| -----                                 | ----- | -----    | R..... |
| -----                                 | ----- | -----    | R..... |
| TOTAL: R.....                         |       |          |        |

6. Period required for commencement with project after Acceptance of bid: .....

7. Estimated man-days for completion of project: .....

8. Are the rates quoted firm for the full period of contract? **YES/ NO**

9. If not firm for the full period, provide details of the basis on which Adjustments will be applied for, for example consumer price

Index.....

.....

.....

## **SCHEDULE 5.**

### **MBD 4**

#### **DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name of bidder or his or her representative.....
  - 3.2 Identity Number: .....
  - 3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>).....
  - 3.4 Company Registration Number: .....
  - 3.5 Tax Reference Number.....
  - 3.6 VAT Registration Number.....
  - 3.7 The names of all directors / trustees / shareholders' members, their individual identity Numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? **YES / NO**
  - 3.8.1 If yes, furnish particulars.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars (CSD Numbers):

.....

.....

.....

.....

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

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |

.....  
**Signature**.....  
**Date**.....  
**Capacity**.....  
**Name of Bidder**

**SCHEDULE 6.**

## SCHEDULE OF THE BIDDER'S EXPERIENCE

The Bidder shall enter in the spaces provided below a list of relevant Access Roads projects. This information is deemed to be material to the award of the contract and is taken into account in the calculation of the adjudication points. Failure to provide this information your document will be excluded. Attach on this page reference letters from previous employers, the letters should be in the institutions' letter heads and completion certificates.

| <b>Employer: Contact Person and Telephone Number</b> | <b>Consulting Engineer: Contact Person and Telephone Number</b> | <b>Nature of Work</b> | <b>Value of Work (inclusive of VAT)</b> | <b>Date Completed or Expected to be Completed</b> |
|------------------------------------------------------|-----------------------------------------------------------------|-----------------------|-----------------------------------------|---------------------------------------------------|
|                                                      |                                                                 |                       |                                         |                                                   |
|                                                      |                                                                 |                       |                                         |                                                   |
|                                                      |                                                                 |                       |                                         |                                                   |
|                                                      |                                                                 |                       |                                         |                                                   |
|                                                      |                                                                 |                       |                                         |                                                   |
|                                                      |                                                                 |                       |                                         |                                                   |
|                                                      |                                                                 |                       |                                         |                                                   |
|                                                      |                                                                 |                       |                                         |                                                   |
|                                                      |                                                                 |                       |                                         |                                                   |
|                                                      |                                                                 |                       |                                         |                                                   |
|                                                      |                                                                 |                       |                                         |                                                   |
|                                                      |                                                                 |                       |                                         |                                                   |
|                                                      |                                                                 |                       |                                         |                                                   |
|                                                      |                                                                 |                       |                                         |                                                   |
|                                                      |                                                                 |                       |                                         |                                                   |

SIGNATURE: .....  
(of person authorised to sign on behalf of the Bidder)

DATE: .....

## **SCHEDULE 7.**

### **KEY PERSONNEL**

In terms of the Project Specification and the Conditions of Bid, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Bidder shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

| Category of Employee                          | Number of Persons                                    |         |                                                       |         |                                                          |         |
|-----------------------------------------------|------------------------------------------------------|---------|-------------------------------------------------------|---------|----------------------------------------------------------|---------|
|                                               | Key Personnel, Part of the Contractor's Organisation |         | Key Personnel to be imported if not available locally |         | Unskilled Personnel to be recruited from local community |         |
|                                               | HDI                                                  | NON-HDI | HDI                                                   | NON-HDI | HDI                                                      | NON-HDI |
| Site Agent, Project Managers                  |                                                      |         |                                                       |         |                                                          |         |
| Foremen, Quality Control and Safety Personnel |                                                      |         |                                                       |         |                                                          |         |
| Technicians, Surveyors, etc.                  |                                                      |         |                                                       |         |                                                          |         |
| Artisans and other Skilled workers            |                                                      |         |                                                       |         |                                                          |         |
| Plant Operators                               |                                                      |         |                                                       |         |                                                          |         |
| Unskilled Workers                             |                                                      |         |                                                       |         |                                                          |         |
| Others:                                       |                                                      |         |                                                       |         |                                                          |         |
| .....                                         | .....                                                | .....   | .....                                                 | .....   | .....                                                    | .....   |
| .....                                         | .....                                                | .....   | .....                                                 | .....   | .....                                                    | .....   |
| .....                                         | .....                                                | .....   | .....                                                 | .....   | .....                                                    | .....   |
| .....                                         | .....                                                | .....   | .....                                                 | .....   | .....                                                    | .....   |
| .....                                         | .....                                                | .....   | .....                                                 | .....   | .....                                                    | .....   |

SIGNATURE: .....  
(of person authorised to sign on behalf of the Bidder)

DATE: .....

**SCHEDULE 7. (a)**

## CURRICULUM VITAE OF KEY PERSONNEL

[illegible]**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications, and my experience.

Date: .....

Signature:.....

The Bidder must countersign indicating agreement with the contents of this form.

Date: .....

Signature of Bidder: .....

[illegible]

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

Date: .....

Signature: .....

The Bidder must countersign indicating agreement with the contents of this form.

Date: .....

Signature of Bidder: .....

## **SCHEDULE 8.**

### **I. AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES**

*(This is not an invitation for amendments, deviations or alternatives but should the Bidder desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).*

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

**(a) AMENDMENTS**

| PAGE, CLAUSE OR<br>ITEM NO | PROPOSED AMENDMENT |
|----------------------------|--------------------|
|                            |                    |
|                            |                    |
|                            |                    |
|                            |                    |
|                            |                    |
|                            |                    |

**[Notes:** (1) Amendments to the General and Special Conditions of Contract are not acceptable;

(2) The Bidder must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his Bid.]

**(b) ALTERNATIVES**

| PROPOSED ALTERNATIVE | DESCRIPTION OF ALTERNATIVE |
|----------------------|----------------------------|
|                      |                            |
|                      |                            |
|                      |                            |
|                      |                            |
|                      |                            |

**[Notes:** (1) Individual alternative items that do not justify an alternative Bid, and an alternative offer for time for completion should be listed here.

(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc., and a detailed statement setting out the salient features of the proposed alternatives must accompany the Bid.

(3) Alternative Bids involving technical modifications to the design of the works and methods of construction shall be treated separately from the main Bid offer.]

**(c) DISCOUNTS**

| ITEM ON WHICH DISCOUNT IS OFFERED | DESCRIPTION OF DISCOUNT OFFERED |
|-----------------------------------|---------------------------------|
|                                   |                                 |
|                                   |                                 |
|                                   |                                 |
|                                   |                                 |
|                                   |                                 |
|                                   |                                 |

**[Note:** The Bidder must give full details of the discounts offered in a covering letter attached to his Bid, failing which, the offer will be prejudiced]

SIGNATURE: .....  
(of person authorised to sign on behalf of the Bidder)

DATE: .....

