



**PART A
INVITATION TO BID**

MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	PM 12 - 24/25	CLOSING DATE:	17 September 2024	CLOSING TIME:	10H00
BID DESCRIPTION	APPOINTMENT OF PANEL FOR TEN (10) CONTRACTORS FOR THE CONSTRUCTION OF LOW COST HOUSES (RDP) FOR A PERIOD OF THREE (03) YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT Polokwane Municipality, Civic Centre, corner Bondenstein and Landros Mare Street not later than **17 September 2024 at 10:00 AM**

Compulsory briefing session will be held on the 29 August 2024 @ 10H00 AM at New Peter Mokaba Stadium Complex, Executive Lounge 1st Floor

The Bid box is generally open 24 hours, 7 days a week.

Completed Bid document, fully priced and signed must be sealed in an envelope marked “ Bid number and Bid description”

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from e-tender Publication Portal at www.etender.gov.za and Polokwane Municipality website www.polokwane.gov.za at no fee..

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:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	QUALITY BASED SELECTION	
MINIMUM WORK OPPORTUNITIES TO BE CREATED	58		CIDB GRADING	4GB OR HIGHER	
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		CONTACT PERSON	VIVIAN MALULEKA / MANTOA LEKALAKALA	
CONTACT PERSON	MR TIRO PILUSA		TELEPHONE NUMBER	015 290 2108/2363	
TELEPHONE NUMBER	015 290 2148		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	vivianm@polokwane.gov.za / MantoaL@polokwane.gov.za	
E-MAIL ADDRESS	tirp@polokwane.gov.za				



PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>

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:

POLOKWANE MUNICIPALITY
CONTENTS OF TENDER DOCUMENTATION

Volume 1: Tender requirements, Contract and Pricing Data	
Number	Heading
Part T1: Tendering procedures	
T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data
T1.3	Standard and Particular Conditions of Tender
Part T2: Returnable Documents	
T2.1	List of Returnable Documents
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Part C1: Agreements and Contract Data	
C1.1	Form of Offer and Acceptance
C1.2	Contract Data
Part C2: Pricing data	
C2.1	Bill of Quantities / Price Breakdown
Part C3: Scope of Work	
C3.1	Description of The Works
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Part C4: Site information	
C4.1	Bid Drawings



T1.1 Tender Notice and Invitation to Tender

BID NUMBER: PM 12 - 24/25

DIRECTORATE: PLANNING AND ECONOMIC DEVELOPMENT

BUSINESS UNIT: HUMAN SETTLEMENT - PROGRAMME IMPLEMENTATION & QUALITY ASSURANCE

Bids are hereby invited for the **APPOINTMENT OF PANEL FOR TEN (10) CONTRACTORS FOR THE CONSTRUCTION OF LOW COST HOUSES (RDP) FOR A PERIOD OF THREE (03) YEARS**

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration

THIS BID IS SUBJECT TO THE, PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATION, 2022, AND THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS (THIRD EDITION) (2015) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

The Municipality shall adjudicate and award bids in accordance with quality based selection. Prospective bidders must accept that the bid will be adjudicated, according to the said legislation. Bids will remain valid for 90 (ninety) days. The Council also reserves the right to negotiate further conditions and requirements with the successful bidder

N.B: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE [AS DEFINED IN REGULATION 1 OF THE LOCAL GOVERNMENT: MUNICIPAL SUPPLY CHAINS MANAGEMENT REGULATIONS]

**MS. THUSO NEMUGUMONI
MUNICIPAL MANAGER
CIVIC CENTRE
LANDDROS MARE STREET**

RESPONSIVENESS AND EVALUATION CRITERIA

1. RESPONSIVENESS CRITERIA

The Polokwane Municipality will consider no Bid unless it meets the following responsiveness criteria:

- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
- The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.
- A valid CSD number must be submitted with the bid on or before the closing time and date of the bid.
- Copy of the company registration certificate must be submitted with the bid on or before the closing time and date of the bid.
- Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties.
- Proof of payment of Municipal Rates and Taxes or letter for Tribal Authority or lease agreement must be attached.
- Complies with the requirements of the bid and technical specifications.
- Registered in the relevant contractor category in the Construction Industry Development Board Register of Contractors (CIDB).
- Registered in the relevant contractor category in the National Home Builders Registration Council (NHBRC).
- Adheres to Pricing Instructions.
- Financial ability to execute the contract.
- Comply in full and observe the requirements of the Notice to Bidders.
- Experience with similar work – demonstrate a track record of a similar scope and size

2. EVALUATION OF BIDS

- a) All bids received shall be evaluated in terms of the Supply Chain Management Regulations, Polokwane Municipality Supply Chain Management Policy (on request from Municipality), and other applicable legislations.
- b) The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.

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

PLEASE NOTE

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

2. **The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:**
 - a) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
 - b) Failed, during the last five years, to perform satisfactorily on a previous contract with the Polokwane Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
 - c) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
 - d) Been convicted of fraud or corruption during the past five years;
 - e) Wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - f) Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

POLOKWANE MUNICIPALITY

T1.2 Tender Data

1. CONDITIONS OF TENDER

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (SFU) of May 2010, as published in Government Gazette No 33239, Board Notice 86 of 2010 of 28 May 2010. Those Standard Conditions of Tender remained the same as those published in the previous edition of the SFU as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009 - See www.cidb.org.za.

Each Tenderer shall obtain its own copy of the Standard Conditions of Tender.

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

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

Clause number	Tender Data
<u>2. EMPLOYER</u> Cl. F1.1	<p>The "Employer" is "Polokwane Municipality"</p> <p>The Employer's domicilium citandi et executandi (permanent physical business address) is: Polokwane Municipality, Civic Centre, Landdros Mare Street, Polokwane</p> <p>The Employer's address for communication relating to this project is: PO Box 111, Polokwane, 0700</p>
<u>3. TENDER DOCUMENTS</u> Cl. F.1.2	<p>"The following documents form part of this tender:</p> <p>VOLUME 1</p> <p>Part T1 Tendering procedures</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>T1.3 Standard and Particular conditions to tender</p> <p>Part T2 Returnable Documents</p> <p>T2.1 List of Returnable Documents</p> <p>T2.2 Returnable Schedules that will be incorporated into the Contract</p> <p>Part C1 Agreements and Contract Data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>Part C2 Pricing Data</p> <p>C2.1 Bill of Quantities / Price Breakdown</p> <p>Part C3 Scope of Work</p> <p>C3.1 Description of the Works</p>

Clause number	Tender Data
	C3.2 Coherent Health & Safety Specification Part C4 Site information C4.1 Bid Drawings
4. <u>EMPLOYER'S AGENT</u> Cl. F.1.4	The Employer's agents are: a) Principal Agent <u>Physical Address:</u> _____ <u>Postal Address:</u> _____ Tel.: _____ Fax: _____ E-mail: _____
5. <u>TENDERER'S OBLIGATIONS</u>	
5.1. <u>Eligibility</u> Cl. F.2.1	A tender offer may only be submitted if the Tenderer satisfies the criteria stated in the Tender Data and if the Tenderer, or any of his principals, is not under any restriction to do business with the Employer.
5.2. <u>Site Visit and Clarification Meeting</u> Cl. F.2.7	The arrangements for a compulsory pre-tender / briefing meeting are: Location: Compulsory briefing session will be held at New Peter Mokaba Stadium Complex, Executive Lounge 1st Floor Date: 29 August 2024 @ 10H00 AM
5.3. <u>Insurance</u> Cl. F.2.9	No insurance cover will be provided by the Employer.
5.4. <u>Alternative Tender Offers</u> Cl. F. 2.12	Alternative tenders will not be considered unless anything to the contrary has been determined in the Contract Data, a Tenderer may, together with his tender for the original designs contained in the contract documents, submit alternative designs and tender offers for consideration. All designs, calculations, drawings and Operation and Maintenance manuals shall be fully endorsed by a third party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor. Such alternative designs and offers shall be subject to the following conditions and requirements: 5.4.1. <u>Tenders</u> An alternative offer or design will be considered only if the tender for the original items has been fully priced and completed. The alternative tender offer is to be submitted in the same envelope as the main tender offer , together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes. No

Clause number	Tender Data
	<p>alternative tender will be considered unless a tender free from qualifications is also submitted.</p> <p>Unless the alternative offer stipulates to the contrary, it shall be assumed that the period for completion of the Works shall be the same as for the original design.</p> <p>Designs, calculations, drawings and a modified schedule of quantities (as determined hereafter) in respect of each alternative offer or design shall accompany the alternative tender offer and shall be endorsed fully by a third party registered engineer, accomplished in such specific field of practice.</p> <p>5.4.2. <u>Preliminary calculations</u></p> <p>Preliminary calculations for an alternative design shall be submitted with the tender. Such calculations shall give adequate details so as to enable an assessment to be made of the general efficacy of the design and of its principal elements, also of the degree to which the design prescriptions and codes of the Employer are being complied with. The calculations shall be clear and in a logical sequence and shall clearly reflect all the design assumptions.</p> <p>5.4.3. <u>Preliminary drawings</u></p> <p>Preliminary drawings of the alternative designs shall also be submitted with the tender. These drawings shall comprise adequate layout plans, elevations and sections and shall clearly illustrate the general efficacy of the design and its principal elements.</p> <p>5.4.4. <u>Quantities</u></p> <p>Each alternative offer shall be accompanied by a modified priced schedule of quantities compiled in accordance with the specifications, in so far as it is applicable, which clearly shows the manner in which the price for the alternative offer has been determined and the items in the original schedule of quantities which fall away or are being changed. In addition to the schedule of quantities, a set of calculations shall be supplied to show how the quantities have been determined. All assumptions in regard to factors which will determine quantities shall be clearly and conspicuously marked by underlining or colouring, and shall indicate whether or not the assumptions have been based on information furnished in the Contract Data (with the necessary references).</p> <p>5.4.5. <u>Further details</u></p> <p>Should the Employer's Agent find that the calculations and drawings submitted for alternative designs are not complete enough for proper adjudication of the alternative designs, the Employer reserves to itself the</p>

Clause number	Tender Data
	<p>right to call on the Tenderer to submit such further calculations and drawings as may be required. If such further details are not submitted within ten days of having been requested, the alternative designs will not be given further consideration.</p> <p>5.4.6. <u>Preliminary adjudication of alternative designs</u></p> <p>The Employer’s Agent will undertake a preliminary scrutiny of any alternative designs for compliance with the specified requirements of the Employer. Should he find any mistakes or unsatisfactory aspects, he may afford the Bidder the opportunity to rectify them within a period to be determined by the Employer’s Agent. However, it is emphasized that the preliminary scrutiny of the design and tender by the Employer’s Agent, by its very nature, cannot be comprehensive, and no guarantee can be given in this regard that all the mistakes made by the Bidder will in fact be detected. Any correction of such mistakes shall be made with the tender price of the bidder being retained, and, wherever necessary, the priced schedule of quantities for the alternative design shall be adjusted accordingly.</p> <p>5.4.7. <u>Acceptance of alternative design</u></p> <p>The Bidder shall note that the acceptance of a tender which includes alternative designs shall mean that the alternative designs have been approved in principle only. If the final calculations, drawings and details do not comply with the specified requirements, such alternative designs may be rejected, unless they are suitably amended by the Bidder so as to be acceptable to the Employer.</p> <p>5.4.8. <u>Final drawings and calculations and the priced schedule of quantities</u></p> <p>Where a tender with an alternative design has been accepted, the Contractor shall, not less than two months before he intends starting with the construction of such design, submit to the Employer’s Agent a complete set of working drawings, detailed calculations and a complete schedule of quantities, for approval. The schedule of quantities shall be based on the preliminary schedule of quantities, but with the necessary adjustments in quantities and prices and with the tendered price for the alternative design being retained.</p> <p>Within three weeks of having received the above, the Employer’s Agent will indicate which drawings, calculations, quantities, prices and other particulars are acceptable to him and which not, with reasons furnished. The Contractor shall then submit to the Employer’s Agent in good time any modified drawings and other particulars for approval, for which he will require two weeks. Any delay arising from the fact that the amended particulars do not meet the requirements shall be the responsibility of the Contractor.</p>

Clause number	Tender Data
	<p>No work which will be affected by an alternative design may be commenced, unless the drawings, schedule of quantities and prices for such alternative design have been approved. Should the Contractor fail to modify any drawings, calculations, quantities, prices or any other particulars to the satisfaction of the Employer’s Agent, the alternative design will be rejected and the original design shall be constructed for the same amount as has been tendered for the alternative design.</p> <p>5.4.9. <u>Responsibility for alternative design</u></p> <p>The approval of a design by the Employer’s Agent shall not in any way relieve the Bidder of his responsibility to produce a design which conforms in all respects to all the specified requirements and which will be suitable for the purpose envisaged.</p> <p>Should it appear later during construction or during the maintenance period that the design does not conform to the specified requirements, the Contractor only, shall be liable for any damage arising there from and he shall, at his own expense, do all the necessary work to ensure that the Works conforms to all the specified requirements.</p> <p>5.4.10. <u>Indemnity</u></p> <p>Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Employer, its agents and assigns, against all claims howsoever arising out of the said design whether in contract or delict.</p>
<p>5.1. <u>Submitting</u> <u>a</u> <u>Tender Offer</u> Cl. F2.13</p>	<p>5.5.1. <u>Whole of the Works</u> (Cl. F.2.13.1)</p> <p>Tenderers shall offer to provide for the whole of the Works identified.</p> <p>5.5.2. <u>Original tender documents</u> (Cl. F2.13.3)</p> <p>The original tender document, issued to the Bidder, shall be submitted in its entirety. No copies are required.</p> <p>5.5.3. <u>Marking of Tender Submissions</u> (Cl. F2.13.5)</p> <p>The complete tender documents shall be enclosed and sealed in a single envelope, marked: “BID NO. PM 12 -24/25 APPOINTMENT OF PANEL FOR TEN (10) CONTRACTORS FOR THE CONSTRUCTION OF LOW COST HOUSES (RDP) FOR A PERIOD OF THREE (03) YEARS</p> <p>The Employer’s address for delivery of tender offers to be shown on each tender submission package is the Tender Box located at: Polokwane Municipality Civic Centre</p>

Clause number	Tender Data
	<p data-bbox="687 210 976 277">Landdros Mare Street Polokwane</p> <p data-bbox="496 327 1058 360">5.5.4. <u>Two envelope system</u> (Cl. F.2.13.6)</p> <p data-bbox="496 405 1102 439">A two-envelope procedure will not be followed.</p> <p data-bbox="496 483 911 517">5.5.5. <u>Closing time</u> (Cl. F.2.15)</p> <p data-bbox="496 562 1251 595">The closing time for submission of tender offers is: 10H00</p> <p data-bbox="496 640 1485 707">Telegraphic, telephonic, telex, facsimile, e-mail, electronic and late tender offers will not be accepted.</p> <p data-bbox="496 752 1007 786">5.5.6. <u>Tender offer validity</u> (Cl. F.2.16)</p> <p data-bbox="496 831 1374 864">The tender offer validity period is 90 days after tender closing date.</p> <p data-bbox="496 909 1318 943">5.5.7. <u>Clarification of tender offer after submission</u> (Cl. F.2.17)</p> <p data-bbox="496 987 1485 1055">Delete the last part of the second sentence, commencing with the word “and”. Furthermore, delete the last two sentences of Cl. F2.17.</p> <p data-bbox="496 1099 1134 1167">Add the following sentence: “The rates stated by the Bidder shall be binding”.</p> <p data-bbox="496 1211 1062 1245">5.5.8. <u>Provide other Material</u> (Cl. F.2.18.1)</p> <p data-bbox="496 1290 1485 1592">Upon request by the Employer, the Bidder shall promptly supply any other material that has a bearing on the tender offer, the bidder’s commercial position (including, where applicable, notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair assessment. Should the Bidder not provide the information or material called for, by the time for submission stated in the Employer’s request, the Employer will regard the tender offer as being non-responsive.</p> <p data-bbox="496 1637 895 1671">5.5.9. <u>Certificates</u> (Cl. F.2.23)</p> <p data-bbox="496 1715 1278 1749">The following certificates are to be provided with this tender:</p> <ul style="list-style-type: none"> <li data-bbox="496 1794 919 1827">a) CSD registration number <li data-bbox="496 1827 1142 1861">b) Compensation Fund registration certificate <li data-bbox="496 1861 1485 1984">c) Certificate of Contractor Registration issued by the Construction Industry Development Board or a copy of the application Form for registration in terms of the Construction Industry Development Board Act (Form F006).

