

**PORTFOLIO OF  
EVIDENCE  
2014/15**

**EDEN PARK  
WEST**

**PORTFOLIO OF EVIDENCE FOR: EDENPARK EXT1**  
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# LIST OF APPROVED BUILDING PLANS

**EDEN PARK WEST & EXT.1**

No.	Erf Number	APPROVED ON HSS	Building Plan approved submitted to EMM	ID No.	Beneficiary Surname	Beneficiary Name
			389			
147	147	139	Approved	1	7401056512083	FANDRECK RICH
151	151	139	Approved	1	8404090830060	MANOINA NAMIHLA AKHONA
156	156	139	Approved	1	8007260844086	SINDELA NOKUZOLA
157	157	139	Approved	1	6803056564082	MDLEKEZA MZIKAYISE
158	158	139	Approved	1	5904120358068	RAMABIELA SEDINA
161	161	139	Approved	1	7104055819083	OOTYIWE VUYANI
162	162	139	Approved	1	7002210758067	SAMELA NOKUTHAZILE PATIENCE
164	164	139	Approved	1	8405095800089	JEBESE MFOUMANKO
169	169	139	Approved	1	75803155932082	GOABE MGCINENI
169	169	139	Approved	1	7009045956087	NGGILWE REUBEN
172	172	139	Approved	1	5802155927084	IRAWUSTI XONGISIZWE JOHANNES
173	173	139	Approved	1	8606046380083	XASHUMBE NCEBA JAYSON
174	174	139	Approved	1	620408047083	XASHUMBE ONGA OGWANA
179	179	139	Approved	1	8101076249063	TYESILE VUYANI
180	180	139	Approved	1	5804220885087	RANGANA NGOMFONZI GRACE
195	195	139	Approved	1	816912126055086	SAMELA BALTI EMBANI
196	196	139	Approved	1	7112030819087	MEXAKA SIKHONATHE
200	200	139	Approved	1	77003078107082	MSONI JOSEPH
201	201	139	Approved	1	8210091017082	LIZAKA NOMAFOLON
203	203	139	Approved	1	7708106985089	MZIBUSI MNTOMALI
204	204	139	Approved	1	5710235976080	MIGONYI MASOKE THANDI KOLO
230	230	139	Approved	1	7613020593085	SIKHONATHE DEEMBAK
238	238	139	Approved	1	76208710937004	MERITIANI BENNYWEIHEGORAI
239	239	139	Approved	1	7708265908082	ZONGWANA DZANZA
244	244	139	Approved	1	7502145899083	ZODWANA TIGANISANI ADWORTI
246	246	139	Approved	1	8309016431069	SAMELA ZENDE
248	248	139	Approved	1	8610156120089	MASABANI MASOKE HOVEY
249	249	139	Approved	1	5004060753081	SIKITHI MARYANNY
252	252	139	Approved	1	7502027422086	MUDIMOTI GAVENSAMUEL
254	254	139	Approved	1	670525572081	MUTHILOK ALVIN HAVHEMMANUEL
255	255	139	Approved	1	8104200622084	MSUTWANA NONKISILELO
256	256	139	Approved	1	6806201123084	LABZA AMANDA PIRGE
259	259	139	Approved	1	8013231014084	SAKONYI NOZIBELE MITI
280	280	139	Approved	1	5412169923089	BASANA SECELO FARRINGTON
282	282	139	Approved	1	8003031364082	BASANA NOLUNSWA
287	287	139	Approved	1	7502195762081	YOFELO MASOMELELE
356	356	139	Approved	1	6603240560081	SHSHADIZA BABY VUYISWA
357	357	139	Approved	1	591045870089	MANENISA JULIUS MITATSI
358	358	139	Approved	1	7907265596089	MAGENGENENE VUYISILE
359	359	139	Approved	1	6301490810081	VAYO NOSAKHELE
361	361	139	Approved	1	7406031267083	LIMBA PHILISWE
365	365	139	Approved	1	6703250908087	MQUQWANA NOTSUKUMETSE MARIA
366	366	139	Approved	1	7604100844085	MDOBANA ZINILE BEAUTY
367	367	139	Approved	1	5706070998080	SIBEKO MARY
368	368	139	Approved	1	5812016151089	MAGALELA MZOZOLO
369	369	139	Approved	1	7012251511083	MBOVENI MATLAKALA CHRISTINE
	2 EXT.1	140	Approved	1	8106235742084	PANYNE MOKETE PIET
	5 EXT.1	140	Approved	1	6410015010081	NOOSI TOHLANE PAULOS
	6 EXT.1	140	Approved	1	8412040457086	MOKOENA OCTAVIA

# SPREAD SHEET SUMMARY

EDEN PARK X 1

DATE

BATCH	1		Number of plans	25	
ERF	Portion	EMM signed	Bigen received back	Submitted to building control	Receipt nr
4	140	[Handwritten signature and date: 12/04/2015]	[Handwritten signature and date: 17/6/15]		
15	140				
19	140				
30	140				
32	140				
34	140				
42	140				
40	140				
341	140				
343	140				
454	140				
450	140				
449	140				
443	140				
442	140				
441	140				
410	140				
399	140				
347	140				
337	140				
327	140				
314	140				
307	140				
297	140				
286	140				

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EDEN PARK X 1

BATCH		Number of plans			
2		25			
DATE					
ERF	Portion	EMM signed	Bigen received back	Submitted to building control	Receipt nr
✓ 280	140				
272	140				
266	140				
243	140				
230	140				
189	140				
452	140				
448	140				
403	140				
402	140				
401	140				
223	140				
176	140				
119	140				
44	140				
56	140				
59	140				
61	140				
78	140				
81	140				
85	140				
107	140				
38	140				
23	140				
39	140				
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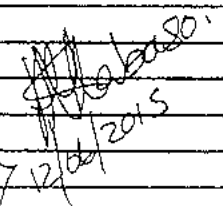
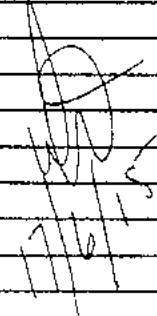
BATCH 2

Handwritten notes in the table:

- 12/06/15
- 17/6/15

EDEN PARK WEST

BATCH		3		Number of plans		25	
DATE							
ERF	Portion	EMM signed	Bigen received back	Submitted to building control	Receipt nr		
242	139						
250	139						
269	139						
262	139						
277	139						
281	139						
381	139						
363	139						
360	139						
355	139						
335	139						
334	139						
324	139						
320	139						
319	139						
311	139						
306	139						
298	139						
292	139						
288	139						
296	139						
300	139						
323	139						
331	139						
362	139						

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EDEN PARK WEST

BATCH 4 Number of plans 25

DATE					
ERF	Portion	EMM signed	Bigen received back	Submitted to building control	Receipt nr
274	139	[Handwritten signature and date 12/06/2015]	[Handwritten signature and date 17/6/15]		
247	139				
236	139				
232	139				
231	139				
190	139				
178	139				
177	139				
159	139				
136	139				
133	139				
145	139				
118	139				
148	139				
51	139				
54	139				
33	139				
32	139				
20	139				
40	139				
14	139				
10	139				
1	139				
13	139				
16	139				

