



NDLAMBE MUNICIPALITY

TENDER NO. 29/2425 SMME PROVISION

(PROVISION OF LOCAL SMMEs)

DISASTER RELIEF: UPGRADING OF NDLAMBE ROADS

UPGRADING OF DISASTER ROADS IN NDLAMBE - WEST: SMME PACKAGES

PREPARED BY:

COALITION TRADING 1203 CC
 11 Misty Waves Estates
 Emerald Heights
 Port Alfred
 6170

Tender amount.....

Validity Period.....

Registered Name of Tenderer:									
TRADING NAME OF TENDERER:									
Registration No. of Entity:									
CIDB CRS Number(s):									
Contact Person:	Central Supplier Database (CSD) number:								
Tel. No.:	E-mail Address:								
Cell No.:	Fax No:								
Address:									
PRICE SCHEDULE: Please tick on the package bid submitted									
(A)	(B)	(C)							

REQUEST FOR BIDS

T1 INTRODUCTION

The Eastern Cape Province was affected by heavy rainfall and flooding. A provincial disaster was classified in the month of December 2024 after the damages were identified. The catastrophe is saligned in terms of the Disaster Management Act, 2002 (Act No. 57 of 2002).

Ndlambe Local Municipality submitted Business Plan and motivation to obtain Municipal Disaster Relief Grant to rehabilitate/ reconstruct the storm and flood damaged infrastructure in Van der Stel, Hertzog, Daniel Scheepers, Galjoen and Buite Streets. Upon receipt of the documentation from the municipality, the documentation was reviewed. NGCE (Pty) Ltd conducted an assessment and site investigation tests on all the roads being considered by Ndlambe Local Municipality for upgrades on the 28 March 2025. Funding was therefore received by the municipality.

This bid will include the following projects, as approved:

- Laying of concrete block paving for a 1210 m² and approx. 6m wide; installation of road signs and concrete kerbing at Hertzog Street, Bushmen Town.
- Laying of concrete block paving for a 2310 m² and approx. 6m wide, installation of road signs and concrete kerbing at Daniel Scheepers Street, Boknes Town.
- Laying of concrete block paving for a 2437 m² long approx. 6m wide, installation of road signs and concrete kerbing at Buite Street, Alexandria.

EPWP is one of the government's short-to-medium term programmes aimed at alleviating and reducing unemployment. Opportunities for creative job opportunities have been identified in the following, Infrastructure, Environmental, social and economic sectors. The objective of this funding is to increase the labour intensity of government-funded infrastructure projects, creating work opportunities in public environmental programmes (e.g. Working for Water) and creating work opportunities in public social programmes (e.g. community care workers).

Through National Disaster Management Programme (NDMC) and EPWP funds, Ndlambe municipality has budgeted for the above-mentioned projects in 2024/25FY.

T1.1 TENDER NOTICE AND INVITATION TO TENDER



**NDLAMBE LOCAL MUNICIPALITY
TENDER NO. 29/2425/ SMME PROVISION**

**TENDER NOTICE & INVITATION TO TENDER FOR SUITABLE CONTRACTOR PROJECT
NAME: UPGRADING OF THE FOLLOWING ROADS**

Bids are hereby invited from suitably qualified entities for the following:

PROJECT NAME	TYPE	PACKAGE	NO OF SMME'S	EXTENT (SQUARE METRES)	TENDER #	MINIMUM CIDB GRADING REQUIRED
UPGRADING OF HERTZOG STREET: BUSHMEN TOWN	CONCRETE KERBING, CONCRETE CHANNELING, CHUTES, & DOWNPIPES AND CONCRETE LININGGS FOR OPEN DRAINS ROAD SIGNS CONCRETE BLOCK PAVING FOR ROADS	A	1	1210	29/2425/ SMME PROVISION	1CE
UPGRADING OF DANIEL SCHEEPERS STREET: BOKNES TOWN	CONCRETE KERBING, CONCRETE CHANNELING, CHUTES, & DOWNPIPES AND CONCRETE LININGGS FOR OPEN DRAINS ROAD SIGNS CONCRETE BLOCK PAVING FOR ROADS	B	1	340	29/2425/ SMME PROVISION	2CE

UPGRADING OF VAN BUIE STREET : ALEXANDRIA	CONCRETE KERBING, CONCRETE CHANNELING, CHUTES, & DOWNPIPES AND CONCRETE LININGGS FOR OPEN DRAINS ROAD SIGNS CONCRETE BLOCK PAVING FOR ROADS	C	1	570	29/2425/ SMME PROVISION	2CE
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Full details are set out in the returnable document.

Only those bidders who are listed in the Ndlambe Municipality Contractor Database – Category 1 & 2 for civil works are eligible to tender for this bid. These bidders must be registered with the CIDB with an Active status or are capable of being so registered prior to the evaluation of submissions, in a contractor grading designation equal to or higher than the contractor grading designation determined in accordance with the sum tendered are eligible to submit tenders.

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

The project scope on these packages comprises the Concrete Kerbing, Concrete Channeling, Chutes and Downpipes and Concrete Linings for Open Drains, Road signs and Laying of Concrete Block Paving for Roads (**Packages A - C**).

COMPULSORY BRIEFING MEETINGS will be held as follows:

Packages	Venue	Date	Time
A to C	Civic Center, Causeway street, Port Alfred	Wednesday ,20 th August 2025	10h00

Bidders shall take note of the following BID CONDITIONS:

