

# O. R. TAMBO DISTRICT MUNICIPALITY



## O.R. TAMBO DISTRICT MUNICIPALITY

<b>TENDER NO.:</b>	<b>ORTDM SCMU 47-20/21</b>
<b>DESCRIPTION:</b>	<b>PANEL OF 5 TURNKEY BUILDING CONTRACTORS FOR ENROLMENT AND CONSTRUCTION OF HOUSES WITH NHBRC</b>

**MARCH 2021**

Prepared for:

The Municipal Manager  
O. R. Tambo District Municipality  
Private Bag x 6043  
MTHATHA  
5100

Tel. No. (047) 501 6400

Prepared by:

Human Settlements Department  
O. R. Tambo District Municipality  
Private Bag x 6043  
MTHATHA  
5100

Tel. No. (047) 501 6411

NAME OF BIDDER: \_\_\_\_\_

CSD SUPPLIER NUMBER: \_\_\_\_\_

TAX COMPLIANCE STATUS PIN: \_\_\_\_\_

TENDER AMOUNT: \_\_\_\_\_

Email address: \_\_\_\_\_

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**O. R. TAMBO DISTRICT MUNICIPALITY**

**PROJECT: ORTDM SCMU 47-20/21**

**PANEL OF TURNKEY BUILDING CONTRACTORS FOR CONSTRUCTION AND ENROLMENT OF HOUSES WITH NHBRC**

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*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## O. R. TAMBO DISTRICT MUNICIPALITY

### PROJECT:

### PANEL OF 5 TURNKEY BUILDING CONTRACTORS FOR CONSTRUCTION AND ENROLMENT OF HOUSES WITH NHBRC.

### VOLUME 1

## T1.1 TENDERS NOTICE AND INVITATION TO TENDER

Tenders are hereby invited from suitable qualified, experienced and professionally registered contractors with the **National Home Builders Registration Council (NHBRC)** to provide construction services to build houses at O.R Tambo District Municipality.

A **two envelope system shall apply**. Tenderers are required to return the tender document in two separate envelopes, clearly marked for quality proposal and the other for price proposal.

#### REQUIREMENTS PROSPECTIVE TENDERERS:

- SARS Tax Compliance Status PIN
- CSD Supplier number
- Certified copies of company registration documents as issued by the registrar of companies
- Certified copies of National Home Builders Registration Council (NHBRC) certificate
- Certified copies of the original green bar-coded Identity Document of the members of the company
- Curriculum Vitae (CVs) of proposed professional team
- JV agreement where applicable (signed and initialled on each page)

All clarifications meetings with the representatives of the client will be virtual. Bid Documents may be downloaded on the e-Tender website([www.etenders.gov.za](http://www.etenders.gov.za)) alternatively, on the O.R Tambo District Municipality ([www.ortambodm.gov.za](http://www.ortambodm.gov.za)) at no cost.

Completed Tenders in black ink and clearly marked “**PANEL OF TURNKEY BUILDING CONTRACTORS FOR CONSTRUCTION AND ENROLMENT OF HOUSES WITH NHBRC**” must be placed in the tender box, Ground Floor, OR Tambo District Municipality Building, Nelson Drive, OR Tambo House, Myezo, Mthatha, Eastern Cape, not later than **Tuesday, 04<sup>th</sup> May 2021**.

Tenders may only be submitted on tender documentation issued. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender document. No late, faxed, emailed or other form of tender will be accepted.

**ENQ: (047) 501 6411 during office hours: Monday to Friday 07H30-13H00 and 13H30- 16H30**

Contractor

Witness 1

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Employer

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Tenders will be evaluated in terms of the Supply Chain Management Policy of the OR Tambo District Municipality and the lowest tender will not necessarily be accepted and the right to accept the whole or part of any tender or not consider any tender not suitably endorsed is fully reserved by the OR Tambo District Municipality. An 80/20-point system shall be applicable where 80 points is for the price and 20 points in terms of B-BBEE status level of contributor as shown below:

<b><i>B-BBEE status level of Contributor</i></b>	<b><i>Number of points</i></b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
<i>Non-compliant contributor</i>	0

A tenderer who fails to get more than 60 points on quality will not be assessed on price and B-BBEE and his/her tender will be returned unopened. Joint Ventures will qualify for points for their BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such B-BBEE scorecard is prepared for every separate tender.

**Acting Municipal Manager  
PAX Dunywa**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## O. R. TAMBO DISTRICT MUNICIPALITY

### PROJECT: ORTDM SCMU 47-20/21

## PANEL OF TURNKEY BUILDING CONTRACTORS FOR CONSTRUCTION AND ENROLMENT OF HOUSES WITH NHBRC

### T1.2 TENDER DATA

The conditions of tender are the **Standard Conditions of Tender** as contained in Annexure F of the 30 January 2009 edition of the **CIDB Standard for Uniformity in Construction Procurement**. The Standard Conditions of Tender Procurements make several references to the Tender Data for details that apply specifically to the Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

*Please note that the word "Client" is used in this document and referred to as "Employer" in the Standard Conditions of Tender document.*

Clause Number	
<b>F.1</b>	<b>General</b>
F.1.1	The Client is: O. R. Tambo District Municipality Private Bag x 6043 Mthatha 5100
F.1.2	The Tender documents issued by the Client comprise: <b>VOLUME 1</b>  <b>Tendering Procedure</b>  T1.1 Tender Notice & Invitation to tender T2.1 Returnable Schedules  <b>VOLUME 2 (Separate Document)</b>  <b>The Contract</b>  <b>Part C1: Agreement and Contract Data</b>  C 1.2 Forms of Offer and Acceptance C 1.3 Contract Data  <b>Part C2: Pricing Data</b>  C2.1 Pricing Instruction C2.2 Activity Schedule  <b>Part C3: Scope of Work</b>

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	<p>C3.1 Scope of Work</p> <p><b>Part C4: Site Information</b></p> <p>C4.1 Site Information</p> <p><b>Part C5: Additional Relevant Documents</b></p> <p>C5.1 Additional Relevant Documents</p>	
F1.3	<p><b>Interpretation</b> 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 tender conditions.</p>	
F.1.4	<p><b>Communication:</b> Communication with all stakeholders shall be through the O. R. Tambo Municipality’s Human Settlements Office. Communications shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a tenderer</p>	
	<p>Contact person: <u>Ms. Nyameka Mnyanda</u> Tel: 047 501 6400 / 6421</p>	<p>Contact person: <u>Mr.L.Mtse</u> Tel: 047 501 6411/6456</p>
F.1.5	<p><b>The employer’s right to accept or reject any tender offer</b></p>	
F.1.5.1	<p><b>Reject or accept</b> The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such a cancellation and rejection, but will give written reasons for such action upon written request to do so.</p>	
F.1.6	<p><b>Procurement procedures</b></p>	
F.1.6.1	<p>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.</p>	
F.2	<p><b>Tenderer’s obligations</b></p>	
F.2.1	<p><b>Eligibility</b> Only those tenders who are registered with NHBRC and have in their employ management and supervisory staff satisfying the requirement of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.</p>	
F.2.2	<p><b>Cost of tendering</b> Accept that the Employer will not compensate the tenderers for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.</p>	
F.2.3	<p><b>Check documents</b> Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>	
F.2.4	<p><b>Confidentiality and copyright</b> 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.</p>	