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EDEN PARK WEST					
BATCH		5	Number of plans		25
DATE					
ERF	Portion	EMM signed	Bigen received back	Submitted to building control	Receipt nr
39	139				
192	139				
189	139				
186	139				
184	139				
171	139				
99	139				
91	139				
89	139				
74	139				
128	139				
100	139				
97	139				
69	139				
68	139				
389	139				
386	139				
383	139				
41	139				
12	139				
34	139				
15	139				
382	139				
384	139				
387	139				

*Handwritten notes:*  
 12/06/2015  
 17/06/15

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EDEN PARK ex 1					
BATCH 6		Number of plans 25			
DATE					
ERF	Portion	EMM signed	Bigen received back	Submitted to building control	Receipt nr
237	140	[Handwritten signature and date 08/06/15]	[Handwritten signature and date 17/6/15]		
✓ 238	140				
13	140				
220	140				
10	140				
11	140				
12	140				
3	140				
457	140				
263	140				
✓ 248	140				
✓ 249	140				
247	140				
245	140				
✓ 246	140				
✓ 244	140				
✓ 200	140				
199	140				
198	140				
196	140				
197	140				
193	140				
185	140				
194	140				
195	140				

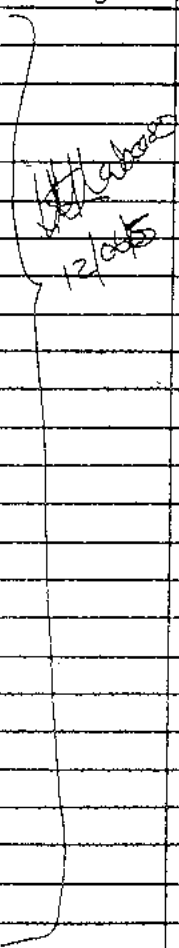
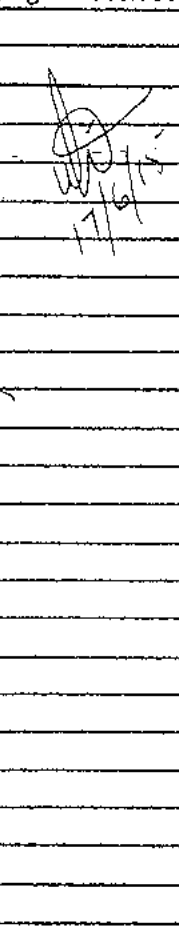
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EDEN PARK WEST					
BATCH		7		Number of plans	
				25	
DATE					
ERF	Portion	EMM signed	Bigen received back	Submitted to building control	Receipt nr
165	139				
167	139				
175	139				
31	139				
-166	139				
50	139				
307	139				
199	139				
312	139				
308	139				
318	139				
327	139				
330	139				
75	139				
81	139				
299	139				
198	139				
219	139				
197	139				
228	139				
205	139				
263	139				
206	139				
227	139				
209	139				

Handwritten notes in the table:

- Next to ERF 199: *12/05/16*
- Next to ERF 318: *17/6/15*
- Next to ERF 330: *17/6/15*

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EDEN PARK WEST					
BATCH		8	Number of plans		25
DATE					
ERF	Portlon	EMM signed	Bigen received back	Submitted to building control	Receipt nr
215	139				
218	139				
372	139				
364	139				
338	139				
80	139				
289	139				
73	139				
313	139				
27	139				
396	139				
393	139				
48	139				
163	139				
185	139				
181	139				
182	139				
352	139				
342	139				
392	139				
260	139				
271	139				
257	139				
272	139				
278	139				

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EDEN PARK WEST

BATCH		Number of plans			
9		25			
DATE	Portion	EMM signed	Bigen received back	Submitted to bulding control	Receipt nr
122	139	[Handwritten signature and date 12/06/15]	[Handwritten signature and date 17/6/15]		
121	139				
279	139				
253	139				
285	139				
245	139				
240	139				
120	139				
119	139				
102	139				
105	139				
106	139				
110	139				
103	139				
126	139				
129	139				
125	139				
112	139				
130	139				
132	139				
141	139				
139	139				
152	139				
146	139				
144	139				

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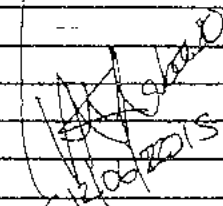
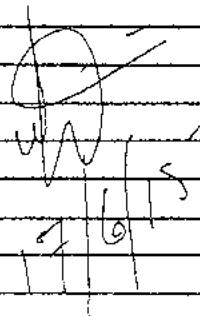


EDEN PARK x 1							
BATCH		10		Number of plans		25	
DATE							
ERF	Portion	EMM signed	Bigen received back	Submitted to building control	Receipt nr		
407	140						
420	140						
423	140						
417	140						
404	140						
425	140						
424	140						
25	140						
73	140						
63	140						
57	140						
49	140						
46	140						
225	140						
427	140						
393	140						
41	140						
353	140						
76	140						
262	140						
261	140						
408	140						
20	140						
426	140						
236	140						

~~12/06/15~~  
 12/06/15  
~~17/6/15~~  
 17/6/15

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EDEN PARK x 1

BATCH		Number of plans			
11		25			
DATE					
ERF	Portion	EMM signed	Bigen received back	Submitted to building control	Receipt nr
258	140				
253	140				
260	140				
225	140				
45	140				
355	140				
47	140				
48	140				
50	140				
53	140				
58	140				
60	140				
62	140				
65	140				
72	140				
29	140				
397	140				
392	140				
396	140				
395	140				
389	140				
388	140				
390	140				
391	140				
394	140				

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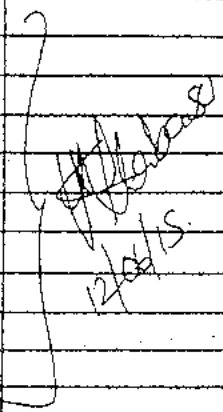
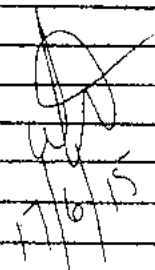


EDEN PARK x 1

BATCH 12		Number of plans 37			
DATE					
ERF	Portion	EMM signed	Bigen received back	Submitted to building control	Receipt nr
259	140				
257	140				
339	140				
338	140				
358	140				
302	140				
299	140				
357	140				
289	140				
290	140				
291	140				
292	140				
367	140				
368	140				
370	140				
362	140				
359	140				
361	140				
360	140				
363	140				
364	140				
366	140				
372	140				
371	140				
373	140				
376	140				
375	140				
374	140				

P.T.O



378	140					
377	140					
380	140					
382	140					
379	140					
EDEN PARK WEST						
140	139					
155	139					
154	139					
153	139					

THIS DOCUMENT MUST ACCOMPANY THE BATCH UNTIL APPROVAL  
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**APPROVED BUILDING PLANS**