## **SCHEDULE 9.**

### **SCHEDULE OF PROPOSED SUB-CONTRACTORS (NOT APPLICABLE)**

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 or building, are registered as home builders with the National Home Builders Registration Council in accordance with the Housing Consumers Protection Measures Act, 1998 (Act 95 of 1998, as amended by Act 27 of 1999).

|           | <b>Name and address of proposed Subcontractor</b> | <b>Nature and extent of work</b> | <b>Previous experience with Subcontractor.</b> |
|-----------|---------------------------------------------------|----------------------------------|------------------------------------------------|
| <b>1.</b> |                                                   |                                  |                                                |
| <b>2.</b> |                                                   |                                  |                                                |
| <b>3.</b> |                                                   |                                  |                                                |
| <b>4.</b> |                                                   |                                  |                                                |
| <b>5.</b> |                                                   |                                  |                                                |

Signed .....

Date .....

Name .....

Position .....

Bidder .....

## **SCHEDULE 10.**

### **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 Bid 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 and proof of ownership

(b) Details of major equipment that will be hired, or acquired for this contract if my/our Bid is acceptable. Hired plant will score half the points for in-house plant.

| Quantity | Description, size, capacity, etc. |
|----------|-----------------------------------|
|          |                                   |

Attach additional pages if more space is required and proof of arrangement for hiring plant or equipment.

Signed .....

Date .....

Name .....

Position .....

*Bidder* .....

## **SCHEDULE 11.**

### **TAX CLEARANCE COMPLIANCE STATUS PIN CERTIFICATE**

### **MBD 2**

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

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

***[Tax Clearance Compliance Status Pin Certificate obtained from SARS to be inserted here]***

## **SCHEDULE 12.**

### **MBD 6.1**

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

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

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

#### **1. GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is

adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

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

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:

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (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.

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

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

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

| The specific goals allocated points in terms of this tender                                                                                                                                                                | Number of points allocated (80/20 system)<br>(To be completed by the organ of state) | Number of points claimed (80/20 system)<br>(To be completed by the tenderer) |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| <b>Historical Disadvantaged Individual (HDI) Black Person</b><br>100% Black Person Owned<br>Equal or greater than 51% Black Person Owned                                                                                   | 05                                                                                   |                                                                              |
| <b>RDP</b><br>Enterprise located in Nongoma Municipality Jurisdiction<br>Enterprise located in Zululand District Jurisdiction<br>Enterprise located in the KZN Province Jurisdiction<br>Enterprise located in South Africa | 15                                                                                   |                                                                              |
| <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

#### 4.6 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

#### 4.7 COMPANY CLASSIFICATION

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

#### 4.8 MUNICIPAL INFORMATION

Municipality where business is situated .....

Registered Account Number .....

Stand Number .....

#### 4.9 TOTAL **NUMBER OF YEARS** THE COMPANY/FIRM HAS BEEN IN BUSINESS.....

**4.10** I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the Specific Goals indicated in paragraph 5 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 5, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the Specific Goals has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

**WITNESSES:**

1. ....

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

4. ....

DATE:.....

ADDRESS:.....

.....

.....

.....

### **SCHEDULE 13.**

#### **CIDB REGISTRATION CERTIFICATE OF AN ENTITY**

**Important note to Bidder: Bidders to attach here a certified copy of CIDB grading certificate and complete the number on the spaced provided.**

1. CIDB Registration No.....
2. CIDB Grading                .....

## **SCHEDULE 14.**

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 Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

| Item  | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Yes                             | No                             |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.1   | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?<br><br>(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).<br><br><b>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.</b> | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                 |                                |
| 4.2   | Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br><b>Register for Bid Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>                                                                                                                                                                                                                                                                                          | Yes<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |

|             |                                                                                                                                                                                                                                        |                                 |                                |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.3.1       | If so, furnish particulars:                                                                                                                                                                                                            |                                 |                                |
| <b>Item</b> | <b>Question</b>                                                                                                                                                                                                                        | <b>Yes</b>                      | <b>No</b>                      |
| 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<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.7.1       | If so, furnish particulars:                                                                                                                                                                                                            |                                 |                                |

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

## **SCHEDULE 15.**

**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.

MBD 9

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

Tender Number \_\_\_\_\_

Description \_\_\_\_\_

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Municipality / Municipal Entity)

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

**MBD 9**

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<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.**

**MBD 9**

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

## **SCHEDULE 16.**

### **EXECUTION PROGRAMME AND CONSTRUCTION METHODOLOGY**

The Bidder shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Bid.

The Execution Programme must be based on the completion time as specified in the Contract Data.

**PLEASE NOTE:** the cashflow projections from the contractor (to be submitted before commencement of the execution of the contract) must be in accordance with this execution plan in order to ensure proper cashflow management by the Department and to minimise delayed payments.

#### **PROGRAMME**

| ACTIVITY | WEEKS / MONTHS |  |  |  |  |  |  |  |  |  |  |  |  |  |
|----------|----------------|--|--|--|--|--|--|--|--|--|--|--|--|--|
|          |                |  |  |  |  |  |  |  |  |  |  |  |  |  |
|          |                |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|          |                |  |  |  |  |  |  |  |  |  |  |  |  |  |
|          |                |  |  |  |  |  |  |  |  |  |  |  |  |  |
|          |                |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|          |                |  |  |  |  |  |  |  |  |  |  |  |  |  |
|          |                |  |  |  |  |  |  |  |  |  |  |  |  |  |

The bidder should attach Construction Methodology and Programme.

SIGNATURE: .....  
(of person authorised to sign on behalf of the Bidder)

DATE: .....

## **SCHEDULE 17**

### **CONTRACTOR'S HEALTH AND SAFETY DECLARATION**

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2003.

To that effect a person duly authorised by the Bidder must complete and sign the declaration hereafter in detail.

#### **Declaration by Bidder**

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
  - (a) From my own competent resources as detailed in 4(a) hereafter: ..... **\*Yes / No**
  - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ..... **\*Yes / No**
  - (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter: ..... **\*Yes / No**

(\* = delete whatever is not applicable)
4. Details of resources I propose:

*(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 6, and competent persons as defined in Regulations 7, 8, 10, 11, 12, 14, 15, 18, 21(1), 22, 26 and 27, as applicable to this contract)*

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

| NAMES OF COMPETENT PERSONS | POSITIONS TO BE FILLED BY COMPETENT PERSONS |
|----------------------------|---------------------------------------------|
|                            |                                             |
|                            |                                             |
|                            |                                             |
|                            |                                             |
|                            |                                             |
|                            |                                             |

- (a) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:
- (i) By whom will training be provide.....
  - (ii) When will training be undertaken? .....
  - (iii) List the positions to be filled by persons to be trained or hired:  
.....  
.....