1. Prices must be valid for at least ninety (90) days from the closing date.
2. Prices quoted must be firm and must, where applicable, be inclusive of VAT.
3. Ndlambe Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid.
4. **Bids in respect of the Five (5) abovementioned packages will be evaluated individually, and no bidder will be awarded more than one package. Bidders may, however, submit bids in respect of more than one package in a single tender document.**
5. A SARS tax reference number and PIN must be provided. Tax status will also be verified against the Central Supplier Database (CSD).
6. Evidence of registration of company on the Central Supplier Database must be provided (CSD "MAAA" number).
7. Bidders must complete the following forms, which are included in the returnable document:
 - Declaration of Interest (**MBD4**).
 - Declaration of Bidder's Past Supply Chain Management Practices (**MBD8**).
 - Certificate of Independent Bid Determination (**MBD9**).
8. Bidders who wish to claim for preferential points for Specific Goals in terms of the Preferential Procurement Policy of Council and the Preferential Procurement Regulations, 2022, must submit a completed form **MBD 6.1** (included in the returnable document) as well as a **certified copy** of the proof of B-BBEE status level of contribution as follows:
 - In the case of an **Affidavit**, commissioned by a Commissioner of Oaths
 - In the case of a **B-BBEE Certificate**, only a "true copy" stamp and signature (.
9. A Municipal Billing Clearance Certificate which covers, if applicable, both the company and its directors, must accompany all bids (a declaration form is included in the returnable document).
10. It should be noted that the 80/20 preferential points system will be applied, 80 being for price and 20 for Specific Goals as defined in the Preferential Procurement Policy.
11. The award will be made in terms of the Municipality's Preferential Procurement and Supply Chain Management Policies.
12. In the case of a Joint Venture bidder, a memorandum of agreement indicating the level of involvement and responsibilities of each joint venture partner must be submitted. Individual partners are to comply and submit all relevant documents. Joint ventures are eligible to submit tenders provided that:
 - Every member of the joint venture is registered with the CIDB;
 - the lead partner has a contractor grading designation in the CE class of construction work, and
 - the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal or higher than a contractor grading designation

determined in accordance with the sum tendered for a CE class of construction work or a value determined in accordance with Regulations 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

13. Both parties to indicate each contribution to the project. Company 1..... % Company 2.....% and the leading company to be indicated on the agreement.
14. Documents are to be completed in full and in accordance with the conditions and bid rules contained in the bid documents.
15. Bidders are to comply with the following minimum requirements to ensure eligibility for the project, **failing which they will be deemed non-responsive:**
 - o CV of site agent with a minimum of ND Diploma in Civil Engineering and 3 years' experience in similar road related projects

To ensure that tenders are not exposed to invalidation, documents are to be completed in accordance with the conditions and bid rules contained in the bid documents.

Alternatively, the bid document may be **downloaded free of charge** from:

<https://ndlambe.gov.za/web/returnable-bid-documents/>. Bids may only be submitted on the bid documentation issued by Ndlambe Municipality.

Late submitted, unmarked, faxed, falsified, incomplete or e-mailed proposals will not be considered and will be disqualified. Completed Tender documents, supporting documents and externally endorsed documents must be placed in a sealed envelope marked "**NOTICE T29/2425/ SMME PROVISION – DISASTER RELIEF: UPGRADING OF DISASTER ROADS IN NDLAMBE WEST:** and delivered to: Municipal Offices, Supply Chain Management office, 44 Campbell Street, Port Alfred not later than 12h00 on **27 August 2025**. Tenders will be opened at the Supply Chain Management Unit at 12h05 on the same day.

N.B. ENVELOPES NOT MARKED AS INDICATED ABOVE WILL NOT BE OPENED AND SUCH BIDS WILL, AS A RESULT, BE DISQUALIFIED.

For further information, contact Mr M Zungu 063 814 1413 – mthobisi.zungu101@outlook.com

NOTICE BOARDS, NDLAMBE WEBSITE

T1.2 TENDER DATA

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex C of the Construction Industry Development Board's (CIDB) Standard for Uniformity in Engineering and Construction Works Contracts as published in Board Notice 423 of 2019 in Government Gazette No. 42622 of 08 August 2019.(Refer www.cidb.org.za)

The Standard Conditions of Tender make several references to the Tender Data which specifically applies to this tender. The Tender Data shall take precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below shall be cross-referenced to the Clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Wording (Data)
F.1.1	The employer is: COALATION TRADING
F.1.2	The tender documents issued by the employer comprise: T1: Introduction T1.1: Tender Notice and Invitation to Tender T1.2: Tender Data PART T2 : RETURNABLE DOCUMENTS T2.1: List of Returnable Documents T2.2: Returnable Schedules PART C1: AGREEMENTS AND CONTRACT DATA C1.1: Tender Form C1.2: Contract Data PART C2 : PRICING DATA C2.1: Bills of Quantities PART C3 : SCOPE OF WORKS C3.1 Project Specification PART C4 : SITE INFORMATION C4.1 Locality of Site

Clause	Wording (Data)
F.1.5	<p>The arrangements for the compulsory clarification meeting are:</p> <p>A compulsory briefing session will be held at the Civic Centre, Causeway Street, and Port Alfred on Tuesday, 20 August 2025, at 10:00. Bidders are urged to arrive timeously. The onus is on bidders to ensure that they arrive on time. No attendee(s) joining after (time) will be allowed to tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Only Certificates of Attendance of Tenderers that attended compulsory clarification meeting will be signed by the Employer or Employer’s representative.</p> <p>Tender documents will not be made available at the clarification meeting.</p>
F.1.6	No Alternative Offers will be accepted on this tender.
F.1.9	A One-envelope procedure will be followed.
F.1.11	The tender offer validity period is 90 days.
F.3.13. 1	<p>Tender offers will only be accepted on condition that:</p> <p>a) the tenderer’s tax matters have been declared by the South African Revenue Service to be in order;</p> <p>b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</p> <p>c) “In the case of a Joint Venture/Consortium; the valid tax compliance certificate must be for the Joint Venture/Consortium or individual valid tax clearance certificates for all the members of the Joint Venture/Consortium.”</p>
	<p>d) the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and</p>
	<p>e) the tenderer has not:</p> <p>i) abused the Employer’s Supply Chain Management System; or</p> <p>ii) failed to perform on any previous contract and has been given a written notice to this effect; and</p> <p>f) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially comprise the tender process.</p>

1. DURATION OF CONTRACT

All projects are to reach practical completion no later than 28 February 2026.

2. PAYMENTS

All payments will be made to the Service Provider within thirty (30) days of verification of an invoice. All invoices should be submitted every fourth night in each month. No payments will be made to the contractor if it does not adhere to the EPWP requirements.