Clause number	Tender Data
	<p>d) Original/original certified copies of NHBRC Registration Certificate, all certified copies not older than six (6) months.</p> <p>Important Note: Failure to provide the required particulars as per the above-listed certificates implies a non-responsive tender and warrants rejection of the tender on account of non-compliance with the requirements of the Tender Data</p>
<p>6. <u>EMPLOYER'S UNDERTAKING</u></p>	
<p>6.1. <u>Opening of Tender Submissions</u> Cl. F3.4</p>	<p>The time and location for opening of the tender offers are: 10:00 AM Location: Tender Box, Polokwane Municipality, Civic Centre, Landdros Mare Street, Polokwane</p>
<p>6.2. <u>Arithmetical Errors</u> Cl. F.3.9.1</p>	<p>Delete paragraphs (b) and (c) of Cl. F.3.9.1 and replace with:</p> <p>b) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the tender offer will be corrected by the Employer in determining the Contract Price.</p> <p>c) Where there is an error in addition, either as a result of other corrections required by this checking process or in the Bidder's addition of prices, such error will be corrected by the Employer in determining the Contract Price.</p> <p>c) The Contract Price for the completed Contract shall be computed from the actual quantities of authorised work done and compliant with the Contract Data, valued at rates contracted against the respective items in the bill of quantities, schedule of Quantities or schedule of rates and shall include such authorised Provisional Sums and items of extra work as have become payable in terms of the Contract Data.</p>
<p>7. <u>ACCEPTANCE OF TENDER OFFER</u> Cl. F3.13</p>	<p>Tender offers will only be accepted if:</p> <p>a) The bidder has in his or her possession an Tax Pin number issued by the South Africa Revenue Services;</p> <p>b) The bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation. A minimum grading of 4GB or higher is required for the main contractor;</p>

Clause number	Tender Data
	<ul style="list-style-type: none"> d) The bidder is registered with the National Home Builders Registration Council e) The bidder has demonstrated previous experience with the type of work required under this contract having successfully completed a minimum of 1 project of similar scope and size. e) The bidder or any of its principals is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and f) The bidder has not abused the Employer's Supply Chain Management System. g) The bidder has not failed to perform on any previous contract. h) has complete the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
<p>8. <u>PROVIDE COPIES OF THE CONTRACT DOCUMENT</u> CI. F.3.18</p>	<p>The number of paper copies of the signed Contract to be provided by the Employer to the successful bidder is one</p>

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

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) 90/10 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:

	POINTS
Price	90
Specific Goals	10
Total points for Price and SPECIFIC GOALS	100

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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & \mathbf{or} & Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \end{array}$$

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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \mathbf{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

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	MEANS OF VERIFICATION DOCUMENTS REQUIRED	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Black (Enterprise Owned by 51% or more black people)	Company registration copy and ID Copies of directors	3	
Woman (All races) (Enterprise Owned by 51% or more woman)	ID copy of the directors	3	
Locality (Enterprise within Jurisdiction of Polokwane Municipality)	municipal rates and taxes statement of account/ signed valid leasing agreement/	2	
Black South African who are Youth 18-35 years of age (Enterprise Owned by 51% or more youth)	ID copy of the directors	1	
People with Disability	Medical report indicating disability	1	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

BID NUMBER: PM 12- 24/25

BID DESCRIPTION: APPOINTMENT OF PANEL FOR TEN (10) CONTRACTORS FOR THE CONSTRUCTION OF LOW COST HOUSES (RDP) FOR A PERIOD OF THREE (03) YEARS

SPECIAL CONDITIONS OF CONTRACT

- **Project shall be evaluated on Quality Based Selection. Bidder will not be required to price for this tender. Quantum Subsidy of R181 172 per unit as pre-determined by the National Department of Human Settlement.**

Contractor is liable for the following:

- Retention of each unit after practical completion (for 3 months from the date of signing) to archive final completion.
- Roof warranty (leakage and damages) for 12 months for each unit after practical completion
- Structural defects for 5 years as per NHBC
- Material data sheet to be provided by the contractor for material purchased
- Concrete test cubes and bricks strength tests to be provided
- All material utilized should be SABS approved
- OHS requirements should be adhered to on site as per approved Safety file
- Site establishment will be required
- CLO will be required for each contractor provided the units are 20 and above, but where units are less than 20 per ward, a ward committee responsible for housing will be used and no payment from the contractor should be expected
- Contractors will be required to visit tribal authorities and pay locha fees before commencement of the project
- PSC will be paid per seating according to Polokwane Municipality council resolution (Minimum of Six 6 and Maximum of 10, excluding the Ward Committee, Ward Councilors and the CLO)
- Plumbers should have plumbing trade and registered with Plumbing Industry Registration Board (PIRB) and Polokwane Municipality
- Pest Controller should be registered with Department of Agriculture and provide the PNO Certificate and Number
- Electrical contractor to be registered with Department of Labour to issue Certificate of Compliance (COC) and be available for consultation with Polokwane Municipality Electrical SBU
- **The appointed contractors shall be on rotational basis**

NB. Contractors should inspect their work before calling for inspection to avoid delays on site

ANNEXURE A
SUPPLY CHAIN MANAGEMENT
EVALUATION PROCESS AND CRITERIA

The following evaluation process and criteria will be used to evaluate all bids submitted:

1. Administrative Compliance – Phase One

1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.

1.2 Critical Criteria:

The following critical criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation:

- Compulsory briefing session attendance and signing of the register thereof
- Provide a valid CSD report.
- Attach company registration certificate
- All Pages of the Bid document must be initialled.
- Completed and signed declaration on past SCM practices form.
- Compulsory enterprise questionnaire completed.
- Signed J/V agreement must be attached (Where applicable).
- Original certified copies of NHBRC Registration Certificate. All certified copies not older than six (6) months.
- Copy of CIDB registration grading 4GB or higher must be submitted. All certified copies not older than six (6) months.
- CVs of Owners and Directors including original certified ID copies. All certified copies not older than six (6) months.
- CVs and Original certified copies of qualifications for Technical Team (Construction Project Manager, Project Engineer and Health & Safety Officer). All certified copies should not be older than six (6) months.
- Proof of registration with ECSA for Project Engineer. All certified copies should not be older than six (6) months.
- Proof of registration with COIDA.
- Proof of Municipal Rates and Taxes statement of account for the company and all the directors which are not older than three (3) months or Signed Valid lease agreement for service providers who are renting or leasing offices or Letter from tribal authority not older than 3 Months.
- Complete **MBD5** and submit Audited or Reviewed Financial Statements (**AFS**) for the last three (3) years. – (Only where the tender amount **exceeds R10mil** - including VAT).
- Complete and signing of the declaration of interest form (**MBD4**).
- All corrections made in the document, including bills of quantities, must be initialled (tipp-ex is not allowed)
- Document to be completed using black ink.

2. Functionality – Phase Two (100 points allocation)

The bidders who complied administratively are considered for further evaluation on ability to execute the project.

The assessment of functionality will be done in terms of the evaluation criteria and minimum threshold as specified. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation.

2.1. Relevant Experience of Company

This will take into consideration similar contracts successfully completed by the bidder.

NB. Proof of projects of similar size and scope must be attached (Appointment Letter and Certificate of Completion for EACH project). Failure to provide proof will result in disqualification of points.

The score will be calculated as follows:

- Appointment Letters and Certificates of Completion of similar size and scope experience of the Company.

NOTE:

- Technical team shall comprise of individual professional representative as per **table below under - Phase 2: Technical Evaluation (Functionality)**
- All qualification must be in line with the **table below under - Phase 2: Technical Evaluation (Functionality)**
- Submit original certified copies not older than six months.
- It is the bidder’s responsibility to **have foreign qualifications evaluated by the South African Qualification Authority (SAQA) and submit proof of SAQA accreditation.**

2.2 Phase 2: Technical Evaluation (Functionality)

100% (100 points) will be allocated for technical requirements in accordance with the following rating scale:

1 = Poor, 2 = Average, 3 = Good, 4 = Very Good, 5 = Excellent

With regard to functionality the following criteria will be applicable and the maximum weight of each criterion is indicated hereunder:

Criteria A: Tenderer’s experience	Points
<p>Approach and Methodology:</p> <p>Technical approach in management of Human Settlements programmes and understanding of the scope of work as indicated (5 points)</p> <ul style="list-style-type: none"> • Project management process (3 points) • Quality control (3 points) • Work breakdown (2 points) • Communication plan (2 points) 	15
<p>Construction Machinery:</p> <p>Tenderer has submitted evidence of machinery ownership or lease of plant to be used on the project (e.g. Trucks/ TLB etc.). Specific list of machinery:</p> <ol style="list-style-type: none"> 1. 1 x TLB (4 Points) 2. 1 x 4 Ton Truck (4 Points) 3. 1 x Bakkie/ 1 tonner (2 Points) <p>(Proof of ownership / letter of intend to lease on equipment indicated above must be submitted with the bid document. 50% points will be allocated to equipment leased/hired</p>	10

<p>Projects completed: (Proof of projects with similar size and scope must be attached, e.g. Appointment Letter and Certificate of Completion for EACH project. Failure to provide proof will result in disqualification of points).</p>	<p>Number of projects completed of similar nature with verifiable references, appointment letters and completion certificates;</p> <p>Rating scale 5 (9 projects and above completed = 20 points) Rating scale 4 (7 or 8 projects completed = 16 points) Rating scale 3 (5 or 6 projects completed = 12 points) Rating scale 2 (3 or 4 projects completed = 08 points) Rating scale 1 (1 or 2 projects completed = 04 points)</p>	<p>20</p>
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Criteria B: Experience of technical project team post professional registration

Criteria	Qualifications	Relevant Work Experience	points
<p>Construction Project Manager</p>	<p>Minimum National Diploma in either Construction Project Management or relevant qualification within the Built Environment (Architecture, Quantity Surveying, or Civil Engineering)</p> <p>CVs and original certified copies of qualifications must be submitted</p>	<p><u>Experience as Construction Project Manager</u></p> <p>Rating scale 5 (5 years and above = 05 points) Rating scale 4 (4 but less than 5 year = 04 points) Rating scale 3 (3 but less than 4 years = 03 points) Rating scale 2 (2 but less than 3 years = 02 points) Rating scale 1 (1 but less than 2 years = 01 point)</p>	<p>05</p>
<p>Project Engineer</p>	<p>Minimum National Diploma in Civil Engineering</p> <p>(Proof of registration with ECSA as professional engineer / technologist / technician required)</p> <p>CVs and certified copies of original qualification(s) must be submitted</p>	<p><u>Experience as Civil Engineer</u></p> <p>Rating scale 5 (5 years and above = 05 points) Rating scale 4 (4 but less than 5 year = 04 points) Rating scale 3 (3 but less than 4 years = 03 points) Rating scale 2 (2 but less than 3 years = 02 points) Rating scale 1 (1 but less than 2 years = 01 point)</p>	<p>05</p>
<p>Health and Safety Officer</p>	<p>Minimum 3 years National Diploma in Health and Safety or Safety Management or equivalent qualification.</p> <p>CVs and original certified copies of qualifications must be submitted</p>	<p><u>Experience as a Health and Safety Officer</u></p> <p>Rating scale 5 (5 years and above = 05 points) Rating scale 4 (4 but less than 5 year = 04 points) Rating scale 3 (3 but less than 4 years = 03 points) Rating scale 2 (2 but less than 3 years = 02 points)</p>	<p>05</p>

		Rating scale 1 (1 but less than 2 years = 01 point)															
Criteria C: Implementation plan																	
Implementation plan specifying:			10														
<ul style="list-style-type: none"> • Clear work breakdown structure (6 points), • Specific activities resource allocation (5 points) • Timelines (4 points) 																	
Health and Safety Plan: The tenderer must submit a clear project health and safety plan	As per OHS Specifications (see Annexure A) Rating scale 5 (excellent project health and safety plan) = 10 points Rating scale 4 (very good project health and safety plan) = 08 points Rating scale 3 (good project health and safety plan) = 06 points Rating scale 2 (average project health and safety plan) = 04 points Rating scale 1 (poor project health and safety plan) = 02 point		10														
Specific Goals	<table border="1"> <thead> <tr> <th>The specific goals allocated points in terms of this tender</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>Black (Enterprise Owned by 51% or more black people)</td> <td>3</td> </tr> <tr> <td>Woman (All races) (Enterprise Owned by 51% or more woman)</td> <td>3</td> </tr> <tr> <td>Locality (Enterprise within Jurisdiction of Polokwane Municipality)</td> <td>2</td> </tr> <tr> <td>Black South African who are Youth 18-35 years of age (Enterprise Owned by 51% or more youth)</td> <td>1</td> </tr> <tr> <td>People with Disability</td> <td>1</td> </tr> </tbody> </table>		The specific goals allocated points in terms of this tender	Points	Black (Enterprise Owned by 51% or more black people)	3	Woman (All races) (Enterprise Owned by 51% or more woman)	3	Locality (Enterprise within Jurisdiction of Polokwane Municipality)	2	Black South African who are Youth 18-35 years of age (Enterprise Owned by 51% or more youth)	1	People with Disability	1	10		
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A	10																
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C	7																
D	5																
E	2																
F,G,H	0																
GRAND TOTAL			100														

IMPORTANT NOTE:

A bidder must score 70% or higher in respect of the requirements in Technical or Functionality Evaluation. Bidders who scored the highest points will be recommended for appointment. Bidders will be ranked according to points scored.

The specific goals are claimed as per below table for business ownership disclosure. Bidders must list all shareholders and provide ownership information in terms of the business entity registration certificate

Full Names	Identity Number	% of ownership	South African (Yes/No)	Race	Gender	Disable (Yes/No)	Youth (Yes/No)	Local enterprise (Yes/No)

SUBMISSION PROCEDURE

Proposal submitted through e-mail or fax will not be considered. All bids must be submitted in the Bid Box @

Polokwane Municipality
 Civic Centre
 Landros Mare Street
 Polokwane
 0700

INFORMATION

Should additional information or clarification be required regarding the terms of reference before the closing date of bid, contact may be made through telephone or email with the following officials:

NAME	TELEPHONE	EMAIL ADDRESS
Technical Enquiries		
Maluleka VM	015 290 2108	vivianm@polokwane.gov.za
Lekalakala M	015 290 2363	mantoam@polokwane.gov.za

Administrative Enquiries		
Tiro Pilusa	015 290 2148	tirop@polokwane.gov.za

2.4 Commercial Risk Analysis

Prior to being recommended for further evaluation, a bid will be subjected to risk analysis to ensure that it would, if accepted, not place the Municipality or the bidder, at undue risk.

A risk analysis will be performed to ascertain if any of the following might present an unacceptable commercial risk to the Municipality:

- Unduly low tendered sums
- Unduly high individual rates
- Unduly low rates
- Imbalances in pricing

It is in the best interests of the Municipality to amend an error which will cause the bid to be rejected on the basis of it presenting an unacceptable commercial risk.

2.5 Tendered rates

Rates for all the bids which have complied with the bid conditions will be assessed for the following:

- Comparison of rates and amounts with the average tendered amount.
- Sensitivity Analysis of Rates (i.e. whether the rates are balanced, acceptable, etc.).
- Expected cash flows requirements.