- (c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor.....

Qualifications or details of competency of the subcontractor: .....

5. I hereby undertake, if my Bid is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
7. I hereby confirm that adequate provision has been made in my Bided rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my Bid will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: .....  
(of person authorised to sign on behalf of the Bidder)

DATE: .....

**SCHEDULE 18.****CONTRACTOR'S SAFETY PLAN**

***[The Bidder shall attach to this page the Contractor's Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003 and referred to in T2.1.]***

## **SCHEDULE 19.**

### **PROOF OF OFFICE LOCATION**

**The Tenderer's Municipality Statements or Lease Agreement or Tribunal Letter as proof of location of office to be inserted here not older than 3 months.**

## **SCHEDULE 20.**

### **VAT REGISTRATION CERTIFICATE**

**The Tenderer's VAT Registration Certificate to be inserted here.**

## **SCHEDULE 21.**

### **CENTRAL SUPPLIER'S DATABASE REGISTRATION REPORT**

**The Tenderer's Central Supplier's Database Registration Report to be inserted here**

## **SCHEDULE 22.**

### **PROOF OF BANKING DETAILS**

**The Tenderer's shall insert here a copy of cashed cheque for the company or letter from the bank here.**

# The Contract

## Part C1: Agreement and Contract Data

|      |                                                          |
|------|----------------------------------------------------------|
| C1.1 | Form of Offer and Acceptance                             |
| C1.2 | Contract Data                                            |
|      | C1.2.1 Conditions of Contract                            |
|      | C1.2.2: Part A: Contract Data Provided by The Employer   |
|      | C1.2.2: Part B: Contract Data Provided by The Contractor |
| C1.3 | Form of Guarantee                                        |
| C1.4 | Agreement with Adjudicator                               |
| C1.5 | Agreement in Terms of the Occupation Health and Safety   |

## Part C2: Pricing data

|      |                                          |
|------|------------------------------------------|
| C2.1 | Pricing Instructions                     |
| C2.2 | Activity Schedule or Bills of Quantities |

## Part C3: Scope of Work

|      |               |
|------|---------------|
| C3.1 | Scope of Work |
|------|---------------|

## Part C4: Site information

|    |                  |
|----|------------------|
| C4 | Site Information |
|----|------------------|

## **THE CONTRACT**

### **PART C1: AGREEMENT AND CONTRACT DATA**

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

**NONGOMA MUNICIPALITY****CONTRACT NUMBER 9/1 – T26/2025/26****PLANT HIRE FOR INFRASTRUCTURE ROADS MAINTENANCE (NTABENIYECALA TO LINDIZWE) SERVICES****C1.1 Form of Offer and Acceptance****Offer** (To be filled by tenderer)

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

Contract Number: **9/1 – T26/2025/26**, Project Description: **PLANT HIRE FOR INFRASTRUCTURE ROADS MAINTENANCE (NTABENIYECALA TO LINDIZWE) SERVICES**

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 .....

**Form of Offer and Acceptance (continued)****Acceptance** (To be filled by Employer)

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 fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one 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**      **Nongoma Municipality  
Lot 103 Main Street, Nongoma**

Name and  
signature  
of witness      .....

Date .....

**Form of Offer and Acceptance (continued)****Schedule of Deviations**

|                 |       |
|-----------------|-------|
| 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.

## **THE CONTRACT**

### **PART C1: AGREEMENT AND CONTRACT DATA**

#### **C1.2 Contract Data**

## PART C1: AGREEMENT AND CONTRACT DATA

### C1.2 CONTRACT DATA

#### C1.2.1 CONDITIONS OF CONTRACT

##### GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works – Third Edition 2015", issued by the South African Institution of Civil Engineering. (Short title: "**General Conditions of Contract for Construction Work 2015**") and can be obtained from:

##### SAICE

SAICE House  
Block 19  
Thornhill Office Park  
Becker Street  
MIDRAND  
1685  
Gauteng Province  
Tel: (011) 805-5947  
Fax: (011) 805-5971.

It is agreed that the only variations from the General Conditions of Contract 2010 are those set out hereafter under "Special Conditions of Contract".

##### SPECIAL CONDITIONS OF CONTRACT

#### 1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions shall amplify, modify or supersede, as the case may be, the **General Conditions of Contract 2015** to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or sub clause in the **General Conditions of Conditions 2015**, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

#### 2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

No amendments.

**APPENDIX A: TRANSFER OF RIGHTS****TRANSFER OF RIGHTS AND INDEMNITY (To be completed during construction by successful Tenderer only)**

Claim for materials on site, Payment Certificate No. .... Date: .....

Contract No: ..... For (contract title) .....

I, the undersigned (name of signatory) ..... in my capacity as

..... of (name of Contractor) .....

duly authorised hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto, unto and in favour of (name of Employer) .....

..... Insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the Contractor's sequestration or liquidation or of any defect in the Contractor's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.

This transfer shall become effective upon conclusion of the Contractor receiving payment from the Employer or from any other person on behalf of the Employer for the materials and goods as Materials on Site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

**This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table.**

| Description of Item                | Unit | Quantity | Rate | Amount | Supplier |
|------------------------------------|------|----------|------|--------|----------|
|                                    |      |          |      |        |          |
|                                    |      |          |      |        |          |
|                                    |      |          |      |        |          |
|                                    |      |          |      |        |          |
|                                    |      |          |      |        |          |
| Total Value of Materials and goods |      |          |      |        |          |

**Signed by:** ..... **Date:** .....  
for and on behalf of the Contractor.

**Witnessed by:** ..... **Date:** .....

**NOTE:** This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of **Clause 6.10.1.5** of the **General Conditions of Contract 2015**.

