

**TENDER NO.: B048-2022/23 SUPPLY, INSTALLATION AND COMMISSIONING OF NEW AIR-CONDITIONER UNITS WITH REMOTE CONTROLS (REMOVAL OF OLD UNITS IS ALSO COMPULSORY): MADADENI, OSIZWENI AND NEWCASTLE LIBRARIES**



**NEWCASTLE MUNICIPALITY  
COMMUNITY SERVICES – ARTS, CULTURE & AMENITIES**

**TENDER NO.: B048-2022/23  
SUPPLY, INSTALLATION AND COMMISSIONING OF NEW AIR-CONDITIONER UNITS WITH  
REMOTE CONTROLS (REMOVAL OF OLD UNITS IS ALSO COMPULSORY): MADADENI,  
OSIZWENI AND NEWCASTLE LIBRARIES**

**CIDB grading: 1ME or Higher**

**SUBMISSION OF BID DOCUMENT DEADLINE**

**Date: Wednesday, 31 May 2023**

**Time: 12h00**

Venue: Municipal Civic Centre Offices (Rates Hall)  
Tower Block Building, 37 Murchison Street, 1<sup>st</sup> Floor  
Newcastle, 2940

<b>Name of the Tenderer</b>	
<b>CSD Master Registration number</b>	
<b>CIDB CRS number</b>	
<b>Physical Address</b>	
<b>Contact Person(s)</b>	
<b>Phone Number(s)</b>	
<b>E-Mail Address</b>	
<b>Total Tender Amount (VAT Inclusive)</b>	

Sealed bid document must be deposited in the Tender Box provided at the Municipal Civic Centre (Rates Hall), 37 Murchison Street, Newcastle by no later than **12h00** on **31 May 2023** where bids will be opened in public. Please be advised that the name, address, and contact details should be written at the back of the envelope.

### **CHECK-LIST FOR TENDER SUBMISSION**

**PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE BID DOCUMENT:**

Page No.	Description	Completed			
		Yes		No	
Cover	Name of bidder and Contact Details	Yes		No	
5	MBD 1: Invitation to Bid	Yes		No	
34	Authority of Signatory	Yes		No	
36	Compulsory Enterprise Questionnaire	Yes		No	
40	Notice of Compulsory Briefing Session	Yes		No	
41	Record of Addenda to Bid Documents	Yes		No	
42	Proposed Amendments and Qualifications	Yes		No	
43	Schedule of Proposed Sub-Contractors	Yes		No	
44	Central Supplier Database Registration	Yes		No	
45	Schedule of Plant and Equipment	Yes		No	
46	Schedule of Previous Similar Works	Yes		No	
47	Contractor's Certificate of Registration with CIDB	Yes		No	
48	Tenderer's Financial Standing	Yes		No	
49	Compliance with OHSA (Act 85 of 1993)	Yes		No	
50	Declaration of Interest	Yes		No	
53	Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Yes		No	
58	Declaration Certificate for Local Production and Content for Designated Sectors				
63	Declaration of Bidders' Past Supply Chain Management Practices	Yes		No	
65	Certificate of Independent Bid Determination	Yes		No	
68	Certificate for Municipal Services and Payments/Lease Agreement	Yes		No	
71	Form of Offer and Acceptance	Yes		No	
74	Contract Data	Yes		No	
99	Bill of Quantities	Yes		No	

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## **PART T1**

# **BIDDING PROCEDURES**

### **T1.1. BID NOTICE & INVITATION TO BID**



**TENDER NUMBER: B048-2022/23**

#### **SUPPLY, INSTALLATION AND COMMISSIONING OF NEW AIR-CONDITIONER UNITS WITH REMOTE CONTROLS (REMOVAL OF OLD UNITS IS ALSO COMPULSORY): MADADENI, OSIZWENI AND NEWCASTLE LIBRARIES**

The Newcastle Municipality seeks to appoint a contractor who will Supply, Installation and Commissioning of New Air-conditioner units with Remote controls (Removal of old units is also compulsory): Madadeni, Osizweni and Newcastle Libraries.

Tenderers should have an estimated CIDB contractor grading of at least **1ME or Higher**.

Bid documents are obtainable from **15 May 2023**, at the office of the Strategic Executive Director: Budget and Treasury Office, Municipal Civic Centre Tower Block – Office B218 2<sup>nd</sup> Floor, 37 Murchison Street, Newcastle, 2940 during office hours between 08h00 to 15h00 upon a payment of a **non-refundable document fee of R80.00. Alternatively, the document may be downloaded free of charge from the National Treasury website ([www.etenders.gov.za](http://www.etenders.gov.za)).**

**Banking Details** - Banking Details - The Newcastle Municipality, Nedbank - Account No: 1162 6600 66, Br Code: 133 724 (the proof of payment must reflect the bid number and bidder's name as reference).

**Procurement enquiries:** Mr Njabulo Khumalo **Telephone no.:** 034 328 7819  
**OR**

**Technical enquiries:** Ms Aletta Botes **Telephone no.:** 076 704 8947 / 034 328 7619

A **compulsory clarification meeting** with municipal representative will be scheduled for **24 May 2023** starting at 10:00, at Newcastle Library.

Bids will be adjudicated in terms of the Preferential Procurement Regulations, 2022 pertaining to Preferential Procurement Policy Framework Act, 5/2000 and other applicable legislations and will be based on 80/20 points system. Preference points will be awarded to service providers based on Reconstruction and Development Programme - Government Gazette: 16085 (1994) initiatives. This bid will remain valid for 120 days. 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.

Completed bid documents complying with the conditions of bid must be sealed and endorsed **“Tender no.: B048-2022/23 Supply, Installation and Commissioning of New Air-conditioner units with Remote controls (Removal of old units is also compulsory): Madadeni, Osizweni and Newcastle Libraries”** bearing the name and address of the bidder at the back of the envelope to be deposited in the official bid box provided in the foyer of Newcastle Municipality – Municipal Civic Offices (Rates Hall), 37 Murchison Street, 1st floor, Newcastle by no later than **12:00 on Wednesday, 31 May 2023** where bids will be opened in public.

Late quotations or tenders received by way of facsimile or e-Mail will under no circumstances be considered.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Document.

### **Minimum Local Content Requirements**

Only locally produced goods, services or works or locally manufactured goods with a stipulated minimum threshold for local production and content will be considered, in line with Regulation 8(2) of the Municipal Supply Chain Management Regulations and National Treasury Circular 69."

The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South-African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid; and Only the South-African Bureau of Standards (SABS) approved technical specification number SATS 12863:2011 must be used to calculate local content.

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
N/A	N/A%

### **Functional Evaluation**

Only bids that comply with all administrative requirements (Acceptable Bids) will be considered during the functionality evaluation phase as stipulated under Tender Data and thereafter the preferential point scoring system will apply in terms of Preferential Procurement Regulations, 2022.

Minimum functional requirement score: Service providers that submitted acceptable bids and that score at least N/A% on functionality will qualify for next stage of tender evaluation process which is tender ranking stage using Price and Preference (please refer to MBD 6.1).

**Only prospective suppliers who are registered on the National Treasury Supplier database are legible to bid. To register on the CSD log onto [www.csd.gov.za](http://www.csd.gov.za)**

**Mr Z.W Mcineka  
Municipal Manager  
Newcastle Municipality  
Municipal Civic Centre  
37 Hardwick Street  
Private Bag X6621  
Newcastle  
2940**

**T1.2 MBD1: INVITATION TO BID**  
**PART A**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NEWCASTLE MUNICIPALITY					
Bid Number	B048-2022/23	Closing Date	31 May 2023	Closing Time	12h00
Description	SUPPLY, INSTALLATION AND COMMISSIONING OF NEW AIR-CONDITIONER UNITS WITH REMOTE CONTROLS (REMOVAL OF OLD UNITS IS ALSO COMPULSORY): MADADENI, OSIZWENI AND NEWCASTLE LIBRARIES				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

**FIRST (1<sup>st</sup>) FLOOR OF THE NEWCASTLE MUNICIPALITY  
MUNICIPAL CIVIC CENTRE OFFICES (RATES HALL)  
37 MURCHISON STREET  
NEWCASTLE  
2940**

**SUPPLIER INFORMATION**

Name of Bidder					
Postal Address					
Street Address					
Telephone Number	Code		Number		
Cellphone Number					
Facsimile Number	Code		Number		
E-Mail Address					
Vat Registration Number					
Tax Compliance Status	TCS PIN:		OR	CSD No:	

<b>Preferential points (80/20) or (90/10)</b>	Price = 80 / 90	Preferent points = 20 / 10	Total = 100
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<b>Specific Contract Participation Goals</b>	<b>20</b>	<b>10</b>	<b>Tick for claim</b>
Black people (With no franchise in national elections before the 1983 and 1993 Constitution / HDI)	<b>8</b>	<b>4</b>	
Women / female (HDI)	<b>2</b>	<b>1</b>	
People with disability (HDI)	<b>2</b>	<b>1</b>	
Youth (HDI)	<b>4</b>	<b>2</b>	
Locality (within Amajuba district)	<b>4</b>	<b>2</b>	
<b>TOTAL HDI SCORE</b>	<b>20</b>	<b>10</b>	

<b>Total Number of Items Offered</b>		<b>Total Bid Price:</b>	
<b>Signature of Bidder</b>		<b>Date:</b>	

**Capacity under which this bid is signed:**

**ENQUIRIES MAY BE DIRECTED TO:**

<b>Bidding Procedure Enquiries</b>		<b>Technical enquiries</b>
Contact person	Mr Njabulo Khumalo	Ms Aletta Botes
Telephone number	034 328 7819	076 704 8947 / 034 328 7619
E-mail address	<a href="mailto:Njabulo.khumalo@newcastle.gov.za">Njabulo.khumalo@newcastle.gov.za</a>	<a href="mailto:Aletta.botes@newcastle.gov.za">Aletta.botes@newcastle.gov.za</a>

## PART B Terms and Conditions for Bidding

### 1. BID SUBMISSION:

- 1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
- 1.2. **All bids must be submitted on the official forms provided–(not to be re-typed) or online**
- 1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 Bidders must ensure compliance with their tax obligations.
- 2.2 Bidders are required to submit their unique Personal Identification Number (Pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- 2.3 Application for the Tax Compliance Status (TCS) certificate or Pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the **website [www.sars.gov.za](http://www.sars.gov.za)**.
- 2.4 Foreign suppliers must complete the Pre-Award Questionnaire in part B:3.
- 2.5 Bidders may also submit a printed TCS certificate together with the bid.
- 2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / Pin / CSD number.
- 2.7 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- |  |  |
|--|--|
| 3.1. Is the entity a resident of the Republic of South Africa (RSA)? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.2. Does the entity have a branch in the RSA?                       | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.3. Does the entity have a permanent establishment in the RSA?      | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.4. Does the entity have any source of income in the RSA?           | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.5. Is the entity liable in the RSA for any form of taxation?       | <input type="checkbox"/> Yes <input type="checkbox"/> No |

**If the answer is “no” to all of the above, then it is not a requirement to register for a Tax Compliance Status System Pin Code from the South African Revenue Service (SARS) and if not register as per 2.3 above.**

**NB: Failure to provide any of the above particulars may render the bid invalid.  
No bids will be considered from persons in the service of the state.**

**SIGNATURE OF BIDDER:** .....

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

**DATE:** .....



## T1.2 TENDER DATA

### NEWCASTLE MUNICIPALITY

The conditions of tender are the **Standard Conditions of Tender** as contained in Annex C of the CIDB Standard for Uniformity for construction Procurement, Board Notice 423 of 2019 in Government Gazette No 42622 of 08 August 2019. (see [www.cidb.org.za](http://www.cidb.org.za)). Annexure C of that notice are reproduced without amendment or alteration for the convenience of tenderers.