NB: Bids with unbalanced rates will be disqualified for further evaluation on price and preference points system

3 Business Registration

Prospective bidders shall be registered:

- (a) With the South African Revenue Services for all categories of taxes applicable to it.
- (b) With the Compensation Commissioner
- (c) With the Construction Industry Development Board.
- (d) With the Home Builders Registration Council
- (e) A minimum grading of **4GB or higher** is required.

4 Acceptance of Tender Offer (Cl. F3.13)

Tender offers will only be accepted if:

- a) The bidder has in his or her possession a CSD report;
- b) The bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation.
A minimum grading of **4GB or higher** is required;
- c) The bidder is registered with the National Home Builders Registration Council.
- d) The bidder or any of its principals is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- e) The bidder has not abused the Employer's Supply Chain Management System.
- f) The bidder has not failed to perform on any previous contract.
- g) has complete the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

5. Provide copies of the Contract Document (Cl. F3.18)

The number of paper copies of the signed Contract to be provided by the Employer to the successful bidder is **one**

Annexure A: Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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 Tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other Tendered 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 Tender process; and
- c) **Fraudulent practice** means the misrepresentation of the facts in order to influence the Tender process or the award of a contract arising from a Tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- 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 Tenderer 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 Tenderer. The name and contact details of the employer's agent are stated in the Tender data.

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

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.2 Cost of Tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the Tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative Tender offers

F.2.12.1 Submit alternative tender offer only if a main tender offer, strictly in accordance with all the requirements of the tender document, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender document with the alternative requirements the tenderer proposes.

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

F.2.13 Submitting a Tender offer

F.2.13.1 Submit a Tender 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 Tender data.

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the Tender offer at the address specified in the Tender data not later than the closing time stated in the Tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept Tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Tender data.

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

F.2.16 Tender offer validity

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

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

F.2.17 Clarification of Tender offer after submission

Provide clarification of a Tender offer in response to a request to do so from the employer during the evaluation of Tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the Tender offer is sought, offered, or permitted. The total of the prices stated by the Tenderer shall be binding upon the Tenderer.

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other Tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

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

F.3.2 Issue Addenda

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

F.3.3 Return late Tender offers

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

F.3.4 Opening of Tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

- a) Detrimentially affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) Change the Employer's or the Tenderer's risks and responsibilities under the contract, or,
- c) Affect the competitive position of other Tenderers presenting responsive Tenders, if it were to be rectified. Reject a non-responsive Tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

F.3.9.1 Check responsive Tender offers for arithmetical errors, correcting them in the following manner:

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

F.3.9.2 Consider the rejection of a Tender offer if the Tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

F.3.10 Clarification of a Tender offer

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

F.3.11 Evaluation of Tender offers

F.3.11.1 General

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

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

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 Tender offers using the following formula:

NFO = $W1 \times A$ where:

NFO = the number of Tender evaluation points awarded for the financial offer.

W1 = the maximum possible number of Tender evaluation points awarded for the financial offer as stated in the Tender Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

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

where:

P_m = the comparative offer of the most favourable Tender offer.

P = the comparative offer of Tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories in accordance with the Tender Data and calculate total score for quality.

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of Tender offer

F.3.13.1 Accept Tender offer only if the Tenderer complies with the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful Tenderer of the employer's acceptance of his Tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the Tender data, or agreed additional period. 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 Tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful Tenderers

After the successful Tenderer has acknowledged the employer's notice of acceptance, notify other Tenderers that their Tender 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 Tender documents to take account of:

- a) addenda issued during the Tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful Tenderer, and
- 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 Tenderer 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 Tender require the Tenderer 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 Tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

A: SCHEDULE OF LABOUR CONTENT

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

The specified target value is **5%** of the contract value

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

Notes to Tenderer:

- (1) Labour is defined as hourly paid personnel.
- (2) The penalty will be applied for non-compliance during the contract or for fraudulent disclosure
- 3) Daily Rate = R191.60

SIGNED ON BEHALF OF THE TENDERER:

B: EMPLOYMENT OF AFFIRMATIVE BUSINESS ENTERPRISE (ABE)

Target values of work to be executed by and goods & services to be procured from ABEs shall be **10%**.

Schedule Item No	Name of ABE	Item Description/ Goods & Services to be provided	Value	
			Rands (Excl VAT)	% of Tender Sum (Excl VAT)
TOTAL				

Notes to tenderer:

1. **Regardless whether the tenderer fits the classification of an SMME/PDI, as defined in Section 3.3 of this specification, the tenderer nevertheless retains the obligation to commit to the target values prescribed**
2. **Tenderers shall insert “unknown” if an SMME/PDI has not been selected prior to tender closing date.**
3. **The penalty will be applied for non-compliance during the contract or for fraudulent disclosure**

SIGNED ON BEHALF OF THE TENDERER

B.1 EMPLOYMENT OF AFFIRMATIVE BUSINESS ENTERPRISE DECLARATION AFFIDAVIT (ABE).

It is understood and agreed that should this contract be awarded to me, an ABE Declaration Affidavit will be completed by each and every ABE employed by me on this contract and will be submitted to the Employer immediately upon demand by the Employer.

SIGNED ON BEHALF OF THE TENDERER

POLOKWANE MUNICIPALITY

T2.1 List of Returnable Documents

The Tenderer must complete the following returnable documents:

1. **Returnable Schedules required only for Tender evaluation purposes**
 - A. Certificate of Attendance at Site Clarification Meeting
 - B. Certificate of Authority of Signatory
 - C. Certificate of Registration with the Construction Industry Development Board
 - D. Certificate of authority for joint ventures (where applicable)
 - E. Compulsory Enterprise Questionnaire
 - F. Record of Addenda to Tender Documents
 - G. Proposed Amendments and Qualifications
 - H. Form of Intent to Provide a Demand Guarantee
 - I. Schedule of Subcontractors
 - J. Schedule of Available Infrastructure, Resources and Experience
 - K. Financial Information of the Tenderer
 - L. Certificate for Municipal Services and Payments: Annexure B
 - M. Authorisation for deduction of outstanding amounts owed to Council: Annexure C
 - N. Declaration of Tenderer's Past Supply Chain Management Practices: MBD 8
 - O. Declaration of interest: MBD 4
 - P. National industrial participation programme :SBD 5
 - Q. Declaration for procurement above R10 Million :MBD 5
 - R. Declaration certificate for local production and content: MBD 6.2
 - S. Certificate of the Independent Tender Determination: MBD 9
 - T. Compliance with OHSA (Act 85 of 1993)
 - U. Day Works
2. **Other documents required only for Tender evaluation purposes**
 - Compensation Fund Registration Certificate (COIDA)
 - Original Bank rating letter
 - Certificate of Registration with the National Home Builders Registration Council (NHBRC)
 - Curricula Vitae of Personnel (CV)
 - Rates of Labour and Materials (Day work Rates)
 - Copy of company registration certificate (C.K. Certificate) with shareholding
 - Schedule of Labour Content
 - Employment of ABE'S
 - ABE Declaration Affidavit
 - Generic Training
 - Complete MBD 5 where the Tender amount inclusive of VAT exceeds R 10 million:
3. **Other documents that will be incorporated into the contract**
 - 3.1 The offer portion of the C1.1 Offer and Acceptance
 - 3.2 C1.2 Contract Data (Part 2)
 - 3.3 C2.2 Bills of Quantities

A. CERTIFICATE OF ATTENDANCE AT SITE CLARIFICATION MEETING

This is to certify that:

.....
(Tenderer)

of
(Address)

.....
.....

was represented by the person(s) named below at the compulsory meeting held for all Tenderers at

.....(location) on (date), starting at
.....

We acknowledge that the purpose of the meeting was to acquaint ourselves with the Site of the Works and/or matters incidental to doing the work specified in the Tender documents in order for us to take account of everything necessary when compiling our entire Tender submission.

Particulars of person(s) attending the meeting:

Name Signature.....

Capacity.....

Name Signature.....

Capacity.....

Note: All particulars above this horizontal divide line to be filled in by the Tenderer **prior to** signature by Employer’s representative.

Attendance of the above persons at the meeting is confirmed by the representative of.....
Consulting Services namely:

Name Signature

Capacity..... Date

Time

B. CERTIFICATE OF AUTHORITY OF SIGNATORY

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

1	Company	<input type="checkbox"/>
---	---------	--------------------------

2	Partnership	<input type="checkbox"/>
---	-------------	--------------------------

3	Joint Venture	<input type="checkbox"/>
---	---------------	--------------------------

4	Sole Proprietor	<input type="checkbox"/>
---	-----------------	--------------------------

5	Close Corporation	<input type="checkbox"/>
---	-------------------	--------------------------

1. 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 Tender and any contract resulting from it on behalf of the company.

As witnesses:

1.....

Chairman

.....

.....

Print Name

Print Name

2.

.....

Date

.....

Print Name

2. Certificate of 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 Tender for Contract, and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

3. Certificate for Joint Venture

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

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

Name of Firm	Address	Authorising	
		Signature	Name
Lead Partner			

4. Certificate for sole proprietor

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

as

As witnesses:-

1.
Signature: Sole Owner

.....
Print Name **Print Name**

2.

.....
Print Name **Date**

5. 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 Tender for Contract and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. CERTIFICATE OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

1. General

The Register of Contractors is established by the Construction Industry Development Board in terms of the CIDB Act 38 of 2000 and Construction Industry Development Regulations as published in Government Gazette number 26427 of 2004.

The Act makes it mandatory for public sector clients to apply this register when considering Tenders. Any enterprise that submits a Tender or enters into contract for construction works with the public sector, must be registered.

Once-off joint ventures do not have to register, provided that each partner of the joint venture is separately registered.

2. Status

Tenderers shall fill in the following sections of this form, depending on their status:

2.1 Section A

Tenderers who have accomplished registration and can provide proof of their grading designation.

2.2 Section B

Tenderers who are in the process of registration of an update to an existing registration or a renewal.

2.3 Section C

Tenderers who have submitted the first application.

2.4 Section D

Tenderers submitting this Tender offer in Joint Venture and can provide proof that each partner of the Joint Venture is separately registered.

Note: Only complete one of Sections A, B, C or D.

SECTION A								
I, Acting in capacity of								
.....								
was authorised to sign all documents in connection with this Tender an any contract resulting from it on								
behalf of the following entity:								
.....								
hereby declare that the above mentioned entity has achieved registration with the Construction In-								
dustry Development Board on date and declare that the								
grading								
designation is reflected in the following symbols on the registration certificate.								
		Contract Value						
		Type of Work						
.....							
Signature of Tenderer				Signature of Witness				
.....							
Print Name				Print Name				

SECTION B

I, acting in capacity of
 was authorised to sign all documents in connection with this tender an any contract resulting from
 it on

behalf of the following entity:
 hereby declare that the above mentioned entity has achieved registration with the Construction In-
 dustry Development Board on date, furthermore declare that the
 existing grading designation is:

Contract Value	
----------------	--

Type of Work		
--------------	--	--

and the following update has been applied for:

Amendment of category status	
Change of Particulars	
Annual confirmation of Particulars	
Renewal of Registration	

mark with "✳"

.....
 Signature of Tenderer

.....
 Signature of Witness

.....
 Print Name

.....
 Print Name

SECTION C

I, acting in capacity of
was authorised to sign all documents in connection with this tender an any contract resulting from
it on

behalf of the following entity:
hereby declare that the above mentioned entity has submitted its FIRST APPLICATION FOR
REGISTRATION with the Contraction Industry Development board on date

I furthermore accept that failure to achieve registration with the Construction Industry Development
Board in a category stipulated in the Tender Data within 10 days from the date of closing this tender,
implies a non-responsive tender and warrants rejection of the Tender on account of non-compliance
with the requirements of the Tender Data.

.....
Signature of Tenderer

.....
Signature of Witness

.....
Print Name

.....
Print Name

SECTION D

I, acting in capacity of the LEAD PARTNER in the Joint Venture

.....
 was authorised to sign all documents in connection with this tender and any contract resulting from it, hereby declare that each partner of the Joint Venture is separately registered with the Construction Industry Development Board and declare that the grading designation is reflected in the following **symbols** on the registration certificates:

Name of Lead Partner:		
Contract Value		
Type of Work		

Name of 2 nd Partner:		
Contract Value		
Type of Work		

Name of 3 rd Partner:		
Contract Value		
Type of Work		

.....
 Signature of Tenderer

.....
 Signature of Witness

.....
 Print Name

.....
 Print Name

D. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (WHERE APPLICABLE)

Employer:

.....

Contract

Number:

.....

NOTE 1 This form need only be completed in the event of a Joint Venture submitting this Tender.

NOTE 2 Fill in all the information requested in the spaces provided. Attach additional sheets if required.

NOTE 3 Provide a copy of the Joint Venture agreement. Demonstrate that the partners to the Joint Venture share in the ownership, control, management responsibilities, risks and profits of the Joint Venture. The Joint Venture agreement shall include specific details relating to:
a) the contributions of capital and equipment;
b) portions of the Contract to be performed by the partner's own resources; and
c) portions of the Contract to be performed under the supervision of each partner.

NOTE 4 Provide copies of all written agreements between partners concerning the Joint Venture, including those that relate to ownership options and to restrictions/limits regarding ownership and control.

1. Joint Venture Particulars

Name

.....

Postal Address

.....

Physical Address

.....

.....

Telephone

.....

Fax

.....

Name of authorized representative

.....

2. Identity of Partner No. 1

Name

Postal Address

Physical Address

Telephone

Fax

Contact Person.....

3. Identity of Partner No. 2

Name

Postal Address

Physical Address

Telephone

Fax

Contact Person
.....

4. Identity of Partner No. 3

Name

Postal Address

Physical Address

Telephone

Fax

Contact Person

5. Description of the role of the partners in the joint venture

Partner No. 1:

.....
.....

Partner No. 2:

.....
.....

Partner No. 3:

.....
.....

6. Ownership of the joint venture

(i) Ownership percentage(s) Partner No. 1
%
Partner No. 2
%
Partner No. 3
%

(ii) Partner percentage in respect of:
a) Profit and loss sharing: Partner No. 1
%
Partner No. 2
%
Partner No. 3
%

b) Initial capital contribution Partner No. 1 R.....
Partner No. 2 R.....
Partner No. 3 R.....

(iii) Anticipated ongoing capital contributions:
Partner No. 1 R.....
Partner No. 2 R.....
Partner No. 3 R.....

(iv) Contributions of equipment (specify types, quality and quantities of equipment) to be provided by each partner:

Partner No. 1:

.....
.....

Partner No. 2:

.....
.....

Partner No. 3:

.....
.....

7. Recent contracts performed by partners in their own right or as partners in other joint ventures

a) Partner No. 1

(i)

.....

(ii)

.....

(iii)

.....

(iv)

.....

(v)

.....

b) Partner No. 2

(i)

.....

(ii)

.....

(iii)

.....

(iv)

.....

(v)

.....

c) Partner No. 3

(i)

.....

(ii)

.....

(iii)

.....

(iv)

.....

(v)

.....

8. Control and participation in the joint venture

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority, for example, co-signature requirements and monetary limits).

a) Joint Venture cheque signing

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

b) Authority to enter into contracts on behalf of the Joint Venture

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

c) Signing, co-signing or collateralizing of loans

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

- d) Acquisition of lines of credit
.....
.....
- e) Acquisition of demand bonds
.....
.....
- f) Negotiating and signing of labour agreements
.....
.....

9. Management of the performance of the Contract
(Fill in the name and firm of the responsible person)

- a) Supervision of field operations.....
.....
- b) Major purchasing.....
.....
- c) Estimating.....
.....
- d) Technical management.....
.....

10. Management and control of the joint venture

- a) Identify the managing partner
.....
.....