Contractor

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F.2.5	<b>Reference documents</b> 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.
F2.6	<b>Acknowledge Addenda</b> Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.
F.2.7	The arrangements for a <b>compulsory clarification meeting</b> are:
	<b>Date:</b> 07 April 2021 <b>Location:</b> Virtual <b>Starting time:</b> 10h00
F.2.8	<b>Seek clarification</b> 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.
F2.10	<b>Pricing the tender</b>
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 South African Rand
F2.11	<b>Alterations to documents</b> No alterations, additions and reductions must be made to the tender document issued by the employer. No document must be unbounded or unbundled and other documents which were not part of the document added All additional documentation not requested by the employer and the tenderer feel that they might be important, they must be attached in the tender document.
F.2.12	<b>Alternative tender offers</b> 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. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.
F.2.13	The Client's address for delivery of Tender offers and identification details to be shown on each Tender offer package are: <b>Location of Tender box:</b> Tender Box, Ground Floor, O. R. Tambo District Municipality Building, Nelson Mandela Drive, Myezo Park, Mthatha, Eastern Cape. <b>Physical address:</b> O. R. Tambo House, Nelson Mandela Drive, Mthatha
F.2.14	<b>Information and data to be completed in all respects</b> 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	<b>Closing time</b>

Contractor

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	The closing times for submission of Tenders are <b>12H00 on,04 May 2021.</b>
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed Bid offers will <b>NOT</b> be accepted.
F.2.16	<b>Tender offer validity</b> The Tender offer validity period is 90 Days as stated in the tender data.
F.2.17	<b>Clarification of tender offer after submission</b> The tender may be regarded as non-responsive if the tenderer fails to provide clarification requested by the employer within the time for submission stated in the employer's written request.
F.2.18	<b>Provide other material</b> The tenderer shall, when requested by the Employer to do so, 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), referencing 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.2.20	<b>Submit securities, bonds, policies</b> Submit to the employer before formation of the contract, certificates of insurance required in terms of the conditions of contract identified in the contract data.
F.2.21	<b>The tenderer is required to submit with his tender:</b> (1) an original Tax Verification Pin issued by the South African Revenue Services; and (2) Certified copy of the original of all the Companies / CC Registration documents. (3) Joint Venture Agreement where applicable in CIDB format (signed and initialed on each page). (4) Proof of Registration with Central Supplier Data Base (CSD) (5) Certified copies of the original green bar-coded ID copies of Members of the companies.
F.2.22	<b>The following actions are unacceptable and warrant an automatic disqualification:</b> <ul style="list-style-type: none"> <li>• If tender is not fully completed as required and as stipulated in the tender data.</li> <li>• If the tender document is tempered with in any way</li> <li>• If bidder's CSD number is not supplied</li> <li>• If the bidder has not submitted proof of his/her latest rates and taxes statement indicating rates and taxes are not in arrears for more than 3 months; alternatively, the bidder has not submitted proof of his/her business premises lease agreement.</li> <li>• Audited annual financial statements (for tenders in excess of 10 million)</li> </ul>
F.3	<b>The employer's undertakings</b>
F.3.1	<b>Respond to requests from the tenderer</b>
F.3.1.1	Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.
F.3.2	<b>Issue Addenda</b> If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.
F.3.4	<b>Opening of tender submissions</b>
F.3.4.1	The employer shall open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

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F.3.4.2	Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.
F.3.4.3	The client shall not be obliged to make available the record outlined in F.3.4.2 to any tenderer who fail to attend the tender opening.
F.3.6	<b>Non-disclosure</b> The client shall 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	<b>Grounds for rejection and disqualification</b> 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.
F3.9	<b>Arithmetical errors, omissions and discrepancies</b>
F.3.9.1	Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
F.3.9.2	Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for: a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii) The summation of the prices.
F.3.9.3	Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.
F.3.9.4	<b>Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</b> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> </ul>
F.3.10	<b>Clarification of a tender offer</b> Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.
F3.11	<b>Evaluation of tender offers</b>

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Tenders will be evaluated in accordance with procedures established in the Best Practice Guidelines #A3 of CIDB as stipulated in the Tender Data. The capacity and capability of tenderers who submitted offers will be established and those that did not have the capability and capacity to carry out the contract will be **eliminated**.

Evaluation **Method 4**, which entails the balance between **Quality, Financial offer and Preferences, and 80/20** points system, will be adopted.

**The following steps will be followed in evaluation:**

- Determination of whether or not tender offers are complete.
- Determination of whether or not tender offers are responsive.
- Determination of the reasonableness of tender offers.
- Confirmation of the eligibility of preferential points claimed by tenderers.
- Determination of quality of tenderers.
- Awarding of points for financial offer.
- Ranking of tenderers according to the total points (Financial + Preferential) accumulated.
- Performance of risk analysis by checking the credit record of tenderers.

**The following criteria will be used to score points.**  
 The process to be used in the evaluation of tenders are stipulated below:

The procedure for the evaluation of responsive tenders is Method 4.

Tenderers shall first be evaluated on quality and subsequently on the basis of the financial offer and preference.

Tenderers that fail to meet 50 out of a possible 70 points for quality shall be rejected out-right and shall not be assessed on any other criteria. The financial offer for tenderers who fail to meet 50 points shall be returned to the tenderer unopened.

The total number of tender evaluation points for quality shall be calculated as follows:

$$N_q = W_2 \times S_o / M_s$$

Where  $W_2$  is the maximum number of points awarded for quality in this case 70  
 $S_o$  is the score for quality for the submission under review  
 $M_s$  is the maximum possible score for quality in respect of a submission

The following shall be used but not exclusively to assess quality (also see F.3.11.7 & F.11.8):

- Specific Project Applicable Expertise
- Approach and Methodology
- Track Record

Section F.3.11.7 and F.3.11.8 shall apply for the scoring of the financial offer and points preference respectively.

The maximum number of points awarded for the financial offer shall be 20 and the points for preference being 10.