The Standard Conditions of Tender makes several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender to which it mainly applies.

CLAUSE NUMBER	TENDER DATA
F.1.1 Actions	The employer is Newcastle Municipality
F.1.2 Tender Documents	<b>THE TENDER</b> <b>Part T1: Tendering Procedures</b> T1.1 – Tender notice and invitation to tender T1.2 – MBD 1: Form T1.3 – Tender data T1.4 – Special Conditions of Tender <b>Part T2: Returnable documents</b> T2.1 – List of returnable documents T2.2 – Returnable schedules <b>THE CONTRACT</b> <b>Part C1: Agreements and contract data</b> C1.1 – Form of offer and acceptance C1.2 – Contract data C1.3 – Form of guarantee C1.4 – Health and safety agreement <b>Part C2: Pricing Data</b> C2.1 - Pricing Instructions C2.2 - Activity Schedule or Bills of Quantities <b>Part C3: Scope of work</b> C3 – Scope of work <b>Part C4: Site information</b> C4 – Site information
F.1.3 F.1.3.4	<b>Add</b> the following new clause: <i>The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English.</i>
F.2.1 Eligibility Criteria	Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>1ME or Higher</b> class of construction work, are eligible to submit tenders. Joint Ventures are eligible to submit tenders provided that: 1. every member of a joint venture is registered with the CIDB. 2. the lead partner has a contractor grading designation in the <b>1ME or Higher class</b> of construction work; and 3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation in accordance with

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	the sum tendered for a <b>1ME or Higher</b> of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the CIDB.
	Only those tenderers who have in their full time employ management and supervisory staff satisfying the requirements of the scope of works for labour intensive competencies for supervisory and management staff are eligible to submit tenders.
	Only those tenders who score a <b>minimum of 80%</b> in respect of the following criteria are eligible to submit tenders Refer to <b>Part T1 (F3.11.3 Scoring quality)</b>
F.2.2 Cost of Tendering	The employer <b>will not</b> compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
F.2.7 Clarification Meeting	The arrangements for a <b>compulsory</b> clarification meeting are as stated in the tender notice and invitation to tender Confirmation of attendance will be recorded on site in the attendance register to be signed by all tenderers. Addenda will be issued to tenders received from those tendering entities appearing on the attendance register.
F.2.9 Insurance	The Tenderer will be responsible for the full insurance cover required for this project.
F.2.12 Alternative offers	<p>If a Tenderer wish to submit an alternative Tender offer, the only criteria permitted for such alternative Tender offer is that it demonstrably satisfies the Employer's standards and requirements. Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender documents is also submitted.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative Tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative Tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>Where necessary the modified Pricing Data must include an amount equal to 5% of the amount tendered for, the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
F.2.13.1	A two-envelope procedure <b>will not</b> be followed.
F.2.13.3 Submitting a tender offer	Parts of each Tender offer communicated on paper shall be submitted as original, plus 0 copies.
F.2.13.5	THE IDENTIFICATION DETAILS ARE: <b>BID NO: B048-2022/23</b>

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	<b>BID DESCRIPTION: Supply, Installation and Commissioning of New Air-conditioner units with Remote controls (Removal of old units is also compulsory): Madadeni, Osizweni and Newcastle Libraries</b> THE TENDER SHALL BE ENCLOSED IN A SEALED ENVELOPE, BEARING THE CORRECT IDENTIFICATION DETAILS AND SHALL BE PLACED IN THE TENDER BOX.
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed offers will not be accepted
F.2.15 Closing time	The closing time for submission of tender offers is stated in the tender notice and invitation to tender.
F.2.16 Tender offer Validity	The Tender offer validity period is <b>90 days</b> .
F.2.18 Provide other Material	The tenderer shall, when requested by the employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.20 Performance security/guarantee	The Tenderer shall provide a performance security/guarantee of 10% of the value of the tender before formation of the contract.
F.3.4 Opening of tender submissions	Tenders will be opened in public immediately after the closing time of tenders at 12:00.
F.3.11.3 Scoring quality	The procedure for the evaluation of responsive Tenders is <b>Method 2</b> Quality / Functionality will be scored as follows (maximum points = 100):
A tender must score a minimum of 80% out of the full points for quality / functionality in order to be eligible for further evaluation.	

**Conditions of Tender and Award Basis**

NO	Criteria	Description	Points	Matrix
1.	Tenderer's experience	Experience similar to scope of work	<b>25</b>	No references = 0 1 to 3 references = 5 4 to 6 references = 10 6 to 10 references = 20 More than 10 references = 25
2.	Brochure	Brochure of air-conditioning units attached	<b>15</b>	None attached = 0 Attached for only one unit (either 30 000BTU or 60000BTU) = 10 Attached for both 30 000 & 60 000 BTU units = 15
3.	Project implementation plan	Detailed project implementation plan attached	<b>10</b>	None attached = 0 Attached, but does not include all 3 libraries, or times frames = 4 Attached and includes all 3 libraries but no times frames = 7 Attached and includes all 3 libraries, and times frames= 3
<b>Maximum score for quality/ technical evaluation</b>			<b>50</b>	

Breakdown on how evaluation should be conducted		
<b>Tenderer's experience (25 points)</b>		
<b>Respondents must provide their clients signed and authenticated reference letter(s) including the following information:</b>  Contract periods (Start and end date), service provided (Removal of old aircon units, supply and installation of new aircon units, etc.), contact person and contact number, information must be provided on the clients' letter head with clients' company stamp	No references	= 0
	1 to 3 references	= 5
	4 to 6 references	= 10
	6 to 10 references	= 20
	More than 10 references	= 25
<b>Brochure (15 points)</b>		
A brochure of the air-conditioning units quoted for should be attached and include both models: 30 000 BTU 60 000 BTU	None attached	= 0
	Attached for only one unit (either 30 000BTU or 60000BTU)	= 10
	Attached for both 30 000 & 60 000 BTU units	= 15
<b>Project implementation plan (10 points)</b>		
Project implementation plan should be provided and should include the following: <ul style="list-style-type: none"> <li>• Implementation plan for Newcastle, Madadeni and Osizweni Libraries</li> <li>• Time frames –               <ul style="list-style-type: none"> <li>- Delivery period</li> <li>- Installation and commissioning period</li> </ul> </li> </ul>	None attached	= 0
	Attached but does not include all 3 libraries, or times frames	= 4
	Attached and includes all 3 libraries but no times frames	= 7
	Attached and includes all 3 libraries, and times frames (Delivery, Installation and commissioning)	= 10
<b>Total Weighting:</b>	<b>50 points</b>	
<b>Minimum qualifying score required:</b>	<b>80 %</b>	

**The bid shall be evaluated in stages as follows: -**

Stage 1: Administrative compliance

Stage 2: Mandatory Requirements

Stage 3: Functionality scoring

Stage 4: Pricing & Preference Scoring

Stage 5: Objective criteria

**Stage 1: Administrative compliance**

The Municipality has prescribed minimum administrative requirements that must be met by the bidders, to determine if the bid qualifies to be recognized as an acceptable bid, for further evaluation. In this regard administrative compliance will be carried out to determine whether the bidder's bid comply with the set minimum requirements on administration.

- Water and lights account in the name of tendering entity
- Tax Status, CSD registration
- Verification if not listed under tender defaulters.
- Signing of MBD 1
- Declaration of interest – MBD 4

**Stage 2: Mandatory evaluation**

The following pre-qualification criteria will form part of bid evaluation process and these requirements are key components in determining the capacity and capabilities in executing a contract and failure to comply with these requirements will result in automatic disqualification of your bid.

NO	MANDATORY REQUIREMENTS	DOES YOUR OFFER COMPLY? (If yes attach supporting evidence)
1.	<p><b>Proof of Registration with Construction, Industry Development Board (CIDB)</b></p> <p><b><u>Evidence to be provided:</u></b></p> <p>Submission of CRS number or a Contractor Grading Certificate</p> <p><b>Minimum CIDB Grading 1ME</b></p>	Yes / No

Failure to submit all the above – mentioned supporting evidence will result in automatic disqualified tender application. This means that the tender will not qualify for further evaluation in terms of qualify assessment (functionality evaluation) as well as application of preferential point scoring system (price and preference evaluation).

**Stage 3: Functionality scoring**

Tenderers are required to meet a minimum **Quality Score of 80%** in each selected category based on the criteria listed below but may be adjusted at the Employer's discretion in the event that **all** tenders fail to achieve the threshold. A score of **less than 80%** for Quality will render the tender non responsive. The onus rests with the Tenderer to supply sufficient information to allow for evaluation and award of points detailed below.

#### **Stage 4: Pricing & Preference Scoring**

Bids will be adjudicated in terms of the Preferential Procurement Regulations, 2022 pertaining to Preferential Procurement Policy Framework Act, 5/2000 and other applicable legislations and will be based on 80/20 points system. Preference points will be awarded to service providers based on Reconstruction and Development Programme - Government Gazette: 16085 (1994) initiatives.

#### **Stage 5: Objective criteria**

In terms of Preferential Procurement Regulation 11 and section 2(1) (f) of the Preferential Procurement Policy Framework Act, the following are the objective criteria:

- The risk of fruitless and wasteful expenditure to Newcastle Local Municipality;
- The risk of Irregular expenditure to Newcastle Local Municipality;
- The risk of poor project and contract management on existing project with Newcastle Local Municipality;
- The risk of an abnormally low bid; and
- The risk of a material irregularity.

The Municipality reserves a right to apply objective evaluation criteria should the recommended bidder pose any of the above-mentioned risks after assessment, Newcastle Local Municipality after ascertaining sufficient information will not make an award to the bidder exposing the Municipality to one or more of the above-mentioned risks.