**APPROVED BUILDING PLANS**

# LIST OF HOUSES COMPLETED

EDEN PARK WEST & EXT. 1

No.	Erf Number		APPROVED ON HSS	ID No.	Beneficiary Surname	Beneficiary Name	House Complete
							49
147	147	139	Approved	7401056512083	FANDRECK	RICH	1
151	151	139	Approved	8404090830080	MANQINA	NAMHLA AKHONA	1
156	156	139	Approved	8007260844086	SINDELA	NOKUZOLA	1
157	157	139	Approved	6803056584082	MDLEKEZA	MZIKAYISE	1
158	158	139	Approved	5904120356088	RAMADIELA	SELINA	1
161	161	139	Approved	7104055819083	QOTYWE	VUYANI	1
162	162	139	Approved	7002210798087	SAMELA	NOKHUTHAZILE PATIENCE	1
164	164	139	Approved	8405095860089	JEBESE	MFUMANEKO	1
168	168	139	Approved	5803155932082	GQABE	MGCINENI	1
169	169	139	Approved	7009045856087	NGCUWE	REUBEN	1
172	172	139	Approved	5802155927084	MRAWUSI	JONGISIZWE JOHANNES	1
173	173	139	Approved	8606046398083	XASHUMBE	NCEBA JAYSON	1
174	174	139	Approved	6204080917083	XASHUMBE	OLGA CECWANA	1
179	179	139	Approved	8101076249083	TYESI	VUYANI	1
180	180	139	Approved	5804220885081	RANGANA	NOMTHUNZI GRACE	1
195	195	139	Approved	6912126055086	SAMELA	DALITHEMBA	1
196	196	139	Approved	7112035819081	MBAXA	SIKHONATHI	1
200	200	139	Approved	7003076107082	MSOMI	JOSEPH	1
201	201	139	Approved	8210091117082	LIZA	NOMAMELO	1
203	203	139	Approved	6811085885089	MZIMASI	MNTUMHLE	1
204	204	139	Approved	8110235976080	MGOQI	MASIKOLE THANDUXOLO	1
230	230	139	Approved	7603020589085	SKEYI	THEMBISA	1
238	238	139	Approved	8208110937084	MBATHANI	LINDWE THEODORAH	1
239	239	139	Approved	7708265808080	ZONGWANA	LUYANDA	1
244	244	139	Approved	7502145889083	JODWANA	THAMSANQA ADVOCATE	1
246	246	139	Approved	8309016431089	SAMELA	ZUKILE	1
248	248	139	Approved	8610156120089	MAGALELA	MASIKOLE LOVEY	1
249	249	139	Approved	5004060753081	SIKITI	MARRY-ANN	1
252	252	139	Approved	7502027422086	MADUMO	GIVEN SAMUEL	1
254	254	139	Approved	6705255732081	MUTHELO	ALLUVHAVHI EMMANUEL	1
255	255	139	Approved	8104200622084	MSUTWANA	NONTSIKELELO	1
256	256	139	Approved	6806201123084	LABIZA	AMANDA PINKIE	1
259	259	139	Approved	8011231014084	SAKWE	NOZIBELE	1
280	280	139	Approved	5412165823089	BASANA	SECELO FARRINGTON	1
282	282	139	Approved	8003031364082	BASANA	NCUMISWA	1
287	287	139	Approved	7502195762081	YOLELO	MASOMELELE	1
356	356	139	Approved	6603240560081	SITSHALUZA	BABY VUYISWA	1
357	357	139	Approved	5911045870089	MANENTSA	JULIUS MTATISI	1
358	358	139	Approved	7907265596089	MAGENGENENE	VUYISILE	1
359	359	139	Approved	6301190810081	VAYO	NOSAKHELE	1
361	361	139	Approved	7406031267083	LIMBA	PHILISWE	1
365	365	139	Approved	6703250908087	MQUQWANA	NOTSUKUMETSE MARIA	1
366	366	139	Approved	7604100844085	MDOODANA	ZINTLE BEAUTY	1
367	367	139	Approved	5706070998080	SIBEKO	MARY	1
368	368	139	Approved	5812016151089	MAGALELA	MZOXOLO	1
369	369	139	Approved	7012251511083	MBOWENI	MATLAKALA CHRISTINE	1
	2 EXT 1	140	Approved	8106235742084	PANYNE	MOKETE PIET	1
	5 EXT 1	140	Approved	6410015910081	NOOSI	TOHLANE PAULO	1
	6 EXT 1	140	Approved	8412040457086	MOKOENA	OCTAVIA	1

**BENEFICIARY**

### EDEN PARK WEST & EXT.1

No.	Erf Number	Date	APPROVED ON HSS	ID No.	Beneficiary Surname	Beneficiary Name	
1	1	139	2013/11/28	Approved	6101040992083	MALEBU	MALERATO AUGUSTINA
2	2	139	2014/05/15	Approved	8005205787089	SERAGE	FANNY ROOI
3	3	139	2014/05/30	Approved	8001106151087	HLOBO	MSOBOMVU
4	4	139	2013/05/12	Approved	7602240390084	MOLEFE	DIKELEDI SELINA
5	5	139	2013/03/01	Approved	7202110727083	PANI	ZUKISWA
6	6	139	2013/05/12	Approved	7706275517089	MPANDE	LINDA
7	7	139	2013/03/12	Approved	5306130255082	GAMALITSHOYO	NOMVUME CORNELIA
8	8	139	2014/02/28	Approved	7203031663084	MOKOENA	MMATSELA HILDA
9	9	139	2013/11/28	Approved	7208125381089	KOROPE	SIMON
10	10	139	2014/06/26	Approved	8105235787081	LEOATLE	THULANI
11	11	139	2013/11/29	Approved	8511220548083	HLALAPHI	NONTSIKELELO PRINCESS
12	12	139		Failed Search Confirm			
13	13	139	31/07/2014	Approved	6801095805086	MACKENZIE	THEMBELIZWE NELSON
14	14	139	2014/10/28	Approved	8002145381081	MQOLO	MZIKAYISE
15	15	139					
16	16	139	2014/06/26	Approved	6706215691086	NKANI	PHUMELELE
17	17	139	2014/01/17	Approved	8502025876082	SEROBA	MASALA PERCY
18	18	139	2014/01/17	Approved	7906101607084	MAFITO	MAKHOLOTSO JULIA
19	19	139	2013/11/29	Approved	7604195889086	SHUSHU	SIBONGILE
20	20	139	2014/10/28	Approved	7610315384080	SILENGILE	JONGISILE
21	21	139	2014/05/30	Approved	8109255441082	MOSAE	PATRICK
22	22	139	2013/12/23	Approved	6712220766087	NTSABO	NOBANDLAI
23	23	139	2013/03/12	Approved	8309035711081	MHLALUKA	AYANDA
24	24	139	2013/11/29	Approved	7311195515089	MASHIKA	MATLOU JAMES
25	25	139	2014/10/28	Approved	8609051500080	GAFANE	ALINA
26	26	139	2013/03/12	Approved	7707150917089	SIPHONDO	ZANDILE
27	27	139					
28	28	139	2013/11/29	Approved	7506066327080	TUMANE	SYDWELL
29	29	139	2013/03/12	Approved	7106095704084	TSELE	MUSAWENKOSI GIVEN
30	30	139		Declined-Procedurally incorrect			
31	31	139					
32	32	139	2014/06/26	Approved	8212257023088	NKAWANA	LWANDISO SONG
33	33	139	2014/01/17	Approved	6902195452082	TSHIMBANA	BUTANA SIMON
34	34	139					
35	35	139	2013/11/29	Approved	6906180907083	MAYIYA	NOSISA NOSAKHUMZI
36	36	139	2013/02/12	Approved	7909221152080	MAGQIBELO	VUYELWA
37	37	139	2013/12/23	Approved	8206160825084	KUKA	KHUTALA
38	38	139	2014/06/19	Approved	7205100356086	MAKOLA	SELINA LEKGALWA
39	39	139	2014/05/27	Approved	7812050843086	MPOLWENI	CELELWA
40	40	139	2014/08/20	Approved	7504070632082	BOOI	LYDIA NOMANDITHINI
41	41	139					
42	42	139	2014/05/30	Approved	8603010850082	MOLEFE	DIMAKATSO
43	43	139	2013/03/12	Approved	6503120952087	RAPHOKWANA	NYANA SELINAH
44	44	139	2013/11/29	Approved	8011116274084	SIKO	SANDILE ERIC
45	45	139	2014/01/25	Approved	8105200794088	PLAATJIE	NOMFUNDO
46	46	139	2013/03/12	Approved	8306180421086	MJULENI	NOMFUNDO
47	47	139	2013/03/12	Approved	7003125904083	DLOBELA	VUYANI ELIAS
48	48	139					
49	49	139	2013/12/23	Approved	5301011293088	SIKO	NOKWENZANI LIESBETH
50	50	139		Declined-Procedurally incorrect			
51	51	139	2013/05/12	Approved	6404205085184	AZVEDO	JOSE MANUEL FERNANDO
52	52	139	2014/06/19	Approved	8205055508086	LESIBANE	MATOME BRUCELEE
53	53	139	2013/12/23	Approved	5805101056080	DUMELA	PATRICIA
54	54	139	2014/09/22	Approved	8001018085084	MAPELELE	MMOYE ELECTER
55	55	139	2013/12/18	Approved	8705015603083	RAMBOFHENI	LIVHUWANI
56	56	139	2013/03/12	Approved	6109030837085	NDAYI	COLLINA MATUTU
57	57	139	2014/05/27	Approved	5311160734089	LINDWA	FRANCES NONKULULEKO
58	58	139	2013/03/01	Approved	6804085892080	MAJOVA	MONWABISI