The calculation for total number of tender evaluation points  $T_{ev}$  shall be done as follows:

$$T_{ev} = N_{fo} + N_p$$

$N_{fo}$  - is number of points awarded for the financial offer  
 $N_p$  - is Number of points awarded for preference

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Should the tenderer alter his tender in schedule C1.2.3.3 then for the tender evaluation purpose only, the Employer shall evaluate the alteration(s) as follows:

- He will determine whether the Tender is still responsive as a result of the alteration(s) required by the tenderer. If it is not regarded as responsive, the tender shall be rejected without further consideration.
- If the tender is regarded as responsive, the employer will, at his sole discretion, determine the financial implication and adjust the tender price accordingly.
- This adjusted tender price shall be used to determine the points score for the financial offer.
- The contract price shall remain unchanged.

**F.3.11.7 Scoring Financial Offers**

The Scoring of the financial offers of remaining tender offers shall be done using the following formula:

**NFO = W1 x A**

Where:

- **NFO** – is the number of tender evaluation points awarded for the financial offer.
- **W1** – is the Maximum possible number of tender evaluations points awarded for the financial offer as stated in the Tender data.
- **A** – is a number of calculated using the formula and option described in table F.1 as stated in the Tender Data.

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

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

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.

**Evaluation of tender offers**

**Replace the contents of the entire sub-clause with the following**

a). The procedure for evaluation of responsive tender offers will be method 2 of table F.1 of SANS 294:2004. Financial offer & preference. The bid will be awarded to the bidder who has scored the highest points for price and preference combined BUT the prerequisite will be to obtain at least 60 points for quality (Functionality), which will be explained in stage 2 below.

b). Nevertheless, O.R. Tambo District Municipality retains the right to accept any bid.

c). **First stage of evaluation:** Compliance with Bid rules and other requirements. The bids will be checked to ensure that they comply with the bid rules and all other requirements of the project document. In particular, the following documentation must be completed and/or included within the bid:

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- The form of offer and acceptance
- Audited financial statements for any tender price of over R 10 Million
- Certified company registration documents and ID of members
- Form C: Compulsory Enterprise Questionnaire
- Form D: Certificate of Authority for signature
- Form E: Amendments, Qualifications and Alternatives
- Form H: Certificate of Good Standing
- Form I: Relevant Experience
- Form J: Details of Key Staff and CVs
- Form M: Preference Points Claim form in terms of the Preferential Procurement Regulations 2011

**Note:**

- All information supporting the above forms such as curricula vitae of staff who will work in the project and their functions, details of ownership, relevant experience etc.
- Addenda issued during the bid period, if any.
- The pricing schedule

Failure to supply the required information will compromise the bid.

**d). Second Stage in Evaluation: Quality/Functionality**

Only bidders who score **60 points or more** on stage 2 will be evaluated further and therefore eligible for award.

The maximum score for functionality shall be 100, distributed as follows:

**STAGE 1: FUNCTIONALITY/QUALITY EVALUATION**

ITEM	WEIGHT
Functionality (see detailed criteria below)	100
• Experience with respect to similar projects	60
• Experience of key staff assigned to the contract	20
• Resources to execute the works	20

***Tender Functionality /Quality Claimed***

	CATEGORY OF QUALITY / FUNCTIONALITY	MAXIMUM TENDER EVALUATION POINTS PROVIDED
<b>B1.1</b>	<b>EXPERIENCE ON SIMILAR PROJECTS</b>	<b>30</b>
	Tenderer has implemented and completed no less than 5 similar projects with a total sum of no less than <b>R 15 000 000.00</b> . <b>Copies of Certificate of Completion must be submitted with the Bid. No Points will be awarded where copies of Certificate of Completion are not submitted.</b>	30
	Tenderer has implemented and completed no less than 3-4	20

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	similar projects with total sum of no less than <b>R10 000 000.00. Copies of Certificate of Completion must be submitted with the Bid. No Points will be awarded where copies of Certificate of Completion are not submitted.</b>	
	Tenderer has implemented and completed no less than 2 similar projects with total sum of no less than <b>R5 000 000.00. Copies of Certificate of Completion must be submitted with the Bid. No Points will be awarded where copies of Certificate of Completion are not submitted.</b>	10
	No previous similar projects completed, or completed projects.	0
<b>B1.2</b>	<b>Experience of key personnel (NB no Key personnel member may be assigned more than one duty on the contract, i.e. different personnel must be assigned for each of the following positions)</b>	<b>30</b>
	<b>Professional Engineer:</b>	5
	With 5 years' experience. <b>Attach NQF Level 7 BSC/BTech in Civil Engineering, Professional Registration with the Engineering Council of South Africa(ECSA) as a Professional Engineer or Professional Civil Engineering Technologist, and CV with contactable references.</b>	
	<b>Contracts Manager/Team Leader:</b>	5
	With 5 years' experience in the construction management. <b>Attach NQF level 6 Qualification in Quantity surveying, Project management, Building Science, Civil Engineering, CV with contactable references and registration with the South African Council for the Project and Construction Management Profession (SACPCMP) as a Construction Project Manager.</b>	
	<b>Professional Architect:</b>	5
	With 5 years' experience. <b>Attach NQF Level 7 BSC/BTech in Architecture, Registration with SACAP as a Professional Architect CV with contactable references</b>	
	<b>Environmental/ Health and safety practitioner :</b>	5
	With 2 years' experience in health and safety. <b>Attach Health and Safety certificate, registration with the <i>South African Council for the Project and Construction Management Profession (SACPCMP)</i> as a Construction Health and Safety officer and CV with contactable references.</b>	
	<b>Site Agent:</b>	5

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	With 5 years' experience in construction management <b>Attach CV with contactable references</b>	
	<b>Social Facilitator :</b> 3 years' experience in in social facilitation. <b>Attach NQF level 7 Bachelor of Social Sciences and CV with contactable references.</b>	5
<b>B1.3</b>	<b>Methodology</b>	<b>10</b>
	Tenderer must submit a detailed works plan. The works plan must show that the tenderer understands the terms of reference. The works plan is of acceptable standards.  <b>Attach a Detailed Methodology that clearly stipulates how Quality will be managed including compliance with NHBRC, Time &amp; Scope Management, Community Development, Risk management and social facilitation</b>	10
	Tenderer must submit a detailed works plan. The works plan must show that the tenderer understands the terms of reference. The works plan is satisfactory standards.  <b>Attach a Detailed Methodology that clearly stipulates how Quality will be managed including compliance to NHBRC, Time &amp; Scope Management, Community Development, Risk management and social facilitation</b>	6
	Tenderer must submit a detailed works plan. The works plan must show that the tenderer understands the terms of reference. The works is NOT of satisfactory standards.  <b>Attach a Detailed Methodology that clearly stipulates how Quality will be managed including compliance to NHBRC, Time &amp; Scope Management, Community Development, Risk management and social facilitation</b>	0
<b>B1.4</b>	<b>Resources to Developer</b>	<b>10</b>
	Tenderer owns or will hire 4 (four) of the machinery required for the execution of the contract namely, 1 x TLB, 1 x 10-ton Tipper Truck, 2 x 8 ton Trucks & 1 x 6 cube Concrete Mixer Truck. <b>Attach schedule of resources with proof of ownership or lease agreement signed between the owner of the machinery and tenderer.</b>	10
	Tenderer owns or will hire 3 (three) of the machinery required for the execution of the contract namely, 1 x TLB, 1 x 10-ton Tipper Truck, 2 x 8 ton Trucks & 1 x 6 cube Concrete Mixer Truck. <b>Attach schedule of resources with proof of ownership or lease agreement signed between the owner of the machinery and tenderer.</b>	6
	Tenderer owns or will hire 2 (two) of the machinery	4