F.3.11.4 Preferential Point Scoring System	<p>The financial offer will be scored using Formula 2 (option 2) where the value of W1 is:</p> <p>1) 90 where the financial value inclusive of VAT of all responsive Tenders received have a value in excess of R 50 000 000; or</p> <p>2) 80 where the financial value inclusive of VAT of one or more responsive Tenders offers equals or is less than R 50 000 000.</p> <p>Up to 100 minus W1 Tender evaluation points will be awarded to Tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p>
F.3.13 Acceptance of Tender Offer	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>1. The tenderer has complied in fully with all eligibility criteria;</li> <li>2. A Tax Compliance Status Pin or CSD Master Registration Number for verification;</li> <li>3. The <b>Form of Offer and Acceptance</b> is completed and signed;</li> <li>4. The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation.</li> <li>5. The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</li> <li>6. The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> </ol>

7. The employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
8. The bid must adhere to pricing Instructions where the Bill of Quantities should be completed correctly and signed.
9. The bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 person prohibited from doing business with the public sector;
10. The bidder has not:
  - a. abused the Employer's Supply Chain Management System; or
  - b. failed to perform on any previous contract and has been given a written notice to this effect;
11. The bidder has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
12. The bidder is registered on the **Central Supplier Database**;
13. The bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached. The statement must not be older than three months from the closing date of this tender. Alternatively, if the tenderer is currently leasing premises and is not responsible for the payment of municipal services, a copy of the Lease Agreement must be attached.
14. A Joint-Venture Agreement or Consortium, where applicable, is submitted with bid;
15. All returnable schedules are to be completed and all relevant certificates attached where indicated.
16. **Tax Compliance Status**  
Bids received from bidders with a non-compliant tax status may be disqualified with failure to update the tax status within 7 days
17. **Objective criteria**  
In terms of Preferential Procurement Regulation 11 and section 2(1) (f) of the Preferential Procurement Policy Framework Act, the following are the objective criteria:
  - The risk of fruitless and wasteful expenditure to Newcastle Local Municipality;
  - The risk of Irregular expenditure to Newcastle Local Municipality;
  - The risk of poor project and contract management on existing project with Newcastle Local



**TENDER NO.: B048-2022/23 SUPPLY, INSTALLATION AND COMMISSIONING OF NEW AIR-CONDITIONER UNITS WITH REMOTE CONTROLS (REMOVAL OF OLD UNITS IS ALSO COMPULSORY): MADADENI, OSIZWENI AND NEWCASTLE LIBRARIES**

	<p>Municipality;</p> <ul style="list-style-type: none"> <li>- The risk of an abnormally low bid; and</li> <li>- The risk of a material irregularity.</li> </ul> <p>The Municipality reserves a right to apply objective evaluation criteria should the recommended bidder pose any of the above-mentioned risks after assessment, Newcastle Local Municipality after ascertaining sufficient information will not make an award to the bidder exposing the Municipality to one or more of the above mentioned risks.</p>
F.3.17 Copies of Contract	<b>One</b> signed copy of contract shall be provided by the Employer to the successful Tenderer.

## **T1.4 STANDARD CONDITIONS OF TENDER**

### **F.1 GENERAL**

#### **F.1.1 Actions**

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

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

*Note: (1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

*(2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

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

#### **F.1.2 Tender Documents**

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

#### **F.1.3 Interpretation**

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

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

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

- a) **conflict of interest** means any situation in which:
  - (i). someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - (ii). an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - (iii). incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

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

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

#### **F.1.5 Cancellation and Re-Invitation of Tenders**

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

#### **F.1.6 Procurement procedures**

##### **F.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the

tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

#### **F.1.6.2 Competitive negotiation procedure**

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

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

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

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

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

##### **F.1.6.3.1 Option 1**

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

##### **F.1.6.3.2 Option 2**

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

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

## **F.2 TENDERER'S OBLIGATIONS**

### **F.2.1 Eligibility**

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

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

### **F.2.2 Cost of tendering**

**F2.2.1** Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

**F2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

### **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.

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

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

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

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

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

### **F.2.12 Alternative tender offers**

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

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

**F.2.12.3** An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

**F.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

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

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

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

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

#### **F.2.15 Closing time**

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

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

#### **F.2.16 Tender offer validity**

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

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

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

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

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

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

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

#### **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 and policies**

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

### **F.2.21 Check final draft**

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

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

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

### **F.2.23 Certificates**

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

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

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

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

**F.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

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

### **F.3.2 Issue Addenda**

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

### **F.3.3 Return late tender offers**

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

### **F.3.4 Opening of tender submissions**

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

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

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

### **F.3.5 Two-envelope system**

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

**F.3.5.2** Evaluate functionality 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 functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

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

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

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

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

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

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

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

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

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

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

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

**F.3.9.1** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

**F3.9.2** The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- 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.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

### **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 them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

#### **F.3.11.2 Method 1: Price and Preference**

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for HDI contribution
- 3) Add the points scored for price and HDI.

#### **F.3.11.3 Method 2: Functionality, Price and Preference**

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

**4) The 80/20 preference point system for acquisition of services, works or goods with a Rand value of more than R30 000 but not exceeding R50 000 000:**

- a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

i. 
$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

*P<sub>s</sub>* = Points scored for comparative price of tender or offer under consideration;

*P<sub>t</sub>* = Comparative price of tender or offer under consideration; and

*P<sub>min</sub>* = Comparative price of lowest acceptable tender or offer.

- ii. An Employer of state may apply the formula in paragraph (i) for price quotations with a value less than R 30 000, if and when appropriate.
- b) Subject to subparagraph 4)(c), points must be awarded to a tender for attaining the HDI of contributor in accordance with the at MBD 6.1:
- c) A maximum of 20 points may be allocated in accordance with subparagraph 4)(b)
- d) The points scored by tender in respect of HDI contribution contemplated in subparagraph 4)(b) must be added to the points scored for price a calculated in accordance with subparagraph 4)(a).
- e) Subject to paragraph F.4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

**5. The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R50 million:**

- a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R 50 000 000 (all applicable taxes included):

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

Where

*P<sub>s</sub>* = Points scored for comparative price of tender or offer under consideration;

*P<sub>t</sub>* = Comparative price of tender of offer under consideration; and

*P<sub>min</sub>* = Comparative price of lowest acceptable tender or offer.

- b) Subject to subparagraph 5)(c), points must be awarded to a tender for attaining the HDI contributor in accordance with the table in MBD 6.1:
- c) A maximum of 20 points may be allocated in accordance with subparagraph 5)(b)

- d) The points scored by tender in respect of HDI contribution contemplated in subparagraph 5)(b) must be added to the points scored for price a calculated in accordance with subparagraph 5)(a).
- e) Subject to paragraph F.4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

#### **F.3.11.6 Decimal places**

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

#### **F.3.11.7 Scoring financial offers**

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

$$NFO = W1 \times A$$

where: NFO is the number of tender evaluation points awarded for price.

W1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

<b>Formula</b>	<b>Comparison aimed at achieving</b>	<b>Option 1a</b>	<b>Option 2 a</b>
1	Highest price or discount	$A = [1 + \frac{(P - P_m)}{P_m}]$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = [1 - \frac{(P - P_m)}{P_m}]$	$A = P_m / P$
a P <sub>m</sub> is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

#### **F.3.11.8 Scoring preferences**

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

#### **F.3.11.9 Scoring functionality**

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

$$NQ = W2 \times SO / MS$$

where: So is the score for quality allocated to the submission under consideration;  
Ms is the maximum possible score for quality in respect of a submission; and

*W<sub>2</sub> is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data*

### **F.3.10 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.3.11 Acceptance of tender offer**

Accept the tender offer, if in the opinion of the Employer, it does not present any unacceptable

commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.

### **F.3.12 Prepare contract documents**

**F.3.13.1** If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the tender documents to take account of:

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

**F.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

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

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

### **F.3.16 Notice to unsuccessful tenderers**

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

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

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

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

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

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

### **F.3.19 Transparency in the procurement process**

**F.3.19.1** The CIDB prescripts require that tenders must be advertised and be registered on the CIDB i.Tender system.

**F.3.19.2** The Employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

**F.3.19.3** The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

**F.3.19.4** The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work



- Contract start date and duration
- Contract evaluation reports

**F.3.19.5** The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

**F.3.19.6** Consultative Forum must be an independent structure from the bid committees.

**F.3.19.7** The information must be published on the employer's website.

**F.3.19.8** Records of such disclosed information must be retained for audit purposes.



## **PART T2**

# **RETURNABLE DOCUMENTS**

## **T2.1: LIST OF RETURNABLE DOCUMENTS**

The Bidder must complete the following returnable documents:

<b>Form</b>	<b>Page</b>
<b>T2.2 Returnable Documents</b>	
A. Authority of Signatory	34
B. Compulsory Enterprise Questionnaire	36
C. Notice of Compulsory Briefing Session	39
D. Record of Addenda to Bid Documents	40
E. Proposed Amendments and Qualifications	41
F. Schedule of Proposed Sub-Contractors	42
G. Central Supplier Database Registration	43
H. Schedule of Plant and Equipment	46
I. Schedule of Previous Similar Works	47
J. Contractor's Certificate of Registration with CIDB	48
K. Tenderer's Financial Standing	48
L. Compliance with OHSA (Act 85 of 1993)	49
M. Declaration of Interest	50
N. Preference Points Claim Form in terms of the Preferential Declaration Certificate for Local Production and Content for	53
O. Designated Sectors	63
P. Declaration of Bidders' Past Supply Chain Management Practices	68
Q. Certificate of Independent Bid Determination	70
R. Certificate for Municipal Services and Payment/Lease Agreement	73

### A. AUTHORITY OF SIGNATORY

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

A COMPANY	B PARTNERSHIP	C JOINT VENTURE	D SOLE PROPRIETOR	E CLOSE CORPORATION

#### A. Certificate for Company

I, ....., chairperson of the board 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 for **Tender no.: B048-2022/23** and any contract resulting from it on behalf of the company.

As witnesses:

1. .... Chairman: .....  
2. .... Date: .....

#### B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as .....  
....., hereby authorise Mr/Ms ....., acting in the capacity of ....., to sign all documents in connection with this tender for **Tender no.: B048-2022/23** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

### C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms ....., authorised signatory of the company ....., acting in the capacity of lead partner, to sign all documents in connection with this tender for

**Tender no.: B048-2022/23** 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 Name and Capacity	Authorising Signature
Lead Partner:			

**NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid. A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.**

### D. Certificate for Sole Proprietor

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

**As witnesses:**

1. .... Sole Owner: .....
2. .... Date: .....

### E. 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 to sign all documents in connection with tender for **Tender no.: B048-2022/23** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

## **B. 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**

Address 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**

<b>Name*</b>	<b>Identity number*</b>	<b>Personal income tax number*</b>

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

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

Company registration number .....

Close corporation number .....

Tax reference number .....

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

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

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity

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

**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, within the last 12 months, been in the service of any of the following:

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

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

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:

- authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that neither the name of the enterprise nor 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;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- 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;
- 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:**

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	



### **C. NOTICE OF COMPULSORY BRIEFING SESSION**

There will be a compulsory briefing meeting.