3. SERVICE LEVEL AGREEMENT

- 3.1 A service level agreement will be entered into with the successful bidder.
- 3.2 Negotiations in respect of the service level agreement must be finalised within fourteen (14) calendar days of receipt of the letter of acceptance by the successful bidder."
- 3.3 Service level agreement entered into with the successful bidder will capture the time frames for performance applying to this contract.

4. PENALTIES

The penalty for failing to complete the works is: 5.75 cents per R100.00 of the project cost (excl.VAT) per calendar day.

5. PRICE

This Tender shall be a **Fixed Price Contract**. Contract price adjustment **shall not** be applicable to this Tender.

6. BID VALIDITY

This bid shall not be withdrawn during a period of ninety (90) days from the date on which it is to be lodged and it may be accepted at any time during that period.

7. MEETINGS

Progress meetings will be held once a month as agreed with the Employer and Technical Meetings will be on an ongoing basis as and when it is deemed necessary by the Employer.

8. PROGRAMME/PERFORMANCE

The Service provider will be required to submit a program of confirmed activities to be undertaken in the project which will form an Annexure to the Service Level Agreement within 14 days from the commencement date. The Service Provider will also be required to submit monthly progress reports to the Employer.

9. RETURNABLE DOCUMENTS

The issued documents must be returned in the form and order in which they were issued to assist the Municipality to expedite adjudication of the bids. The Ndlambe Local Municipality reserves the right to disqualify a bid in the event that the bidder does not fully comply with this provision.

10. EPWP

The contract should be in line with the EPWP program.

11. USE OF BIDDERS INFORMATION

Under the POPI Act, by submission of this bid, the bidder hereby provides consent to the municipality to utilize information and data sources available to confirm the information provided by bidders and obtain any other relevant information to ensure compliance with applicable procurement regulations. The municipality will treat the bidders' information with confidentiality and access only the information that is required for evaluation and procurement processes.

AWARD PROCESSES

Bidders are advised that any information relating to the bid award process (including the correspondence related to intentions to appoint) will only be issued by the Contractor.

12. THIS BID DOCUMENT WILL ONLY BE ACCEPTED IF IT IS COMPLETED IN BLACK NON-ERASABLE INK.

CIDB STANDARD CONDITIONS OF TENDER

(August 2019 edition)

As published in Annex C of the Construction Industry Development Board's (CIDB) Standard for Uniformity in Engineering and Construction Works Contracts as published in Board Notice 423 of 2019 in Government Gazette No. 42622 of 08 August 2019.

* Note that should there be any discrepancies between this reproduction and the original document, the contents of the original document will prevail.

F.1 GENERAL

F.1.1 Actions

F.1.1.1

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

F.1.1.2

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

Note:

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

F.1.1.3

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

F.1.3.1

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

F.1.3.2

These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

F.1.3.3

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) Incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving, or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

F.1.4 Communication and employer's agent

There is no agent for this tender.

Each communication between the employer and a tenderer shall be to or from the designated contact person as specified in the bid notice, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer.

F.1.5 Cancellation and Re-Invitation of Tenders

F.1.5.1

An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

F.1.5.2

The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

F.1.5.3

An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1

Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of T.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of T.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2

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

F.1.6.2.3

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

F.1.6.2.4

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which

a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1

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

F.1.6.3.2.2

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

F.2 TENDERER'S OBLIGATIONS

F.2.1 Eligibility

F.2.1.1

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

F.2.1.2

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

F.2.2 Cost of tendering

F.2.2

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

Accept that the Employer will not compensate the tenderer for any costs incurred in attending tender interviews in the office of the Employer or the Employer's Agent.

F.2.2.2

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

F.2.3 Check documents

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

Bidders must examine the bid documents upon receipt to ensure that all pages and drawings (if applicable) are included and are to report any missing pages or drawings.

Drawings which are illegible or indistinct, and errors or ambiguities in the Specifications, Schedule of Quantities and Drawings or any contradictions between the specifications, Schedule of Quantities and Drawings must be reported to the Contact Person as listed on the cover of this document in order to obtain rulings on such errors, ambiguities or discrepancies.

No claim for extras based on such errors, ambiguities or discrepancies will be considered after the opening of bids. Bidders having any queries relating to discrepancies in, or omissions from, the bid document shall contact the Employer immediately.

If in the case where there is any ambiguity, error or discrepancy raised or noted after the opening of bids, Ndlambe Municipality reserves the right to make the final determination or interpretation of an item(s) or clause(s) that may be deemed ambiguous, erroneous or discrepant.

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data. The arrangements for the compulsory clarification meeting are:

A compulsory briefing session will be held at the **Civic Centre, Causeway Street, Port Alfred on Friday, 08 August 2025 at 10:00**. Bidders are urged to arrive timeously. The onus is on bidders to ensure that they arrive on time. No attendee(s) joining after (time) will be allowed to tender.

Tenderers must sign the attendance list in the name of the tendering entity. Only Certificates of Attendance of Tenderers that attended compulsory clarification meeting will be signed by the Employer or Employer's representative.

Tender documents will not be made available at the clarification meeting.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least two (2) working days before the closing time stated in the tender data.

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

F.2.10.1

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

F.2.10.2

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

F.2.10.3

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

F.2.10.4

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

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. In the event of a mistake having been made on the price schedule, it shall be crossed out in non-erasable ink and be accompanied by an initial of each signatory to the Tender at each and every price alteration.”

If correction fluid, erasable ink or pencil has been used on any specific item price, such item will not be considered. Corrections in terms of price may not be made by means of correction fluid such as Tippex or similar product.

No correction fluid, erasable ink or pencil may be used in a Price Schedule where prices are calculated to arrive at a total amount. If correction fluid has been used, the tender will be classified non-responsive and not be considered.

The Employer will reject and classify the tender non-responsive if corrections are not made in accordance with the above.”

F.2.12 Alternative tender offers

No alternative offer will be considered.

F.2.13 Submitting a tender offer

F.2.13.1

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

otherwise in the tender data.

F.2.13.2

Return all returnable documents to the employer after completing them in their entirety, by writing legibly in non-erasable ink.