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

required for the execution of the contract namely, 1 x TLB, 1 x 10-ton Tipper Truck, 2 x 8 ton Trucks & 1 x 6 cube Concrete Mixer Truck. **Attach schedule of resources with proof of ownership or lease agreement signed between the owner of the machinery and tenderer.**

**STAGE 2: EVALUATION FOR PRICE AND PREFERENCE (80/20)**

The procedure for Stage 2 of evaluation of responsive tenders is **Method 2**

**a) PRICE: ..... 80**

**a) B-BBEE STATUS LEVEL OF CONTRIBUTION: ..... 20**

**Points Awarded for Price (Ps)**

A total of 90 points will be awarded to the Tenderer with the lowest balanced price. The **other tenders will be awarded points on the ratio to bench mark price as follows:**

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of bid under consideration
- Pt = Rand value of bid under consideration
- Pmin = Rand value of lowest acceptable bid

**b) Points awarded for B-BBEE Status Level of Contribution**

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

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

The total calculated points will be rounded to the second decimal place.

**F.3.13 Acceptance of tender offer**

F3.13.1

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer’s procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,</p> <p>e) complies with the legal requirements, if any, stated in the tender data, and</p> <p>f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.</p>
F3.13.2	<p>Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.</p>
F.3.14	<p><b>Notice to unsuccessful tenderers</b></p> <p>After the successful tenderer has acknowledged the employer's notice of acceptance, after written request, the employer will notify the tenderers that their tender offers have not been accepted in O.R Tambo District Municipality's website: <a href="http://www.ortambodm.org.za">www.ortambodm.org.za</a> by listing the successful tender.</p>
F.3.15	<p><b>Prepare contract documents</b></p> <p>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:</p> <p>a) addenda issued during the tender period,</p> <p>b) inclusion of some of the returnable documents,</p> <p>c) other revisions agreed between the employer and the successful tenderer, and</p> <p>d) The schedule of deviations attached to the form of offer and acceptance, if any.</p>
F.3.16	<p><b>Issue final contract</b></p> <p>Prepare and issue the final draft of the contract to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any).</p>

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## **O.R. TAMBO DISTRICT MUNICIPALITY**

**PROJECT NO: ORTDM SCMU 47-20/21**

### **PANEL OF 5 TURNKEY BUILDING CONTRACTORS FOR CONSTRUCTION AND ENROLMENT OF HOUSES WITH NHBRC**

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

The Tenderer must complete the following returnable documents:

<b>T2.2 Returnable Documents required for Tender evaluation purposes</b>		
1	Form 2.2.1	General Information of the Tenderer
2	Form 2.2.2	Authority for Signatory
3	Form 2.2.3	Schedule of Previous Experience
4	Form 2.2.4	Schedule of Current Projects
5	Form 2.2.5	Declaration of good standing regarding tax
6	Form 2.2.6	Certificate of Attendance at Site Meeting
7	Form 2.2.7	Proposed Key Personnel
8	Form 2.2.8	Schedule Equipment to be used
9	Form 2.2.9	Schedule of Proposed Sub-Contractors
10	Form 2.2.10	Financial References

<b>T2.3 Returnable Documents that will be incorporated into the contract</b>		
1	Form 2.3.1	Record of Addenda to Tender Documents
2	Form 2.3.2	Procurement Form

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**O.R. TAMBO DISTRICT MUNICIPALITY**

**PROJECT: ORTDM SCMU 47-20/21**

**PANEL OF 5 TURNKEY BUILDING CONTRACTORS FOR CONSTRUCTION AND ENROLMENT OF HOUSES WITH NHBRC**

**T2.2 RETURNABLE DOCUMENTS**

**RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**

- Form 2.2.1 General Information of Tenderer
- Form 2.2.2 Authority of Signatory
- Form 2.2.3 Schedule of Previous Experience
- Form 2.2.4 Schedule of Current Projects
- Form 2.2.5 Declaration of good standing regarding tax
- Form 2.2.6 Registration on the Central Supplier Database
- Form 2.2.7 Certificate of Attendance at Site Meeting
- Form 2.2.8 Proposed Key Personnel
- Form 2.2.9 Schedule of Proposed Sub-consultants
- Form 2.2.10 Financial References
- Form 2.2.11 Municipal Bidding Documents (MBDs)

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**FORM 2.2.1 GENERAL INFORMATION OF TENDERER**

1. **Name of Tenderer:** .....

2. **Contact details**

Address : .....

Tel no : .....

Fax no : .....

Cell no : .....

E-mail address: .....

3. **Legal entity: Mark with an X.**

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint venture	

In the case of a Joint venture, provide details on joint venture members:

Joint venture member	Type of entity (as defined above)

4. **Income tax reference number:** .....

(in case of a joint venture, provide for all joint venture members)

5. **Municipal services area where the enterprise is registered:**

.....  
(in case of a joint venture, provide for all joint venture members)

6. **Company / close corporation Registration Number:** .....

(in case of a joint venture, provide for all joint venture members)

7. **VAT Registration number:** .....

(in case of a joint venture, provide for all joint venture members)

8. **CIDB registration number:** .....

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**ATTACH THE FOLLOWING DOCUMENTS HERETO**

1. For Closed Corporations

**Certified copies of CK1 or CK2 as applicable (Founding Statement)**

2. For Companies

**Certified copies of Shareholders register**

3. ID copies

**Certified ID Copies for members**

4. CIDB registration

**Proof of registration CIDB**

5. CSD registration

***Proof of registration with Central Supplier Database***

6. For Joint Venture Agreements

**Copy of the Joint Venture Agreement between all the parties, as well as the certified documents in (1), and or (2) and (4) and (4) of each Joint Venture member.**

7. Copy of the latest municipal service account where enterprise is registered

8. Central Supplier Database Summary Report

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**FORM 2.2.2 AUTHORITY OF SIGNATORY**

Details of person responsible for tender process:

Name:

.....