## **PART C1: AGREEMENT AND CONTRACT DATA**

### **C1.2: CONTRACT DATA**

#### **C1.2.2 PART A: Data Provided by the Employer**

#### **C1.2.2 PART B: Data Provided by the Contractor**

## C1.2.2 CONTRACT DATA (Applicable to this Contract)

### PART A: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

| REFERENCE                       | CONTRACT SPECIFIC DATA BY THE EMPLOYER                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Clause 1.1.14:<br>Clause 1.2.2: | <p><b>Name of Employer: Nongoma Municipality</b><br/> <b>Address of Employer:</b></p> <p><u>Physical:</u><br/> Nongoma Municipal Offices<br/> Lot 103, Main Street<br/> Nongoma<br/> 3950</p> <p>Telephone No: Telephone No: (035) 831 7500      Fax No: (035) 831 3152<br/> E-Mail: qedaz@nongoma.gov.za</p>                                                                                                                       |
| Clause 1.1.15:                  | <b>Name of Engineer:</b> Inhouse Project                                                                                                                                                                                                                                                                                                                                                                                            |
| Clause 1.2.2:                   | <p><b>Address of Engineer: PMU Offices</b></p> <p><u>Physical:</u><br/> Nongoma Municipality<br/> Lot 103, Main Street<br/> Nongoma, 3950</p>                                                                                                                                                                                                                                                                                       |
| Clause 1.6 & 38.1:              | <p>Special non-working days are public holidays, Saturdays and Sundays; and the following statutory public holidays as declared by National or Regional Government:</p> <p>New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill including the construction industry year end break.</p> |
| Clause 1.6:                     | The year-end break commences on the first working day after 15 December and ends on the first working day after 5 January of the next year and in this contract, it starts on <b>16<sup>th</sup> December 2026</b> and ends on <b>6<sup>th</sup> January 2027</b> .                                                                                                                                                                 |
| Clause 2.3:                     | The Engineer is required to obtain the specific approval of the Employer for the following: The Engineer requires the <b>Municipal</b> approval in order to authorise any expenditure in excess of the tender Sum plus 15% Contingencies.                                                                                                                                                                                           |
| Clause 7.1:                     | The Guarantee shall be delivered within 14 days after the Employer has informed the Contractor <i>in writing</i> that his tender has been accepted. The Form of Acceptance will however not be signed by the Employer before the receipt of a guarantee acceptable to the Employer. Deed of Guarantee is applicable to this contract.                                                                                               |

| REFERENCE         | CONTRACT SPECIFIC DATA BY THE EMPLOYER                                                                                                       |
|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| Clause 6.2.1:     | The time to deliver the Deed of Guarantee is within 14 Days of the Commencement Date.                                                        |
| Clause 6.2.1:     | The Liability of the Guarantee shall be 10%.                                                                                                 |
| Clause 5.3.1:     | The contractor shall commence executing the work within 14 days of the Commencement date.                                                    |
| Clause 5.6.1:     | The Contractor shall deliver his programme of work within 14 days of the Commencement date.                                                  |
| *                 |                                                                                                                                              |
| Clause 8.6.1.1.2: | The value of materials supplied by the Employer to be included in the insurance sum is <b><u>R0. 00.</u></b>                                 |
| Clause 8.6.1.1.3: | The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is <b><u>R100 000.00</u></b>         |
| Clause 8.6.1.2:   | Special risk insurance issued by SASRIA is required.                                                                                         |
| Clause 8.6.1.3:   | The limit of indemnity for liability insurance is <b>R 5 000 000.00</b> for any single liability claim.                                      |
| Clause 6.5.1.2.3: | The percentage allowance to cover overhead charges is <b>15%</b> .                                                                           |
| Clause 5.6.1:     | The Works shall be completed within <b><u>amount stated on the cover page</u></b> including special non-working days and the year-end break. |
| Clause 5.13.1:    | The penalty for failing to complete the works is <b>R1500</b> per <b><u>Calendar Day</u></b> .                                               |
| Clause 6.8.1:     | The rates and/or prices stated in the Pricing Data shall be final and binding throughout the period of the Contract.                         |

| REFERENCE        | CONTRACT SPECIFIC DATA BY THE EMPLOYER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Clause 6.8.3:    | Price adjustments for variations in the costs of special materials are not allowed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Clause 6.10.1.5: | The percentage advance on materials not yet built into the Permanent Works is: <b>80%</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Clause 6.10.3:   | The percentage retention on the amounts due to the Contractor is 10 % excluding contract price adjustment, contingencies and VAT.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Clause 6.10.6.1: | A Retention money guarantee is permitted limited to 50%.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Clause 7.8.1:    | The Defects Liability Period is applicable to this contract and is 12 months measured from the date of the Certificate of Completion.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Clause 10.2:     | Dispute Resolution shall be by Amicable settlement / Adjudication / Arbitration.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Clause 10.3:     | <ol style="list-style-type: none"> <li>1. The Adjudicator shall be reimbursed at the hourly rate of R650.00 in respect of all time spent upon or in connection with the adjudication including time spent travelling.</li> <li>2. The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to. <ol style="list-style-type: none"> <li>(a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs.</li> <li>(b) Telegrams, telex, faxes and telephone calls.</li> <li>(c) Postage and similar delivery charges.</li> <li>(d) Travelling, hotel expenses and other similar disbursements.</li> <li>(e) Room charges.</li> <li>(f) Charges for legal advice or technical advice obtained in accordance with the Procedure.</li> </ol> </li> <li>3. The Adjudicator shall be paid an appointment fee of R 7 500.00. This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and / or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties</li> <li>4. The Adjudicator is currently registered for Value Added Tax (VAT).</li> <li>5. Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.</li> <li>6. All payments other than the appointment fee (item 3) shall become due 7 days after receipt of invoice thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.</li> </ol> |

**C1.2.2: CONTRACT DATA (Applicable to this contract)****PART B: DATA PROVIDED BY THE CONTRACTOR**

The following contract specific data are applicable to this contract.

**REFERENCE****CONTRACT SPECIFIC DATA BY THE CONTRACTOR**

Clause 1.8: **Name of Contractor:** .....

Clause 1.2.2: **Address of the Contractor:**

Physical:

Postal:

.....

.....

.....

.....

.....

.....

.....

.....

E-Mail: .....

Telephone No: ..... Fax No: .....

Clause 6.8.3: The variation in cost of all special materials is to be provided in the Table SM 1 for special materials.

The rates and prices for the special materials shall be furnished by the Tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. The quoted price is the ruling price on the 1<sup>st</sup> of Month prior to close of tender.

**TABLE: SM1**

| Special Materials          | Unit* | Rate or Price for the base month |
|----------------------------|-------|----------------------------------|
| Interlocking paving bricks | ..... | .....                            |
| Concrete                   | ..... | .....                            |
| Steel Reinforcing          | ..... | .....                            |

\* Indicate whether the material shall be delivered in bulk or in containers. When called upon to do so, the Contractor shall substantiate the above rates or prices with acceptable documentary evidence.

Signed on behalf of Tenderer: .....

**REFERENCE****CONTRACT SPECIFIC DATA BY THE CONTRACTOR**

Clause 4.4.3:

**Selection of Sub-Contractors**

The Tenderer shall list below the Subcontractors and Suppliers whom he intends to appoint in respect of the various specialist items of work to be done or goods supplied on this contract. Alternatives may be mentioned.

The Tenderer shall state whether he intends to carry out any specialised work or supply of goods himself.

Acceptance of this tender shall not be construed as approval of all or any of the listed specialist Subcontractors or Suppliers. Should any of or all of the specialist Subcontractors or Suppliers not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a Subcontractor or Supplier not listed below being approved by the Employer.