F.2.13.3

Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English..

F.2.13.4

Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. Only authorised signatories may sign the original and all copies of the tender offer where required in terms of F.2.13.3.

In the case of a One-Person Concern submitting a tender, this shall be clearly stated.

In case of a Company submitting a tender, include a copy of a resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company.

In the case of a Close Corporation submitting a tender, include a copy of a resolution by its members authorising a member or other official of the corporation to sign the documents on each member's behalf.

In the case of a Partnership submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such authorisation shall be included in the Tender.

In the case of a Joint Venture / Consortium submitting a tender, include a resolution of each company of the Joint Venture / Consortium together with a resolution by its members authorising a member of the Joint Venture / Consortium to sign the documents on behalf of the Joint Venture / Consortium.

Accept that failure to submit proof of authorisation to sign the tender shall result in a tender offer being regarded as non-responsive."

F.2.13.5

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

F.2.13.6

A two-envelope procedure will not be followed.

F.2.13.7

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

F.2.13.8

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

F.2.13.9

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

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

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

F.2.15 Closing time

The closing date and time as well as the specified address and location of the tender box for submission of tender offers are stated in the Tender Notice and Invitation to Tender.

Note that telephonic, telegraphic, telex, facsimile, e-mailed, posted and late tender offers will not be accepted.

F.2.15.1

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

F.2.15.2

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

F.2.16 Tender offer validity

F.2.16.1

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

F.2.16.2

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

F.2.16.3

Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the Employer or employer's agent (where applicable) written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in T.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

F.2.16.4

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

F.2.18.1

Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), 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.

The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Works together with satisfactory evidence that such staff members satisfy the eligibility requirements as required in Part C3.

F.2.18.2

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data. The tenderer is required to submit with his tender a Letter of Intent from an approved insurer undertaking to provide the Performance Guarantee / Bond to the format included under Part T2.2 of the Tender Portion

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to requests from the tenderer

F.3.1.1

Unless otherwise stated in the tender Data respond to a request for clarification received up to seven (7) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents. Working days shall be as per a normal working week, Monday to Friday between the hours of 08h00 and 17h00 and shall exclude all gazetted public holidays as well as the year-end break as defined by SAFCEC.

F.3.1.2

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

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

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working 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 collected tender documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

F.3.4.1

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

F.3.4.2

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

F.3.4.3

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

F.3.5 Two-envelope system

A two-envelope procedure will not be followed.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

F.3.8.1

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1

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

F.3.9.2

Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with T.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 either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.

Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

F.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data. Tenders will be evaluated in terms of the Ndlambe Municipality Supply Chain Management Policy as adopted in 2023.

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal

- proceedings in respect of any of the foregoing;
- e) complies with all legal requirements,
 - f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest,
 - g) a valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations and can provide proof thereof,
 - h) submits a letter of Intent from an approved insurer undertaking to provide the Performance Guarantee,
 - i) is registered with the Construction Industry Development Board in an appropriate contractor grading designation,
 - j) or any of its directors / shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector, k) has not:
 - k) abused the Employer's Supply Chain Management System, or failed to perform on any previous contract and has been given a written notice to this effect,
 - l) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are not permitted to submit tenders or participate in the contract,
 - m) is registered and in good standing with the compensation fund or with a licensed compensation insurer;
 - n) has, in terms of the Construction Regulations and the Occupational Health and Safety Act, the necessary competencies and resources to carry out the work safely,
 - o) or any of its directors, partners or principals is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;
 - p) has correctly completed and signed the Form of Offer and Acceptance,
 - q) is registered with the National Treasury Central Supplier Database (CSD) and
 - r) is registered with, or provided proof of application for registration, with the Nelson Mandela Bay Municipality's Supplier's Database.

F.3.14 Prepare contract documents

F.3.14.1

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

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

F.3.14.2

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance. The number of paper copies of the signed contract to be provided by the Employer is one.

F.3.18 Provide written reasons for actions taken

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

TENDER

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PART T2 : RETURNABLE DOCUMENTS

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1A: STATUS OF CONCERN SUBMITTING TENDER

1. General

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner or a joint venture:

(Mark the appropriate option below)

Public Company	<input type="checkbox"/>
Private Company	<input type="checkbox"/>
Closed Corporation	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Sole Proprietary	<input type="checkbox"/>
Joint Venture	<input type="checkbox"/>
Co-operative	<input type="checkbox"/>

2. Information to Be Provided (Attached to the tender)

If the Tendering Entity is a:		Documentation to be submitted with the tender
1	<u>Closed Corporation</u> , incorporated under the Close Corporation Act, 1984, Act 69 of 1984.	CIPRO CK1 or CK2 (Copies of the founding statement) and list of members.
2	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973. (Including Companies incorporated under Art 53 (b)).	Copies of: a) CIPRO CM 1 - Certificate of Incorporation b) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers c) Shareholders Certificates of all Members of the Company.
3	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, <u>shares are held by another</u> Closed Corporation or company with, or without, share capital.	Copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies.

If the Tendering Entity is a:		Documentation to be submitted with the tender
4	<u>Public Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 21).	A signed statement of the Company's Secretary confirming that the Company is a public Company. Copy of CM 29.
5	Sole Proprietary or a Partnership.	Copy of the Identity Document of: a) Such Sole Proprietary, or b) Each of the Partners in the Partnership Copy of the Partnership agreement.
6	Co-operative.	CIPRO CR 2 – Copies of Company registration document. (The percentage of work to be done by each partner must clearly be indicated on Form RDB 1 (or RDB 2 as applicable) of the tender document: MBD 6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2001).
7	Joint Venture.	All the documents (as described above) as applicable to each partner in the JV as well as a copy of the Joint Venture agreement. (The percentage of work to be done by each partner of the joint venture must clearly be indicated in the Joint Venture Agreement).

Note:

- (i) If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court, wherein trustees have been duly appointed and authorised, must be provided.
- (ii) Include a copy of the Certificate of Change of Name (CM 9) if applicable.