Contact number:

.....

Office address:

.....

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be.

“By resolution of the board of directors passed on (date) .....

.....

has been duly authorized to sign all documents in connection with the Tender for Contract Number

.....and any Contract which may arise there from on

behalf of.....

(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY.....

IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY .....

[Signature box]

Contractor

[Signature box]

Witness 1

[Signature box]

Witness 2

[Signature box]

Employer

[Signature box]

Witness 1

[Signature box]

Witness 2

**FORM 2.2.2 CERTIFICATE OF AUTHORITY FOR JOINT VENTURE**

This Returnable Schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORIZED SIGNATORY
Lead partner       CIDB registration no .....		Signature. ....  Name .....  Designation.....
CIDB registration no .....		Signature. ....  Name .....  Designation.....
CIDB registration no .....		Signature. ....  Name .....  Designation.....
CIDB registration no .....		Signature. ....  Name .....  Designation.....

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**ATTACH HERETO THE DULY SIGNED AND DATED ORIGINAL OR CERTIFIED COPY OF AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*





**FORM 2.2.5 DECLARATION OF GOOD STANDING REGARDING TAX**

<b>SOUTH AFRICAN REVENUE SERVICES</b>	Tender No: .....
	Closing Date: .....

**DECLARATION OF GOOD STANDING REGARDING TAX  
PARTICULARS**

1. Name of Taxpayer/Tenderer: .....

2. Trade Name: .....

3. Identification Number: (If applicable)

4. Company / Close Corporation registration number:

5. Income Tax reference number:

6. VAT registration number: (If applicable)

7. PAYE employer's registration number: (If applicable)

8. Monetary value of Bid:

**DECLARATION**

I, ..... the undersigned, the above taxpayer/Bidder, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes:

- (i) Have been satisfied in terms of the relevant Acts; or
- (ii) That suitable arrangements have been made with the Receiver of Revenue,..... to satisfy them.\*

..... **SIGNATURE CAPACITY DATE**

**PLEASE NOTE:\*** The declaration (ii) cannot be made unless formal arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/outstanding tax returns.

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

# **SARS TAX COMPLIANCE PIN.....**

.....

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**FORM 2.2.6 REGISTRATION ON THE CENTRAL SUPPLIER DATABASE**

Attach proof of registration with the Central Supplier Database. **This information is material to the award of the Contract.**

**ATTACH CERTIFIED PROOF OF REGISTRATION ON THE NATIONAL CENTRAL SUPPLIER DATABASE**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**FORM 2.2.7 CERTIFICATE OF ATTENDANCE AT SITE MEETING**

This is to certify that I, ..... (Name)

duly authorised representative of .....(Tenderer)

Address: .....

Date: .....

Visited the site on .....(date) in the presence of

.....  
(Engineer)

**I have made myself familiar with the sites and all the local conditions likely to influence the work and the cost thereof.**

I further certify that I am satisfied with the description of the work and explanations given by the said Engineer and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

.....  
Representative of Employer

.....  
Representative of Tenderer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**FORM 2.2.10 FINANCIAL REFERENCES**

**FINANCIAL STATEMENTS**

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

**DETAILS OF TENDERERS BANKING INFORMATION**

I/We hereby authorise the Client/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

<b>BANK NAME:</b>									
<b>ACCOUNT NAME:</b> <i>(e.g. ABC Civil Construction cc)</i>									
<b>ACCOUNT TYPE:</b> <i>(e.g. Savings, Cheque etc)</i>									
<b>ACCOUNT NO:</b>									
<b>ADDRESS OF BANK:</b>									
<b>CONTACT PERSON:</b>									
<b>TEL. NO. OF BANK / CONTACT:</b>									
How long has this account been in existence:	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px;">0-6 months</td> <td style="width: 30px; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">7-12 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">13-24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">More than 24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <span style="margin-left: 20px;">(Tick which is appropriate)</span>	0-6 months	<input type="checkbox"/>	7-12 months	<input type="checkbox"/>	13-24 months	<input type="checkbox"/>	More than 24 months	<input type="checkbox"/>
0-6 months	<input type="checkbox"/>								
7-12 months	<input type="checkbox"/>								
13-24 months	<input type="checkbox"/>								
More than 24 months	<input type="checkbox"/>								

Name of Tenderer:.....

Date: .....

Signature : .....

Full name of signatory:.....

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**ATTACH AUDITED**  
**FINANCIAL STATEMENTS**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## FORM 2.2.11 MUNICIPAL BIDDING DOCUMENTS

**MBD1**

### PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF O.R. TAMBO DISTRICT MUNICIPALITY</b>					
<b>BID NUMBER:</b>	ORTDM SCMU 47-20/21	<b>CLOSING DATE:</b>	04 May 2021	<b>CLOSING TIME:</b>	12.00PM
<b>DESCRIPTION:</b>	PANEL OF 5 TURNKEY BUILDING CONTRACTORS FOR ENROLMENT AND CONSTRUCTION OF HOUSES WITH NHBRC				

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

<i>TENDER BOX, GROUND FLOOR, O.R. TAMBO DISTRICT MUNICIPALITY BUILDING</i>
<i>NELSON MANDELA DRIVE</i>
<i>MYEZO PARK , MTHATHA</i>
<i>EASTERN CAPE</i>

<b>SUPPLIER INFORMATION</b>					
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:		CSD No:	
		<input type="checkbox"/> Yes		<input type="checkbox"/> Yes	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	
				<input type="checkbox"/> No	

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
---	--	--	---

TOTAL NUMBER OF ITEMS OFFERED	TOTAL BID PRICE
	R

SIGNATURE OF BIDDER	DATE
.....	

CAPACITY UNDER WHICH THIS BID IS SIGNED

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	SCM DEPARTMENT	CONTACT PERSON	MR. L. Mtse
CONTACT PERSON	MR. SAKHIWO HOPA	TELEPHONE NUMBER	047 501 6456
TELEPHONE NUMBER	047 501 6449	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	<a href="mailto:lusandamtse@gmail.com">lusandamtse@gmail.com</a>
E-MAIL ADDRESS	<a href="mailto:sakhiwoh@ortambodm.gov.za">sakhiwoh@ortambodm.gov.za</a>		

<div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**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).**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, 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)?  YES  NO

3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO

3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO

3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FC COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) 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 at which this Bid is signed** .....

**Date** .....

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

**DECLARATION OF INTEREST**

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

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

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

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

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars .....

.....

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

3.11.1 If yes, furnish particulars.....

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

3.13.1 If yes, furnish particulars.....

.....