**SCHEDULE OF SPECIALIST SUB-CONTRACTORS AND SUPPLIERS**

| Specialised Item | Name and Details of Specialist Sub-Contractors |
|------------------|------------------------------------------------|
|                  |                                                |
|                  |                                                |
|                  |                                                |
|                  |                                                |
|                  |                                                |
|                  |                                                |
|                  |                                                |
|                  |                                                |
|                  |                                                |

Signed on behalf of Tenderer: .....

## **THE CONTRACT**

### **PART C1: AGREEMENT AND CONTRACT DATA**

#### **C1.3 Form of Guarantee**

**PRO FORMA****C1.3 Form of Guarantee**

Contract No. 9/1 – T26/2025/26

WHEREAS **The Nongoma Municipality** (hereinafter referred to as the Employer”) entered into, a Contract with:

.....

(Hereinafter called “the Contactor”) on the ..... day of ..... 20.....

for the **PLANT HIRE FOR INFRASTRUCTURE ROADS MAINTENANCE (NTABENIYECALA TO LINDIZWE) SERVICES**

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS ..... has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE ..... do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-Principal Debtors to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and / or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of .....  
.....Rand (in words); R .....  
..... (in figures) .....
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising here from as

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

IN WITNESS WHERE OF this guarantee has been executed by us at .....  
on this ..... day of ..... 20 .....

Signature .....

Duly authorized to sign on behalf of .....

Address .....  
.....  
.....

As witnesses:

1 .....

2 .....

## **THE CONTRACT**

### **PART C1: AGREEMENT AND CONTRACT DATA**

#### **C1.4 Agreement with Adjudicator**

### C1.3 AGREEMENT WITH ADJUDICATOR

This agreement is made on the.....day of ..... 20.....between: The Employer  
(name of company / organisation) .....  
of (address).....  
.....and the Contractor  
(name of company / organisation) .....  
of (address).....  
..... (hereinafter  
called **the Parties**)

**and**

(name).....  
of (address) .....  
.....  
(hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen\* between the Parties under a Contract dated.....  
and known as Contract No.....  
(Contract title).....

and these disputes or differences shall be/have been\* referred to adjudication in accordance with the  
CIDB Adjudication Procedure, (hereinafter called "**the Procedure**") and the Adjudicator may be or has  
been requested to act.  
(\* Delete as necessary)

**IT IS NOW AGREED** as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

**SIGNED by:**

(Signature): .....

Name: .....

who warrants that he/ she is  
duly authorised to sign for and  
on behalf of the **First Party** in  
the presence of

**Witness:**

(Signature).....

Name: .....

Address: .....

.....

.....

.....

Date: .....

(Signature): .....

Name: .....

who warrants that he/ she is  
duly authorised to sign for  
and on behalf of the **Second  
Party** in the presence of

**Witness:**

(Signature).....

Name: .....

Address: .....

.....

.....

.....

Date: .....

(Signature): .....

Name: .....

the **Adjudicator** in the  
presence of

**Witness:**

(Signature).....

Name: .....

Address: .....

.....

.....

.....

Date: .....

## **THE CONTRACT**

### **PART C1: AGREEMENT AND CONTRACT DATA**

#### **C1.5 Agreement in Terms of Occupation Health and Safety**

**C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993**

THIS AGREEMENT is made between **Nongoma Municipality** represented by the Municipal Manager:

(hereinafter called the EMPLOYER of the one part, herein represented by:

.....  
.....

in his capacity as:

AND:

.....

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

.....  
.....

in his capacity as:

duly authorised to sign on behalf of the Contractor.

**WHEREAS** the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

CONTRACT No.: **PLANT HIRE FOR INFRASTRUCTURE ROADS MAINTENANCE (NTABENIYECALA TO LINDIZWE) SERVICES**

**AND WHEREAS** the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

**NOW THEREFORE** the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at ..... for and on behalf of the **CONTRACTOR**

on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ... ..

2. ... ..

Thus signed at ..... for and on behalf of the **EMPLOYER** on this

the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ... ..

2. .

# **THE CONTRACT**

## **PART C2: PRICING DATA**

### **C2.1 Pricing Instructions**

|                           | <b><u>Page</u></b> |
|---------------------------|--------------------|
| C2.1 Pricing Instructions | 88                 |
| C2.2 Bill of Quantities   | 91                 |

**NONGOMA MUNICIPALITY****CONTRACT NUMBER 9/1 – T26/2025/26****PLANT HIRE FOR INFRASTRUCTURE ROADS MAINTENANCE (NTABENIYECALA TO LINDIZWE) SERVICES****C2.1 Pricing Instructions**

1. Measurement and payment shall be in accordance with the relevant provisions of the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition) as amended in the Scope of Works.
2. The units of measurement described in these Bills of Quantities are metric units. Abbreviations used in the Bills of Quantities are as follows:

|                      |   |                       |
|----------------------|---|-----------------------|
| %                    | = | percent               |
| h                    | = | hour                  |
| ha                   | = | hectare               |
| kg                   | = | kilogram              |
| kl                   | = | kilolitre             |
| km                   | = | kilometre             |
| km-pass              | = | kilometre-pass        |
| kPa                  | = | kilopascal            |
| kW                   | = | kilowatt              |
| l                    | = | litre                 |
| m                    | = | metre                 |
| mm                   | = | millimetre            |
| m <sup>2</sup>       | = | square metre          |
| m <sup>2</sup> -pass | = | square metre-pass     |
| m <sup>3</sup>       | = | cubic metre           |
| m <sup>3</sup> -km   | = | cubic metre-kilometre |
| MN                   | = | meganewton            |
| MN.m                 | = | meganewton-metre      |
| MPa                  | = | megapascal            |
| No.                  | = | number                |
| Prov sum             | = | Provisional sum       |
| PC sum               | = | Prime Cost sum        |
| R/only               | = | Rate only             |
| sum                  | = | lump sum              |
| t                    | = | ton (1000 kg)         |
| W/day                | = | Work day              |

3. For the purpose of these Bills of Quantities, the following words shall have the meanings hereby assigned to them:

|           |                                                                                                                                                              |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unit:     | The unit of measurement for each item of work as defined in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition). |
| Quantity: | The number of units of work for each item.                                                                                                                   |
| Rate:     | The agreed payment per unit of measurement.                                                                                                                  |
| Amount:   | The product of the quantity and the agreed rate for an item.                                                                                                 |
| Lump sum: | An agreed amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.    |

4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

5. It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards).
6. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
8. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
9. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in these Bills of Quantities.
10. Reasonable compensation will be received where no pay item appears in the Bills of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.
11. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
12. The item numbers appearing in the Bills of Quantities refer to the corresponding item numbers in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).
13. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bills of Quantities with the letters "LI" in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
14. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