The meeting point for the Briefing Session will be at the **24 May 2023 starting at 10:00, at Newcastle Library. Scott street Newcastle**

#### **Compulsory Briefing Session Certificate**

It is hereby certified that I have attended the Compulsory Briefing Session and have satisfied myself of the conditions and circumstances which may influence the Works and the cost thereof.

<b>Name of Representative</b>	
<b>On Behalf of Bidder (name of bidder)</b>	
<b>Address</b>	
<b>Telephone Number</b>	
<b>Signature (For Bidder)</b>	

---

#### **For Official Use Only**

<b>I CONFIRM THAT THE BIDDER WAS PRESENT AT THE COMPULSORY BRIEFING SESSION</b>	
	<b>Official Date Stamp</b>
<b>Name of Official:</b> _____	<b>Signature:</b> _____

**D. RECORD OF ADDENDA**

We confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.		
	Date	Title or Details
1.		
2.		
3.		
4.		

Attach additional pages if more space is required.

***Failure to acknowledge any addendum released by Newcastle Municipality may result in your tender submission being declared non-responsive.***

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

### **E: PROPOSED AMENDMENTS AND QUALIFICATIONS**

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

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

Page	Clause or item	Proposal

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

**F: 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.

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

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

### **G. CENTRAL SUPPLIER DATABASE REGISTRATION**

**No awards will be made to a tenderer who is not registered on the Central Supplier Database (CSD).**

The establishment of a Central Supplier Database (CSD) will result in one single database to serve as the source of all supplier information for all spheres of government. The purpose of centralising government's supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes.

Registration on the Central Supplier Database must be done online via the website:  
<https://secure.csd.gov.za/>

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

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### **H: SCHEDULE OF PLANT AND EQUIPMENT**

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	

Capacity		Date	
----------	--	------	--

## **I: SCHEDULE OF PREVIOUS SIMILAR WORKS**

The following is a statement of similar work successfully executed by myself / ourselves:

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

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

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**J. CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB**

The Bidder shall attach hereto the Contractor's Certificate of Registration with CIDB or insert his CRS Number. Failure to submit the certificate or number with the bid document will lead to the conclusion that the bidder is not registered with the CIDB and the bid offer will be deemed as not valid/incomplete. The registration must be valid at the time of tender closing.

In the case of a joint venture / consortium (excluding consulting engineering partners) parties must each attach copy of their CIDB registration certificate or insert their CRS Numbers.

<b>Name of Bidder</b>	<b>CRS Number</b>	<b>CIDB Grading</b>	<b>Lead partner (indicate with x)</b>

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	



**K: BIDDER'S FINANCIAL STANDING**

The Employer may make enquiries to obtain a bank rating from the Bidder's bank.

To this end, the Bidder must provide with this Bid a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the bided amount within the specified time for completion.

However, should the bidder be unable to provide a bank rating with his Bid, he shall state the reasons as to why he is unable to do so, and in addition, provide the following details of his banker and bank account that he intends to use for the project.

Name of the Account Holder: .....

Name of Bank: .....

Branch Name: .....

Account Number: .....

Account Type: .....

Branch Code: .....

Telephone number: .....

Fax number: .....

Name of contact person (at bank): .....

Failure to provide either the required bank details or a certified bank rating with his Bid, will lead to the conclusion that the Bidder does not have the necessary financial resources at his disposal to complete the contract successfully within the specified/bided time for completion.

The employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the Bid submitted by the Bidder

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

--	--	--	--

**L: COMPLIANCE WITH OHSA (ACT 85 OF 1993)**

Bidders 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).		
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 conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings?	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?	Yes	No
	If yes, please explain his duties and provide a copy of his CV.		
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

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	

<b>Capacity</b>		<b>Date</b>	
-----------------	--	-------------	--

**M. MBD 4: DECLARATION OF INTEREST**

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

<b>3.1</b>	<b>Full Name of bidder/ Representative</b>	
<b>3.2</b>	<b>Identity Number</b>	
<b>3.3</b>	<b>Position occupied in the Company (director, trustee, shareholder<sup>2</sup>)</b>	
<b>3.4</b>	<b>Company Registration Number</b>	
<b>3.5</b>	<b>Tax Reference Number</b>	
<b>3.6</b>	<b>Tax Reference Number</b>	

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

<b>3.8</b>	<b>Are you presently in the service of the state*?</b>	<b>Yes</b>	<b>No</b>
<b>3.8.1</b>	<b>If yes, furnish particulars.</b>		

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

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

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

**TENDER NO.: B048-2022/23 SUPPLY, INSTALLATION AND COMMISSIONING OF NEW AIR-CONDITIONER UNITS WITH REMOTE CONTROLS (REMOVAL OF OLD UNITS IS ALSO COMPULSORY): MADADENI, OSIZWENI AND NEWCASTLE LIBRARIES**

3.9	Have you been in the service of the state for the past twelve months	Yes	No
3.9.1	If yes, furnish particulars.		
3.10	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.10.1	If yes, furnish particulars.		
3.11	Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.11.1	If yes, furnish particulars.		
3.12	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	Yes	No
3.12.1	If yes, furnish particulars.		
3.13	Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?	Yes	No
3.13.1	If yes, furnish particulars.		
3.14	Do you or any of the directors, trustees, managers, principal shareholders or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.	Yes	No
3.14.1	If yes, furnish particulars.		

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

Full Name	Identity Number	State Employee Number

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

**N. MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUAL (HDI'S), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

**1. GENERAL CONDITIONS**

- 2. 1.** The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

- 2.** Points for this bid shall be awarded for:
- (a) Price; and
  - (b) Specific contract participation goals, as specified in the attached forms.

- 3.** The maximum points for this bid are allocated as follows:

		POINTS
<b>1. Price</b>		<b>80</b>
<b>2. Specific Contract Participation Goals</b>		<b>20</b>
<b>2.1 Historically Disadvantaged Individuals</b>		<b>16</b>
2.1.1 Black people (With no franchise in national elections before the 1983 and 1993 Constitution / HDI)	8	
2.1.2 Women / female (HDI)	2	
2.1.3 People with disability (HDI)	2	
2.1.4 Youth (HDI)	4	
<b>2.2 Other Specific goals (Local Economic Development goals of the RDP)</b>		<b>4</b>
2.2.1 Business operations within Amajuba District	4	

2.2.2 Business Operations within KwaZulu-Natal Province (outside of Amajuba District)	2	
2.2.3 Business operations within South Africa (outside of Amajuba District)	0	
<b>Total points for Price and HDI principles must not exceed</b>		<b>100</b>

**To claim specific goals listed under 3.2.2 above the Municipal water and light account in the name of the company or individual in case of Sole proprietor must be submitted.**

4. Failure on the part of a bidder to submit proof of claim together with the bid, will be interpreted to mean that preference points for advancement of past imbalances are not claimed.

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

### 3. 6. DEFINITIONS

**6.1 “Acceptable bid”** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.

**6.2 “Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.

**6.3 “Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.

**6.4 “Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

**6.5 “Contract”** means the agreement that results from the acceptance of a bid by an organ of state.

**6.6 “Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulations 2022.

**6.7** In addition to above-mentioned goals, the Regulations also make provision for organs of state to give particular consideration to procuring locally manufactured products.

**6.8 “Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

**6.9 “Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

**6.10 “Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.

**6.11 “Historically Disadvantaged Individual (HDI)”** means a South African citizen

(1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) (“the interim Constitution”); and/or

(2) who is a female; and/or

(3) who has a disability:

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;

**6.12 “Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

**6.13 “Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

**6.14 “Person”** includes reference to a juristic person.

**6.15 “Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.

**6.16 “Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).

**6.17 “Sub-contracting”** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

**6.18 “Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.



6.19 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

**6.20 “rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 7. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE

7.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDIs, or in the case of a company, the percentage shares that are owned by individuals classified as HDIs, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.

7.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

## 8. ADJUDICATION USING A POINT SYSTEM

8.1 The bidder obtaining the highest number of points will be awarded the contract.

8.2 Preference points shall be calculated after prices have been brought to a comparative basis.

8.3 Points scored will be rounded off to 2 decimal places.

8.4 Regulation 8.(1) If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.

8.5 Regulation 8.(2) If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

## 9. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Rand value of bid under consideration

Pmin = Rand value of lowest acceptable bid

## **10. Points awarded for historically disadvantaged individuals**

10.1 In terms of the Act, preference points for HDI's are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed:

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity ownership by an HDI in that specific category

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.

- 10.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.
- 10.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.
- 10.4 Listed companies and tertiary institutions do not qualify for HDI preference points.
- 10.5 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.
- 10.6 A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.

## **11. BID DECLARATION**

11.1 Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.

**12. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 3.2.1 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 13.9.**

Ownership claimed	Percentage owned	Points
12.1 Equity ownership <b>by persons who</b> had no franchise in the national elections	.....%	.....
12.2 Equity ownership <b>by women</b>	.....%	.....
12.3 Equity ownership <b>by disabled persons*</b>	.....%	.....
12.4 Equity ownership <b>by youth</b>	.....%	.....

\*If points are claimed for disabled persons, indicate nature of impairment (see paragraph 6.9 above)

**13. DECLARATION WITH REGARD TO EQUITY**

13.1 Name of firm :.....

13.2 VAT registration number :.....

13.3 Company registration number : .....

**13.4 TYPE OF FIRM**

- ☐ Partnership
- ☐ One person business/sole trader
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

**13.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

.....

.....

### 13.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

### 13.7 MUNICIPAL INFORMATION

Municipality where business is situated: .....

Registered Account No: .....

Stand No: .....

13.8 **TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?** .....

13.9 **List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 12.**

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	* HDI Status			Youth	% of businesses / enterprise owned
				No franchise prior to elections	Women	Disabled		

\*Indicate YES or NO

### 13.10 Consortium / Joint Venture

13.10.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

Name of HDI member (to be consistent with paragraph 13.9)	Percentage (%) of the contract value managed or executed by the HDI member

### 14. SUB-CONTRACTING

Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

If yes, indicate:

i) What percentage of the contract will be subcontracted .....%

ii) The name of the sub-contractor.....

iii) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the Equity ownership indicated in paragraph 12, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 12, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the preference points of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES	
1.	.....
2.	.....

..... SIGNATURE(S) OF BIDDERS(S)	
DATE:	.....
ADDRESS	..... .....

**SUPPLEMENTARY SCHEDULE ON MBD 1:  
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT  
REGULATIONS 2022  
PROMOTION OF ENTERPRISES LOCATED IN A SPECIFIC MUNICIPAL AREA**

---

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM MBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

---

- 1 Regulations make provision for the promotion of enterprises located in a specific municipal area for work to be done or services to be rendered in that municipal area.
- 2 The promotion of this goal can be achieved by acquiring goods and services from enterprises located within the Newcastle Municipality. This includes an enterprise whose head office may be situated in elsewhere, but has established a fully-fledged branch within this municipal area. Enterprises located outside the borders of this Municipality and who only appoint agents and/or commission warehouses in this municipal area are expressly excluded from claiming points for this goal.