.....
 b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors or other parties participating in the performance of the contemplated works:

Partner No. 1:

.....

Partner No. 2:

.....

Partner No. 3:

.....

c) Describe the management structure for the joint venture's work under this Contract

Management Function/Designation	Name	Partner

11. Personnel

a) State the approximate number of operative personnel (by trade/function/discipline) needed to execute the Joint Venture contract.

Trade/function/discipline	Number

b) State the number of operative personnel to be employed on the Contract who are currently in the employ of partners:

.....

c) State the number of operative personnel who are not currently in the employ of the respective partners and shall be engaged on the project by the Joint Venture:

.....

d) State the name of the individual who shall be responsible for hiring Joint Venture employees:

.....

e) State the name of the partner who shall be responsible for the preparation of Joint Venture payrolls:

.....

.....

12. Services

List the firms who provide the following services:

Service	Name	Contact Person	Telephone No.
Accounting			
Auditing			
Banking			
Insurance			
Legal			

13. Control and structure of the Joint Venture

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture disclosure form and affirms that the foregoing statements are correct and include all the material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture Agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorized representatives of the Employer.

Duly authorized to sign on behalf of:

.....

..... **(the Joint Venture)**

Signature: Print Name:

Name:

Address:

.....

Telephone:

Date:

Duly authorized to sign on behalf of:

.....

.....
(Partner No. 1)

Signature: Print Name:

Name:

Address:

.....

Telephone:

Date:

Duly authorized to sign on behalf of:

.....

.....
(Partner No. 2)

Signature: Print Name:

.....

Name:

Address:

.....

Telephone:

Date:

Duly authorized to sign on behalf of:

.....

.....

(Partner No. 3)

Signature: Print Name:

Name:

Address:

.....

Telephone:

Date:

E. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations
 Company registration number

 Close corporation number

 Tax reference number

Section 6: Record in the service of the state
 Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

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

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

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other Tendering entities submitting Tender offers and have no other relationship with any of the Tenderers or those

responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.			
Signed		Date	
Name		Position	
Enterprise name			

F. RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

G. PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or item	Proposal	
Signed			Date
Name			Position
Tenderer			

H. FORM OF INTENT TO PROVIDE A DEMAND GUARANTEE

If my/our Tender is accepted, I/we will, when required and within the time stipulated, provide a guarantee of

(* Insurance Company (name)

.....

(of address)

.....

.....

(* Commercial Bank (Name)

.....

(Branch)

.....

(of address)

.....

.....

to be approved by you, the Employer, for the amount stipulated.

(*): delete whichever is not applicable.

I/we understand that failure to produce an acceptable Demand Guarantee within the stipulated period is a fundamental breach of Contract, entitling the Employer to:

- (i) withhold all payments which may be due to the Contractor pending compliance with the stipulated requirements to produce an acceptable Demand Guarantee.
- (ii) instruct the Contractor to cease all work pending provision of the Demand Guarantee, and
- (iii) cancel the Contract.

Signed	.....	Date	.....
Print Name	.....	Position	.....
Tenderer	.....	

I. SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract.
 If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.
 We confirm that all Subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

No	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			
Signed			Date
Name			Position
Tenderer			

J. SCHEDULE OF AVAILABLE INFRASTRUCTURE, RESOURCES AND EXPERIENCE

1. Tenderer’s List of Third Party Design Engineers

In the event that the Tenderer desires to design all or part of the Works or submit any alternative, he/she shall list here-following, the Design Engineers, accomplished in the specific field of practice, which he/she proposes to employ for the purpose of third party certification of all works designed by the Tenderer for the Works.

- Notes: (i) All costs of third party designs shall be borne solely by the Tenderer.
(ii) This Schedule must be accurately completed. Phrases such as “to be advised” will not be accepted.

Section of Works	Name and Address of Registered Engineer				ECSA Registration No.

2. Tenderer’s Personnel Profile

Key Staff Permanently employed, of foreman level and above	Number of staff
Sub-Total	
Other Permanent Staff	Number of staff
Sub-Total	
Temporary Staff	Number of staff
Sub-	
Total	

3. **List the Firms who provide the following services:**

Service	Name	Contact Person	Telephone
Accounting			
Auditing			
Insurance			
Legal			

4. **Identify any amounts of money loaned to your enterprise, indicating the loan source, date and amount**

Loan Source	Address	Date of Loan	Loan Amount

5. **List a maximum of five contract which your enterprise is engaged in and has not yet completed**

Contract Description	Location	Client	Contract Amount	Expected Completion (month & year)

6. **List the four largest assignments completed by your enterprise in the last three years**

Nature of Work Performed	Client	Consultant Contact Person	Telephone No.	Contract Amount

7. **Address of workshop facilities from where maintenance of works will be undertaken**

.....

8. **Address of Branch Offices in the RSA**

.....

9. Address of Nearest Representative to Polokwane

.....

10. Has work previously been performed for the Employer? YES/NO* -
 Specify

.....

11. Tenderer's Financial Ability to execute and complete the Works

Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules of the Employer

NOTES APPLICABLE:

- (i) Value added tax to be included in all amounts
- (ii) Assume for the purpose of this estimate, payment of certificates within 30 days after receipt by the Employer.
- (iii) In calculation of the last column,

$j = d$	$m = l + g$
$k = j + e$	$n = m + h$
$l = k + f$	etc

Month No. in Contract Period	Estimated amount in Rands (VAT included)			
	a Received	b Payments made	a-b Net cash flow	Cumulative cash flow
1	-		d	j
2			e	k
3			f	l
4			g	m
5			h	n
6			etc.	etc.
7				
8				
9				
10				
11				
12				
Maximum negative cash flow. Take the largest negative number in the last column and write in here → → → → →				
Signed		Date	.....
Print Name		Position	.....

Tenderer	.....

- (iv) Failure to detail the required information, shall automatically signify that the Tenderer lacks the infrastructure and resources necessary to execute and complete the Works

K. FINANCIAL INFORMATION OF TENDERER

This information sheet has to be filled in by the financier of the Tenderer, duly signed and stamped on behalf of the financial institution he represents.

Tenderer Details

Tender Description :

Contract Period :

Name of Tenderer :

Bank Account Number :

Tendered Amount :

Demand Guarantee will be provided by this Bank: YES NO

If yes, state amount of Demand Guarantee: R

Financial Institution

Name of Commercial Bank :

Branch :

Name of Bank Manager :

Telephone Number :

I / We acting on behalf of the above Commercial Bank confirm that

.....
 (Tenderer)

has operated an account with us for the last years.

We have been requested to provide a bank rating based in relation to the financial capability of the Tenderer, taking into account directives set out in the following two tables.

Financial Capability	
Maximum value of contract that the Tenderer is considered capable of	Value on which Bank Rating must be used
up to R300 000	R24 000
R1 000 000	R78 000
R3 000 000	R240 000
R5 000 000	R480 000

R10 000 000	R900 000
R30 000 000	R2 400 000
R100 000 000	R7 800 000

BANK RATING	
Bank Code	Description of Bank Code
A	Undoubted for the amount of enquiry
B	Good for the amount of enquiry
C	Good for the amount quoted if strictly in the way of business
D	Fair trade risk for amount of enquiry
E	Figures considered too high
F	Financial position unknown
G	Occasional dishonours
H	Frequent dishonours

The value on which our Bank Rating of the Tenderer is based is R.....

(In words only)

L. CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS

TO: MUNICIPAL MANAGER, POLOKWANE MUNICIPALITY

FROM: _____ (Name of Tenderer)

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

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

NB: Please attach certified copy of ID document(s)

Signatory

Date

Witnesses

1. _____
Full Names

Signature

Date

2. _____
Full Names

Signature

Date

M. AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

TO: MUNICIPAL MANAGER, POLOKWANE MUNICIPALITY

FROM: _____ (Name of the Tenderer or Consortium)

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

Signed at _____ Date _____ Month _____ 20_____

Print Name: _____

Signature: _____

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

Signatory

Date

Witnesses

1. _____
Full Names

Signature

Date

2. _____
Full Names

Signature

Date

N. DECLARATION OF TENDERER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Tendering Document must form part of all Tenders 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 to combat the abuse of the supply chain management system.
3. **The of any Tenderer may be rejected if the Tenderer, or any of its directors have:**
 - a) Abused the Municipality’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) Wilfully neglected, reneged or failed to comply with any government, municipal or public sector contract during the past five years; or
 - d) Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corruption 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 Tender.**

ITEM	QUESTION	YES	NO
4.1	Is the Tenderer or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).		
4.1.1	If so, furnish particulars:		
4.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury’s website www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012 326 5445).		
4.2.1	If so, furnish particulars:		
4.3	Was the Tenderer 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?		
4.3.1	If so, furnish particulars:		
4.4	Does the Tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality/municipal entity, or any other municipality/municipal entity, that is in arrears for more than three months?		
4.4.1	If so, furnish particulars:		

4.5	Was any contract between the Tenderer 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?		
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE 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 Tenderer

O. DECLARATION OF INTEREST

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

Full Name: _____

Identity No: _____

Company Registration No: _____

Tax Reference No: _____

VAT Registration No: _____

Are you at present in the service of the State? **Yes/No**

If so, furnish particulars

- **Municipal Supply Chain Management Regulation:** “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 National Council of Provinces
 - (b) A member of 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 Parliament or provincial legislature.
 - (f) A member of the accounting authority of any national or provincial public entity; or
 - (g) An employee of Parliament or a provincial legislature

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

If so, furnish particulars.

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

If so, furnish particulars.

Are you aware of any relationship (family, friend, other) between a Tenderer and any persons in the service of the State who may be involved with the evaluation or adjudication of this Tender? **YES/NO**

If so, furnish particulars?

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

If so, furnish particulars.

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

If so, furnish particulars?

CERTIFICATION

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

Signature

Date

Position

Name of Tenderer

This document must be signed and submitted together with your Tender

P. THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1 PILLARS OF THE PROGRAMME

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

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

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

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

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

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful Tenderers (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 TENDER SUBMISSIONS AND CONTRACT REPORTING REQUIREMENTS OF TENDERERS AND SUCCESSFUL TENDERERS (CONTRACTORS)

- 3.1 Tenderers are required to sign and submit this Standard Tendering Document (SBD 5) together with the Tender on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful Tenderers (contractors) are required, immediately after being officially notified about any successful Tender with a value in excess of R10 million (ten million Rands), to contact and furnish the **DTI with the following information:**
- Tender / contract number.
 - Description of the goods, works or services.
 - Date on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESSES TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful Tenderer (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- (a) the contractor and the DTI will determine the NIP obligation;
 - (b) the contractor and the DTI will sign the NIP obligation agreement;

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

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

Tender number	Closing date:.....
Name of Tenderer.....	
Postal address	
.....	
Signature.....	Name (in print).....
Date.....	

Q. DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

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

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

.....
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any Municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

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

2.2 If yes, provide particulars.

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

* Delete if not applicable

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

3.1 If yes, furnish particulars

.....
.....

4 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? ***YES/NO**

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

R. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Municipal Tendering Document (MBD) must form part of all Tenders invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, Tenderers must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of Tenders local production and content is of critical importance, such Tenders must be advertised with the specific Tendering condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific Tendering condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for Tenders referred to in paragraphs 1.2 and 1.3 above, a two stage Tendering process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and Specific goals.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the Tender price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

x imported content

y Tender price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on

the date, one week (7 calendar days) prior to the closing date of the Tender as required in paragraph 4.1 below.

1.7. A Tender will be disqualified if:

- The Tenderer fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and this declaration certificate is not submitted as part of the Tender documentation.

S. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

- 1 This Municipal Tendering Document (MBD) must form part of all Tenders¹ 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 Tendering (or Tender rigging).² Collusive Tendering 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 Tender of any Tenderer if that Tenderer 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 Tendering 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 Tenders are considered, reasonable steps are taken to prevent any form of Tender-rigging.
- 5 In order to give effect to the above, the attached Certificate of Tender Determination (MBD 9) must be completed and submitted with the Tender:

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

² Tender rigging (or collusive Tendering) 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 Tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Tender:

_____ (Tender Number and Description)

in response to the invitation for the Tender 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 Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Tenderer to sign this Certificate, and to submit the accompanying Tender, on behalf of the Tenderer;
4. Each person whose signature appears on the accompanying Tender has been authorized by the Tenderer to determine the terms of, and to sign, the Tender, on behalf of the Tenderer;
5. For the purposes of this Certificate and the accompanying Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - (a) has been requested to submit a Tender in response to this Tender invitation;
 - (b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer
6. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive Tendering.

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 Tender;
 - (e) the submission of a Tender which does not meet the specifications and conditions of the Tender; or
 - (f) Tendering with the intention not to win the Tender.

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 Tender invitation relates.
9. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders 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 Tenderer

T. COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 of 1993) and its Regulations?		YES	/	NO
2. Who will prepare the Contractor’s Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).		YES	/	NO
3. Does the Contractor have a health and safety policy? (If yes, provide a copy). How is this policy communicated to all employees?		YES	/	NO
4. Does the Contractor keep records of safety aspects of each construction site? If yes, what records are kept?		YES	/	NO
5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings?		YES	/	NO
6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? If yes, please explain his duties and provide a copy of his CV.		YES	/	NO
7. Does the Contractor have trained first aid employees? If yes, indicate, who.		YES	/	NO
8. Does the Contractor have a safety induction-training programme in place? (If yes, provide a copy)		YES	/	NO

Signature of Tenderer: **Date:**

U. DAY WORK SCHEDULE

This Day work Schedule shall be used for the valuation of any additional or substituted work which cannot conveniently be valued at the rates and prices submitted in the schedule of quantities.

In respect of labour and materials used in the additional or substituted work not covered in the Day work Schedule the Contractor shall be paid the actual cost plus the percentage allowance stated in the schedule of quantities.

The Tenderer shall quote hereunder rates which shall apply for payment purposes if the Engineer orders additional or substituted work to be carried out on a day work basis and shall therefore be in accordance with the requirements of clause 37(2) of the General Conditions of Contract.

1. LABOUR AND MATERIALS

Rates and prices entered in the schedule shall be held to allow for net cost of labour and materials delivered to site respectively with the percentage allowances stated in the schedule of quantities.

2. PLANT AND EQUIPMENT

The Tenderers shall list all major items of plant and equipment to be used on the works and which may be required for use on day works. The proposed hire rates of these items shall be entered against each type of machine, such rates to include for all relevant costs of plant hire inclusive of fuels and lubricants but exclusive of labour charges for the operators, which will be paid for under sub-clause (1) above.

The rates for plant items not listed in the schedule will be the ruling plant hire rates, inclusive of fuels and lubricants but exclusive of labour charges for the operators, inclusive of a 7,5% handling charge. It is therefore in the Tenderers interest to ensure that the list is complete.

Should there be insufficient space on the pages provided; the Tenderer shall add further pages as required.

THE RATES FOR THE PLANT AND EQUIPMENT MENTIONED IN THE SCHEDULE SHALL BE FILLED IN FOR THE ITEMS REQUESTED. SHOULD AN ITEM BE OMITTED IT SHALL BE DEEMED TO HAVE BEEN INCLUDED IN THE OTHER DAYWORKS RATES.

LABOUR

DESIGNATION		RATE	
		R	C
Brick Layers	per hour		
Registered Plumber	per hour		
Plant Operators	per hour		
Truck Drivers	per hour		
Labour - unskilled	per hour		
- semi-skilled	per hour		
- skilled	per hour		

MATERIALS

DESIGNATION		RATE	
		R	C
Cement	per 50 kg pocket delivered		
Concrete Sand	per m ³ delivered		
Concrete Aggregate	per m ³ delivered		

TRANSPORT

DESIGNATION	RATE	
	R	C
Per cubic metre kilometre		

PLANT AND EQUIPMENT

ITEM	DESCRIPTION	NON WORKING RATE*		OPERATING RATE		PER UNIT
		R	C	R	C	
	TLB					
	LDV					
	Truck					
	Scaffold					
	Soil Compactor					

*Only applicable on authority of the Engineer.