## EPWP REQUIREMENTS

- Those parts of the contract to be constructed using labour-intensive methods **have been marked in schedule of quantities with the letters LI in a separate column** filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive method. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.
- Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

## SCOPE

From the approved Municipal Disaster Response Grant (**MDRG**) the priority list is established for roads maintenance and roads refurbishment that include the following:

- Upgrading of vehicular tracks to gravel Road. The appointed Contractor will be required to provide the list of the following plant mentioned below to the Municipality for a period 3 months. The Contractor will also be required to provide full time supervision to all plant and equipment so as to ensure that the maintenance of the gravel roads is carried out in accordance with the instructions of the Municipality and required roads standards

| ITEM NUMBER | DESCRIPTION                                                                                                    | FORM TO BE COMPLETED |
|-------------|----------------------------------------------------------------------------------------------------------------|----------------------|
| 1           | Graders (minimum acceptable; Mass 12 500 – 16 000 kg, minimum power 90 kW)                                     | N/A                  |
| 2           | Water Tanker (minimum acceptable – 16 000l)                                                                    | N/A                  |
| 3           | Vibrator Roller (minimum acceptable - 15 ton)                                                                  | N/A                  |
| 4           | Tracked Excavators (minimum acceptable – minimum Mass 19 001 kg, minimum 95 kW and 0.75 m <sup>3</sup> bucket) | N/A                  |
| 5           | Tipper Truck (10m <sup>3</sup> - minimum acceptable)                                                           | N/A                  |
| 6           | Tractor Loader Backhoes – TLB (4 x 2) or (4x4) (minimum acceptable – 50 kW)                                    | N/A                  |

## 2. CONSTRUCTION PERIOD & COMMENCEMENT DATE

The Contractor is to start on site not more than 7 working days after receiving the appointment in writing from the Nongoma Local Municipality.

## DESCRIPTION OF SITE AND ACCESS

The project is located in ward 9 of the Municipality and access to the site will vary.

## NATURE OF GROUND AND SUBSOIL CONDITIONS

All material is expected to be pic-kable. No trial holes have been excavated, and each Tenderer must satisfy himself as to the nature of the material to be excavated under this contract. No responsibility will be accepted for any conclusions regarding the nature of the material to be excavated drawn from information supplied by the Nongoma Municipality. The Tenderer in consultation with the community may excavate trial holes provided that these holes are excavated and backfilled at the Tenderer's expense.

**ORDER AND EXECUTION OF THE WORKS**

As per the accepted program of works

**SITE FACILITIES AVAILABLE****CONTRACTOR'S CAMP**

An area within the site of works will be allocated to the successful Tenderer. No facilities are required by the Nongoma Municipality.

**WATER**

The successful Tenderer will be required to make his/her own arrangements for the supply of construction and drinking water for this project.

**ELECTRICITY**

The contractor must make provision for his own electricity requirements at his own cost.

**TESTING**

The cost of testing that has been requested by the client will be borne by the client, unless such test can prove the workmanship or quality of materials to be defective.

**SITE FACILITIES REQUIRED**

No facilities are required by Nongoma Municipality.

**EXTRA RESPONSIBILITIES WHILE ON SITE**

Access to the community of the area must be maintained at all times.

**FINISHING & TIDYING AND SITE MAINTENANCE**

The site camp is to be kept in a neat and tidy state throughout the duration of the contract. The completion certificate will not be issued until Nongoma Municipality is satisfied that the contractor has left each portion of the works in a suitable state.

**SPOIL MATERIAL**

Before spoiling any material, the Contractor is to obtain a written instruction by Nongoma Municipality, giving authorization for the spoiling as well as an authorized location.

**CONTRACT SIGNBOARD**

The details for the Contract Signboard to be advised.

**APPLICABLE STANDARDIZED SPECIFICATIONS**

As per the latest addition of the S A N S 1200 (Standardized Specifications) plus all variations and amendments.

**PROOF OF OWNERSHIP OR PLANT HIRE LETTER (attachments)**

The contractor must produce a proof of ownership or a plant hire letter in a form of Vehicle identification number (VIN). The contractor must list all the above-mentioned equipment on company letterhead including registration numbers.

**TEAM A**

Equipment will consist of Grader, Roller, Water Tanker and TLB.

**SERVICE PROVIDERS OWNING LESS OF THE ABOVE MENTIONED**

Service providers or plant hire contract must give a detail contingency plan in the case of emergencies or breakdowns not to hold or delay work on site.

No site must stop operating for more than 3 consecutive days due to lack of providing plant on site.

Termination of appointments shall be on discretion of the project manager should the service provider fail to deliver plant on site as per the appointment and failing to deliver as per the submitted contingency plan

### **OTHER EQUIPMENT**

Other equipment's will be hired on an ad-hoc base.

### **3. HIRE RATES**

3.1 Each item that is hired by the Employer will be paid for at the tendered hourly rate, as specified in this tender document.

#### **The rates include:**

- a) Provision for the use of the specified machine;
  - b) An operator, where applicable, whose wages shall be payable by and whose accommodation shall be provided and paid for by the Contractor;
  - c) Every driver and operator of a vehicle or an item of plant shall be in possession of a valid permit in respect of the class of vehicle or item of plant he / she is driving or operating.
  - d) Every driver and operator of the vehicle shall be in possession of all statutory requirements in terms of health, safety, licensing, etc.
  - e) The provision of all lubricants, spare parts (including tyres), servicing and repairs necessary for the satisfactory operation of the machine;
  - f) The vehicle or machine offered must at all times have the necessary licensing, road worthiness and safety features required by legislation.
  - g) Depreciation and all insurances in compliance with this document and any other that the Contractor may consider necessary.
- 3.2 The tendered hire rates as set out in this document include for the supply of fuel by the Contractor. These rates are termed "Wet Dry" rates.
- 3.3 There will normally be 8.0 working hours per day, unless agreed otherwise by the Employer's representative.

### **4. STANDING TIME**

4.1 Where a machine is mechanically available to do work, but is prevented from doing so by circumstances outside of the control of the owner of the equipment or his operator, it will be paid for at 40% of the approved hire rate. This is known as Standing Time.

### **5. NON-OPERATIONAL TIME**

There will be no payment whilst the hired items are non-operational due to one or more of the following reasons:

- a) Servicing of the machine;
- b) Mechanical breakdown, including the period while awaiting the arrival of spares;
- c) No operator or driver (where applicable);
- d) Refueling or awaiting fuel or lubricants;
- e) Inability of the machine to be worked due, in the opinion of the Employer's Representative, to the unavailability for any reason of an inter-dependent item of equipment hired from the same contractor;
- f) Whilst in transit to or from the site;
- g) Disruption of work as a result of a state of emergency being declared; riots, commotion, politically motivated sabotage, acts of terrorism or disorder.
- h) Strike or Service Delivery Action

## 6. INCLEMENT WEATHER

If inclement weather has resulted in unworkable ground conditions rendering hired items non-operational for one or more complete days, then the following charges may be claimed per day:

- Hourly rated items: 2 hours at the standing rate;

## 7. OVERTIME

### 7.1 Weekdays, Saturdays, Sundays and Public Holidays

All items will be paid at the normal contract rates.