**SPECIFIC GOAL ALLOCATED  
POINTS**

The stimulation of the local economy by procuring from enterprises located within the borders of Amajuba District.

4

- 3 Preference points may only be claimed by enterprises located within the Newcastle Municipality. (See paragraph 2 above).

**4. BID DECLARATION**

Bidders who wish to claim points in respect of this specific goal must complete the declaration part of this form.

**5. POINTS CLAIMED**

Bidder to indicate whether the point(s) allocated for enterprises situated within Amajuba District is/are claimed.

Yes / No

**6. DECLARATION WITH REGARD TO LOCALITY**

State full particulars of locality of enterprise as well as that of Head Office:

Address of Local Office: Physical:.....

.....

.....

Postal:.....

.....

.....

Telephone:.....

Email Address: .....

Municipal Account No: .....

Stand No: .....

Address of Head Office: Physical:.....

.....

.....

Postal:.....

.....

.....

Telephone:.....

Email Address: .....

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise certify that the enterprise is entitled to the points allocated in paragraph 2 of this form and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claim is correct.



- (iii) If the claim is found to be incorrect, the purchaser may, in addition to any other remedy it may have-
- (a) recover all costs, losses or damages it has incurred or suffered as a result of wrong information furnished; and
  - (b) 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.

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	
<b>WITNESSES</b>			
<b>Name</b>		<b>Name</b>	
<b>Signature</b>		<b>Signature</b>	

## **O. MBD 6.2 – DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

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

### **1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

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

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

**2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

Does any portion of the goods or services offered have any imported content?

**(Tick applicable box)**

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

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

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

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

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

**IN RESPECT OF BID NO.** .....

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

.....  
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph 1 below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names), do hereby declare, in my capacity as .....of

.....(name of bidder entity), the following:

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

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

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

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

# Local Content Declaration – Summary Schedule

MADADENI, OSIZWENI AND NEWCASTLE LIBRARIES

(C1) Tender No.  
(C2) Tender description:  
(C3) Designated product(s)  
(C4) Tender Authority:  
(C5) Tendering Entity name:  
(C6) Tender Exchange Rate:  
(C7) Specified local content %

Note: VAT to be excluded from all calculations

## Annex C

Pula  EU  GBP

### Calculation of local content

Tender item no's	List of items	Tender price – each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
	N/A						

### Tender summary

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date:

The guidance document can be found at: [www.dti.gov.za/industrial\\_development/docs/ip/guideline.pdf](http://www.dti.gov.za/industrial_development/docs/ip/guideline.pdf)

**P. MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are to combat the abuse of the supply chain management system.
3. **The bid of any bidder may be rejected if the bidder, 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 Bid 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 bid.**

ITEM	QUESTION	YES	NO
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?</p> <p><b>(Companies or persons who are listed on this database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audit alteram partem rule was applied).</b></p> <p><b>The database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004)?</p> <p><b>(The Register for Bid Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
<b>ITEM</b>	<b>QUESTION</b>	<b>YES</b>	<b>NO</b>
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality/municipal entity, or any other municipality/municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality/municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	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.**

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	



### **Q. MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.

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

Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

- a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

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

- e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

<b>Name of Bidder</b>			
<b>Signature</b>		<b>Name (print)</b>	
<b>Capacity</b>		<b>Date</b>	

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

**R. PROOF OF GOOD STANDING WITH MUNICIPAL ACCOUNTS**  
**MUST BE COMPLETED FOR THIS BID**

**Declaration in terms of paragraph 38(1)(d)(i) of the Supply Chain Management Regulation, irrespective of the contract value of the bid:**

**NB: Please note that this declaration must be completed by ALL bidders**

- i. I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:
  
- ii. I acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to Newcastle Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.
  
- iii. I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (ii) above are in arrears for more than three (3) months, the bid will be rejected and the Newcastle Municipality may take such remedial action as is required, including the rejection of the bid and/or termination of the contract; and
  
- iv. The following account/s of the bidding entity has reference:

Physical Business Address(es) of the Tenderer	Municipality	Municipal Account Number

**NB:** If insufficient space above, please submit on a separate page

**PLEASE NOTE** further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block,

<b>Reason</b>	<b>Tick</b>	<b>Portfolio of evidence</b>
Bidding entities who rent premises from a landlord		Signed copy of the lease agreement together with a letter from the landlord stating that no levies are in arrears.
Bidding entities who operate from a property owned by a director / member / partner		Municipal account statement/s of a director / member / partner
Bidding entities who operate from farms / informal settlements		A letter from their Induna/owner.
Bidding entities who operate from somebody else's property		Sworn affidavit stating the details and relationship with the property owner.

**Attach latest municipal account statement behind this page. The portfolio of evidence must not be older than three months from the close of this tender.**

SIGNED AT.....THIS.....DAY OF.....  
20.....

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature: .....

As witness: 1. ....

2. ....



## **PART C1**

### **AGREEMENT AND CONTRACT DATA**

## **C1.1 FORM OF OFFER AND ACCEPTANCE**

### **OFFER**

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

**Tender no.: B048-2022/23 Supply, Installation and Commissioning of New Air-conditioner units with Remote controls (Removal of old units is also compulsory): Madadeni, Osizweni and Newcastle Libraries for a period of three years**

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 PRICE INCLUSIVE OF VALUE ADDED TAX (VAT) IS**

.....

.....

..... Rand (in words);

R..... (in figures) (or other suitable wording)

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

<b>Signature</b>		<b>Date</b>	
<b>Name</b>			
<b>Capacity</b>			
<b>Name of Tenderer</b>			

Name and  
Signature of

Witness ..... Date .....

**ACCEPTANCE** (to be completed by the Employer)

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

The terms of the contract, are contained in:

Part C1 Agreements and tender document, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site Information

and any drawings and documents or parts thereof, which may be incorporated by reference above.

Deviations from and amendments to the documents listed in the tender document and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the Record of Addendum attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorized representative(s) of both parties.

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

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

**FOR OFFICIAL USE ONLY**

<b>Name</b>		<b>Signature</b>	
<b>Date</b>			
<b>Capacity(tick one)</b>	Municipal Manager	Chief Financial Officer	
<b>For the Employer</b>	Newcastle Municipality		
<b>Name of Witness</b>		<b>Signature</b>	



## SCHEDULE OF DEVIATIONS

Notes:

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

1. **Subject:**.....

**Details:** .....

.....

2. **Subject:**.....

**Details:** .....

.....

3. **Subject:**.....

**Details:** .....

.....

By the duly authorised representatives signing this agreement, the employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

## **C1.2 CONTRACT DATA**

The General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel 011- 805 5947).

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

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.

<p>Clause 4.5.2</p> <p>Clause 49.6.1 to 49.6.3</p> <p>Clause 55.1.8</p>	<p><b>The variations to the General Conditions of Contract are:</b></p> <p>Replace the term "Safety" with "Occupational Health and Safety"</p> <p>Replace the term "Bank" with "Bank or Insurance Company"</p> <p>Replace sub-clause with: The Contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer, or in the employ of the Engineer, a gratuity or reward or commission.</p>
<p>Clause 42</p>	<p><b>The additional clauses to the General Conditions of Contract are:</b></p> <p>Extensions of time in respect of clause 42 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:</p> $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ <p>Where:</p> <p>V = Extension of time in calendar days in respect of the calendar month under consideration.</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.</p> <p>Nn = Average number of days in the relevant calendar month , as derived from existing rainfall records, as stated in the Site Information, on which a rainfall of 20mm or more has been recorded for the calendar month.</p> <p>Rw = Actual average rainfall in mm recorded for the calendar month under consideration.</p>