3. Registered for Vat Purposes in Terms of The Value-Added Tax Act, (Act No. 89 of 1991)

(Make an X in the appropriate space below)

Yes

No

REGISTRATION NO:

1B: AUTHORITY FOR SIGNATORY

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

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I,, chairperson of the board of directors of
, hereby confirm that by resolution of the
 board
 (copy attached) taken on 20..., Mr/Ms
 acting in the capacity of....., was authorized to sign all documents in connection
 with this tender and any contract resulting from it on behalf of the company.

As witnesses:

1. Chairman :

2. Date :

NAME	CAPACITY	SIGNATURE

NOTE:

NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise

Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as
..... hereby authorize Mr/Ms,
acting in the capacity ofto sign all documents in
connection with this tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE:

NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise.

Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

C. Certificate for Joint Venture or Consortia

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

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

NAME OF FIRM	ADDRESS	% OF CONTRACT VALUE	AUTHORISING SIGNATURE, NAME AND CAPACITY
(Lead Partner):			

D. Certificate for Sole Proprietor

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

trading as

As witnesses:

1. _____ Signature: Sole owner : _____
2. _____ Date : _____
- _____

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as
 hereby authorize Mr/Mrs.....,
 acting in the capacity of , to sign all documents in
 connection with this tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE:

NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise.

Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**1C: CERTIFICATE OF ATTENDANCE AT COMPULSORY CLARIFICATION MEETING AND
COMPULSORY SITE MEETING**

This is to certify that

..... (Tenderer)

of(address)

was represented by the person(s) named below at the compulsory clarification and site visit meeting held

for all tenderers at (location)

on

..... (Date), starting at

..... (Time).

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

Particulars of person(s) attending the meeting:

Name	Signature
------	-------	-----------	-------

Capacity		
----------	-------	--	--

Name	Signature
------	-------	-----------	-------

Capacity		
----------	-------	--	--

Attendance of the above persons at the meeting is confirmed by the Employer's Representative, namely:

Name	Signature
------	-------	-----------	-------

Capacity	Date & Time
----------	-------	-------------	-------

1. No bid will be accepted from persons in the service of the state¹.
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 favoritism, 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, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

.....

¹MSCM 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.

² Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

3.12 Are any of the company's directors, trustees, managers, 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:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

1E: COMPULSORY ENTERPRISE QUESTIONNAIRE

COMPANY A

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

SECTION 1: NAME OF ENTERPRISE:

.....

SECTION 2: VAT REGISTRATION NUMBER, IF ANY

.....

SECTION 3: CIDB REGISTRATION NUMBER, IF ANY:

.....

SECTION 4: PARTICULARS OF SOLE PROPRIETORS AND PARTNERS IN PARTNERSHIPS

Name*	Identity Number*	Personal Income Tax Number*

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

SECTION 5: PARTICULARS OF COMPANIES AND CLOSE CORPORATIONS

Company registration number

.....

Close corporation number Tax
reference number

SECTION 6: RECORD OF SERVICE OF THE STATE

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

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

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

Name of Sole Proprietor, Partner, Director, Manager, Principal Shareholder or Stakeholder	Name of Institution, Public Office, Board or Organ of State and Position held	Status of Service (tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary

SECTION 7: RECORD OF SPOUSES, CHILDREN AND PARENTS IN THE SERVICE OF THE STATE

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

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

*Insert separate page if necessary

Name of Spouse, Child or Parent	Name of Institution, Public Office, Board or Organ of State and Position held	Status of Service (tick appropriate column)	
		Current	Within last 12 months

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

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

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed Date

Name Position

Tenderer

COMPANY B

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

SECTION 1: NAME OF ENTERPRISE:

.....

SECTION 2: VAT REGISTRATION NUMBER, IF ANY

.....

SECTION 3: CIDB REGISTRATION NUMBER, IF ANY:

.....

SECTION 4: PARTICULARS OF SOLE PROPRIETORS AND PARTNERS IN PARTNERSHIPS

Name*	Identity Number*	Personal Income Tax Number*

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

SECTION 5: PARTICULARS OF COMPANIES AND CLOSE CORPORATIONS

Company registration number

.....

Close corporation number Tax reference number

SECTION 6: RECORD OF SERVICE OF THE STATE

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

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

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

Name of Sole Proprietor, Partner, Director, Manager, Principal Shareholder or Stakeholder	Name of Institution, Public Office, Board or Organ of State and Position held	Status of Service (tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary

SECTION 7: RECORD OF SPOUSES, CHILDREN AND PARENTS IN THE SERVICE OF THE STATE

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

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

*Insert separate page if necessary

Name of Spouse, Child or Parent	Name of Institution, Public Office, Board or Organ of State and Position held	Status of Service (tick appropriate column)	
		Current	Within last 12 months

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

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

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed Date

Name Position

Tenderer

1F: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This form serves as a declaration to be used by the Employer 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.
2. The tender of any Tenderer may be rejected if that Tenderer, or any of its directors have:
 - a) abused the Municipality's / Municipal entity's supply chain management system or been guilty of 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, 2004 (Act 12 of 2004).
3. In order to give effect to the above, this form and the questionnaire must be completed in full and signed. Failure to comply will result in the tender being declared non-responsive.

ITEM	QUESTION	RESPONSE	
4.1	<p>Is the Tenderer or any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector?</p> <p>(Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)</p>	Yes	No
	<p>If so, furnish particulars:</p>		
4.2	<p>Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)?</p> <p>(To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445)</p>	Yes	No

ITEM	QUESTION	RESPONSE	
	If so, furnish particulars:		
4.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
	If so, furnish particulars:		
4.4	Was any contract between the Tenderer and the Municipality / Municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
	If so, furnish particulars:		
4.5	Does the tenderer 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	No
	If so, furnish particulars:		

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Tenderer

1G: DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

In terms of regulation 5.1(k) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 07 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfillment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

- I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

(Tick)

YES	
NO	

- Indicate which approach shall be employed to achieve compliance with the Regulations.

(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - Specify:	
.....	
.....	
.....	
.....	
.....	
.....	

- Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

.....

.....

.....

.....