### EDEN PARK WEST & EXT.1

No.	Erl Number	Date	APPROVED ON HSS	ID No.	Beneficiary Surname	Beneficiary Name	
59	59	139					
60	60	139	2014/01/17	Approved	7711280842084	GOABA	NOZEBELE
61	61	139	2014/01/08	Approved	8411251122082	MAKAYA	THEMBEKA SWEETNESS
62	62	139	2013/03/12	Approved	7710230813088	NOTSHIKILA	NOFIKA PRINCESS
63	63	139	2014/06/19	Approved	7406230634083	SAM SAM	NONTANDO MONICA
64	64	139	2014/05/15	Approved	7804036073086	MARUMO	RICHARD SUNDUZA
65	65	139	2013/05/12	Approved	7406106301080	HOBÉ	XAKISILE
66	66	139	2013/03/01	Approved	5205055335087	MASHABA	AARON MAPENDA
67	67	139	2013/11/29	Approved	8704230952086	QAYI	NOKHANYO MILLICENT
68	68	139	2013/11/28	Approved	6707155791084	MOJAPELO	KOBOTI PHINEAS
69	69	139	2013/11/28	Approved	5208140807086	MAKHOLWA	MAGGIE NOVAYEKE
70	70	139	2014/06/19	Approved	7506261200082	FAKADE	ZAMEKA FLORENCE
71	71	139	2013/03/12	Approved	8311135837089	RAMAHLOKI	TLHORISO ISAAC
72	72	139	2014/06/19	Approved	5008170169088	MAPHATHWANA	NOWINILE EUPHINIA
73	73	139					
74	74	139	2014/10/28	Approved	8409195628081	MAQHEYANA	ANDILE WELCOME
75	75	139		Failed Search Confirm			
76	76	139	2013/03/12	Approved	7106166378081	SIGUCA	XOLANI
77	77	139	2013/03/01	Approved	7605195569081	JACA	SIYABONGA SAMUEL
78	78	139	2014/10/28	Approved	7104115800081	DONDE	KATAZILE
79	79	139	2013/03/01	Approved	7802026436085	MARULE	THEMBA VICTOR
80	80	139		Received and Sent for initial Approval			
81	81	139					
82	82	139	2013/11/29	Approved	8008276037087	MATETA	ALLIE
83	83	139	2013/12/23	Approved	7605265728086	BALISO	KHULELA
84	84	139	2014/05/15	Approved	5712166069083	ZINANA	MAZWI NICHOLAS
85	85	139	2014/01/17	Approved	8312031113088	MADLOLO	ZODWA
86	86	139	2013/03/01	Approved	8710190853081	DEKSON	NONTOBEKO
87	87	139	2013/11/28	Approved	7511260805089	LUVANTYU	NTOMBOVUYO
88	88	139	2013/03/12	Approved	6804140970087	NODLELA	VUYISWA
89	89	139	2014/01/17	Approved	8909126263080	MOFOKENG	THABISO JOSEPH
90	90	139	2013/12/23	Approved	7606035708087	NTOBA	WELILE
91	91	139	2013/03/12	Approved	8509261465084	DOLO	NOTHEMBA
92	92	139	2014/05/27	Approved	8708296036080	DALASILE	ABONGILE
93	93	139	2013/03/12	Approved	5302075732086	PIKINI	THEMBEKILE
94	94	139	2014/01/28	Approved	7608165889083	GEGE	LUMEMO ELIAS
95	95	139	2013/11/29	Approved	5103235248082	MOLAPO	MOSULUTJI ALBERT
96	96	139	2014/01/25	Approved	7309125936086	WITBOOI	JONGINKOSI
97	97	139	2014/10/28	Approved	7106155950080	PLAATJIE	SIZABANTU
98	98	139	2014/02/20	Approved	6807125971087	VA	ZUKILE
99	99	139	2014/02/07	Approved	7709300876082	NGQUKE	NONTSIKELELO
100	100	139	2014/02/07	Approved	8604146080081	MBOTOLI	SIFISO
101	101	139	2013/11/12	Approved	7106225776085	MBOTOLI	THEMBILE
102	102	139					
103	103	139		Failed Search			
104	104	139	2013/03/12	Approved	7201210850084	LANGA	FANEKA
105	105	139		Declined-Combined salary to high			
106	106	139		Invalid ID			
107	107	139					
108	108	139	2013/11/28	Approved	7704285555082	FOKWANA	MALIBONGWE KENETH
109	109	139	2013/11/29	Approved	9009176554089	JONGINAMBA	ABONGILE ALLEN
110	110	139					
111	111	139	2013/11/29	Approved	7809020590086	NDIMA	REJOYCE THOBILE
112	112	139					
113	113	139	2013/02/12	Approved	7711110839086	SHOLOGU	NOZUKO
114	114	139					
115	115	139					
116	116	139					
117	117	139					
118	118	139	2014/10/28	Approved	6907115894081	RAMADIELA	JOHANNES
119	119	139					