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

3.14.1 If yes, furnish particulars .....

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

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

Full name	Identity number	State employee number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bid**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

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

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

NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
1.	Are you by law required to prepare annual financial statements?		
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the last 3 years.		

NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than 3 months or any other service provider in respect of which payment is overdue for more than 30 days?		
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than 3 months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2	If yes, provide details: ..... ..... .....		

NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material noncompliance or dispute concerning the execution of such contract?		

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
4.	Will any portion of the goods or services be sourced from outside the Republic, and if so, what portion, and whether any portion of payment from the municipality is expected to be transferred outside of the Republic?		
4.1	If yes, provide details: ..... ..... .....		

**CERTIFICATION**

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

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

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

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bid**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

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

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

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

### **1. GENERAL CONDITIONS**

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

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

1.2

(a) 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 (b) The 80/20 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

### **2. DEFINITIONS**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“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 or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



7	2	4
8	1	2
Non-compliant contributor	0	0

**6. BID DECLARATION**

**6.1** Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

**7.1** B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor. **SUB-CONTRACTING**

**7.2** 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) The B-BBEE status level of the sub-contractor..... iv) Whether the sub-contractor is an EME or QSE *(Tick applicable box)*

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

**8.1** Name of ocompany/firm.....

**8.2** VAT registration number:.....

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**8.3** Company registration number:.....

**8.4** TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

**8.5** DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

**8.6** COMPANY CLASSIFICATION

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

**8.7** MUNICIPAL INFORMATION

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number**.....

**8.8** Total number of years the company/firm has been in business:.....

**8.9** I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct; ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of 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;

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

.....  
**Contractor**

.....  
**Witness 1**

.....  
**Witness 2**

.....  
**Employer**

.....  
**Witness 1**

.....  
**Witness 2**

side) rule has been applied; and (e) forward the matter for criminal

WITNESS:

1. ....

2. ....

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

DATE: .....

ADDRESS: .....

.....

.....

[Empty box]

*Contractor*

[Empty box]

*Witness 1*

[Empty box]

*Witness 2*

[Empty box]

*Employer*

[Empty box]

*Witness 1*

[Empty box]

*Witness 2*

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bid**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**PROJECT NO.: ORTDM SCMU 47-20/21: PANEL OF FIVE TURNKEY BUILDING CONTRACTORS FOR ENROLMENT AND CONSTRUCTION OF HOUSES WITH NHBRC**

in response to the invitation for the bid made by:

**O.R. TAMBO DISTRICT MUNICIPALITY**

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

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**MBD 9**

1. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
  
2. 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.
  
3. 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.
  
4. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**MBD 9**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bid**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## **O. R. TAMBO DISTRICT MUNICIPALITY**

**PROJECT NO.: ORTDM SCMU 47-20/21**

### **PANEL OF 5 TURNKEY BUILDING CONTRACTORS FOR CONSTRUCTION AND ENROLMENT OF HOUSES WITH NHBRC**

<b>C1      AGREEMENTS AND CONTRACT DATA</b>
---

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Special Conditions
- C1.4 Occupational Health and Safety Specification
- C1.5 Supply Chain Management Policy

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

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

**OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **Project: ORTDM SCMU 47-20/21: PANEL OF TURNKEY BUILDING CONTRACTORS FOR CONSTRUCTION AND ENROLMENT OF HOUSES WITH NHBRC.**

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

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

.....

.....

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

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signatures	_____	_____
Name(s)	_____	_____
Capacity	_____	_____
Signature of witness	_____	_____
For the Tenderer	_____ (Name and address of organisation)	

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## **ACCEPTANCE**

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site information
- Part 5 Additional Relevant Documentation

and documents or parts thereof, which may be incorporated by reference into Parts 1 to 6 above.

Deviations from and amendments to the documents listed in the Tender Data, including the proposed key personnel and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

For the tenderer \_\_\_\_\_

(Name and address of organisation)

Name & Signature

Of Witness \_\_\_\_\_

Name

\_\_\_\_\_

Signature

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## **O. R. TAMBO DISTRICT MUNICIPALITY**

### **PROJECT: ORTDM SCMU 47-20/21**

### **PANEL OF 5 TURNKEY BUILDING CONTRACTORS FOR CONSTRUCTION AND ENROLMENT OF HOUSES WITH NHBRC**

#### **C.1.2 CONTRACT DATA**

The tenderer is referred to the JBCC Principal Building Agreement March 2014 Edition 6.1 published by the Joint Building Contracts Committee.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**PART 2: DATA PROVIDED BY THE SERVICE PROVIDER**

Clause	Description
3.4 & 4.3.2	The_Employer is the: OR Tambo District Municipality Private Bag x6043 Mthatha 5100  OR Tambo House Nelson Mandela Drive Myezo Mthatha  Telephone               (047) 501 6411 Fax Number               (047) 501 4166  e-mail <a href="mailto:ortambodm@ortambodm.org.za">ortambodm@ortambodm.org.za</a> Website <a href="http://www.ortambodm.org.za">www.ortambodm.org.za</a>
<b>1</b>	<b>The project is the PANEL OF TURNKEY BUILDING CONTRACTORS FOR CONSTRUCTION AND ENROLMENT OF HOUSES WITH NHBRC</b>
4.3.2	The authorised and designated representative of the Employer is:  Name:  The address for receipt of communication is:  Telephone: (047) 501 6400  Facsimile : (047) 532 4166  <b>Address</b> Private Bag x6043 <u>s</u> Mthatha 5100
3.6	The service provider may not release public or media statements or publish material related to the service or project under any circumstances.
3.11	The penalty payable is R 300.00 per day subject to a maximum amount of R 500.00
3.14	The programme shall be submitted within 3 days of the award
5.4.1	The service provider is required to provide professional indemnity cover as set out in the professional indemnity schedule
5.5	The service provider is required to obtain the client’s approval before moving to any stage of the project
8.1	The service provider is to commence the performance of services within 3 days of the date that the contract becomes effective
11.1	Should the service provider wish to subcontract any work, he shall do so by providing

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	three quotations to the employer for approval
<b>9.1</b>	Copyright of document prepared for the project shall be vested with OR Tambo District Municipality
<b>12.1</b>	Settlement of disputes is to be in terms of the Supply Chain Management Policy of the OR Tambo District Municipality
	The client shall not be responsible for any overtime worked or overtime payments made to the personnel of the Service Provider.
	5% of the professional fees will be retained where applicable and will only be released upon submission to OR Tambo District Municipality of the As-Built Drawings
	Consultants will be paid within 30 calendar days from the date of receipt of the correct Tax invoice by the OR Tambo District Municipality.

Signature of the Tenderer .....