## 8. CONDITION OF PLANT AND EQUIPMENT

It is a requirement that all items of plant or equipment offered, be in a good condition.

The condition and year of manufacture, or year of first registration of the plant or equipment will be taken into account when considering tenders.

The Employer reserves the right to call for the history sheets and repair records of any item which is more than 6 years old.

The Employer reserves the right to inspect any item of plant or equipment offered.

Plant that is in a poor state of repair and could be subject to frequent breakdowns will not be considered.

Plant which has been accepted on the contract in good faith and which proves to be in a poor condition and subject to frequent break downs, will be cancelled from the Contract and not considered for further hire. The Employer will not pay any costs arising from transporting such an item to or from site.

## 9. PROOF OF OWNERSHIP AND LICENSING

All the self-propelled items which may travel on public roads and which are offered for hire must meet the following conditions:

- The items must be registered in the bidder's name or in a shareholder's name;
- The items must be registered and licensed by the Motor Licensing Bureau in accordance with the Road Traffic Act;
- The license must be valid at the time of submission of the bid;
- The item must have a current Certificate of Fitness and or license disk (where necessary).

***The registration and licensing of the items may be verified with the Motor Licensing Bureau during the adjudication process. Any item found not to comply will be summarily rejected.***

License disks may be checked on the vehicle when the item is delivered to site. Any item found to be unlicensed will not be permitted to work and no payment for delivery will be claimable.

## 10. VERIFICATION OF ITEMS OFFERED FOR HIRE

Form G (of the Forms to be completed by Bidder) has been included to enable Bidders and adjudicators a simple means of verifying the total number of items offered for hire on this contract. This form must be completed in full, otherwise the item will be rejected.

**11. OFFER OF NEW PLANT SUBSEQUENT TO TENDER CLOSE**

A Contractor whose plant has been accepted, may make application during the contract period for a newly acquired machine to be included on the contract in the place of, or in addition to, those already accepted.

**12. REPAIRS**

The cost of any labour and spare parts necessary for the maintenance, servicing or repair of the plant and equipment as well as any transport/delivery charges shall be borne by the Contractor.

**13. COMPETENCY OF OPERATORS**

It is a strict requirement of this contract that all operators or drivers provided with items hired on this contract are to be fully competent in the operation of their particular item, have the required licence in accordance with the Road Traffic legislation (including Professional Driver's Permit, where necessary) and be sufficiently literate to complete daily log sheets which may be required by the Employer's Representative. Where required by legislation, operators must be in possession of a valid certificate of competency for the type of equipment being operated.

Operators must have Annual Medicals as required in the OSH Act and be compliant with any other legislative requirements.

**14. PROVISION OF FUEL**

The hire rates include for the supply of fuel by the Contractor, known as wet rate.

**15. PROVISION OF LUBRICANTS**

Lubricants are to be supplied by the contractor for all items.

**16. WORK AND SUPERVISION**

The plant and equipment hired under this Contract are to work under the direction of the Employer's Representative. The Employer's Representative may delegate to any one or more of his deputies any of his powers under the Contract. The Contractor shall recognize and obey any persons so delegated to perform any powers or functions of the Employer's Representative.

**17. OFFICIAL ORDER AND APPOINTMENTS**

All eligible tenders will be adjudicated and scored accordingly, these Service Providers will be placed on Nongoma Municipality's database in descending order, with the highest scorer being given the first opportunity. Any further contracts will be thereafter awarded on a rotational basis with a view to giving contractor an opportunity.

No items should be delivered to site, or commence work, unless the Contractor is in possession of an official order from the Employer specifying the type(s) and number(s) of machine(s) to be provided and the period of hire.

**18. PERIOD OF HIRE**

The approximate period of time for which plant will be hired shall be mutually agreed upon between the Contractor and Employer at the time of request.

**19. TERMINATION OF HIRE**

The plant and equipment will be hired by the Contractor to the Employer for the period specified, but either party may terminate the hire by giving a minimum of 48 hours' notice to the other.

**20. MAINTENANCE**

The daily maintenance and refueling of the plant and equipment shall not be carried out during normal working hours without the express authority of the Employer's Representative. If authority is granted the item will be regarded as being under repair during the maintenance and refueling period.

**21. DAMAGE**

The Employer shall not be liable for any damage whatsoever caused to the plant and equipment whilst on the site, being operated or otherwise, or being transported to or from such site, unless such damage is as a direct result of any negligence on the part of the Employer or his representative acting within the scope of his employment. In such instances, the Employer's liability will be limited to the value of the insurance excess amount. Should the Contractor not be insured, then the Employer will not be liable for any costs.

In the event of any death or injury to any of the Contractor's employees or damage to his plant and equipment arising from the contract hereby constituted, a representative of the Employer shall cause an investigation to be instituted forthwith, and in any case, within 24 hours. The findings of such an investigation shall be communicated to the head office of the Employer and to the Contractor.

**22. INSURANCE****a) Public Liability Insurance**

The contractor must obtain a Public Liability Insurance policy for the use of any vehicle or plant item hired in terms of this contract

**b) Insurance of Items on Hire**

If the item of plant on hire is being used with other items of Plant which are under the care of the Department, responsibility will only be accepted if there is negligence on the part of the Department.

**23. OUTPUT AND BREAKDOWNS**

If any item of equipment, hired under this Contract, proves to be incapable of producing a satisfactory output, or is subject to frequent breakdown, or is broken down for an extended period, or has an average availability of less than 70% over the duration of the hire period, the Employer's Representative may consider such an item as being "unsatisfactory".

In the event of such an occurrence, the Contractor will be advised in writing as to the reason for the reduction. If no improvement in performance is evident the Contractor may be requested to remove the item from site within a reasonable period.

#### **24. MISCONDUCT OF CONTRACTOR'S PERSONNEL**

If, in the opinion of the Employer's Representative, any person employed by the Contractor on the site misconducts himself, or is incompetent or negligent in the performance of his duties, such Representative may report such misconduct, incompetence or negligence to the Contractor and require him to remove such person from the site. The Contractor shall comply with such request immediately, but may undertake an investigation into the allegations against such employee, and if such allegations are confirmed such employee shall not be permitted to enter upon the site thereafter. If the said allegations should prove to be unfounded or frivolous, the Contractor shall have the right, to bring the evidence before the Employer's Representative who may then agree to allow the person back on site. The Contractor will not receive any compensation for any costs incurred by him for this investigation.