### EDEN PARK WEST & EXT.1

No.	Erf Number	Date	APPROVED ON HSS	ID No.	Beneficiary Surname	Beneficiary Name	
120	120	139					
121	121	139					
122	122	139					
123	123	139	2014/06/19	Approved	8303056505084	NDLELA	NCEBA AARON
124	124	139	2014/05/30	Approved	5912060925089	DONI	NOLISINI NOLASE
125	125	139		Override Request			
126	126	139					
127	127	139	2014/05/15	Approved	6812101123083	APRIL	NOMAROMA JOICE
128	128	139	2013/03/01	Approved	7110281061085	DOLO	NANDIPHA
129	129	139					
130	130	139					
131	131	139	2013/11/29	Approved	6411060874081	NYIVANA	NOKUZOLA
132	132	139		Received and Sent for initial Approval			
133	133	139	2014/02/07	Approved	7512251282080	SPHOKI	BUKELWA GRANNY
134	134	139	2014/06/19	Approved	5805156221084	GXOTELWA	GOMET
135	135	139	2014/06/19	Approved	5208085937088	QUMBELO	COLBERT WELE
136	136	139	2014/10/28	Approved	8401026180085	GUMEDE	YANDISA
137	137	139	2013/03/01	Approved	8705040927085	MASONDO	PREECIOUS MBALI
138	138	139	2014/05/27	Approved	7401080724084	GWELE	NOPIKI
139	139	139					
140	140	139					
141	141	139					
142	142	139	2013/12/23	Approved	8006165645085	DUDUMASHE	ZOLA
143	143	139	2014/05/27	Approved	5401012226085	MTOLO	PRINCESS MATHO
144	144	139					
145	145	139	2014/02/07	Approved	7609195816088	ZONELE	TEMBINKOSI
146	146	139		Declined-Procedurely incorrect			
147	147	139	2013/11/29	Approved	7401056512083	FANDRECK	RICH
148	148	139	2014/10/28	Approved	8006146038087	NGQOLA	MZUVUKILE
149	149	139	2014/06/19	Approved	6103220683086	NTLOKO	NOMBULELO
150	150	139	2014/05/27	Approved	7911230663081	MAQINA	ASANOYA YANGA
151	151	139	2014/06/19	Approved	8404090830080	MANQINA	NAMHLA AKHONA
152	152	139					
153	153	139		Declined-Procedurely incorrect			
154	154	139					
155	155	139					
156	156	139	2014/05/27	Approved	8007260844086	SINDELA	NOKUZOLA
157	157	139	2014/05/15	Approved	6803056564082	MDLEKEZA	MZIKAYISE
158	158	139	2013/03/01	Approved	5904120358088	RAMADIELA	SELINA
159	159	139	2014/08/20	Approved	8401196026084	KELA	ANDILE
160	160	139	2013/03/12	Approved	8509206432082	KELA	THULANI
161	161	139	2013/03/12	Approved	7104055819083	QOTYIWE	VUYANI
162	162	139	2014/05/27	Approved	7002210798087	SAMELA	NOKHUTHAZILE PATIENCE
163	163	139		Failed Search Confirm			
164	164	139	2013/12/23	Approved	8405095860089	JEBESE	MFUMANEKO
165	165	139					
166	166	139					
167	167	139		Received and Sent for initial Approval			
168	168	139	2013/12/23	Approved	5803155932082	GQABE	MGCINENI
169	169	139	2013/11/29	Approved	7009045956087	NGCUWE	REUBEN
170	170	139	2013/06/12	Approved	8009096345080	QOTYIWE	MNIKELO
171	171	139	2014/02/07	Approved	6508010889083	MSHOLOQA	NTOMBENESI
172	172	139	2013/03/12	Approved	5802155927084	MRAWUSI	JONGISIZWE JOHANNES
173	173	139	2013/03/12	Approved	8606046398083	XASHUMBE	NCEBA JAYSON
174	174	139	2013/11/29	Approved	6204080917083	XASHUMBE	OLGA CECWANA
175	175	139					
176	176	139					
177	177	139	2013/03/12	Approved	7101135869088	BONAKELF	MAXIN
178	178	139	2014/01/28	Approved	7903180875088	ZIDE	THOZAMA PRISCILA



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No.	Erf Number	Date	APPROVED ON HSS	ID No	Beneficiary Surname	Beneficiary Name
240	240	139				
241	241	139	2013/11/29	Approved	8309126178083	MAQHALOTI MASIMPHIWE
242	242	139	2013/03/01	Approved	9207056053087	MOFOKENG LUCKY
243	243	139				
244	244	139	2013/12/23	Approved	7502145889083	JODWANA THAMSANQA ADVOCATE
245	245	139				
246	246	139	2013/11/29	Approved	8309016431089	SAMELA ZUKILE
247	247	139	2014/10/28	Approved	7305090650082	DYONASE NOMTHETHO CYNTHIA
248	248	139	2013/11/29	Approved	8610156120089	MAGALELA MASIXOLE LOVEY
249	249	139	2013/11/29	Approved	5004060753081	SIKITI MARRY -ANN
250	250	139	2014/05/27	Approved	9002185645089	MAJOLA THABO
251	251	139	2014/05/30	Approved	7407076220086	MBEKENI THEMBELANE
252	252	139	2014/01/25	Approved	7502027422086	MADUMO GIVEN SAMUEL
253	253	139		Failed Search Confirm		
254	254	139	2014/01/25	Approved	6705255732081	MUTHELO ALUVHAYHI EMMANUEL
255	255	139	2013/11/29	Approved	8104200622084	MSUTWANA NONTSIKELELO
256	256	139	2013/03/12	Approved	6806201123084	LABIZA AMANDA PINKIE
257	257	139		Failed Search Confirm		
258	258	139	2014/06/19	Approved	8211141004080	LIBAZI PHILASANDE
259	259	139	2013/05/12	Approved	8011231014084	SAKWE NOZIBELE
260	260	139		Failed Search Confirm		
261	261	139	2013/03/12	Approved	7403260906085	MAGENGENENE NTOBEKHAYA CYNTHIA
262	262	139	2014/02/07	Approved	4709250671080	VELDTMAN NOWINASE IRINE
263	263	139		Declined-Procedurely incorrect		
264	264	139				
265	265	139	2013/11/28	Approved	5408305458085	RASESEMOLA MAILE PHINEAS
266	266	139	2013/03/12	Approved	5804206005084	SALELO RHONYA
267	267	139	2014/01/17	Approved	5401010759087	NYAMANGENI NOMFUNDISO ROSE
268	268	139	2014/01/17	Approved	4310040178088	MDALA WINNIE
269	269	139	2014/02/07	Approved	4211160451083	MKIVA TAMIE ADELAIDE
270	270	139	2013/03/12	Approved	5410250837081	NKOMBI LYDIA
271	271	139		Failed Search Confirm		
272	272	139		Failed Search		
273	273	139	2014/01/17	Approved	5901110222084	SAMELA NOMPOMPOLOZA
274	274	139	2014/08/20	Approved	6311155987089	MASONDO DAVID
275	275	139	2014/01/17	Approved	8303140981085	DLABANE NONZWAKAZI ALICIA
276	276	139	2014/06/19	Approved	7311305865085	DLABANE MFUNDO
277	277	139	2013/11/29	Approved	7708170716089	MASHAU MARGARET
278	278	139		Declined-Combined salary to high		
279	279	139		Failed Search Confirm		
280	280	139	2014/05/15	Approved	5412165923089	BASANA SECELO FARRINGTON
281	281	139	2013/03/01	Approved	9208091130088	DLOVU NONHLANHLA
282	282	139	2014/06/19	Approved	8003031364082	BASANA NCUMISWA
283	283	139	2014/06/19	Approved	4607290536089	NJOZA WINNIFRED NAKIWE
284	284	139	2014/06/19	Approved	7201160882087	BASE NOZUKILE
285	285	139				
286	286	139	2014/05/27	Approved	7205021015084	MZANYWA SELINA FIKISWA
287	287	139	2014/06/19	Approved	7502195762081	YOLELO MASOMELELE
288	288	139	2013/05/12	Approved	7212255658084	RAMATHOKA SEKEPE DANIEL
289	289	139		Failed Search		
290	290	139	2013/03/01	Approved	7212265796080	TITI LUNTU HEAVEN
291	291	139	2013/03/01	Approved	6012255826082	KAMTENI DAVID MAKWENKWANA
292	292	139	31/07/2014	Approved	8203036013086	JACA TAMSANQA
293	293	139	2014/06/19	Approved	5701195866080	MDLELENI LULAMA
294	294	139	2013/03/12	Approved	8308115989088	MAHLASELA THABO
295	295	139	2014/06/19	Approved	6411150948084	MANXIWENI NOSAKHELE
296	296	139	2014/01/17	Approved	8306220560083	TSHABALALA MALEQHWANA JOSEPHINA
297	297	139	2014/06/19	Approved	8707160994085	MQAMELO BUSISWA