POLOKWANE MUNICIPALITY

BID NUMBER: PM 12 - 24/25

BID DESCRIPTION: APPOINTMENT OF TEN (10) CONTRACTORS FOR THE CONSTRUCTION OF LOW COST HOUSES (RDP) FOR A PERIOD OF THREE (03) YEARS.

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.2: CONTRACT DATA

POLOKWANE MUNICIPALITY

PROJECT DESCRIPTION: APPOINTMENT OF TEN (10) CONTRACTORS FOR THE CONSTRUCTION OF LOW COST HOUSES (RDP) FOR A PERIOD OF THREE (03) YEARS.

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of construction works viz.:

Project Description: APPOINTMENT OF TEN (10) CONTRACTORS FOR THE CONSTRUCTION OF LOW COST HOUSES (RDP) FOR A PERIOD OF THREE (03) YEARS.

Contract No. PM 12 - 2024/2025

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

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

The offered total of the prices inclusive of value-added-tax is
.....
..... (Amount in words).....(Amount 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 terms of the Conditions of Contract identified in the Contract Data.

Signature(s)
Print Name(s)
Capacity
For the Tenderer.....
.....
(Name and address of organization)

Signature of witness.....Date:

Print Name

Important Note

This page to be duly completed by the Tenderer before submitting the Tender.

POLOKWANE MUNICIPALITY

PROJECT DESCRIPTION: APPOINTMENT OF TEN (10) CONTRACTORS FOR THE CONSTRUCTION OF LOW COST HOUSES (RDP) FOR A PERIOD OF THREE (03) YEARS.

C1.2 Contract Data

1. 1. DEFINITIONS

The headings of the clauses in this agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this agreement nor any clause hereof. In this agreement unless a contrary intention clearly appears:

1.1 words importing-

- 1.1.1 the singular includes the plural and vice versa, and
- 1.1.2 natural person includes juristic entities and vice versa.
- 1.1.3 any reference to one gender shall include the other;

1.2 If any period is referred to in this agreement by way of reference to a number of days, the days shall be reckoned exclusive of the first day and inclusive of the last day, unless the last day falls on a Saturday, Sunday of public holiday, in which case the last day shall be the succeeding day which is not a Saturday, Sunday or Public holiday.

1.3 This agreement shall be governed by and construed and interpreted in accordance with the National Code.

1.4 The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have a corresponding meaning, namely:

1.4.1 **“Agreement”** means this agreement and any other contract documents that together form the contract between the parties;

1.4.2 **“Beneficiary/ies”** means that person/s ultimately to receive the benefit of housing subsidies as contemplated under Chapter 2 of part 3 of the National Housing Code relating to the project as fully outlined in the beneficiary list;

1.4.3 **“Certificate of Final Completion”** means the certificate issued by the Municipality to the contractor stating the date on which final completion of the works was achieved;

1.4.4 **“Certificate of Practical Completion”** means the certificate issued by the Municipality to the contractor stating the date on which practical completion of the works was achieved;

1.4.5 **“Commencement date”** means **the day on which site handover was done;**

- 1.4.6 “**Contractor**” means the party contracting with the municipality for the execution of the works;
- 1.4.7 “**Defects**” means any aspect of the materials and workmanship forming part of the works that, in the opinion of the Municipality is due to failure of the contractor to comply with his obligations in terms of the agreement;
- 1.4.8 “**Defects Liability Period**” means a period of three (03) months from date of issue of practical completion certificate;
- 1.4.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less;
- 1.4.10 “**Engineer**” means an engineer appointed by the Contractor to conduct inspection and certification of milestones; draw designs (where there are no designs available) and certification of milestones and monitoring and evaluation of the building and services construction, norms and standards, specifications, planned programme or project targets against actual progress.
- 1.4.11 “**EPWP**” means the Expanded Public Works Programme;
- 1.4.12 “**Final Account**” means the document, prepared by the principal agent/ Municipality’s Project Manager / Coordinator, which reflects the contract value of the works at final completion or termination;
- 1.4.13 “**Final Completion**” means the stage of completion where the works is free of all defects as certified by the Municipality’s Project Manager / Coordinator;
- 1.4.14 “**Housing Code**” means the National Housing Code issued in terms of Section 4 of Housing Act 107 of 1997;
- 1.4.15 “**HSS**” means the Housing Subsidy System;
- 1.4.16 “**Latent Defect**” a defect that a reasonable inspection of the works would not have revealed before the issue of defects lists and shall include major structural defects;
- 1.4.17 “**Municipality**” means the municipality as defined in terms of the Municipal Structures Act, 1998 (Act 117 of 1998) in whose area of jurisdiction the project area is situated;
- 1.4.18 “**National database**” means the National Housing Database maintained by the National Department of Housing which contains the names and identity numbers of the persons who have previously received financial assistance from the government of the Republic of South Africa in order to acquire residential property;
- 1.4.19 “**NHBRC**” means National Home Builders Registration Council;

- 1.4.20 **“Payment Certificate”** means a document issued by the Engineer/Municipality certifying the amount due and payable by the Municipality to the Contractor;
- 1.4.21 **“PMU”** means Project Management Unit;
- 1.4.22 **“Practical Completion”** means the stage of completion where the works or a section thereof, as certified by Engineer/Municipality as substantially complete and can effectively be used for the purposes intended;
- 1.4.23 **“Project/Work”** means the development of **404 housing units at Polokwane Local Municipality**, the description and the type of development comprising housing development and includes all related aspects pertaining thereto;
- 1.4.24 **“Project area”** means the developmental area as identified by the municipality to be developed across the municipality’s due restrictions;
- 1.4.25 **“Project period”** means a period of nine (09) months calculated from the Commencement date;
- 1.4.27 **“Project Performance Analysis/Milestone”** means those details directed at expressing the progress and the completion of the project/works within the agreed time periods, expressing specific milestones to be achieved by the Contractor as per clause 3.1.1 below during the project period and the financial projections attached thereto;
- 1.4.28 **“Project reference number”** means the Contractor’s reference number as is described on the first;
- 1.4.29 **“Regulation 15 requirements”** means requirements outlined in Regulation (15) (2) of the Preferential Procurement Policy Regulations read with Treasury Practice Note 5 of 2006 which gives the Accounting Officer the power to restrict a supplier from doing business with the public sector if such supplier obtained preferences fraudulently or if such supplier failed to perform on a contract based on specific goals;
- 1.4.30 **“Subsidies”** means subsidies as set out on the first page of this document and in Chapter 3 of part 3 of the Housing code;
- 1.4.31 **“Total subsidy amount”** means the total amount of subsidies approved by the Municipality for the project.
- 1.5 The rule that, in the event of ambiguity, the contract shall be interpreted against the party responsible for the drafting or preparation of the agreement, shall not apply.

2. OFFER, ACCEPTANCE AND PERFORMANCE OF OBLIGATIONS

- 2.1 The objective of this agreement is the execution of and payment of the works for which there has been an offer by the municipality and an acceptance by the contractor.
- 2.2 In pursuance of the objective, the parties undertake to carry out their reciprocal obligations.

3. THE PROJECT

- 3.1 The development of **404** housing units at Polokwane Local Municipality within Capricorn District Municipality:
 - 3.1.1 a minimum of twenty percent (20%) of the Total Allocation must be fully completed by the contractor within a month to the satisfaction of the Municipality and NHBRC before the contractor can be allowed to proceed with casting of further foundations.
 - 3.1.2 fifty percent (50%) of the Total Allocation must be fully completed by the contractor within two (02) months, to the satisfaction of the Municipality and NHBRC.
 - 3.1.3 seventy-five percent (75%) of the Total Allocation must be fully completed by the contractor within three (03) months, to the satisfaction of the Municipality and NHBRC.
 - 3.1.4 hundred percent (100%) of the Total Allocation must be fully completed by the contractor within nine (09) months, to the satisfaction of the Municipality and NHBRC.
- 3.2 The project comprises the development of the project area as a residential area as described in the project information details and schedule attached hereto, which development is to take place within the project period, in accordance with the project **performance analysis** (which must reflect on resource allocation, scheduled of activities and timeframes for completion of the project). The contractor shall:
 - 3.2.1 develop and complete the project in full compliance with the terms and conditions of this agreement;
 - 3.2.2 take all necessary measures to implement quality control mechanisms in the project;
 - 3.2.3 not be entitled to, in any way whatsoever, represent the Municipality *vis-a-vis* the beneficiaries, and this agreement shall not be construed as a contract for the benefit of the beneficiaries as third parties.

4. COMMENCEMENT AND DURATION OF THE PROJECT

- 4.1 The project shall subsist for a period of nine (09) months calculated from the Commencement Date.

5. AGREEMENT AND UNDERTAKING

- 5.1 The Contractor undertakes to:
- 5.1.1 implement the project in terms of this agreement and be held responsible for any failure in the project and be liable for the damages resulting there from;
 - 5.1.2 fulfil all the preconditions laid down by the Municipality and that the houses to be built shall not be less than 40m² in urban areas. In rural areas the houses shall not be less than 40m² whether there is a VIP Toilet or not as clearly outlined in the house plans attached hereto.
 - 5.1.3 also implement the project as per the Guidelines for the Implementation of Labour – Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP), the Ministerial Determination 4: EPWP and Basic Conditions of Employment Act.
- 5.2 The Municipality shall at any stage during the project period be entitled:
- 5.2.1 to request any information from the Contractor pertaining to the project which the Contractor must provide;
 - 5.2.2 to inspect the project, any records or documents related to the project to which it shall have unrestricted right of access thereto;
 - 5.2.3 to call meetings which the Contractor shall attend and be entitled to be represented by any of its/his/her assistants or members of its/his/her professional team or representatives.
- 5.3 The contractor shall at all times keep the project information details up to date and reflect accurately and correctly the actual and true position of the project.
- 5.4 The PMU and Municipality's project manager / coordinator shall provide the Municipality with weekly, monthly and ad hoc written progress reports upon receipt from the contractor, on the actual status of the project, expenditure to date, together with such information and details as the Municipality may reasonably require, irrespective of any deviations, reports or applications having been previously submitted.

6. BANK GUARANTEE

- 6.1 The Contractor has to provide a 5% performance guarantee of the total value of the project issued out in favour of the municipality which is not negotiable, not transferable and irrevocable within fourteen (14) working days after signing of agreement.
- 6.2 The contractor shall not be allowed to commence with the construction work unless a performance guarantee has been submitted to the municipality.
- 6.3 Failure to submit a performance guarantee within the stipulated period, the municipality may terminate the agreement entered with the contractor.
- 6.4 the guarantee shall be released at the end of the defects liability period, (three (03)) months, after confirmation by PMU and municipality's project manager/ coordinator that there are no defects, the municipality shall, within a period of fourteen (14) working days of expiry of the defects liability period, and upon receipt of the request in writing from the contractor, release the said guarantee.
- 6.5 **The contractor has to submit proof for appointment of its professional engineer as per 1.4.11 and clause 7, and acceptance letter from the engineer within seven (07) working days of signing this Agreement.**
- 6.6 A final account and payment certificate shall be prepared in terms of clause 23 below.

7. CONTRACTOR'S REPRESENTATIVE ON SITE/KEY PERSONNEL

- 7.1 The contractor shall before the commencement of the works provide the Municipality with the names and qualifications of the following personnel who shall be on site to administer and control the works continuously on the site during the execution of the works:
- 7.1.1 **Construction Project Manager (PM):** Professional Project Manager (with minimum 3 years National Diploma in either Construction Project Management or relevant qualification within the Built Environment (Architecture, Quantity Surveying, or Civil Engineering)).
- 7.1.2 **Project Engineer:** Professional Project Engineer/ Technologist/technician (with National Diploma/ Degree/B Tech in Civil Engineering) registered with ECSA with at least 5 years' verifiable post registration experience.
- 7.1.3 **Health and Safety Officer:** with a minimum 3 years National Diploma in Health and Safety or Safety Management.
- 7.2 A contract instruction given to the contractor's representative shall be deemed to be given to the contractor.

8. SOCIAL COMPACT /COMPLIANCE WITH LAWS AND REGULATIONS

- 8.1 The contractor shall within five (05) working days of signing of this agreement furnish the Municipality with proof of all risk insurance and original valid certificate of registration with COIDA
- 8.2 The parties shall comply with all laws and regulations relating to building, including, but not limited to, the Occupational Health and Safety Act as amended and by-laws of local or other authorities having jurisdiction regarding the execution of the works. The parties shall give all notices and pay all charges required by such authorities.
- 8.3 in the performance of the Contract, on the request of the project manager or any authorised person, provide proof that it has complied therewith, with regard to amongst others:
- i) wages and conditions of work, and
 - ii) Occupational Health and Safety
 - iii) EPWP Guidelines for the Implementation of Labour – Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)
- 8.4 The contractor warrants that it shall:
- 8.4.1 comply with all the relevant statutes and collective resolutions and/or agreements applicable to the relationship between it and its employees, in line with fair labour practices as prescribed by the Department of Labour.
- 8.4.2 conforms to the requirements of the Expanded Public Works Programme(EPWP), as stipulated in the Guidelines for the Implementation of Labour – Intensive Infrastructure Projects, under the Expanded Public Works Programme(EPWP) Second Edition, issued in July 2005.
- 8.4.3 never and shall not in future be in contravention of the said statutes and collective agreements and/or resolutions, and in the event of such contravention, the Municipality shall intervene and advise the contractor to remedy the contravention.
- 8.5 The parties agree that the contractor shall remedy such contravention within five (05) working days of it being advised by the Municipality to do so. The contractor shall within five (05) working days inform the Municipality of the steps taken to remedy the contravention, the implementation of such remedial actions and the results thereof;
- 8.6 The contractor undertakes to keep the proof of all the monthly payment or salaries made to its employees in relation to this contract and shall make such proof available to the Municipality as and when required to do so.

9. SPECIFICATIONS

The contractor shall in the implementation of the project comply with the specifications as per housing plans and cost breakdown.

10. WORKS RISK

10.1 The contractor shall take full responsibility for the works from the date on which possession of the site is given and up to the date of issue of the certificate of final completion or deemed achievement of final completion. Thereafter risk for the works shall pass to the Beneficiary.

10.2 The contractor shall make good the physical loss and repair damage to the works, including clearing away and removing from site all debris resulting there from, which occurs after the date on which possession of the site is given and up to date of final completion and resulting from:

10.2.1 any cause arising up to the date of practical completion;

10.2.2 the carrying out of any operation complying with the contractor's obligations after the date of practical completion.

10.3 The liability of the contractor shall include the cost of such making good physical loss and repairing damages.

10.4 The contractor shall notify the Municipality of any physical loss and damage to the works that comes to his/her attention during the construction period.

10.5 Project Manager must prior to issuing a certificate of practical completion/final completion, must satisfy himself/herself that the work is completed and in good order

11. FORCE MAJEURE

11.1 If the performance of the agreement by either party is delayed, hindered or prevented or is otherwise frustrated by reason of force majeure, which shall mean war, civil commotion, fire and flood, action by any government or any event beyond the reasonable control of the party affected, the party subject to Force Majeure Event shall within five (05) working days notify the other party in writing of the occurrence and particulars of such Force Majeure Event and shall provide the other party, from time to time, with the anticipated delay in the performance of the services agreed to herein.

11.2 The party so affected shall use diligent efforts to avoid or remove such causes of non- performance as soon as reasonably practical.

11.3 Upon termination of the Force Majeure Event, the performance of any suspended obligation or duty shall without delay recommence.

- 11.4 The municipality may either cancel the agreement or suspend the performance of the agreement for such period as the parties may mutually agree upon.
- 11.5 Should the force majeure persist for a period longer than that agreed upon by the parties, the parties may agree to terminate the agreement. In this event the municipality shall pay all monies due for the actual work done.