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**FORM C1.3 SPECIAL CONDITION**

**Payment for the labour-intensive component of the works**

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.

**Applicable labour laws**

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.

**1 Introduction**

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.

1.2 In this document –

- (a) "**Department**" means any department of the State, implementing agent or contractor;
- (b) "**Employer**" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;
- (c) "**Worker**" means any person working in an elementary occupation on a SPWP;
- (d) "**Elementary** occupation" means any occupation involving unskilled or semi-skilled work;
- (e) "**Management**" means any person employed by a department or implementing agency to administer or execute an SPWP;
- (f) "**Task**" means a fixed quantity of work;
- (g) "**task-based work**" means work in which a worker is paid a fixed rate for performing a task;
- (h) "**task-rated worker**" means a worker paid on the basis of the number of tasks completed;
- (i) "**time-rated worker**" means a worker paid on the basis of the length of time worked.
- (j) "**Task rate or daily rate**" = R 130.00

**2 Terms of Work**

2.1 Workers on a SPWP are employed on a temporary basis.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- 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.

**3 Normal Hours of Work**

- 3.1 An employer may not set tasks or hours of work that require a worker to work–
- (a) More than forty hours in any week
  - (b) On more than five days in any week; and
  - (c) For more than eight hours on any day.
- 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3 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 40-hour week) to that worker.

**4 Meal Breaks**

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes' duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 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.
- 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.

**5 Special Conditions for Security Guards**

- 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 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.

**6 Daily Rest Period**

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.

**7 Weekly Rest Period**

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

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

ordinary hours of work ("emergency work").

**8 Work on Sundays and Public Holidays**

8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

8.2 Work on Sundays is paid at the ordinary rate of pay.

8.3 A task-rated worker who works on a public holiday must be paid –

- (a) The worker's daily task rate, if the worker works for less than four hours;
- (b) Double the worker's daily task rate, if the worker works for more than four hours.

8.4 A time-rated worker who works on a public holiday must be paid –

- (a) The worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
- (b) Double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

**9 Sick Leave**

9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

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.

9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

9.4 Accumulated sick-leave may not be transferred from one contract to another contract.

9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

9.7 An employer must pay a worker sick pay on the worker's usual payday.

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 –

- (a) Absent from work for more than two consecutive days; or
- (b) Absent from work on more than two occasions in any eight-week period.

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.

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.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## **10 Maternity Leave**

- 10.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 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.
- 10.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth; or
  - (b) On an earlier date –
    - (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
    - (ii) if agreed to between employer and worker; or
  - (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.
- 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.
- 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.

## **11 Family responsibility leave**

- 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 -
- (a) When the employee's child is born;
  - (b) When the employee's child is sick;
  - (c) In the event of a death of –
    - (i) The employee's spouse or life partner;
    - (ii) The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild, or sibling.

## **12 Statement of Conditions**

- 12.1 An employer must give a worker a statement containing the following details at the start of employment –
- (a) The employer's name and address and the name of the SPWP;
  - (b) The tasks or job that the worker is to perform; and

*Contractor*

*Witness 1*

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- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) The worker's rate of pay and how this is to be calculated;
- (e) The training that the worker will receive during the SPWP.

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.

12.3 An employer must supply each worker with a copy of these conditions of employment.

### **13 Keeping Records**

13.1 Every employer must keep a written record of at least the following –

- (a) The worker's name and position;
- (b) In the case of a task-rated worker, the number of tasks completed by the worker;
- (c) In the case of a time-rated worker, the time worked by the worker;
- (d) Payments made to each worker.

13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

### **14 Payment**

14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

14.2 A task-rated worker will only be paid for tasks that have been completed.

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.

14.4 A time-rated worker will be paid at the end of each month.

14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

14.6 Payment in cash or by cheque must take place –

- (a) At the workplace or at a place agreed to by the worker;
- (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (c) In a sealed envelope which becomes the property of the worker.

14.7 An employer must give a worker the following information in writing –

- (a) The period for which payment is made;
- (b) The numbers of tasks completed or hours worked;
- (c) The worker's earnings;
- (d) Any money deducted from the payment;
- (e) The actual amount paid to the worker.

14.8 If the worker is paid in cash or by cheque, this information must be recorded on the

*Contractor*

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*Witness 2*

envelope and the worker must acknowledge receipt of payment by signing for it

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.

**15 Deductions**

15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

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.

15.4 An employer may not require or allow a worker to –

- (a) Repay any payment except an overpayment previously made by the employer by mistake;
- (b) State that the worker received a greater amount of money than the employer actually paid to the worker; or
- (c) Pay the employer or any other person for having been employed.

**16 Health and Safety**

16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

16.2 A worker must –

- (a) Work in a way that does not endanger his/her health and safety or that of any other person;
- (b) Obey any health and safety instruction;
- (c) Obey all health and safety rules of the SPWP;
- (d) Use any personal protective equipment or clothing issued by the employer;
- (e) Report any accident, near-miss incident, or dangerous behaviour by another person to their employer or manager.

**17 Compensation for Injuries and Diseases**

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.

17.2 A worker must report any work-related injury or occupational disease to their employer or manager.

17.3 The employer must report the accident or disease to the Compensation Commissioner.

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

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accidents outside the workplace such as road accidents or accidents at home.

**18 Termination**

- 18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 18.2 A worker will not receive severance pay on termination.
- 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.
- 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.
- 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 if a position becomes available for the balance of the 24-month period.

**19 Certificate of Service**

- 19.1 On termination of employment, a worker is entitled to a certificate stating –
  - (a) The worker’s full name;
  - (b) The name and address of the employer;
  - (c) The SPWP on which the worker worked;
  - (d) The work performed by the worker;
  - (e) Any training received by the worker as part of the SPWP;
  - (f) The period for which the worker worked on the SPWP;
  - (g) Any other information agreed on by the employer and worker

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**MONTHLY REPORTING**

The successful bidder will be expected to assist with monthly reporting. These will include progress reports, labour reports, etc, submitted to the Project Manager on the dates to be stipulated.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

O. R. TAMBO DISTRICT MUNICIPALITY

**PROJECT: ORTDM SCMU 47-20/21**

**PANEL OF 5 TURNKEY CONTRACTORS FOR CONSTRUCTION AND ENROLMENT OF HOUSES WITH NHBRC**

**C2 PRICING DATA**

C2.1 Pricing Instructions

C2.2 Bill of Quantities

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## **PANEL OF 5 TURNKEY BUILDING CONTRACTORS FOR CONSTRUCTION AND ENROLMENT OF HOUSES WITH NHBRC**