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No.	Erf Number	Date	APPROVED ON HSS	ID No.	Beneficiary Surname	Beneficiary Name
298	298	139	2013/03/01	Approved	9012046392086	MOFOKENG THABISO DICKSON
299	299	139		Failed Search		
300	300	139	2014/05/15	Approved	7711235733081	GOWA MZOXOLO
301	301	139	2013/03/12	Approved	7509235796086	LESAPO ALBERT SEKGARUME
302	302	139	2014/06/19	Approved	8610075612083	MBULALI ZWELETHU
303	303	139	2013/11/29	Approved	7307235868082	MOSHE LOYISO
304	304	139	2014/06/19	Approved	8205025528081	MTYHIDO MAKUTHIWENI
305	305	139	2014/01/17	Approved	6608281042089	MAKHAMBA NOPETENJE
306	306	139	2014/02/06	Approved	9002045448086	CHEKOANE NELSON MATOME
307	307	139		Failed Search		
308	308	139		Failed Search Confirm		
309	309	139	2013/12/23	Approved	7006056642085	MZIMASE JONGIKHAYA
310	310	139	2014/01/28	Approved	7101210772082	SHAI BUSISIWE PATRICIA
311	311	139	2014/01/17	Approved	8303032919086	TINTILIZA NTOMBESIBINI
312	312	139				
313	313	139		Declined-Procedurely Incorrect		
314	314	139	2014/05/15	Approved	7301056274082	GQOBHO SIPHO
315	315	139	2013/03/12	Approved	7007025835081	VELELO VUSUMZI
316	316	139	2014/01/28	Approved	7111230760082	SIDLADLA ZUZEKA
317	317	139	2014/01/17	Approved	7701265721080	MTANTATO MZIWAMADODA
318	318	139				
319	319	139	2014/09/03	Approved	8609226164085	XHAKANA SIPHAMANDLA
320	320	139	31/07/2014	Approved	7201106563080	TSHABALALA HLOPHEHO
321	321	139	2013/03/12	Approved	7604151039080	MBOBO DIGRACIA
322	322	139	2013/03/12	Approved	8006240904085	DLIKIDLA THUMEKA
323	323	139	2014/05/27	Approved	8412145421086	DLADLA MBHEKISENI NICHOLUS
324	324	139	2013/02/12	Approved	8501091136084	POLING MPONSHENG ANNA
325	325	139	2013/12/23	Approved	7809230677087	MGULWA NDILEKA VICTORIA
326	326	139	2014/05/19	Approved	8207126031080	MYEMANE BONGINKOSI
327	327	139				
328	328	139	2013/03/01	Approved	7804036117084	NGEDE HOWARD SIYABONGA
329	329	139	2013/03/01	Approved	7310205832088	MYEKI FFUNANI ROBERT
330	330	139				
331	331	139	2014/10/28	Approved	7312220921086	DAMBUZA BONGIWE
332	332	139	2013/03/12	Approved	5711085254081	MOKETE MOKETE DANIEL
333	333	139	2014/05/13	Approved	8612130499084	SEMBATA NOLUNDI
334	334	139	2013/03/12	Approved	6903125944081	MASHAPHU MARUPINE VINCENT
335	335	139	2014/10/28	Approved	8611031007087	SANGQU NWABISA IVY
336	336	139	2013/12/23	Approved	8302056164082	DECKSON GCOBANI
337	337	139	2014/01/25	Approved	7308081650087	VABAZA NOLITHA
338	338	139				
339	339	139	2013/03/01	Approved	6712015954088	KHALAYO THABILE
340	340	139	2013/03/01	Approved	8208145422086	NGQELE VUYISA
341	341	139	2013/11/28	Approved	7606035729083	PHETSHANE PHUMEZO
342	342	139		Invalid ID		
343	343	139	2013/02/12	Approved	8004065480083	GWEBITYALA LUVUYO
344	344	139	2014/06/19	Approved	7205015493081	MOKITLANE MOSESE TSIETSI
345	345	139	2014/01/28	Approved	5306025755089	NGEDLE MZIWANDILE
346	346	139	2014/01/17	Approved	8610221010083	DINGANE THULISWA CYNTHIA
347	347	139				
348	348	139	2013/11/29	Approved	6806061502088	XOTYENI PAMELA
349	349	139	2014/01/17	Approved	7504175975089	MNYAKA LULAMA RAYMOND
350	350	139	2013/12/23	Approved	8209096833081	DORANA DIMPHIWE
351	351	139	2014/05/27	Approved	9102155251080	PHOKOJOE THABISO HAPPINESS
352	352	139		Override Request		
353	353	139	2013/03/01	Approved	4601200369081	MAHLULO NOABISA REINETT
354	354	139	2014/05/27	Approved	7003230583087	SIXHATHA ZUKISWA GLORIA
355	355	139	2014/06/26	Approved	7704046553087	MAPELELE MOJALEFA AUBREY
356	356	139	2013/12/23	Approved	6603240560081	SITSHALUZA BABY VUYISWA
357	357	139	2013/03/12	Approved	5911045870089	MANENTSA JULIUS MTATISI
358	358	139	2013/12/23	Approved	7907265596089	MAGENGENENE VUYISILE