	<p><math>R_n</math> = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.</p> <p>For purposes of the Contract <math>N_n</math>, <math>R_n</math>, <math>X</math> and <math>Y</math> shall have those values assigned to them in the Appendix and/or the Specification.</p> <p>If <math>V</math> is negative and its absolute value exceeds <math>N_n</math>, then <math>V</math> shall be taken as equal to minus <math>N_n</math>.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall.</p> <p>Extensions of time for part of a month shall be calculated using pro rata values of <math>N_n</math> and <math>R_n</math>.</p> <p>This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.</p> <p>The factor <math>(N_w - N_n)</math> shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor <math>(R_w - R_n)</math> shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.</p> <p>For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.</p> <p><b>Special Provision</b></p> <p><b>Payment for the labour-intensive component of the works</b></p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p> <p>Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene. The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.</p> <p><b>Applicable labour laws</b></p> <p>The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p>
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	<p><b>1 Introduction</b></p> <p>1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.</p> <p>1.2 In this document –</p> <ul style="list-style-type: none"> <li>(a) “department” means any department of the State, implementing agent or contractor;</li> <li>(b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;</li> <li>(c) “worker” means any person working in an elementary occupation on a SPWP;</li> <li>(d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;</li> <li>(e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP;</li> <li>(f) “task” means a fixed quantity of work;</li> <li>(g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;</li> <li>(h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;</li> <li>(i) “time-rated worker” means a worker paid on the basis of the length of time worked.</li> </ul> <p><b>2 Terms of Work</b></p> <p>2.1 Workers on a SPWP are employed on a temporary basis.</p> <p>2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.</p> <p>2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.</p> <p><b>3 Normal Hours of Work</b></p> <p>3.1 An employer may not set tasks or hours of work that require a worker to work–</p> <ul style="list-style-type: none"> <li>(a) more than forty hours in any week</li> <li>(b) on more than five days in any week; and</li> <li>(c) for more than eight hours on any day.</li> </ul> <p>3.2 An employer and worker may agree that a worker will work four days per week.</p> <p>3.3 The worker may then work up to ten hours per day.</p> <p>3.4 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 000-hour week) to that worker.</p> <p><b>4 Meal Breaks</b></p> <p>4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.</p> <p>4.2 An employer and worker may agree on longer meal breaks.</p> <p>4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.</p> <p>4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.</p>
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	<p><b>5 Special Conditions for Security Guards</b></p> <p>5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.</p> <p>5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.</p> <p><b>6 Daily Rest Period</b></p> <p>Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.</p> <p><b>7 Weekly Rest Period</b></p> <p>Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").</p> <p><b>8 Work on Sundays and Public Holidays</b></p> <p>8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.</p> <p>8.2 Work on Sundays is paid at the ordinary rate of pay.</p> <p>8.3 A task-rated worker who works on a public holiday must be paid –</p> <ul style="list-style-type: none"> <li>(a) the worker's daily task rate, if the worker works for less than four hours;</li> <li>(b) double the worker's daily task rate, if the worker works for more than four hours.</li> </ul> <p>8.4 A time-rated worker who works on a public holiday must be paid –</p> <ul style="list-style-type: none"> <li>(a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;</li> <li>(b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.</li> </ul> <p><b>9 Sick Leave</b></p> <p>9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.</p> <p>9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.</p> <p>9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.</p> <p>9.4 Accumulated sick-leave may not be transferred from one contract to another contract.</p> <p>9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.</p> <p>9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.</p> <p>9.7 An employer must pay a worker sick pay on the worker's usual payday.</p> <p>9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –</p> <ul style="list-style-type: none"> <li>(a) absent from work for more than two consecutive days; or</li> <li>(b) absent from work on more than two occasions in any eight-week period.</li> </ul> <p>9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.</p>
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	<p>9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.</p> <p><b>10 Maternity Leave</b></p> <p>10.1 A worker may take up to four consecutive months' unpaid maternity leave.</p> <p>10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.</p> <p>10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.</p> <p>10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.</p> <p>10.5 A worker may begin maternity leave –</p> <ul style="list-style-type: none"> <li>(a) four weeks before the expected date of birth; or</li> <li>(b) on an earlier date – <ul style="list-style-type: none"> <li>(i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or</li> <li>(ii) if agreed to between employer and worker; or</li> </ul> </li> <li>(c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.</li> </ul> <p>10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.</p> <p>10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.</p> <p><b>11 Family responsibility leave</b></p> <p>11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -</p> <ul style="list-style-type: none"> <li>(a) when the employee's child is born;</li> <li>(b) when the employee's child is sick;</li> <li>(c) in the event of a death of – <ul style="list-style-type: none"> <li>(i) the employee's spouse or life partner;</li> <li>(ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.</li> </ul> </li> </ul> <p><b>12 Statement of Conditions</b></p> <p>12.1 An employer must give a worker a statement containing the following details at the start of employment –</p> <ul style="list-style-type: none"> <li>(a) the employer's name and address and the name of the SPWP;</li> <li>(b) the tasks or job that the worker is to perform; and</li> <li>(c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;</li> <li>(d) the worker's rate of pay and how this is to be calculated;</li> <li>(e) the training that the worker will receive during the SPWP.</li> </ul> <p>12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.</p> <p>12.3 An employer must supply each worker with a copy of these conditions of employment.</p> <p><b>13 Keeping Records</b></p>
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	<p>13.1 Every employer must keep a written record of at least the following –</p> <ul style="list-style-type: none"> <li>(a) the worker's name and position;</li> <li>(b) in the case of a task-rated worker, the number of tasks completed by the worker;</li> <li>(c) in the case of a time-rated worker, the time worked by the worker;</li> <li>(d) payments made to each worker.</li> </ul> <p>13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.</p> <p><b>14 Payment</b></p> <p>14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.</p> <p>14.2 A task-rated worker will only be paid for tasks that have been completed.</p> <p>14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.</p> <p>14.4 A time-rated worker will be paid at the end of each month.</p> <p>14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.</p> <p>14.6 Payment in cash or by cheque must take place –</p> <ul style="list-style-type: none"> <li>(a) at the workplace or at a place agreed to by the worker;</li> <li>(b) during the worker's working hours or within fifteen minutes of the start or finish of work;</li> <li>(c) in a sealed envelope which becomes the property of the worker.</li> </ul> <p>14.7 An employer must give a worker the following information in writing –</p> <ul style="list-style-type: none"> <li>(a) the period for which payment is made;</li> <li>(b) the numbers of tasks completed or hours worked;</li> <li>(c) the worker's earnings;</li> <li>(d) any money deducted from the payment;</li> <li>(e) the actual amount paid to the worker.</li> </ul> <p>14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it</p> <p>14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.</p> <p><b>15 Deductions</b></p> <p>15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.</p> <p>15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.</p> <p>15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.</p> <p>15.4 An employer may not require or allow a worker to –</p> <ul style="list-style-type: none"> <li>(a) repay any payment except an overpayment previously made by the employer by mistake;</li> <li>(b) state that the worker received a greater amount of money than the employer actually paid to the worker; or</li> <li>(c) pay the employer or any other person for having been employed.</li> </ul> <p><b>16 Health and Safety</b></p>
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	<p>16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.</p> <p>16.2 A worker must –</p> <ul style="list-style-type: none"> <li>(a) work in a way that does not endanger his/her health and safety or that of any other person;</li> <li>(b) obey any health and safety instruction;</li> <li>(c) obey all health and safety rules of the SPWP;</li> <li>(d) use any personal protective equipment or clothing issued by the employer;</li> <li>(e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.</li> </ul> <p><b>17 Compensation for Injuries and Diseases</b></p> <p>17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.</p> <p>17.2 A worker must report any work-related injury or occupational disease to their employer or manager.</p> <p>17.3 The employer must report the accident or disease to the Compensation Commissioner.</p> <p>17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.</p> <p><b>18 Termination</b></p> <p>18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.</p> <p>18.2 A worker will not receive severance pay on termination.</p> <p>18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.</p> <p>18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.</p> <p>18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged in a position becomes available for the balance of the 24-month period.</p> <p><b>19 Certificate of Service</b></p> <p>19.1 On termination of employment, a worker is entitled to a certificate stating –</p> <ul style="list-style-type: none"> <li>(a) the worker's full name;</li> <li>(b) the name and address of the employer;</li> <li>(c) the SPWP on which the worker worked;</li> <li>(d) the work performed by the worker;</li> <li>(e) any training received by the worker as part of the SPWP;</li> <li>(f) the period for which the worker worked on the SPWP;</li> <li>(f) any other information agreed on by the employer and worker.</li> </ul>
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## Part 1: Completed by the Employer

GCC Clause	Information
1.1.14	<b>The Name of the Employer is Newcastle Municipality</b>
1.2.2	<b>37 MURCHISON STREET NEWCASTLE 2940</b>
1.6 and 38	The special non-working days are public holidays, Saturdays, Sundays and the days on which the contractor grants the majority of his permanent workforce leave around the 16 <sup>th</sup> December and the first Monday of the subsequent year.
2.3	The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties: 1. Nominating the Engineer's Representative in terms of clause 2.4. 2. Delegation of Engineer's authority in terms of clause 2.7. 3. Providing consent for subcontracting part of the contract in terms of clause 6.2. 4. The issuing of further drawings or instructions in terms of clause 13.1 5. The issuing of instructions for dealing with fossils and the like in terms of clause 15. 6. Authorizing the Contractor to repair and make good excepted risks in terms of clause 32.2.2. 7. The issuing of a variation order in terms of clause 36.2. 8. Issuing of instructions to carry out work on a day work basis in terms of clause 37.1.4. 9. Granting permission to work during non-working times in terms of clause 38.1. 10. Suspend the progress of the works in terms of clause 39.1. 11. The issuing of an instruction to accelerate progress in terms of clause 000.3. 12. The reduction of a penalty for delay in terms of clause 43.2. 10. The determination of additional or reduced costs arising from changes in legislation in terms of clause 46.4. 11. The giving of a ruling on a contractor's claim in terms of clause 48.5. 12. The agreeing of an extension to the 28 period in terms of clause 48.5.1. 13. The inclusion of credits in the next payment certificate in terms of clause 48.5.2. 14. The agreeing of the adjustment of the sums for general items in terms of clause 50.1.
7	The time to deliver the Form of Guarantee within 14 days of the Commencement Date. The Form of Guarantee is to contain the wording of the document included in C1.3. The liability for the guarantee shall be for 10%
10	The Works are to be commenced within 14 days of the Commencement Date.
12.2	The Works programme is to be delivered within 14 days of the Commencement Date.
42.1 1.1.13	<b>The contract will be valid for a period of thirty six (36) months from the date of appointment</b> and the successful tender(s) will be invited to perform the construction works as and when the need arise within the contractual period.  <b>The works shall be completed within the stipulated time as instructed by the SED: Technical Services or the delegated official exclusive of year end break.</b>
43.1	The penalty for failing to complete the Works is R 100 per day.
46.3	Price Adjustment for variations in the cost of special material are allowed.
49.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%

## Part 2: Data provided by the Contractor

Clause																											
1.8	The name of the Contractor is.....																										
1.2.2	The address of the contractor is: Telephone: .....  Facsimile: .....  Address (physical):..... ..... .....  Address (postal):..... ..... .....																										
46.3	<p>The variation in cost of special materials is:</p> <table border="1"> <thead> <tr> <th rowspan="2">Special material</th><th colspan="2">Unit on which variation will be determined</th><th rowspan="2">Price for base month ex factory, excluding transport, labour or any other costs.</th></tr> <tr> <th>Containers</th><th>Delivered in bulk</th></tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <p>*State unit in appropriate column</p>	Special material	Unit on which variation will be determined		Price for base month ex factory, excluding transport, labour or any other costs.	Containers	Delivered in bulk																				
Special material	Unit on which variation will be determined		Price for base month ex factory, excluding transport, labour or any other costs.																								
	Containers	Delivered in bulk																									

### **C1.3 FORM OF GUARANTEE**

#### **NEWCASTLE MUNICIPALITY**

**Bid No** .....

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

.....

(Hereinafter called "the Contractor") on the ..... day of .....

20 ....., **Supply, Installation and Commissioning of New Air-conditioner units with Remote controls (Removal of old units is also compulsory): Madadeni, Osizweni and Newcastle Libraries**

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

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

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

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

R ..... (in figures)

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

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

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

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

**Signature** .....

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

**Address** .....  
.....  
.....

**As witnesses:**

**1** .....  
**Name**

.....  
**Signature**

**2** .....  
**Name**

.....  
**Signature**

#### **C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

This agreement is mandatory for all contractors appointed by The Newcastle Municipality or any other institution that do work for or on behalf of Municipality.

**This agreement is between:**

**THE CONTRACTOR:**

Herein represented by .....

In his capacity as .....Being duly authorized hereto hereinafter referred to as "contractor".

Compensation Commissioner Number:.....

(Attach a copy of the Registration Certificate to this agreement)

Company : Name:.....

Registration Number:.....

CEO : Name:.....

ID Number:.....

Physical Address:.....

**And The Newcastle Municipality  
(Hereinafter referred to as "the Council")**

#### **1. DEFINITIONS**

**1.1 CONTRACTOR** Means the "Contractor" as defined in the "Principal Contract" Annexed hereto in his capacity as mandatory.

**1.2 MANDATORY** Includes an agent, contractor or subcontractor for work to be done or service rendered, but without derogating from his status in his own right as an employer of people or user of equipment, machinery, tools or materials.

**1.3 THE PRINCIPAL CONTRACT** Means the contract annexed hereto as annexure "A".

**1.3 COUNCIL** Means the Newcastle Municipality

**1.5 RISK CONTROL OFFICER** A person appointed in writing by Council.

**1.6** Any definitions contained in any Statute hereinafter mentioned shall have the meaning allocated to it by the specific statute.