#### **25. CAMPS**

The Contractor shall be responsible for the security of his equipment on site, and for the provision of accommodation and ablution facilities for his staff.

The Contractor shall place any camps that may be required for himself and his employees only on sites approved by the Employer's Representative. No trees or bushes shall be cut by the Contractor or by any of his employees without the written consent of the Employer's Representative and then only where he may direct. No shooting, trapping or hunting of game of any description either by the Contractor or any of his representatives shall be permitted in the vicinity of the camps.

On vacating a camp site, the Contractor shall ensure that the site is left in a clean and tidy condition. All abandoned equipment or parts of equipment, old tyres, drums, spare parts and all materials and stores brought to the campsite shall be removed by the Contractor. All earth contaminated by oil spills must be removed to suitably registered waste facilities.

Camps that have been established by the Employer are for the exclusive use of the Employer's staff. The Contractor will not be permitted to utilize these facilities.

#### **26. COMPLIANCE WITH ROAD TRAFFIC ACT**

The items offered must comply in all respects with the requirements of the Road Traffic Act (Act 93 of 1996) as amended and display a Road Transportation Quality System disc (RTQS) as required.

If in terms of the Road Traffic Act and/or safety regulations require vehicles/machines to have amber flashing lights or reverse beepers the Contractor must supply and fit such a lights and beepers at no additional cost to the Employer. If instructed by the Engineer or Departmental representative that construction vehicle signs need to be fixed to them the contractor must do so at no additional cost to the Department.

#### **27. SETTLEMENT OF DISPUTES - MEDIATION**

If any dispute or difference of any kind whatsoever shall arise between the Employer's Representative and the Contractor, arising out of the Contract, it shall be referred to and settled by the Employer's Representative who shall state his decision in writing and give notice of the same to the Employer and the Contractor. If the Employer's Representative

shall fail to give such decision for a period of one calendar month after being requested to do so in writing or if either the Employer or the Contractor be dissatisfied with any such decision of the Employer's Representative then and in any such case either the Employer or the Contractor may within one calendar month after receiving such notice or decision in writing require that the matter in dispute be referred to a mediator by the parties, without legal representation, at a place and time determined by the mediator. The mediator shall, by agreement between the parties, be chosen from a panel of mediators nominated from time to time by the President of the South African Institution of Civil Engineers, in consultation with the President of the South African Federation of Civil Engineering Contractors. The opinion of the mediator shall be final and binding on the Employer and the Contractor and shall not be subject to appeal.

## **28. ASSIGNMENT OR CHANGE OF OWNERSHIP**

The Contractor shall not assign the contract or any part thereof or any interest therein without the written consent of the Employer. If the company is sold or the shareholding of the company changes in any way, the Employer is to be advised in writing immediately.

## **29. SUBMISSION OF ACCOUNTS**

At the end of each month the Contractor shall agree the hours worked with the Employer before submitting accounts for plant and equipment hired and/or for any transportation charges incurred during that month. The invoices **must** be supported by signed off timesheets

## **30. TRANSPORTATION**

The return rate for delivering the equipment to site is given for each type of equipment. No payment is to be made for transportation of equipment that is taken off site during the hire period due to breakdowns repairs or lack of performance.

## **31. COMPLIANCE WITH THE ROAD TRAFFIC ACT**

When a service necessitates vehicles or plant travelling or working on a public road, the following shall apply:

- The vehicles and plant shall be licensed in terms of the National Road Traffic Act 1996 (Act No. 93 of 1996) as amended.
- Every driver and operator of a vehicle or an item of plant shall be in possession of a valid permit in respect of the class of vehicle or item of plant he / she is driving or operating.

The Contractor by accepting this contract shall be deemed to have indemnified the Employer and the Engineer against any claims, damages and / or costs that may arise in this regard.

## C2.2 Bill of Quantities

| Section | Description   | Page No. |
|---------|---------------|----------|
| 1       | ESTABLISHMENT | C98      |
| 2       | PLANT         | C98      |
| 3       | SUPERVISION   | C98      |
| 4       | CULVERT       | C98      |
| 5       | ROAD SIGNS    | C98      |

| Item                        | Description                                                                                                                                                           | Unit          | Qty | Rate | Amount |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----|------|--------|
| 1.                          | <b>ESTABLISHMENT:</b>                                                                                                                                                 |               |     |      |        |
|                             | Grader                                                                                                                                                                | Trip (Return) | 1   |      |        |
|                             | Roller                                                                                                                                                                | Trip (Return) | 1   |      |        |
|                             | Watercart                                                                                                                                                             | Trip (Return) | 1   |      |        |
|                             | Excavator                                                                                                                                                             | Trip (Return) | 1   |      |        |
|                             | Tipper Trucks                                                                                                                                                         | Trip (Return) | 2   |      |        |
| 2.                          | <b>PLANT</b>                                                                                                                                                          |               |     |      |        |
|                             | Grader                                                                                                                                                                | Days          | 30  |      |        |
|                             | Roller                                                                                                                                                                | Days          | 23  |      |        |
|                             | Watercart                                                                                                                                                             | Days          | 23  |      |        |
|                             | Excavator                                                                                                                                                             | Days          | 27  |      |        |
|                             | Tipper Trucks                                                                                                                                                         | Days          | 25  |      |        |
| 3.                          | <b>SUPERVISION</b>                                                                                                                                                    |               |     |      |        |
|                             | Supervisor                                                                                                                                                            | Days          | 20  |      |        |
|                             | Foreman                                                                                                                                                               | Days          | 30  |      |        |
|                             | Flagman                                                                                                                                                               | Days          | 30  |      |        |
| 4.                          | <b>CULVERT</b>                                                                                                                                                        |               |     |      |        |
|                             | Installation of stormwater crossing: 600 diameter pipes with headwalls constructed from a slab reinforced (Mesh Ref 193) base, 25/19 (25MPa) concrete, Common bricks. | Sum           | 02  |      |        |
| 5.                          | <b>ROAD SIGNS</b>                                                                                                                                                     |               |     |      |        |
|                             | Installation of Road signs with timber poles, Repainted galvanized steel plate: Area exceeding 0,5 m2 but not 2,0 m2                                                  | No.           | 04  |      |        |
| <b>Sub-Total 1</b>          |                                                                                                                                                                       |               |     |      |        |
| Add 10% Contingencies       |                                                                                                                                                                       |               |     |      |        |
| <b>Sub-Total 2</b>          |                                                                                                                                                                       |               |     |      |        |
| VAT @ 15%                   |                                                                                                                                                                       |               |     |      |        |
| <b>Total Tendered Price</b> |                                                                                                                                                                       |               |     |      |        |

**SIGNED BY/ON BEHALF OF TENDERER**

**NAME**

**SIGNATURE**

**DATE**

COMPANY STAMP