12. INDEMNITIES

- 12.1 Subject to 12.2 provisions the contractor indemnifies and holds the municipality harmless against any loss in respect of all claims, proceedings, damages, costs and expenses arising from:
- 12.1.1 Claims from other parties' consequent upon death and bodily injury or illness of any person or physical loss or damage to any property, other than the works, arising out of or due to the execution of the works or occupation of the site by the contractor;
- 12.1.2 Non-compliance by the contractor with any law, regulation or by-law of any local or other authority arising out of or due to the execution of the works or occupation of site by the contractor;
- 12.1.3 Physical loss or damage to any plant, equipment or other property belonging to the contractor or his subcontractors.
- 12.2 The municipality indemnifies and holds the contractor harmless against loss in respect of all claims, proceedings, damages, costs and expenses arising from:
- 12.2.1 An act or omission of the municipality or its representatives;
- 12.2.2 Design of the works where the contractor is not responsible;
- 12.2.3 The right of the municipality to have the works or any part thereof executed at the site;
- 12.2.4 Interference with any servitude or other right that is the unavoidable result of the execution of the works including the weakening of or interference with the support of land adjacent to the site unless resulting from any negligent act or omission by the contractor or his subcontractors.

13. EXECUTION OF THE WORKS

- 13.1 The municipality shall give possession of the site to the contractor **ten (10) working days** after the signing of the agreement and submission of a performance guarantee.
- 13.2 On being given possession of the site the contractor:

- 13.2.1 must be on site after official handover by the municipality.
- 13.2.1 must proceed continuously, industriously and with due skill and appropriate physical resources to bring the works to:
- Practical Completion
 - Final Completion
- 13.3 The contractor must give/show progress report within thirty (30) working days calculated from the date of site handover.
- 13.4 The contractor shall provide resources necessary for the proper execution of the works and shall carry out and complete the works in compliance with the contract document, using the materials and workmanship of the quality and standards specified therein.
- 13.5 The contractor shall further provide the Municipality with a clear project quality control system to be employed during the execution of the project.
- 13.6 The contractor shall continuously revise and modify the Project Implementation Plan and provide copies to the Municipality's project manager/ coordinator.
- 13.7 The Contractor is specifically committed to immediately advice, in writing, the Municipality of:
- 13.7.1 any deviations from the performance analysis
 - 13.7.2 describe actual progress and give reasons for any deviation and delays or non-performance of whatever nature or cause and simultaneously apply to the Municipality for condonation and/ or approval of any deviation or change, which may under the circumstances be appropriate to apply for, which application the Municipality shall consider, but be under no obligation to grant, save where it would otherwise be unreasonable for the Municipality to refuse such an application.
- 13.8 The contractor shall provide all necessary information to the Municipality's project manager / coordinator in the preparation of the cash flow projections which shall be based on the contractor's programme and shall be updated as and when necessary.
- 13.9 The contractor, PMU, Municipality's project manager / coordinator and all relevant stakeholders shall hold regular meetings related on the progress of the works and at such other times as may be necessary. The PMU or project coordinators shall record and distribute the minutes of the meetings.
- 13.10 The contractor shall maintain daily records of the number and categories of persons and plant employed on the works and shall provide copies thereof to the Municipality on request.

14. SITE ACCESS AND EXAMINATION OF THE PROJECT

- 14.1 The contractor shall have unrestricted access to the site on being given possession thereof to fulfil its obligations.
- 14.2 The Municipality shall have access to the works and other places where the works in terms of this agreement are being prepared, executed or stored.
- 14.3 No part of the project or excavations shall be covered up or put out of view without the consent of the Municipality's project manager / coordinator and the PMU, and the contractor shall afford full opportunity for the Municipality project manager /coordinator and PMU to examine and measure the works and to inspect the excavations before any permanent works are placed thereon.
- 14.4 The Municipality project manager / coordinator and the PMU must ensure that the foundations comply with the foundation designs attached within the geo-technical report (any deviations should be in a form of Rational Design approved by a competent person).
- 14.5 The contractor shall be deemed to have inspected the site and any existing structures thereon and to be thoroughly acquainted with the conditions under which the works is to be executed including the means of access to the works, the conditions of the roads and generally all matters which may influence the execution of the works.

15. CONTRACT INSTRUCTIONS

- 15.1 The Municipality project manager / coordinator, the PMU and NHBRC may issue contract instructions in writing to the contractor/contractor's representation regarding but not limited to:
 - 15.1.1 Alterations to design or quality of the works provided that such instructions shall not substantially change the scope of the works;
 - 15.1.2 Rectification of discrepancies, errors in description or omissions;
 - 15.1.3 Removal or re-execution of any work;
 - 15.1.4 Opening up of work for inspection;
 - 15.1.5 Making good physical loss and repairing damage to the works;
 - 15.1.6 Protection of the works;
 - 15.1.7 any defects or incomplete work identified;
 - 15.1.8 The lists for practical completion, final completion and defects
 - 15.1.9 Compliance with laws, regulations and by-laws.

- 15.2 The contractor shall comply with and duly execute all the contract instructions.
- 15.3 An oral instruction given by NHBRC or municipality shall be of no force and effect. Neither the contractor nor the municipality may rely upon an oral instruction for any purpose.
- 15.4 Should the contractor fail to proceed with due diligence with a contract instruction, NHBRC and / or the municipality may notify the contractor to proceed within five (05) working days from receipt of such notice. On default by the contractor, the municipality may without further notice, employ other parties to give effect to such contract instruction in addition to any other right the municipality may have and recover expenses and loss resulting from the employment from the contractor.

16. PRACTICAL COMPLETION

- 16.1 The PMU, NHBRC and municipality's project manager / coordinator at appropriate intervals shall:
- 16.1.1 Inspect the works to give the contractor interpretations and guidance on the building standards and the state of completion of the works which the contractor will be required to achieve for practical completion;
 - 16.1.2 Where necessary, timeously issue a contract instruction consequent upon such inspection;
 - 16.1.3 Inform the contractor of the period required for inspection of the works related to the issue of the certificate of practical completion.
- 16.2 The contractor shall inspect the works to satisfy itself that the state of the completion of the works has been achieved.
- 16.3 The contractor shall give timeous notice of the anticipated date of practical completion to the municipal project manager / coordinator to inspect the works so as to meet such date. Where, in the opinion of municipal project manager / coordinator, after inspection, the works:
- 16.3.1 has reached practical completion, Municipal project manager / coordinator shall forthwith issue a certificate of practical completion to the contractor and keep the copy. The certificate of practical completion shall not be issued before the date of practical completion.
 - 16.3.2 has reached practical completion, ensure that the beneficiary signs the occupation certificate or happy letter and or in the absence of the beneficiary, the municipality may sign on behalf of the beneficiary, the contractor and NHBRC and the beneficiary must be made aware of his/her rights in terms of clause 19 and 20 of this agreement.

- 16.3.3 has not reached practical completion, Municipal project manager / coordinator shall forthwith issue a snag/defects list to the contractor defining the incomplete work and defects to be rectified to achieve practical completion.
- 16.4 Where in the opinion of the contractor, the work on the snag/defects list has been completed; the contractor shall inform Municipal project manager / coordinator who shall inspect such work within seven (07) working days of receipt thereof. Where in the opinion of Municipal project manager / coordinator, the work on the snag list:
- 16.4.1 has been satisfactorily completed, Municipal project manager / coordinator shall forthwith issue a certificate of practical completion; or
- 16.4.2 has not been satisfactorily completed, Municipal project manager / coordinator shall forthwith identify the items on the snag list that are not yet complete and inform the contractor thereof and the contractor shall proceed to rectify.
- 16.5 Should Municipal project manager / coordinator not issue a snag/ defects list or updated list within seven (07) working days of the end of the inspection period, the contractor shall notify the Municipality. Should the Municipality not issue such snag/ defects list within seven (07) working days of receipt of such notice practical completion shall be deemed to have been achieved either:
- 16.5.1 On the date that practical completion was anticipated;
- 16.5.2 On the date of expiry of the notice given by the contractor.
- 16.6 The contractor shall not be obliged to carry out any contract instruction for additional work issued after the date of practical completion.
- 16.7 Upon the issue of the certificate of practical completion, the Municipality shall be entitled to possession of the works and the site and the defects liability period shall commence.

17. DEFECTS LIABILITY PERIOD (RETENSION)

- 17.1 The defects liability period shall commence with the issue of the certificate of practical completion of the works or deemed achievement of practical completion.
- 17.2 The defects liability period shall be a period of three (03) months from date of issue of practical completion certificate.
- 17.3 Five (05) working days after the expiry of defects liability period:
- 17.3.1 a joint inspection of the works between the Municipal project manager / coordinator, PMU, NHBRC and the contractor shall be done.

- 17.4 Where in the opinion of all parties after the joint inspection:
- 17.4.1 there are no defects to the works, the Municipal project manager / coordinator shall proceed to issue a final account and final payment certificate to the contractor in terms of clause 18 below.
 - 17.4.2 there are defects to the works, issue within two (02) working days of the inspection, a defects list to the contractor which shall be attended to within a period of twenty-one (21) days from date of receipt.
- 17.5 If the contractor fails to rectify within a period specified in clause 17.4.2, the contractor shall:
- 17.5.1 forfeit the 5% guarantee;
 - 17.5.2 the municipality shall remedy the defects to the works and the expenses incurred shall be recovered from the performance guarantee held by the municipality and the difference, if any shall be paid to the contractor;
 - 17.5.3 If the expenses incurred by the municipality exceed the amount held, the contractor shall reimburse the municipality for all loss incurred within a period of thirty (30) working days from date of receipt of the notice to that effect.
- 17.6 If the agreement is terminated, the project manager must within three (03) months prepare a report for the work done by the contractor and the status of such work to enable the municipality to release guarantee.

18. FINAL COMPLETION

- 18.1 At the end of the defects liability period, Municipal project manager / coordinator shall forthwith inspect the works and where the works:
- 18.1.1 Has reached final completion, Municipal project manager / coordinator shall forthwith issue a certificate of final completion to the contractor and keep a copy.
 - 18.1.2 Has not reached final completion, Municipal project manager / coordinator shall forthwith issue defects list to the contractor defining the defects, which have appeared during the defects liability period, to be rectified to achieve final completion.
- 18.2 Where in the opinion of the contractor, the defects list has been completed, the contractor shall notify the Municipal project manager / coordinator who shall inspect same within seven (07) working days of receipt of such notice. Where in the opinion of the Municipal project manager / coordinator, the defects list either:

- 18.2.1 has been satisfactorily completed, the Municipal project manager / coordinator shall forthwith issue a certificate of final completion to the contractor and keep a copy,
- 18.2.2 has not been satisfactorily completed or where further defects have become apparent, the Municipal project manager / coordinator shall forthwith identify such items on the defects list and inform the contractor thereof who shall repeat the procedure in terms of clause 18.2 above
- 18.3 Should the Municipal project manager / coordinator not issue a defects list within seven (07) working days from the end of the defects liability period, the contractor shall notify the Municipality. Should the Municipality not issue such defects list within seven (07) working days from receipt of such notice, the certificate of final completion shall be deemed to have been issued on the date of expiry of the initial notice period and final completion shall be deemed to have been achieved on such a date.
- 18.4 An issued certificate of final completion shall be conclusive evidence as to the completed works in terms of contractor's obligations other than for latent defects in terms of clause 20 below.

19. NHBRC WARRANTY (ROOF LEAKAGE PERIOD)

- 19.1 The roof leakage period shall be a period of twelve (12) months commencing from the date of issuing of a practical completion certificate.
- 19.2 The beneficiary shall report the leakage anytime during the roof leakage period to the municipality and NHBRC.
- 19.3 The municipality, the contractor and NHBRC shall inspect the defects and issue a contract instruction to the contractor to remedy the defects within a period of seven (07) working days from date of receipt of the instruction.
- 19.4 If the contractor fails to remedy the defects in terms of clause 19.3, NHBRC shall suspend the contractor and disciplinary proceedings against the contractor shall commence.
- 19.5 NHBRC shall instruct the beneficiary to remedy the defects and the expenses incurred shall be recovered from the contractor by NHBRC.
- 19.6 Any other defects which occurred after the defects liability period and roof leakage period, the beneficiary shall be responsible to remedy such defects provided the defects are not major structural defects or roof leakage defects related.

20. LATENT DEFECTS LIABILITY PERIOD / NHBRC WARRANTY (MAJOR STRUCTURAL DEFECTS)

- 20.1 The latent defects liability period shall commence at the start of the construction period and end five (05) years from the date of achievement of final completion.
- 20.2 The contractor shall make good all defects that appear up to the date of final completion.
- 20.3 The beneficiary shall report any defects related to the structure to the Municipality and NHBRC at any time within the five (05) year defects liability period.
- 20.4 The Municipality and NHBRC shall inspect the defects and issue an instruction to the contractor to remedy the defects within a period of twenty-one (21) working days from date of receipt.
- 20.5 If the contractor fails to remedy the defects in terms of clause 20.4, NHBRC shall suspend the contractor and the terms of Regulation 15 (2) of the Preferential Procurement Policy Regulations read with Treasury Practice Note 5 of 2006 will be applied against the contractor.
- 20.6 NHBRC shall then proceed to remedy the defects and recover expenses incurred from the contractor.
- 20.7 Any defects which may occur after the expiry of the five (05) year latent defects.

21. REVISION OF DATE FOR PRACTICAL COMPLETION

- 21.1 The circumstances for which the contractor is entitled to a revision of the date of practical completion and for which revision shall not adjust the contract value are the delays to practical completion caused by one or more of the following:
 - 21.1.1 Adverse weather conditions;
 - 21.1.2 The inability to obtain materials where the contractor has taken all practical steps to avoid and/or reduce the delay (proof thereof is required);
 - 21.1.3 Making good physical loss and repairing damage to the works where the contractor is at risk;
 - 21.1.4 An event that neither party could prevent including civil commotion, riot, strike or lockout;
 - 21.1.5 Failure to give possession of site to the contractor;
 - 21.1.6 Contract instructions not occasioned by the fault of the contractor;

- 21.1.7 Failure to issue construction information timeously;
 - 21.1.8 Opening and testing of the works where such work is in accordance with the contract specifications;
 - 21.1.9 Any other cause beyond the contractor's reasonable control that could have reasonably been anticipated and provided for.
- 21.2 Should any of the circumstances occur which could in the opinion of the contractor, cause delay to the practical completion, the contractor shall within seven (07) working days of becoming aware, give notice to the Municipality and take all reasonable steps to avoid or reduce further delay.
- 21.3 Where a contractor requests revision of the date of the practical completion, the request shall in respect of each circumstance state:
- 21.3.1 the relevant clause or clauses relied upon;
 - 21.3.2 the particulars of the effect of the delay on the critical progress towards completion and proof thereof where necessary, and
 - 21.3.3 the extension period claimed in working days and the calculation thereof.
- 21.4 The Municipality shall within fourteen (14) working days of receipt of the notice, grant in full, reduce or refuse the working days claimed. The Municipality shall:
- 21.4.1 determine the revised date for the practical completion in relation to the working days granted;
 - 21.4.2 identify each circumstance and the relevant sub clause for each revision granted or amended, or
 - 21.4.3 Give reasons for refusing such request.
- 21.5 Where the municipality fails to act, the request shall be deemed to be refused.