## **2. OBJECTIVE**

- 2.1 Whereas Council and the Contractor have entered into a contract for service (work) as fully indicated in the "Principle Contract" and whereas the "Contractor" agreed to indemnify Council against the risks stated hereunder whether foreseeable or not, and, whereas it is agreed between the parties that it is of cardinal importance to safeguard both Council and the Contractor's obligation in terms of relevant legislation as well as to extend the obligation as a company and/or legal person and/or person as an entity concerned with health, safety and the environment.
- 2.2 These rules are applicable to all contractors performing work for Council within the jurisdictional area of the Council and on any premises, which are owned, rented or developed by the Council.
- 2.3 The Council acts through those officials or persons who are generally or specifically charged with the responsibility, in terms of legislation, as well as any other official or person who is generally or specifically charged with the control and supervision of the project.

### **IT IS HEREBY AGREED AS FOLLOWS:**

## **3. INDEMNITIES**

- 3.1 The "Contractor" hereby indemnifies the "Council" against any loss in respect of all claims, proceeding, damages, costs and expenses arising out of any claim or proceeding pertaining to the non-compliance by the "Contractor" of any statutory requirements and/or requirements regarding the following Acts in particular pertaining to the provisions of:

The Occupational Health and Safety Act 85 of 1993 (as amended), including the Construction Regulations, 2003 as promulgated on 18 July 2003, in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), in Government Gazette No. 25207 and Regulation Gazette No. 7721. See Annexure B.  
The Health Act 63 of 1977.

- 3.1.3 Road Traffic Act 29 of 1989 (as amended).
  - 3.1.4 Environment Conservation Act 73 of 1989.
  - 3.1.5 The National Water Act 36 of 1998.
  - 3.1.6 The Criminal Procedure Act 51 of 1977.
  - 3.1.7 The Explosives Act 26 of 1956.
  - 3.1.8 The Arms and Ammunition Act 75 of 1969.
  - 3.1.9 Compensation for Occupational Injuries and Diseases Act 130 of 1993.
  - 3.1.10 The Labour Relations Act 66 of 1995.
  - 3.1.11 The Unemployment Insurance Act 30 of 1966 (as amended).
  - 3.1.12 The Basic Conditions of Employment Act 75 of 1997 (as amended).
  - 3.1.13 Standards Act 29 of 1993.
  - 3.1.14 any statutory provisions in any act and/or any law or bylaw of any local government and/or any published official standard incorporated into any statute or bylaw relating to the completion of the work set out in the "Principal Contract".
- Any other health and safety standard prescribed by the "Council".

- 3.2 The "Contractor" shall ensure that he familiarizes himself with the requirements of the above legislation and that he, his employees and any subcontractor will comply with all the statutory provisions contained in them.
- 3.3 The "Contractor" shall indemnify the "Council" in respect of any physical loss or damage to any plant, equipment or other property belonging to the "Contractor" or for which he is responsible and he hereby indemnifies the "Council" against any loss in respect of all claims, proceedings, damages, costs and expenses consequent upon the loss of or damage to any plant, equipment or other property belonging to, or which is the responsibility of, any subcontractor, agent or employee of the subcontractor.
- 3.4 The "Contractor" shall and hereby indemnifies the "Council" against any liability, loss, claim or proceedings whatsoever, whether arising in common law or by statute, consequent on personal injuries to or the loss of health or death of any person whosoever arising out of or in the course of or caused by the execution of the "Principal Contract".
- 3.5 The "Contractor" shall and hereby indemnifies the "Council" against any liability, loss, claim or proceedings consequent on loss of or damage to any movable or immovable property arising out of or in the course of or caused by the execution of the "Principal Contract" and due to any act or omission of the "Contractor", his agents, servants or subcontractors.

#### **4. PERFORMANCE SAFE WORKING PRACTICE**

- 4.1 The "Council" requires a high standard of safe work performance from all employees and expects that the standard be maintained by the "Contractor" within the "Council's" jurisdictional area or on its premises.
- 4.2 Irrespective of human considerations, the maintaining of these health and safety rules shall be the execution of the prescribed legal requirements. These rules are not to hinder the "Contractor" in rendering services or indemnify the "Contractor" from any legal responsibility to ensure healthy and safe work circumstances.
- 4.3 The "Council" shall assist the "Contractor" in any practical considerations to accommodate the healthy and safe execution of work and therefore require co-operation in the execution of these safety rules.

#### **5. LOCK OUT PROCEDURE**

- 5.1 When power or air driven machines or equipment, electrical apparatus or pipe lines are examined, repaired, adjusted, cleaned, lubricated or serviced in any other way than normal servicing, then all isolating switches, - levers, valves or appliances must be put in the "off" or "closed" position and locked.
- 5.2 Should more than one team work on a machine, then each person in control of a team, must put a separate lock on the switch, lever, valve or appliance.

**6. CRANES, VEHICLES AND HOISTING**

- 6.1 For each crane or hoisting equipment used, the "Contractor" must submit a valid and recent test certificate or other form of the last examination of the machine or equipment, to the "Council".
- 6.2 Only trained personnel with written permission and where determined by Law, with a valid driver's license, may be allowed to operate any electrical diesel or petrol driver overhead crane, hydraulic or electrical hoisting equipment, self-driven forklift, tractor or any other crane or vehicle. No employee of the "Contractor" may perform any overhead work or work on an overhead crane or hoisting equipment or work near cranes or crane rail, before:
  - i) An agreement was concluded with the "Council".
  - ii) Approval has been obtained from the "Council" to perform the work.
  - iii) All applicable danger – and warning symbolic signs are put into position, or exemption, if applied for, is in operation.
- 6.3 The "Contractor" shall be wholly responsible for any loss or damage to cranes, hoisting equipment, plant, machines or equipment brought onto the work site by the "Contractor"

**7. MACHINE VALANCES, PROTECTION AND FENCING**

- 7.1 No machine valances, protection or fencing may be removed from machines, manholes, etc without the written permission of "Council" if applicable exemption procedures were not appropriated.

**8. SCAFFOLD, LADDERS, TOOLS AND EQUIPMENT**

- 8.1 No equipment or appliance belonging to "Council" may be used without written permission from "Council".
- 8.2 Unless prior arranged, "Contractors" must bring sufficient tools and equipment to the site to finish the contract, including offices and storerooms. The mentioned equipment remains the responsibility of the "Contractor" with respect to loss, damage and theft.
- 8.3 In exceptional cases, where tools and equipment belonging to "Council" are used to finish the contract, the said equipment and tools are used on own risk and the "Contractor" indemnifies "Council" from any claims that may arise. The said indemnity must be in writing, as well as information regarding the loan period, identification and condition of tools and equipment. The "Contractor" is responsible for the returning of said tools and equipment in the same condition or better. The "Contractor" is responsible to "Council" for any damage or excessive wear of such tools or equipment and material.

**9. EXCAVATIONS**

- 9.1 Before any excavations commence, written permission must be obtained from "Council" to confirm the location of existing electrical cables, water pipes, etc.
- 9.2 All excavations and obstructions in floor, tar and dirt surfaces must be fenced effectively and safeguarded between sundown and sunup with a sufficient amount of red/yellow warning lights and symbolic signs.
- 9.3 The surrounding area must be kept clean, safe and tidy during excavation. Excess material may not obstruct unnecessarily.



- 9.4 If any property is in danger during excavation, it must be supported and the proposed support work must be submitted to the Department of Labour (OHS) and "Council" for approval.
- 9.5 Written permission must be obtained from "Council" to grant admittance to restricted areas as well as areas where dangerous or poisonous gases are present.

**10. FIRST AID**

- 10.1 The "Contractor" must provide and maintain a first aid box equipped according to legal requirement where more than (5) five persons are employed. The first aid box must be in the care of a person with a competency certificate from one of the following organizations:

SA Red Cross Association;

St Johns Ambulance;

SA First Aid League; or

A person or organization approved by the Chief inspector for this purpose.

- 10.2 A visible notice must be put up on any work premises with the name of the person responsible for first aid. In an emergency "Council's" Ambulance / Fire Department or emergency services may be contacted at (013) 262 5542.

**11. FLAMMABLE LIQUIDS**

The "Contractor" shall be held responsible for the necessary precautionary fire prevention measures. No smoking signs must be put up where applicable. The "Contractor's" employees must be informed of "Council's" fire prevention measures and evacuation procedures.

**12. COMPENSATION BY CONTRACTOR**

- 12.1 The "Contractor" shall be held responsible for all loss of and damage to property, the death or injury of persons, the resultant loss or damage suffered as well as all law suits, claims, costs, charges, fines and expenses due to negligence, violation of statutory liability or neglect of the "Contractor" or the "Contractor's" employees.

**13. TRANSGRESSION OF RULES AND MISBEHAVIOUR**

- 13.1 The "Contractor" is warned that any act(s) leading to damage or loss of employees of the "Contractor" or the "Council" shall not be tolerated. The "Council" may (without any reason) demand that any employee of the "Contractor" be withdrawn from the principal "Contract" or site.

**14. INCIDENT REPORTING**

- 14.1 All incidents referred to in Section 24 of the Occupational Health and Safety Act and or other incidents shall be reported, by the "Contractor", to the Department of Labour, as well as to the "Council" and should such an incident take place outside normal working hours, on a Saturday, Sunday or Public holiday provided with a written report relating to any incident.
- 14.2 The "Council" will obtain an interest in the issue of any formal inquiry conducted in terms of the Occupational Health and Safety Act in any incident involving the "Contractor" and/or his employees and/or his subcontractors.

- 14.3 The "Contractor" undertakes to report to "Council" anything deemed to be unhealthy and/or unsafe and that he undertakes to verse his employees and/or subcontractors in this regard.

**15. LIAISON AND SUPERVISION**

- 15.1 The "Contractor" hereby undertakes to liaise on a regular basis with the designated Risk Control Officer and "Council" representative regarding any hazards or incidents that may be identified or encountered during the performance of the "Principal Contract".

**16. SERVICE INTERRUPTION**

- 16.1 Should any work done by the "Contractor" cause a possible interruption, written permission must be obtained from "Council", before such work commences. The "Contractor" may not switch on or off any compressed air, steam, oxygen, vacuum supply or electrical supply without written permission from the "Council".

**17. CONFIDENTIALITY**

- 17.1 The "Contractor" and his employees shall regard all data, documentation and information of the contract and related documentation as confidential.
- 17.2 Lost documentation/plans or related documentation shall immediately be reported in writing to the "Council".
- 17.3 The "Contractor" shall not put up any advertisements or billboard at the site without permission.
- 17.4 The "Contractor" shall not take photographs of the contract site or part thereof or any work process or part thereof, without written permission from the "Council", or have photographs taken, published or let it be published.

**18. CONTRACT SITE AND PRESERVATION**

- 18.1 Employees of the "Contractor" shall not be allowed entrance to the site unless a valid identity document, issued by "Council", is displayed. The mentioned documents shall only be valid for a limited period, where after it must be renewed.