4. Provide details of proposed training (if any) that will be undergone:

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

5. List potential key risks identified and measures for addressing risks:

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

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Bill of Quantities) for all resources, actions, training and any other costs required for the due fulfillment of the Regulations for the duration of the construction and defects repair period

(Tick)

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

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1.

ID NO:

(Name in Print):

2.

ID NO:

(Name in Print):

1H: VALID TAX CLEARANCE CERTIFICATE

In terms of Clause 43 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of taxes. It is a condition of bid that the taxes of the successful tender must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the tender’s tax obligations.

The tenderer must attach to this page a Valid Tax Compliance Certificate(s).

1. In order to meet this requirement tenders are required to complete in full the form TCC 001: “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign tenders / individuals who wish to submit bids.
2. SARS will then furnish the tender with a Tax Compliance Certificate.
3. The Tax Compliance Certificate must be submitted together with the bid
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Certificate.
5. Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website www.sars.gov.za
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za
7. In the case of a joint venture between two or more firms, the tenderer shall attach the TCC for each of the joint venture partners.
8. No award will be made to a Tenderer that is not Tax Compliant with SARS or that has not made suitable arrangements with SARS relating to their tax matters.
9. Tenderers will be provided 7 days to ensure Tax Compliance with SARS, failure to do so will result in the tender being deemed non-responsive.
10. Alternatively, the tenderer must submit a valid Tax Compliance Status PIN to allow Supply Chain Management to verify the real-time compliance status.

Tax Compliance Status PIN
---------------------------	-------

Signed:

Date:

Name:

Position:

Tenderer:

.....

- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

¹ 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.

**1L: PROOF OF REGISTRATION WITH THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE
(CSD)**

All businesses and suppliers wishing to conduct business with the Ndlambe Municipality must register on the National Treasury Central Supplier Database.

The database is administered by National Treasury and the tenderers must attach to this page a copy of their confirmation of registration on the Central Supplier Database.

Available: www.csd.gov.za

National Treasury CSD registration number	MAAA.....
---	-----------

2A: FORM MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

B-BBEE Status Level of Contributor	Number of Points
1	10
2	5
Non-compliant Contributor	0

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated **in table 1 below**:

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

Note to tenderers: The tenderer to indicate how they claim points for each preference point system. This verified

The specific goals allocated points in terms of this tender	Points allocation	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Required proof for specific goals claimed
B-BBEE status contributor – Level 1	10	10		B-BBEE certificate confirming B-BBEE level status contribution as per invitation notice
B-BBEE status contributor – Level 2	5	5		B-BBEE certificate confirming B-BBEE level status contribution as per invitation notice
Enterprise located within the Ndlambe municipal jurisdiction	10	10		Detailed CSD registration report demonstrating preferred supplier address information together with municipal statement of account or lease agreement or billing clearance certificate
TOTAL POINTS	20	20		

Evidence required to claim locality points: –

- A recent Ndlambe Municipality Billing Clearance Certificate indicating that the bidder's property details in the Ndlambe jurisdiction is not in arrears for more than three months, is to be attached , or
- Lease agreement with a Ndlambe Municipality address, or
- A statement of account with a Ndlambe Municipality address

Where a lease agreement or statement of account has been provided, it subject to the address of the bidder being the same as that on their company registration documents, Central Supplier Database preferred address and have not changed for a period of one year.

Failure to adhere to the above will result in the allocation of zero points for the locality.

5. SUB-CONTRACTING

5.1 Will any portion of the contract be sub-contracted?

Yes	
No	

5.1.1 If yes, indicate:

what percentage of the contract will be subcontracted?		
the name of the sub-contractor		
the B-BBEE status level of the sub-contractor		
whether the sub-contractor is an EME	yes	no

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm.....

6.2 Company registration number:

6.3 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favorable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

3B: MUNICIPAL RATES CLEARANCE CERTIFICATE

In terms of Clause 38 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of municipal accounts.

The tenderer is referred to the added Clause F2.29 of the Conditions of tender: Accept that no contract will be awarded to a tenderer who is in arrears (or who fails to make suitable arrangements to settle the arrears) in respect of municipal rates and other charges due to any municipality.

The tenderer shall attach to this page, a Municipal Accounts Tender Clearance Certificate, which provides proof that his payment of Municipal accounts is up-to-date.

Should the tenderer not be based in the Ndlambe Municipality, they must submit a Rates Clearance Certificate issued by the municipality in which they are based.

Ndlambe Municipality will accept a lease agreement in the name of the tendering entity or a municipal statement of account not older than three months in the names of all the directors of the tendering entity.

3C: PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

Tenderers must attach to this page, a recent printout of proof from the CIDB website verifying their valid CIDB registration. (In the case of Joint Ventures, proof must be provided for each partner).

3D: SCHEDULE OF CONTRACTS AWARDED TO TENDERER BY ORGANS OF STATE

Organs of State include any Local, Provincial or National Authority

In terms of Clause 21(d)(iii) of the Supply Chain Management Policy, the tenderer shall list hereunder, particulars of contracts awarded to him by any Organ of State, during the past 5 years. Any material non-compliance or dispute concerning the execution of any of these contracts must be mentioned:

Include only those contracts where the tenderer identified in the signature block below was directly contracted by the Employer. Tenderers must not include services provided in terms of a sub-contract agreement. Where contracts were awarded in the name of a joint venture and the tenderer formed part of that joint venture, indicate in the column entitled "Title of the contract for the service" that the contract was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tenderer.

<i>organ of state</i>	<i>title of contract for the service</i>	<i>value of work (in Rands, inclusive of VAT)</i>	<i>date completed (state current if not yet completed)</i>

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Tenderer

4A: PRELIMINARY PROGRAMME OF WORKS

Attach as part of your tender submission a Preliminary Programme of Works.

4E: SCHEDULE OF CONSTRUCTION EQUIPMENT

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

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

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

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

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer.....