22. SUBSIDY AMOUNT AND PAYMENTS

- 22.1 The total subsidy amount for this project shall be **R73 193 480.00 (Seventy-Three Million One Hundred and Ninety-Three Thousand Four Hundred and Eighty Rands Only)** calculated as follows:

404 units (top structures) x R181 172.00 (excluding geo-tech)

- 22.1.1 The parties agree that payment will be made with regard to all amounts becoming due for work done to the Contractor and payment will be made in terms of cost breakdown
- 22.1.2 The contractor shall deliver to the project manager or any authorised person, a claim for payment of all amounts he/she considers to be due to him/her and the project manager, Municipal project manager / coordinator or authorised person shall, verify the work done and

process and forward the claim to the Municipality for further processing and payment, taking into account the following:

22.1.2.1 a deduction of any amount/s previously paid which are considered to be overpaid to the contractor.

22.2 The parties agree that payment shall be effected per milestone and that payment will be made within a period of thirty (30) days after receipt of the claim.

22.3 The contractor shall be allowed a period of thirty (30) from date of expiry of the agreement to consolidate and reconcile all payments received and submit claims for all work done as at date of expiry of the contract which was not yet paid.

23. FINAL ACCOUNT AND FINAL PAYMENT

23.1 The Municipal project manager / coordinator shall cooperate with and assist the contractor in the preparation of the final account and the contractor shall issue the final account to the Municipality before the issue of the final completion certificate.

23.2 The Municipal project manager / coordinator shall accept or object to the final account within a period of seven (07) working days from receipt thereof. On acceptance or should the final account be objected to without reasons within the specified period, the Municipality shall issue a final payment.

23.3 Should the municipality dispute the correctness of the final account and such dispute not be resolved within a period stated in 23.2 above or such an extended period, the final payment certificate shall nevertheless be made.

23.4 The Municipality shall pay the contractor the amount certified in the payment certificate within a period of thirty (30) working days of the date of issue of the final payment certificate.

24. PENALTY CLAUSE

24.1 The municipality may reduce the number of allocated units without prejudice of any other rights it may have where the contractor:

24.1.1 Fails, without reasonable cause, to commence with the works within fourteen (14) working days after being given possession of the site or has suspended the works;

24.1.2 Fails or refuses to comply with a contract instruction;

24.1.3 Has failed to comply with clause **3.1.1 above**;

24.1.4 Fails to perform satisfactorily and in accordance with the performance analysis.

24.1.5 Has failed to remedy an act of default after due notice was given by Municipality calling it to rectify such deemed act of default within fourteen (14) working days of such notice.

25. TERMINATION

25.1 The municipality shall terminate this agreement, without prejudice to any rights it may have in law, where the contractor:

25.1.1 By Agreement;

25.1.2 Has abandoned the project;

25.1.3 Has failed to comply with contract specifications provided for in Annexure I, even after due notice has been given, and as a result the works is shoddy and of poor workmanship;

25.1.4 The date which the project was supposed to have been completed, has lapsed and the project is not completed;

25.1.5 Is placed under judicial management, liquidation or sequestration (whether provisional or final);

25.1.6 Fails or is likely to fail to complete the project within the project period.

25.2 The contractor may terminate this agreement, without prejudice to any right it may have in law, where the municipality:

25.2.1 Has failed to give possession of the site to the contractor;

25.2.2 Has without any reason, failed and/or refused to effect payment to the contractor for the works.

25.3 In the event of the either party being deemed to have committed an act of default, the aggrieved party may give written notice (without prejudice to any other right or remedy it may have in law) calling upon the other party within a period of fourteen (14) working days after the date of such notice, to rectify such deemed act of default.

25.3.1 If the party fails to rectify the default within the stipulated timeframe the aggrieved party may terminate the agreement,

25.3.2 If the party rectify the default within the stipulated timeframe, the notice will fall away.

25.4 Upon termination, the relationship between the parties shall terminate and the execution of the works by the contractor shall cease. The contractor shall vacate the works, the site and possession shall be returned to the municipality.

- 25.5 The municipal project manager / coordinator shall forthwith compile a report on the status of the portion of the works executed by the contractor and shall issue a report to the parties.
- 25.6 The municipal project manager / coordinator shall timeously commence and complete a final account.
- 25.7 The contractor shall not be relieved of any of its' liabilities concerning that portion of the works executed by the contractor. The contractor may be called upon to rectify the defects in the portion of the works executed by the contractor to render the works payable, failing which the municipality shall rectify same and:
- 25.7.1 recover the expenses incurred from the contractor;
- 25.7.2 where the expenses incurred by the Municipality in remedying the defects exceed the monies so retained, the Municipality shall be entitled to recover from the contractor any amount in excess of the monies so retained, upon demand and upon such terms and conditions that the Municipality in its sole and absolute discretion deem fit and appropriate in the circumstances.
- 25.8 The municipality may invoke the provisions of Regulation 15 (2) of the PPPFA read together with Treasury Practice Note 5 of 2006 and restrict the contractor, its shareholder/s or member/s, director/s or managing member/s from doing business with organs of state for a period determined by the municipality.

26. DISPUTE RESOLUTION

- 26.1 If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of this Agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 26.2 If, after fifteen (15) business days, the parties have failed to resolve their dispute or difference by such mutual consultation, it shall be deemed to be a dispute and shall be referred by the aggrieved party to a South African court of law for a final determination of the dispute.
- 26.3 Notwithstanding any reference to mutual consultation and/or court proceedings herein, the parties remain obliged to perform their respective obligations in terms of this Agreement.

27. CESSION FOR MATERIAL

- 27.1 Neither party shall assign or cede rights or obligations under this agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

- 27.2 Payment shall only be made by the Debtor if there is an amount due in terms of the normal payment milestones as agreed between the Debtor and the Cedent in the original contract (i.e. foundation, wall plate and roof and finishes).
- 27.3 The cession or assignment shall not form the basis of any legal defence of whatever nature for the contractor in the event of non-completion or any delay whatsoever in the completion of the contract.
- 27.4 The Municipality shall not be responsible to resolve any dispute between the contractor and any supplier based on the credit/cession agreement.

28. SUB- CONTRACTING

- 28.1 A contractor may enter into a subcontracting arrangement with anyone and the contractor is liable for all the works carried out on site by the appointed sub-contractors.
- 28.2 A contractor may not sub- contract more than 25% of the value of the contract to any other enterprise.
- 28.2.1 25% of the value of the Contract shall be from companies/businesses within jurisdiction of Polokwane Local Municipality
- 28.3 The Contractor shall not subcontract the whole contract.

29. RELAXATION AND WAIVER

- 29.1 The non - performance of any provision of this agreement or any indulgence which either party may grant to the other, shall be without prejudice to the rights of the party granting such indulgence to insist upon the strict compliance with the agreement, or to enforce its rights in respect of which such indulgence was granted.
- 29.2 The Contractor waives its rights in terms of Regulation 15 of the Preferential Procurement Regulations of 2001 read with Practice Note 5 from National Treasury in favour of the Municipality to dispense with the pre-requisites of the said regulation prior to the notice restriction of the legal entity and all its directors, shareholders or members.

POLOKWANE MUNICIPALITY

BID NUMBER: PM 12 - 24/25

BID DESCRIPTION: APPOINTMENT OF TEN (10) CONTRACTORS FOR THE CONSTRUCTION OF LOW COST HOUSES (RDP) FOR A PERIOD OF THREE (03) YEARS.

PART C2: PRICING DATA

C2.1: BILL OF QUANTITIES / PRICE BREAKDOWN

C2.1 Bill of Quantities / Price Breakdown

2024/2025 COST BREAKDOWN

2. DETAILED SPECIFICATIONS:

COST BREAKDOWN - RURAL AND URBAN ALLOCATION			
PERCENTAGE OF SUBSIDY QUANTUM (QUANTUM = R181 172.00)	PAYMENT	PHASE/ITEM	INSPECTION CHECKLIST
30%		EARTHWORKS, CONCRETE, FORMWORK REINFORCEMENT	<p>1. SUBSTRUCTURE/FOUNDATION (SANS 10400 PART H)</p> <p>1.1. All foundations, foundation walls, and structural concrete work as per the Professional Engineer’s specifications and details. Foundations (to be designed as per geo-tech soil classification).</p> <p>1.2. Foundations shall be inspected and certified by a registered Professional Engineer.</p> <p>1.3. Site clearance (building line) to be 2m from the wall (boundary line), all around.</p> <p>1.4. NB: Where shuttering is used, all shutters are to be oiled, plumbed, and supported by struts placed at 400mm c/c and the shutters have a minimum size of 150mm in height.</p> <p>1.5. Compaction is to be done by mechanical means in 150mm layers.</p> <p>1.6. The maximum height of 400mm measured beneath all slabs from the lowest point, the compaction shall be done by a certified competent person. NHBRC Part 3-2.6</p> <p>2. FLOORS: (SANS 10400 PART J)</p> <p>2.1. Soil Poisoning As per the Engineers specifications and details. All soil poisoning works must be carried out by a licensed person and issue a certificate of compliance. Every house should have a new certificate one copy for the whole project is not allowed.</p> <p>2.2. Front Stoep: 85mm thick concrete slab to Engineer’s specification and details. The stoep level is to be 85 mm lower than the inside of the house and 85mm above the concrete apron. Where applicable, a ramp (not steeper than 1:12) at the entrance to Engineer’s specification and details</p> <p>2.3. Under floor membrane to be laid in accordance with NHBRC Part 3-2.7.</p>

			<p>2.4. Concrete surface bed, thickness as per Engineer's specification and details, with rough/ wooden float finishing to allow screed.</p> <p>2.5. All foundation slabs should be 150 mm above natural ground level</p> <p>2.6. All materials and products to be SABS approved (Stamped where applicable)</p> <p>N.B: Every milestone should be in line with the house plan and the specification</p>
26%		BRICKWORK	<p>3. SUPERSTRUCTURE: (SANS 10400 PART K)</p> <p>3.1. WALLS: Single leaf 140mm thick cement Maxi bricks (290mm x 140mm x 90mm) or, double leaf for external stock brick (220mm x 110mm x75 mm) for external walls and single leaf for internal walls or of equal quality and approved, with minimum compressive strength of 7mpa on 375micron DPC. Walls to receive 15mm thick smooth sand/cement plaster. Neatly plastered. All internal walls are to be built up to 1 brick course above wall plate height</p> <p>3.2. BRICK FORCE: Brick force to all walls. Install 2.8mm dia. by 75mm, 110mm wide, and 150mm reinforcement at every 4th course. Above door and window level (window and door) formed in brickwork (internal and external walls, including gables) - every course up to wall plate extending 500mm beyond opening in both directions</p> <p>3.3. DPC: 375-micron DPC to be laid at the minimum level of 110,150mm and 220 mm above ground level.</p> <p>3.4. DOOR FRAMES:</p> <p>a) 1.6mm pressed steel doorframe single rebated, with 2 paired hinges. One coat of factory primer paint must be applied to the frame before dispatch. 140mm door frame must be used for proper wrapping around 140mm walls, and all lugs horizontally fixed into the walls to secure walls and frames. All frames must be positioned to the correct hand as per house plan, LH/RH. Frames must be braced on top and bottom, plumbed in both directions and check the top of the frame level using spirit level before commencing with brickwork to maintain squaring of the door frames. Spreader bars must be covered by screed.</p> <p>3.5. WINDOW FRAMES:</p> <p>a) Standard residential, hot-dipped galvanized mild steel window. SABS approved</p> <p>b) Living Room and Bedrooms: Clisco type ND4 steel window frame (1mm) or equal approved (to comply with SABS 727)</p>

			<p>c) Kitchen: Clisco type NC2 steel window frame (1mm) or equal approved (to comply with SABS 727)</p> <p>d) Bathroom: Clisco type NC1 steel window frame (1mm) or equal approved (to comply with SABS 727)</p> <p>All window frames must be plumbed and cantered in the middle of the rooms; all lugs horizontally fixed into the walls to secure the window frame to the wall.</p> <p>Top of window and door frames to be at the same level.</p> <p>NB: Interlocking is to be done as per the NHBRC manual. (See brick bonding diagram).</p> <p>N.B: Every milestone should be in line with the house plan and the specification</p>
35%		ROOF STRUCTURE	<p>4. ROOFS: (SANS 10400 PART L)</p> <p>4.1. Trusses: Lightweight steel trusses as per the Engineer's details and specifications, at maximum 1100mm cc. Shop drawings/designs are to be submitted for approval.</p> <p>Alternative roof trusses: SA Pine Roof trusses as per Engineer's details and specifications, spaced to a maximum of 760mm, installed onto 114x38 wall plate. Shop drawings/designs are to be submitted for approval.</p> <p>Trusses to accommodate the weight of solar panels</p> <p>4.2. Wire Anchors (roof truss wire anchors) 4mm single or 2.4mm double stranded galvanized roof ties anchors built-in 6 courses deep into walls.</p> <p>4.3. Flashings: Flashing as per manufacturer's details and specifications. Side flashing on gable ends.</p> <p>4.4. Fascia: Everite FC77 pressed fibre cement 225x12mm flat sheet fascia screwed to trusses to receive paint.</p> <p>4.5. Roof Tiles: Roof tiles shall comply with the requirements of SANS 542. Roof tiles fixed as per SANS 10062.</p> <p>4.6. Double Roman interlocking concrete roof tiles, colour TBC, fixed at 23° pitch with three rows of tiles at the ridge, eaves, and verges for the full overhang and every third tile in every row over the remainder of the roof in a raking pattern using non-corrosive nails to 38 x 38mm sawn softwood battens (spaced at 320mm c/c), on under Tile Membrane (thickness = 400 Micron) with joints lapped 150mm fixed over rafters.</p>

			<p>5. PLASTER</p> <p>5.1. Plaster: External One coat cement plaster, steel float, to a minimum 12mm 4:1 mixture cement plaster applied to wall. To receive paint</p> <p>5.2. Plaster: Internal One coat cement plaster, steel float, to a minimum 12mm 4:1 mixture cement plaster applied to wall. To receive paint.</p> <p>6. Wall Tiles (Room can be used as 'bathroom'):</p> <p>6.1. 600mm x 300mm Ceramic wall tiles, fixed to internal wall plaster backing with full tile cement bedding and tile adhesive mixed with bonding liquid. Joints of 2mm continuous in both directions (vertical and horizontal) and grouted with tile grout. Excess grout on the surface is to be cleaned with water as work proceeds. Provide tile edge strips</p> <p>7. SCREED</p> <p>7.1. Screed: 25mm thick cement mortar (class II mortar) in 1:3. Screed must be smoothly finished, and it must cover spread bars at all door frames, maintaining a gap of 5mm maximum between doors and finished floor level. (Internal and External) NB: If the slab is power floated, consider using non screeded door frames. Alternative method of maintaining a gap of 5mm maximum between doors and floor finish must be approved.</p> <p>8. APRONS:</p> <p>8.1. Storm water drainage as per engineer's specification. 1000mm wide x 100mm thick concrete apron all round to be laid to fall away from building to Engineer's specification and details.</p>
		<p>CEILING AND INSULATION</p>	<p>9. CEILING:</p> <p>9.1. Ceiling Height: A minimum of 2,5m ceiling height is required for all units</p> <p>9.2. Ceiling (fiber cement): 4 mm Everite Cladit in mainly 1200mm x 2400mm panels to 38 x 38mm S.A Pine branderings at 450mm centers in one direction. To receive paint</p> <p>9.3. Gypsum Cornice: Gypsum 75mm standard cornice, to be painted</p> <p>9.4. Insulation: 55mm thick flexible, non-combustible thermal ceiling insulation, to comply with the latest SANS 428 fire standards, SANS 1381-1</p>