### **FORM C2.1 PRICING INSTRUCTIONS**

1. The Standard for uniformity, the guidelines for scope of services and tariffs of fees, the Contract Data, the Specifications (including the Project Specifications) shall be read in conjunction with the Bill of Quantities.
2. The comprises items covering the contractor's profit and costs of general liabilities and of the professional services rendered for the construction.
3. The amounts and rates to be inserted in the bill of Quantities shall be the full inclusive amounts to the Employer for the work described under several items. Such amounts shall cover the costs of general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the bid is based.
4. An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by other amounts or rates in the Bill.
5. The validity of the contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.
6. A price or rate is to be entered, in BLACK INK and no erasing fluid can be used. When a mistake has been made you must put a line across the figure and initial next to it before putting a new figure.
7. Please remember to finalise you project bid by carrying forward the total FEES inclusive of VAT to form of offer. Failure to do so will lead to disqualification.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## O. R. TAMBO DISTRICT MUNICIPALITY

### PROJECT: ORTDM SCMU 47-20/21 PANEL OF TURNKEY BUILDING CONTRACTORS FOR CONSTRUCTION AND ENROLMENT OF HOUSES WITH NHBRC

#### C3 SCOPE WORK

##### C3.1 DESCRIPTION OF WORK

###### C3.1.1 Client's Objective

The main objectives of this tender:

- To appoint a panel of five building contractors that will facilitate the construction and enrolment of 40 m<sup>2</sup> houses with NHBRC in various wards within the OR Tambo District Municipality.

###### C3.1.2 Overview of the Works

The scope of Work shall comprise of the following:

- Geotechnical Investigation
- Social Facilitation
- Foundation, House and Roof Plan Design
- NHBRC Enrolment
- Construction of a 40 m<sup>2</sup> house
- Rain Water Goods (2500L rain water tank)
- Pre Cast VIP toilet
- 1m Drainage Compliant Concrete Apron
- Electrification
- Signing of Happy Letter

###### C3.1.3 Extent of the works

The work to be carried out by the tenderer under this contract comprises mainly of the following:

- Geotechnical Investigation
- Foundation, House and Roof Plan Design
- NHBRC Enrolment
- Foundation
- Wall-plate (M6 Blocks external and M4 Internal)
- Plastering
- Roof (Roman Tiles)
- Installation of Doors and glazing
- Fascia Board
- Rain Water Goods (2500L rain water tank)
- Pre Cast VIP toilet

Contractor

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- Finishes with ceiling, completion and electrical wiring
- 1m Drainage Compliant Concrete Apron
- Painting (internal and external)

### **C3.1.4 Location of the works**

The sites are situated in various wards in all five (5) Local Municipalities of the OR Tambo District Municipality.

### **C3.1.5 Program**

It is specifically brought to the notice of the bidder that time is critical on these projects, and the period will be a major factor in the award of the tender. Tenderers shall submit with their tender their preliminary programme for the planning of this project to suit their proposed method of executing the works. The programme shall be sufficiently detailed to differentiate between the various activities so that the contract may be properly evaluated.

### **C3.2 Procurement**

Tenders will be adjudicated in accordance with Supply Chain Management Policy of the OR Tambo District Municipality and as stated in the Tender Data.

### **C3.3 Procurement**

It is expected that the Turnkey Contractor will act as the Main Contractor and he will appoint his sub-contractors.

### **C3.4 CONTACT PERSON ON PROJECT**

The contact person on this project is as follows:

Name	Lusanda Mtse
Contact Details	Cell no. 081 591 0219 Tel no. 047 501 6411

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## PROJECT: ORTDM SCMU 47-20/21

### PANEL OF 5 TURNKEY CONTRACTORS FOR CONSTRUCTION AND ENROLMENT OF HOUSES WITH NHBRC

#### Bill of Quantities

1. When submitting this tender, the tenderers shall note that the sites are located in all local municipalities of the OR Tambo District Municipality and must quote as to the nature and extent of the works to be done.
2. Tenderers must also note that low cost housing is VAT zero rated.

No	Description	Unit	Quantity	Rate
<b>1.</b>	<b>Professional Services</b>			
1.1	Geotechnical Investigation/Geotechnical Report	Each	1	
1.2	Foundation, House & Roof Design	Each	1	
1.3	Project Management	Each	1	
<b>2.</b>	<b>NHBRC Enrolment</b>			
2.1	Enrolment of Houses with NHBRC	Each	1	
<b>3.</b>	<b>Construction</b>			
3.1	Foundation	Each	1	
3.2	Super-Structure( Wall-plate Level)	Each	1	
3.3	Roof	Each	1	
3.4	2,5 KL Rain Water Tank (incl. Tank Stand)	Each	1	
3.5	Electrification ( incl. Certificate of Compliance)	Each	1	
3.6	Precast VIP Toilet	Each	1	
3.7	1m Concrete Apron	Each	1	
3.8	Finishes/Completion with FUR	Each	1	
<b>4.</b>	<b>Social Facilitation</b>			
	Signing of Happy Letter	Each	1	
<b>SUMMARY</b>				
<b>Total Cost to Professional Services</b>		Each	<b>1</b>	
<b>Total Cost to NHBRC Enrolment</b>		Each	<b>1</b>	
<b>Total Cost to Construction</b>		Each	<b>1</b>	
<b>Total Cost to Social Facilitation</b>		Each	<b>1</b>	
<b>TOTAL COST TO COMPLETE</b>				

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

## O. R. TAMBO DISTRICT MUNICIPALITY

### **PROJECT: ORTDM SCMU 47-20/21 PANEL OF TURNKEY BUILDING CONTRACTORS FOR CONSTRUCTION AND ENROLMENT OF HOUSES WITH NHBRC**

#### **C4 SPECIFICATIONS**

- All works to be carried out in compliance with the Department of Housing Generic Specifications (GFSH 1 to 11) and technical guidelines as contained in the Housing Code, NHBRC Home Building Manual and SANS 10400;
- All works to be done in compliance with the current Health & Safety Regulations and must be done in compliance with all Environmental Legislations;
- All relevant Local Authority requirements to be adhered to and relevant permissions obtained;
- In addition to the above, the minimum requirements for infrastructure will be in accordance with the Guidelines for Human Settlements Planning & design Vol. 1 &2 (Redbook), NHBRC Technical Requirements and SANS 10400.

In Addition to specifications already mentioned, the following additional minimum requirements:

- 2011 revised National Building Regulations; South African National Standards (SANS) 10400 XA Energy Usage Building;
- SABS approved roof trusses to be used and roof covering to be cement roof tile/Roman tiles;
- Concrete Aprons to be provided on all four sides of the structure including storm-water management precautionary measures;
- Fascia's and barge boards to be provided; as well as gutters with pipe work;
- House to be plastered and painted both internally & externally;
- Installation of ceiling and electrification.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*