4F: PERSONNEL SCHEDULE

Tenderer to insert number of personnel he proposes employing on this contract:

Job Description	Permanent Staff	Staff from Micro Enterprise(ME) (SMME)
Site Agents		
OHS Officer		
Quantity Surveyor		
Foremen		
Paver		
* Other		
* Other		

* To be filled in by Tenderer. **The CV's of the Contracts Manager, Site Agent and Foreman must be attached, in which they highlight their previous experience with regards to executing similar projects, as well as making use of Micro Enterprises (SMME's).**

Signed.....Date.....

Name.....Position

Tenderer.....

4F-4: PERSONNEL PROJECT ORGANOGRAM

It is a requirement of this tender that the Bidder must submit a staff organogram for the staff nominated for this tender.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed.....Date.....

Name.....Position

Tenderer.....

5A: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Tenderer

ADDENDUM A: RESOLUTION OF AUTHORITY TO SIGN DOCUMENTS.

RESOLUTION OF AUTHORITY TO SIGN DOCUMENTS

I/We)*, the undersigned, am/are* duly authorized to sign the Tender Form for this contract on behalf of in accordance with a directors' resolution taken on(date) by the directors of (company name) registered with the registrar of companies under

Number.....

SIGNATURE:.....

Name and surname printed:

CAPACITY:

DATE:

Schedule 1A

SCHEDULE 1A: MUNICIPAL BILLING CERTIFICATE

The Tenderer must attach to this page a Municipal Billing Certificate of the company and Directors.

SCHEDULE 1B

SCHEDULE 1B: JOINT VENTURE AGREEMENT, IF APPLICABLE

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

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation
A. Certificate for Company				
<p>I,, chairperson of the board of directors of</p> <p>hereby confirm that by resolution of the board (copy attached) taken on 20..., Mr/Ms acting in the capacity of, was authorized to sign all documents in connection with this tender for contract and any contract resulting from it on behalf of the company.</p>				
As witnesses :				
1.			Chairman:	
2.			Date:	
Tenderers must attach a copy of the Resolution of the Board - refer Schedule2 B.				
B. Certificate for Partnership				
<p>We, the undersigned, being the key partners in the business trading as</p> <p>hereby authorize Mr/Ms,</p> <p>acting in the capacity ofto sign all documents in connection with the tender for Contract and any contract resulting from it on our behalf.</p>				

	NAME	ADDRESS	SIGNATURE	DATE

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

C. Certificate for Joint Venture

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

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

	NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
	Lead partner		

D. Certificate for Sole Proprietor

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

As witnesses:

1.		Signature :	
		Sole owner :	
2.		Date :	

E. Certificate for Close Corporation

	<p>We, the undersigned, being the key members in the business trading as hereby authorize Mr/Msacting in the capacity of, to sign all documents in connection with the tender for Contract and any contract resulting from it on our behalf.</p>
--	---

	NAME	ADDRESS	SIGNATURE	DATE

	<p>NOTE: This certificate is to be completed and <u>signed</u> by all of the key-partners upon who rests the direction of the affairs of the Partnership as a whole.</p>
--	---

PART C1 : AGREEMENT AND CONTRACT DATA

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C1.1: TENDER OFFER

CONTRACT: UPGRADE OF ROADS– PACKAGE A To: NDLAMBE MUNICIPALITY

Having examined the tender documentation and the requirements as set out in the document and it's addendums, I/We offer to complete the assignment for the Upgrade of roads. I/We understand the price shall be firm during entire tenure of the contract for the sum of

The Offered Total of the Prices inclusive of Value-Added Tax is:

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

I/we undertake to complete the Upgrading of roads comprised in the Contract within 3 months from the date on which I/we have been given the order to proceed.

I/we further undertake that should I/we withdraw my/our tender after I/We have been indicated as the success full tenderer, I/we agree to pay the Municipality the expenses that will occur in calling for fresh tenders.

Signed on this.....day of2025, at

SIGNATURE OF AUTHORISED PERSON:

..... **On behalf of**
(Company).....
.....
.....

WITNESS 1:

WITNESS 2:

C1.1: TENDER OFFER

CONTRACT: UPGRADE OF ROADS –PACKAGE B To NDLAMBE MUNICIPALITY

Having examined the tender documentation and the requirements as set out in the document and it's addendums, I/We offer to complete the assignment for the Upgrade of roads. I/We understand the price shall be firm during entire tenure of the contract for the sum of

The Offered Total of the Prices inclusive of Value-Added Tax is:

.....

.....

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

I/we undertake to complete the Upgrading of roads comprised in the Contract within 2 months from the date on which I/we have been given the order to proceed.

I/we further undertake that should I/we withdraw my/our tender after I/We have been indicated as the success full tenderer, I/we agree to pay the Municipality the expenses that will occur in calling for fresh tenders.

Signed on this.....day of2025, at

SIGNATURE OF AUTHORISED PERSON:

.....

On behalf of

(Company).....

.....

.....

WITNESS 1:

WITNESS 2:

C1.1: TENDER OFFER

CONTRACT: UPGRADE OF ROADS – PACKAGE C To NDLAMBE MUNICIPALITY

Having examined the tender documentation and the requirements as set out in the document and it's addendums, I/We offer to complete the assignment for the Upgrade of roads. I/We understand the price shall be firm during entire tenure of the contract for the sum of

The Offered Total of the Prices inclusive of Value-Added Tax is:

.....

.....

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

I/we undertake to complete the Upgrading of roads comprised in the Contract within 2 months from the date on which I/we have been given the order to proceed.

I/we further undertake that should I/we withdraw my/our tender after I/We have been indicated as the success full tenderer, I/we agree to pay the Municipality the expenses that will occur in calling for fresh tenders.

Signed on this.....day of2025, at

SIGNATURE OF AUTHORISED PERSON:

.....

On behalf of

(Company).....

.....

.....

WITNESS 1:

WITNESS 2:

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, Third Edition, 2015, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za.