EDEN PARK WEST & EXT. 1

No.	Erf Number	Date	APPROVED ON HSS	ID No.	Beneficiary Surname	Beneficiary Name	
359	359	139	2013/03/12	Approved	6301190810081	VAYO	NOSAKHELE
360	360	139	31/07/2014	Approved	7208010411082	DLAMINI	THABILE PAULINE
361	361	139	2013/11/29	Approved	7406031267083	LIMBA	PHILISIWE
362	362	139	2014/10/28	Approved	5609075197080	MGEDEZA	NKWALENKOSI
363	363	139	31/07/2014	Approved	6311155581080	NKOSI	MSONGELWA MESHACK
364	364	139					
365	365	139	2013/03/12	Approved	6703250908087	MCUQWANA	NOTSUKUMETSE MARIA
366	366	139	2013/12/23	Approved	7604100844085	MDODANA	ZINTLE BEAUTY
367	367	139	2014/05/30	Approved	5706070998080	SIBEKO	MARY
368	368	139	2013/11/29	Approved	5812016151089	MAGALELA	MZOXOLO
369	369	139	2013/11/29	Approved	7012251511083	MBOWENI	MATLAKALA CHRISTINE
370	370	139	2014/05/27	Approved	6404225754082	MADINI	ZWELITSHA ELIOT
371	371	139	2013/11/29	Approved	8101160936082	JEZILE	XOLISWA
372	372	139		Failed Search			
373	373	139	2014/01/30	Approved	7103120882084	NGANTWENI	NOMABHOTWE
374	374	139	2013/05/12	Approved	8604031294086	SAM	VUYOKAZI
375	375	139	2013/03/01	Approved	8202180666087	NQUMA	ANDISWA VICORIA
376	376	139	2013/03/01	Approved	8206300714081	SHALE	MANTWA PATRICIA
377	377	139					
378	378	139	2013/03/12	Approved	6608130606084	SIKHOTHA	LULAMA SYLVIA
379	379	139	2014/05/15	Approved	7204166170085	LOKOZA	VIENNA
380	380	139	2013/11/29	Approved	7108155900081	BOOI	TEMBA PATRICK
381	381	139	2013/03/12	Approved	7512085934088	SIKHOTHA	THEMBIZIZWE
382	382	139					
383	383	139					
384	384	139		Failed Search Confirm			
385	385	139	2013/12/23	Approved	7601235757182	TEMBE	FELIZ LUIZ
386	386	139		Received and Sent for initial Approval			
387	387	139					
388	388	139	2013/03/01	Approved	7007061063085	MANGALI	MASISI
389	389	139		Failed Search Confirm			
390	390	139	2013/12/23	Approved	6410101871080	GAVENI	BOLEKWA SLVIA
391	391	139	2013/11/29	Approved	5401085736085	MHAMBANI	FUNANI SIMON
392	392	139		Received and Sent for initial Approval			
393	393	139		Received and Sent for initial Approval			
394	394	139	2013/03/01	Approved	7812060770089	GQUTYANA	NONTSHUKUMO
395	395	139	2014/05/15	Approved	8308225603082	NYAMANGENI	THANDISIZWE ETHELSTON
396	396	139					
397	397	139	2014/01/25	Approved	7401056468088	MDATYULWA	SEBENZILE
398	398	139	2013/03/12	Approved	5208070310085	THEGANE	LIBUSENG ROSINA
399	399	139					
400	400	139					
401	401	139					
402	402	139					
403	403	139		Failed Search Confirm			
404	404	139					
405	405	139	2013/03/01	Approved	6312195512085	SHAYI	REISI ADAM
406	406	139	2014/01/25	Approved	6702030737089	SESHOKA	MALEHU SOPHIA
407	407	139		Failed Search Confirm			
408	408	139		Override Request			
409	409	139	2013/11/29	Approved	7911225849083	KGATLE	SOLOMON MOSHIRE
410	410	139					
411	411	139	2013/03/12	Approved	5310280264084	KGATLE	MELIDA MAPULA
412	412	139	2014/05/15	Approved	8009256318083	SOZHUKU	ELIAS LINDILE
413	413	139	2013/03/12	Approved	8312046103082	MAKHOLWA	LIFALETHU KENNETH
414	414	139	2014/05/27	Approved	7804155597089	MTHEMBU	CABANGANI
415	415	139	2014/05/13	Approved	8601256065084	RAGEDI	SEBAKA EDWARD
416	416	139	2014/05/15	Approved	7204241149088	MAGASHOA	MARTHA MAPHULO
417	417	139		Failed Search Confirm			

### EDEN PARK WEST & EXT.1

No.	Erf Number	Date	APPROVED ON HSS	ID No.	Beneficiary Surname	Beneficiary Name
418	418	139	2013/03/01	Approved	7203285591080	LEKEKA FREDDY THABO
419	419	139	2013/03/12	Approved	6505230458087	CHAACHAA MAPASEKA MERRY
	420	139		Declined-Procedurally incorrect		
	420	421	139	Declined-Procedurally incorrect		
421	422	139	2013/03/12	Approved	8912215974088	MBANE NKAGISANG CLASS
422	423	139				
423	424	139				
	425	139				
	426	139				
	427	139				
	428	139	2013/03/12	Approved	5612270458083	ZULU SIKHOHLWE WINET
	429	139	2013/05/12	Approved	7512011130082	XELELO WINISWA CAROLINE
	430	139	2013/03/01	Approved	8808010967089	SITHOLE SIBONGILE
	431	138	2013/03/12	Approved	6708240229080	NIKELO GLADYS
	432	139	2013/03/01	Approved	7704260607080	RAMOLOTSHA POLEDI MARIA
	433	139				
	434	139	2013/03/01	Approved	8307170656087	KALAKE NTHABISENG
	435	139	2014/05/21	Approved	6010210119080	MGOQI NOKWAKA JOYCE
	436	139	2013/03/01	Approved	7812075614088	LUBHEDE HUMPHREY NOABENHLE
	437	139	2014/01/16	Approved	9009285439081	SEKEI BEN OTSILE
	438	139		Declined-Combined salary to high		
	439	139	2013/03/12	Approved	8712165962087	MUNZHEDZI MASHUDU
	440	139				
	441	139				
	442	139				
	443	139				
	444	139	2013/11/29	Approved	8405315750086	NOBADINA NKOSINATHI LAZARUS
	445	139	2013/03/12	Approved	7701025817087	MNYAMENI SIYABONGA
	446	139		Declined-Procedurally incorrect		
	447	139				
	448	139				
	449	139				
	450	139				
	451	139	2013/03/12	Approved	8412166380086	THEJANE MOCHEKO JEREMIA
	452	139				
	453	139	2014/01/17	Approved	9009015778089	NKALITSHANA GCINKHAYA
	454	139				
	455	139	2013/03/01	Approved	8405055905080	MANKGE MANKHEDI ORIAH
	456	139	2014/05/27	Approved	4210035514083	MAMPANE FRANK
	457	139				
	458	139	2014/05/27	Approved	6912045871084	FAKELA MNCEDISI
	459	139				
	460	139				
	461	139				
	462	139				
	464	139				
	465	139				
	466	139				
	140					
	2 EXT 1	140	2013/05/12	Approved	8106235742084	PANYNE MOKETE PIET
	4 EXT 1	140	31/07/2014	Approved	8206081774084	NKOSI NTOMBI PRETTY
	5 EXT 1	140	2014/06/19	Approved	6410015910081	NOOSI TOHLANE PAULOS
	6 EXT 1	140	2013/11/29	Approved	8412040457086	MOKOENA OCTAVIA
	8 EXT 1	140	2013/11/29	Approved	5811025967089	MVUMBU ALFRED