	<p>WINDOWS</p>	<p>10. GLAZING: (SANS 10400 PART N) 10.1 Glass area of less than 0.75m² to be 3mm thick. 10.2 All glass more than 0.75m² to be 4mm thick. 10.3 Glass to the bathroom to be 4mm obscured glass. 10.4 All putty is to be treated with a hardener & finished off with 1 x universal undercoat and 2 x coats of final non-drip enamel paint. All glazing works must be carried out by a licensed glazier and issued a certificate of compliance, every house should have a new certificate, one copy for the whole project is not allowed.</p>
	<p>DOORS</p>	<p>11. DOORS 11.1. External door: 813mm x 2032mm x 40mm Meranti framed ledged, braced, and battened. With 20 x 76mm V-jointed. 4mm flush boarding including 50 x 76mm weather bar. To receive varnish 3-lever SABS-approved mortice lock 11.2. Internal door: 813mm x 2032mm x 40mm hollow core flush panel door with Masonite finish and concealed hardwood edges. To receive paint. 3-lever SABS-approved mortice lock</p>
	<p>ELECTRICAL</p>	<p>12. ELECTRICAL NOTES 12.1 All material must be of SABS-approved standard. 12.2 The installation must be as per the SABS 0145 (green book) 12.3 When the 50mmx100mm galv. box (for light switches) or 100mmx100mm galv. box (for wall plugs and stove isolator) connect make use of 20mm male duper and all conduits must be chased into the wall. 12.4 Make use of a mesh before plastering 12.5 The 20mm conduit must be all galvanized boxes. 12.6 The 20mm conduit must be continuous throughout until the tie beam. 12.7 All points must be earthed. 12.8 All connections must be crimp (ferels) 12.9 The copper bridge piece in the d/b must be covered with isolation tape. 12.10 The installation shall consist of the following: a) Distribution Board: › Supply and install a 10-way flash distribution board (DB), 1.6 m from the final floor level. › The DB must also have all the applicable/necessary labels › Make use of a 10mm armored cable between the house and the municipality connection</p>

			<ul style="list-style-type: none"> › One (1) Earth leakage 63a green and a 60ampc/b to protect the power supply cable OR a white earth leakage › Supply and install a 10mm armored cable as from the municipality connection. <p>b) Stove Isolator:</p> <ul style="list-style-type: none"> › Supply and install a 100x100 mm galvanized box, 1200mm from final floor level. › Make use of a 6mm wire for the circuit and provide a connection point for the stove. › One stove isolator must be installed. › 40a C/B can be installed for the circuit. <p>c) Wall Plugs:</p> <ul style="list-style-type: none"> › Supply and install a 100mm galvanized box in each room, 400mm from the final floor level › Supply and install a 100mm galvanized box in the kitchen, 1200mm from the final floor level › Kitchen two (2) – double plug › Sleeping rooms one (1) – double plug › Lounge one (1) – double plug › Make use of a 2.5mm wire for circuits. › 20a C/B can be installed for the circuit. <p>d) Light Circuit</p> <ul style="list-style-type: none"> › Supply and install a 50x100m galv. box, 1400mm from the final floor level for the light switches › Supply and install a 20mm round box at all points in the middle of the ceilings (for the connection of the lights) › Make use of a 1.5mm wire for the circuits. › 10a C/B can be installed for the circuit <p><u>ALL ELECTRICAL WORK TO BE CONDUCTED BY A LICENCED ELECTRICIAN</u></p> <p>N.B: The contractor must conduct the required inspection and tests, and issue a certificate of compliance for all the work done, for each house.</p> <p>The CERTIFICATE OF COMPLIANCE must be completed in full. Every house should have a new certificate, one copy for the whole project is not allowed. The Compliance Certificate should be endorsed by Polokwane Municipality’s Energy Unit</p>
		<p>FINISHING AND PAINTWORK</p>	<p>13. FINISHES:</p> <p>13.1. Floors to be steel-floated or have a smooth steel-troweled finish.</p> <p>13.2. Internal Wall Paint:</p> <ul style="list-style-type: none"> › 1x Universal undercoat, SABS approved

			<ul style="list-style-type: none"> › 2x Acrylic PVA paint, low sheen finish, SABS approved 13.3. External Wall Paint: <ul style="list-style-type: none"> › 1x Universal undercoat › 2x Acrylic Exterior PVA paint 13.4. Ceiling Paint: <ul style="list-style-type: none"> › 1x Universal undercoat › 2x Acrylic PVA. 13.5. Doors and Window Frames: Touch up red oxide factory primer & apply: <ul style="list-style-type: none"> › 1 x Undercoat for steel › 2 x Coats final non-drip enamel paint 13.6. External Doors: Prepare surface and apply: <ul style="list-style-type: none"> › 2 x Coats Satin gloss Varnish Sanded down between coats 13.7. Internal Doors: Prepare surface and apply: <ul style="list-style-type: none"> › 1 x Approved undercoat › 2 x Approved Non-drip Enamel paint 13.8. Signage (house number): <p>190mm x 190mm / 250mm x 250mm / 290mm x 290mm, 0.9mm thick ABS signage board, with counter-sunk fixing holes plugged and screwed with screws to the wall (position to be confirmed on site)</p>
		<p>PLUMBING: SANITARY FITTINGS (ONLY IN URBAN AREAS)</p>	<p>14 FINISHES</p> <p>14.1 Sink single end 900mm x 460mm Stainless Steel sink, securely fixed to the wall with brackets and silicon sealed all round (brackets should be SABS approve (provide proof) 38mm diameter CP waste and plug, with black flexible reseal trap. Installed as per manufacturers specification Tap: Extended Bib tap with cold indices (chrome plated) installed as per manufactures specification)</p> <p>14.2Basin: Wall mounted – white – 510mm x 405mm x 130mm Rounded basin with one semi-punched taphole, including integrated overflow. Black flexible reseal trap. Security fixed wall and silicon sealed all round</p> <p>14.3 WC: low level suite with a ninety degrees (90 Deg.) outlet wash-down pan (front single flush) and matching 6 litre SISO cistern complete with lid, fitments and flush-pipe, fixed to floor-1:3 cement mix Seat – heavy duty plastic, flap and hinges, or of equal quality fixed to pan</p> <p>14.4 External Pipe: SABS plastic “Polycop Class 16 pipe” or equal approved</p> <p>14.5 (a) Internal water pipe: all cold water copper piping shall comply to SABS 460 Class Q with capacity soldered joint fittings</p> <p>14.5 (b) Internal water pipe: all hot water copper piping shall comply to SABS 460 Class Q with capacity soldered joint fittings</p>

			<p>14.6 All internal water pipe to be chased into wall prior to plastering (NB: all chased work should not temper with brick force or any wiring in the wall)</p> <p>14.7 All pipes sizes indicated refer to internal pipe diameters</p> <p>a. WHB – feeder Min 15mm, Tap connection 12mm</p> <p>b. Sink – feeder Min 15mm, Tap connection 12mm</p> <p>c. Shower – feeder Min. 15mm, Tap connection 12mm</p> <p>d. WC – feeder Min. 15mm, Tap connection 15mm</p> <p>14.8 All WHBs, sinks and wash troughs to receive chrome plated ballock with flexible connections in the water supply to the tap fittings directly below the sanitary fittings at an accessible position to allow for the individual isolation of all fitting for maintenance purposes.</p>
9%		VIP TOILET	<p>15. TOILET PIT:</p> <p>15.1. VIP PIT: Hand or mechanically dug pit in the following dimensions is 1500mm Length x 1200mm width x 2000mm depth. The pit should be raised not more than 1000mm above the ground level if the water level is high or the soil is rock. Double block pit wall should be used in this case.</p> <p>15.2. PIT Wall: Single leaf 140mm thick cement Maxi bricks (290mm x 140mm x 90mm) or of equal quality and approved, with minimum compressive strength of 7mpa, built on the centre of 200mm x 300mm footing. 15mm diameter holes to be provided at 250mm vertical centre and 900mm horizontal centres to within 500mm of the underside of the floor slab. Walls to receive 15mm thick smooth sand/ cement plaster. Neatly plastered.</p> <p>15.3. FLOORS</p> <ul style="list-style-type: none"> › 125mm reinforced concrete slab mesh ref.245 centrally placed. › Screed: 25mm thick cement mortar (class II mortar) 1:3 ratio. › Screed must be smoothly finish and covers spread bars of door frame at finishing stage and sloped toward the door frame. <p>15.4. SUPERSTRUCTURE</p> <ul style="list-style-type: none"> › Walls: Single leaf 140mm thick cement Maxi bricks (290mm x 140mm x 90mm) or of equal quality and approved, with minimum compressive strength of 7mpa on 375micron DPC. Walls to receive 15mm thick smooth sand / cement plaster. Neatly plastered. › Brick Force: Brickforce to all walls. Install 2.8mm dia. by 110mm wide reinforcement at every 4th course. Over opening formed in brickwork, every course up to wall plate extending 500mm beyond opening in both directions

			<p>› DPC: 375-micron DPC to be laid at the minimum level of 125mm above ground level to prevent rising damp. DPC must be sandwiched between two layers of mortar.</p> <p>15.5. PLASTER</p> <p>› Plaster: External One coat cement plaster, steel float, to a minimum 12mm 4:1 mixture cement plaster applied to wall. To receive paint</p> <p>› Plaster: Internal One coat cement plaster, steel float, to a minimum 12mm 4:1 mixture cement plaster applied to wall. To receive paint</p> <p>15.6. VENTILATION:</p> <p>› Opening of 200 x 290mm to be positioned centrally at the back wall of the toilet as per plan two courses below the roof.</p> <p>› Vent pipe: The ventilation pipe shall be installed such that is 500mm above the highest point of the roof. 110-diameter vent pipe must be manufactured black with insect screen cover. The vent pipe should be fixed to the wall using two galvanized clamps 1m away.</p> <p>15.7. FINISHES</p> <p>› Floors to be steel-floated or a have smooth steel-troweled finish.</p> <p>› Internal Wall Paint: 1x Universal undercoat, SABS-approved 2x Acrylic PVA paint, low sheen finish, SABS approved</p> <p>› External Wall Paint: 1x Universal undercoat 2x Acrylic Exterior PVA paint</p> <p>› Door frame: Touch up red oxide factory primer & and apply: 1 x Undercoat for steel and 2 x Coats of the final non-drip enamel paint</p> <p>15.8. Door: 1,2mm thick internal Heavy-duty self-closing combi/shawl door frame and 0.7 Steel Door (813 x 2030) reinforced with three horizontal struts with Pad latch lock. The exposed part of the door frame and door must be cleaned and ready to accept 2 coats of non-drip enamel paint (the same colour as the paint used on the frames of the house).</p> <p>15.9. Toilet seat: The toilet seat should be firmly fitted and the base to be covered by topping</p> <p>N.B: Every milestone should be in line with the house plan and the specification</p>
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POLOKWANE MUNICIPALITY

BID NUMBER: PM 12 - 24/25

BID DESCRIPTION: APPOINTMENT OF THREE (3) CONTRACTORS FOR THE CONSTRUCTION OF LOW COST HOUSES (RDP) FOR A PERIOD OF ONE YEAR (2024/2025 FINANCIAL YEAR)

PART C1: SCOPE OF WORK

C3.1: DESCRIPTION OF THE WORKS

C3.2: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

POLOKWANE MUNICIPALITY

BID NUMBER: PM 12 - 24/25

BID DESCRIPTION: APPOINTMENT OF TEN (10) CONTRACTORS FOR THE CONSTRUCTION OF LOW COST HOUSES (RDP) FOR A PERIOD OF THREE (03) YEARS.

C3.1 Description of The Works

- The municipality intends to appoint 3 service providers for the construction of 404 low cost housing units (RDP) within the identified developmental areas of Polokwane Municipality.
- Project is classified in to two categories, namely 254 rural units and 150 urban units:

- **RURAL ALLOCATIONS**

Each rural unit will comprise of 2 bedrooms, open plan kitchen, living area and a VIP toilet.

Rural housing allocation is 254 units which will be divided by 2 equal parts (127 units per contractor).

Rural Housing units will be built in different wards of the municipality and different villages.

Product description

40m2 house to be built according to the approved building plan. Built with brick and mortar. Foundation, roof and aprons to be specified by the Engineer. The walls should be plastered and painted both internally and externally.

Roof Covering

Houses will be roofed with concrete roof tiles

Electrical Work

Electrical work should be done in accordance to their stands and should correspond with the approved plan.

VIP Toilet

Each unit to go with a VIP toilet and be built according to plan.

- **URBAN ALLOCATIONS**

Each urban unit will comprise of 2 bedrooms, open plan kitchen, living area and a bathroom.

Urban housing allocation is 150 units which will be built in Polokwane Ext 126 and Ext 127.

Product description

40m2 house to be built according to the approved building plan. Built with brick and mortar. Foundation, roof and aprons to be specified by the Engineer. The walls should be plastered and painted both internally and externally.

Roof Covering

Houses will be roofed with concrete roof tiles

Electricity and plumbing work

Electricity and plumbing work should be done in accordance to their stands and should correspond with the approved plan.

NB. All works should be built in accordance with the National Building Regulations and Standard Act (Act 103 of 1977)

C3.2 Occupational Health and Safety

POLOKWANE MUNICIPALITY

Coherent Health & Safety

Specifications



APPOINTMENT OF TEN (10) CONTRACTORS FOR THE CONSTRUCTION OF LOW COST HOUSES (RDP) FOR A PERIOD OF THREE (03) YEARS.

Bid Number: PM 12 - 2024/2025

ANNEXURE A – OHS SPECIFICATION FRAMEWORK

Contractors are expected to submit a comprehensive SHE Plan when submitting a bid in response to Polokwane Local Municipality.

This SHE Plan has to be aligned to **Section 1.6.8 of the SHE Specifications** which addresses the issue of Competency Evaluation of Principal Contractors.

Any contractor submitting a bid in response to Polokwane Local Municipality formal tender request for any construction project, shall prepare and include, in his tender submission, a **draft project specific Occupational Health and Safety plan, specific to activities / tasks to be performed by the Contractor, based on this specification, the Occupational Health and Safety Act (Act no. 85 of 1993) and its Regulations and all applicable environmental and other legislation.** Polokwane Local Municipality as the Client, will evaluate this plan as part of the formal tender adjudication processes to ensure compliance with these OHS Specifications and relevant legislative requirements. According to **Construction Regulations 2014, Section 5(1)(j)**, the Client shall discuss and negotiate with the principal contractor the contents of the principal contractor's Health and Safety plan and must thereafter finally approve that plan for implementation. Likewise, when contractors are submitting their bids, their SHE Plan should be project specific and it should include the OHS Components enlisted below.

OHS requirements for tender evaluation stage will be determined by the contractor grading designation (CIDB) which is determined by the financial and works capability of the contractor and assigned by the Construction Industry Development Board. The competency evaluation will be approached in 2 stages:

STAGE 1: Valid Letter of Good Standing with Compensation Commissioner or other Insurer to be submitted to the Client. (Invalid / Outstanding documentation will result in a request to the tenderer to submit valid / updated documentation within 7 days from communication.)

STAGE 2: SHE Plan.

The **SHE Plan** has to address the following OHS components;

- Introduction
- Scope of Work
- SHE Policy/Substance Abuse Policy/PPE Policy/ Injury Management Policy/ HIV and AIDS Policy
- A list of applicable legislation

- Education and Training
- Roles and Responsibilities for Principal Contractor/Sub Contractor/Construction Manager/Construction Supervisor/Safety Officer/Risk Assessor/Incident and Accident Investigator/Scaffolding Supervisor/Ladder Inspector/SHE Representative
- Emergency Preparedness and Response
- Personal Protective Equipment (PPE)
- Fire prevention
- Material Handling
- Electricity – Safety and Switching Procedures for Installations
- Transportation and Material Handling
- Hazard Identification and Risk Assessments Control
- Communication, Consultation and Participation
- Performance Measurement and monitoring
- Evaluation of Compliance
- Control of Non-Conformance Procedure
- Preventive Action Procedure
- Corrective Action Procedure
- Internal Audits
- Management Review Control of Documents and Records
- Accident Reporting
- Site Specific Safety Rules and Guidelines
- Safety Checklists and Registers
- Good Housekeeping
- Revision

POLOKWANE MUNICIPALITY

C4.1 Drawings