PART C2: PRICING DATA

Package A

SECTION	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
COTO	<u>SECTION 2300</u>				
23.00	<u>CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS - HERTZOG</u>				
B23.01	Concrete kerbing				
	(b) Precast concrete kerbing				
	(i) Radius exceeding 4m up to 20 m (Fig 8)	m	440		
	(i) Radius exceeding 4m up to 20 m (Fig 14)	m	220		
23.05	Inlet, outlet, transition and similar structures				
	1m long transition piece	m	16		
23.07	Trimming of excavations for concrete-lined open drains				
	a) In soft material	m ²	6		
TOTAL OF SECTION 2300 CARRIED FORWARD TO SUMMARY					
COTO	<u>SECTION 5600</u>				
56.00	<u>ROAD SIGNS - HERTZOG</u>				
56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or Class I retro-reflective material, where the sign board is constructed from:				
	(a) Prepainted galvanized steel plate (chromadek or approved equivalent)				
	(i) Area not exceeding 2m ²	m ²	4.0		
56.02	Road sign supports (overhead road sign structures excluded):				
	(a) Timber 100-125 dia, type CCA treated timber.	m	5.7		
56.03	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m ³	0.5		
56.04	Extra over item 56.03 for cement-treated soil backfill	m ³	0.5		
56.05	Extra over item 56.03 for rock excavation	m ³	0.5		
56.06	Provision and erection of dangerplates at culverts/structures	No	1.0		
56.07	In situ concrete to footings class 20/19 to footings for signs	m ³	2.0		
TOTAL OF SECTION 5600 CARRIED FORWARD TO SUMMARY					
COTO	<u>SECTION 7300</u>				
73.00	<u>CONCRETE BLOCK PAVING FOR ROADS - HERTZOG</u>				
73.01	Concrete block paving				
	(a) 80mm Class 35, Type SA, grey coloured interlocking precast concrete segmental pavers laid in 450 herringbone pattern	m ²	1210		
	b) 20mm thick sand bedding	m ²	1210		
TOTAL OF SECTIONS CARRIED FORWARD TO SUMMARY					

CONDITIONS OF CONTRACT

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PART C2: PRICING DATA

Package B

SECTION	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
COTO	<u>SECTION 2300</u>				
23.00	<u>CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS - DANIEL SCHEEPERS</u>				
B23.01	Concrete kerbing				
	(b) Precast concrete kerbing				
	(i) Radius exceeding 4m up to 20 m (Fig 8)	m	770		
	(i) Radius exceeding 4m up to 20 m (Fig 14)	m	385		
23.05	Inlet, outlet, transition and similar structures				
	1m long transition piece	m	16		
23.07	Trimming of excavations for concrete-lined open drains				
	a) In soft material	m ²	6		
TOTAL OF SECTION 2300 CARRIED FORWARD TO SUMMARY					
COTO	<u>SECTION 5600</u>				
56.00	<u>ROAD SIGNS - DANIEL SCHEEPERS</u>				
56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or Class I retro-reflective material, where the sign board is constructed from:				
	(a) Prepainted galvanized steel plate (chromadek or approved equivalent)				
	(i) Area not exceeding 2m ²	m ²	4.0		
56.02	Road sign supports (overhead road sign structures excluded):				
	(a) Timber 100-125 dia, type CCA treated timber.	m	5.7		
56.03	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m ³	0.5		
56.04	Extra over item 56.03 for cement-treated soil backfill	m ³	0.5		
56.05	Extra over item 56.03 for rock excavation	m ³	0.5		
56.06	Provision and erection of dangerplates at culverts/structures	No	1.0		
56.07	In situ concrete to footings class 20/19 to footings for signs	m ³	2.0		
TOTAL OF SECTION 5600 CARRIED FORWARD TO SUMMARY					
COTO	<u>SECTION 7300</u>				
73.00	<u>CONCRETE BLOCK PAVING FOR ROADS - DANIEL SCHEEPERS</u>				
73.01	Concrete block paving				
	(a) 80mm Class 35, Type SA, grey coloured interlocking precast concrete segmental pavers laid in 450 herringbone pattern	m ²	2310		
	b) 20mm thick sand bedding	m ²	2310		
TOTAL OF SECTIONS CARRIED FORWARD TO SUMMARY					

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, Third Edition, 2015, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za.

PART C2: PRICING DATA

Package C

SECTION	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
COTO	<u>SECTION 2300</u>				
23.00	<u>CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS - BUIITE</u>				
B23.01	Concrete kerbing				
	(b) Precast concrete kerbing				
	(i) Radius exceeding 4m up to 20 m (Fig 3)	m	370		
	(i) Radius exceeding 4m up to 20 m (Fig 8)	m	370		
	(i) Radius exceeding 4m up to 20 m (Fig 14)	m	370		
23.05	Inlet, outlet, transition and similar structures				
	1m long transition piece	m	8		
23.07	Trimming of excavations for concrete-lined open drains				
	a) In soft material	m ²	6		
TOTAL OF SECTION 2300 CARRIED FORWARD TO SUMMARY					
COTO	<u>SECTION 5600</u>				
56.00	<u>ROAD SIGNS - BUIITE</u>				
56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borderes in semi-matt black or Class I retro-reflective material, where the sign board is constructed from:				
	(a) Prepainted galvanized steel plate (chromadek or approved equivalent)				
	(i) Area not exceeding 2m ²	m ²	4.0		
56.02	Road sign supports (overhead road sign structures excluded):				
	(a) Timber 100-125 dia, type CCA treated timber.	m	5.7		
56.03	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m ³	0.5		
56.04	Extra over item 56.03 for cement-treated soil backfill	m ³	0.5		
56.05	Extra over item 56.03 for rock excavation	m ³	0.5		
56.06	Provision and erection of dangerplates at culverts/structures	No	1.0		
56.07	In situ concrete to footings class 20/19 to footings for signs	m ³	2.0		
TOTAL OF SECTION 5600 CARRIED FORWARD TO SUMMARY					
COTO	<u>SECTION 7300</u>				
73.00	<u>CONCRETE BLOCK PAVING FOR ROADS - BUIITE</u>				
73.01	Concrete block paving				
	(a) 80mm Class 35, Type SA, grey coloured interlocking precast concrete segmental pavers laid in 450 herringbone pattern	m ²	2437		
	b) 20mm thick sand bedding	m ²	2437		
TOTAL OF SECTIONS CARRIED FORWARD TO SUMMARY					