**19. COMPLETION OF WORK**

- 19.1 The "Contractor" or his employees shall not leave the contract site before the "Council" is satisfied that the contract is completed according to the requirements and standards set out in the contract and that the working site is left in a satisfactory and safe condition.

**20. LIQUOR, DRUGS, DANGEROUS WEAPONS AND FIREARMS**

- 20.1 The "Contractor" shall ensure that no liquor, drugs, dangerous weapons or firearms be brought onto the premises.

**21. SEARCHES**

- 21.1 The "Contractor" and any person engaged in the contract work may at any time be searched by "Council" appointed security personnel and all packages, suitcases, etc. must be presented to the access control point for

examination prior to them being brought onto the property or leaving the property.

**22. GENERAL CONDITIONS**

22.1 Notwithstanding anything to the contrary in this agreement, it is hereby specifically determined that the "Contractor-"

22.1.1 shall have acquainted himself and be conversant with the contents of all statutory provisions applicable to the health and safety of workers and other persons on the site including the execution of the work, and in particular the conditions contained in the Occupational Health and Safety Act, 1993 (Act 85/1993), and the regulations promulgated in terms thereof, and shall comply therewith meticulously and in all aspects and/or take care that it is complied with;

22.1.2 shall be obliged to immediately execute all instructions given to him by an authorized representative of "Council" in order to ensure and uphold the implementation and enforcement of the provisions referred to in sub-paragraph 1, to the satisfaction of the said representative;

22.1.3 shall indemnify the "Council" against any or all liability which may be incurred by the "Council" as a result of the omission of the "Contractor", his employees, sub-contractors and/or representatives to comply with the provisions referred to in sub-paragraph 1, or to ensure that it shall be complied with;

22.1.4 shall undertake to pay upon demand any and/or all legal costs and other expenses which "Council" may have incurred as a consequence of any criminal charges or other proceedings pending against, or involving the "Council" as a result of the contravention or non-compliance by the "Contractor", his employees, sub-contractors and/or representative of any of the statutory provisions referred to in sub-paragraph 1.

22.1.5 Should the "Contractor" neglect to immediately execute any health and safety written orders issued to him, or to his employee in charge of the works, in terms of the stipulations of sub-paragraph 2, the "Council" shall be entitled to suspend the execution of the works and take the necessary steps to execute or have such order executed. Under these circumstances the contractor shall be obliged to pay "Council", upon demand, all costs and expenses incurred by "Council", in order to execute or have the said orders executed.

22.1.6 Should the abovementioned steps not establish a healthy and safe work environment the "Council" will be entitled to terminate the contract without incurring any further costs or claims from the contractor?

**23. "CONTRACTOR" IDENTIFICATION BOARD**

23.1 The "Contractor" shall provide on any work premises a temporary identification board containing at all worksites the following information:

being done

“Contractor”

Company name on behalf of which division/department the work is

The contact number and name of the person representing the

The contact number and name of the person representing “Council”

24.           **ACKNOWLEDGEMENT**

24.1   The “Contractor” hereby acknowledges that he has read and received a copy of the “Principal Contract” and agrees to be bound by and undertakes to observe all the terms and conditions of the “Principal Contract”. This appointment is made in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993.

25.           **EXCEPTIONS AND OMISSIONS**

26.           **REMARKS**

**THE CONTRACTOR**

SIGNED AT ..... ON THIS ..... DAY OF .....

WITNESSES:

.....  
THE CONTRACTOR

- 1. ....
- 2. ....

**THE COUNCIL**

SIGNED AT ..... ON THIS ..... DAY OF .....

WITNESSES:

.....  
THE COUNCIL

- 1. ....
- 2. ....

**a) INDEMNITY CERTIFICATE**

Contractor: \_\_\_\_\_

Employer: Newcastle Municipality

Contract: \_\_\_\_\_

I/we \_\_\_\_\_ Hereafter the  
"Contractor"

"Contractor" hereby indemnifies The Newcastle Municipality (Council) against any claim of whatever sort which may arise directly or indirectly from the execution by me/us of the above-mentioned contract and which may be instituted against "Council", as well as of any loss or damage which the "Council" suffers or expenditure the "Council" incurs to prevent responsibility for such claim, loss or damage, whatever the cause of such claim may be or whatever loss or damage the "Council" suffers.

THUS done and signed at ..... on this ..... day of..... 20.....

**WITNESSES:**

1. ....  
CONTRACTOR

2. ....  
CONTRACTOR

1. ....  
COUNCIL

2. ....  
COUNCIL

**b) ACKNOWLEDGEMENT CERTIFICATE**

I, in my capacity as.....

Duly authorized hereto.....representing

..... Contractors, acknowledge receipt

Of a copy of The Newcastle Municipality's safety manual for contractors and the under mentioned person as my supervisor regarding all works and services which must be executed by the Contractor. The appointment is done in terms of the Occupational Health and Safety Act, 1993 (Act 85/1993).

SIGNED AT ..... ON ..... 20.....

I, ..... accept the abovementioned appointment, and declare that I am familiar with the contents of The Newcastle Municipality Municipality's Safety Manual for contractors.

**CASUALTIES REGISTRATION NUMBER**

---

---

---

SIGNED AT ..... ON ..... 20.....

SIGNATURE:.....

WITNESSES: 1. ....

2. ....

A copy of this certificate shall be submitted to the "Council" before any work commences.



## **PART C2**

### **PRICING DATA**



## **C2.1 PRICING INSTRUCTIONS**

### **NEWCASTLE MUNICIPALITY**

1. Measurement and payment shall be in accordance with the relevant provisions of clause 8 of each of the SABS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SABS 1200-A, General.

2. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

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

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

4. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

5. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards)
6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SABS 1200 Standardised Specifications.

## **C2.2 BILL OF QUANTITIES**

The below listed items including relevant quantities may change from time to time, the maintenance may be driven by predetermined service intervals or as and when the need arise and thus this contract is not limited to below mentioned items:

### **A. Installation of new units**

OFFICE / ROOM	ITEM DESCRIPTION	QUANTITY	COOLING CAPACITY	TOTAL AMOUNT (R)
Newcastle Library - Security Room	Non-inverter Mid wall split unit - 30 000 BTU	1	9 KW	
<b>SUB – TOTAL AMOUNT</b>				
<b>VAT @ 15%</b>				
<b>TOTAL TENDER AMOUNT</b>				

### **B. Removal of old units and Installation of new units**

OFFICE / ROOM	ITEM DESCRIPTION	QUANTITY	COOLING CAPACITY	TOTAL AMOUNT (R)
Madadeni Library - Computer Room	Non-inverter Mid wall split unit - 30 000 BTU	1	9 KW	
Osizweni Library - Study area	Non-inverter Casette - 60 000 BTU	1	17 KW	
<b>SUB – TOTAL AMOUNT</b>				
<b>VAT @ 15%</b>				
<b>TOTAL TENDER AMOUNT</b>				

**NOTE:** Price to be inclusive of VAT, Travelling, Removal, Installation and Labour



## **PART C3**

## **SCOPE OF WORK**

**C3 SCOPE OF WORK**

**SUPPLY, INSTALLATION AND COMMISSIONING OF NEW AIR-CONDITIONER UNITS WITH REMOTE CONTROLS  
(REMOVAL OF OLD UNITS IS ALSO COMPULSORY): MADADENI, OSIZWENI AND NEWCASTLE LIBRARIES**

Supply, installation and commissioning of air-conditioner units with remote controls.

Carefully remove old air-conditioning units and make good, the demolished area to receive new air-conditioner units : Madadeni and Osizweni Libraries

All electrical power supply connections are not available for new installation: Newcastle Library

Power supply to be drawn from “DB” board ending in an isolator not further than 1 meter from outdoor unit.

The installation should comply in all aspects with the requirements of S.A.B.S. 0147.

For New installation at Newcastle Library the condensing unit should be mounted on the roof.

The condensing unit should be mounted by means of hot dipped galvanised brackets on the wall.

All units should be mounted at a workable height.

All pipes and cabling should run in trunking.

Drain pipes to be extended to ground level.

Old units to be removed and demolished areas made good.

Old units to be kept in storage at the libraries.

## SPECIFICATIONS

### 1. DESIGN DATA

#### 1.1 OUTSIDE CONDITIONS

1.1.1	SUMMER	:	$\pm 35^{\circ}\text{C}$ dry bulb
		:	$\pm 22^{\circ}\text{C}$ wet bulb
1.1.2	WINTER	:	$\pm 10^{\circ}\text{C}$ dry bulb
		:	$\pm 0^{\circ}\text{C}$ wet bulb

Condenser air inlet temperature to be based on  $35^{\circ}\text{C}$  dry bulb.

#### 1.2 ROOM CONDITIONS:

1.2.1	Dry bulb temperature	:	$23^{\circ}\text{C} \pm 5\%$
1.2.2	Relative humidity	:	$50\% \pm 10\%$

1.3	ALTITUDE	:	1200 metres above sea level
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1.4	POWER SUPPLY	:	220Volt 1 phase 50 Hertz $\pm 5\%$ Units larger than 10KW must be 380 Volt, 3 phase
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1.5	GAS	:	All units to comply with R410A Gas Regulations
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1.6	All units to be non-inverter, fixed speed		
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### 2. GUARANTEE

Guarantee period shall be for a period of at least twelve (12) months.

During the guarantee period, necessary maintenance tasks, ensuring smooth and faultless operation, shall be performed.



## **PART C4**

# **SITE INFORMATION**

**C4: SITE INFORMATION**

**NEWCASTLE MUNICIPALITY**

**GENERAL**

This section describes the site at the time of Tender to enable the Tenderer to price his Tender and to decide upon his method of working and programming and risks.

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Clause	Description	Page no.
SI 1	<b>SITE LOCATION</b>  Madadeni, Osizweni and Newcastle Libraries, Newcastle, 2940	

**SI 1 SITE LOCATION**

Please see herewith the attached geographical location map.

**SI 2 ACCESS TO SITE AND RESTRICTIONS**

Please find herewith the attached geographical location map.

**SI 3 EXISTING SERVICES, SERVITUDES AND WAYLEAVES**

Existing underground services are not known at this stage.

Should the Contractor damage an existing service he shall immediately contact the Engineer who will investigate the matter and determine liability for the damage.

All cables and pipes shall be considered "live" unless confirmed otherwise by the relevant authority.

**SI 4 SECURITY**

The contractor shall be responsible for the security of his personnel; materials and construction plant on and around the site of the Works and for the security of his camp, and the Client in this regard will consider no claims.

**SI 5 GEOTECHNICAL REPORT AND BOREHOLE CORES**

There are no supporting documents for the above

**SI 7 HYDROLOGICAL REPORT AND FLOODLINES**

There are no supporting documents for the above