**EDEN PARK WEST & EXT.1**

No.	Erf Number	Date	APPROVED ON HSS	ID No.	Beneficiary Surname	Beneficiary Name	
	256 EXT 1	140	2013/03/01	Approved	8104035436080	NDOU	NDIAFHI
		140					
		140					
		140					
		140					
		140					
		140					
		140					
	266 EXT 1	140	2013/11/29	Approved	5905255856085	NDINISA	FUNDILE FREDDY
		140					
		140					
	269 EXT1	140	2013/11/29	Approved	8604075910084	RAMOLOTSHA	NGOAKO SILAS
	270 EXT1	140	2014/01/16	Approved	7007071179087	MOLOI	DIMAKATSO MERRIAM
	271 EXT1	140	2013/12/23	Approved	7404050902086	TSHABALALA	MARTHA
	272 EXT 1	140	2014/10/28	Approved	9006230954081	TSHABALALA	JABULILE PRECIOUS
	273 EXT 1	140	2013/03/12	Approved	5205060363082	DLOVU	AMANDA
		140					
		140					
	276 EXT1	140	2013/03/12	Approved	7406140454085	NTQANYANA	DISEBO SOPHY
		140					
		140					
	279 EXT 1	140	2013/03/01	Approved	2912030164085	MABITILE	DIEKETSENG JEMINA
	280 EXT 1	140	31/07/2014	Approved	5005200295081	MOKOENA	MMAPHAKISO PAULINA
		140					
	282 EXT1	140	2013/05/12	Approved	7711251020082	NEGUKHULA	JULIA
	283 EXT1	140	2014/01/17	Approved	8012121787086	VATSHA	NOKONWABA MONICA
		140					
	285 EXT 1	140	2014/06/19	Approved	5204240340086	MOKOTO	JOHANNA SHIKISA
	286 EXT 1	140	2014/10/28	Approved	6512120434087	MBOBLO	MAY LINGIWE
	287 EXT1	140	2013/03/12	Approved	7909166037080	MHAULE	LUCKY MPH0
		140					
		140					
		140					
		140					
		140					
	293 EXT1	140	2013/03/01	Approved	8101015951088	MOLOI	TSHEPISO PETRUS
	294 EXT1	140	2013/12/23	Approved	7212240739080	RAGANYA	MAAMOSHAKE DORAH
	295 EXT 1	140	2013/03/01	Approved	7207295544088	MAJOLA	SAKI ISAAC
		140					
	297 EXT 1	140	2014/07/18	Approved	7310090385085	MOFOKENG	EUNICE MOSELA
		140					
		140					
		140					
		140					
	301 EXT 1	140	2013/03/01	Approved	6805240600086	FODO	NOMFAZI
		140					
	303 EXT1	140	2013/12/23	Approved	4711205627084	MAKANDA	ZANDISILE WISEMAN
	304 EXT1	140	2013/03/01	Approved	7605315412089	LETSOLO	WILLIAM
	305 EXT1	140	2014/01/30	Approved	7511155383085	MASEKO	MOSES MAZIZI
		140					
	307 EXT 1	140	31/07/2014	Approved	7209060607082	MOTAUNG	MASETABI SYLVIA
		140					
	309 EXT1	140	2013/11/29	Approved	8510275691087	NYAQELA	SIYABONGA INNOCENT
		140					
		140					
	312 EXT 1	140	2014/06/19	Approved	7608235733089	MGITYANA	PAULOS VELANI
	313 EXT1	140	2014/11/02	Approved	6007210834080	MOLOI	MOTELISO ROSINA
	314 EXT 1	140	2014/06/26	Approved	8505105792089	CHUENYANE	KABELO MOKGOHLWE
	315 EXT 1	140	2014/06/19	Approved	9112115792081	CHUENYANE	SETHEME THABO SHADRACK
	316 EXT1	140	2013/11/28	Approved	4512220279089	MOTHUPI	MAMOTHEA MARRY
	317 EXT1	140	2013/11/28	Approved	6401106229085	GADULE	THEMBENI VUYISILE





EDEN PARK WEST & EXT.1

No.	Erf Number	Date	APPROVED ON HSS	ID No.	Beneficiary Surname	Beneficiary Name
	140					
	140					
	140					
	140					
	448 EXT 1	2014/10/28	Approved	8003055562082	MAHLABA	NGAKANA
	449 EXT 1	2014/02/07	Approved	8103080924081	POLING	INNOCENTIA LOMILE
	450 EXT 1	2014/02/07	Approved	5808020624087	KUTU	DIKELEDI MARTINA
	140					
	452 EXT 1	2014/07/25	Approved	8509216362089	CHABANA	PITSO GODFREY
	140					
	454 EXT 1	2014/02/07	Approved	7306106475084	KATILE	SEPHAKELA CONSTANTINUS
	140					
	140					
	140					
	140					



EDEN PARK WEST & EXT.1

No.	Erf Number	Date	APPROVED ON HSS	ID No.	Beneficiary Surname	Beneficiary Name
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EDEN PARK WEST & EXT.1

No.	Erf Number	Date	APPROVED ON HSS	ID No.	Beneficiary Surname	Beneficiary Name
-----	------------	------	-----------------	--------	---------------------	------------------





EDEN PARK WEST & EXT.1

No.	Erf Number	Date	APPROVED ON HSS	ID No.	Beneficiary Surname	Beneficiary Name
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# COMPLETION CERTIFICATE



Metroprojects

DEVELOPMENT  
LEADERS IN THE DEVELOPMENT  
OF LIVING ENVIRONMENTS



GIBB  
Engineering & Architecture

**Completion Certificate**

Employer	: Ekurhuleni Metropolitan Municipality
Project	: Eden Park
Contract	: A-HS 03/2013
Contractor	: Motheo Construction Group
Date	: 30-Jun-15
File	:

House Number 173/139

**Top Structure Completion Certificate**

It is hereby certified that the works have been completed in accordance with the Approved designs and specification as required by the NHBC; the National Housing Code; the Housing Act No. 107 of 1997 as amended; the Gauteng Housing Act, No. 6 of 1998 as amended; The Housing Consumers Protection measures Act, No. 95 of 1998 as amended; the Local Authority by-laws; and the Services Agreement.

<b>Certified by:</b>			
Name	<u>RC</u>	Signature	<u>[Signature]</u>
	Principal Agent, Engineer/Representative		Date <u>30/06/2015</u>
Name	<u>J.S.M.</u>	Signature	<u>[Signature]</u>
	EMM Clerks of Works		Date <u>30/06/15</u>
<b>Consent by Client:</b>			
Name	<u>M.E.M.</u>	Signature	<u>[Signature]</u>
	EMM-Project Manager		Date <u>30/06/15</u>



**Completion Certificate**

Employer	:	Ekurhuleni Metropolitan Municipality
Project	:	Eden Park
Contract	:	A-HS 03/2013
Contractor	:	Motheo Construction Group
Date	:	30-Jun-15
File	:	

House Number **172/139**

**Top Structure Completion Certificate**

It is hereby certified that the works have been completed in accordance with the Approved designs and specification as required by the NHBRC; the National Housing Code; the Housing Act No. 107 of 1997 as amended; the Gauteng Housing Act, No. 6 of 1998 as amended; The Housing Consumers Protection measures Act, No. 95 of 1998 as amended; the Local Authority by-laws; and the Services Agreement.

<b>Certified by:</b>			
Name	<b>RC</b>	Signature	<b>[Signature]</b>
	Principal Agent, Engineer/Representative		Date <b>30/06/2015</b>
Name	<b>J.S.M.</b>	Signature	<b>[Signature]</b>
	EMM Clerks of Works		Date <b>30/06/15</b>
<b>Consent by Client:</b>			
Name	<b>M.E.M.</b>	Signature	<b>[Signature]</b>
	EMM-Project Manager		Date <b>30/06/15</b>



**Completion Certificate**

Employer	: Ekurhuleni Metropolitan Municipality
Project	: Eden Park
Contract	: A-HS 03/2013
Contractor	: Motheo Construction Group
Date	: 30-Jun-15
File	:

House Number 169/139

**Top Structure Completion Certificate**

It is hereby certified that the works have been completed in accordance with the Approved designs and specification as required by the NHBRC; the National Housing Code; the Housing Act No. 107 of 1997 as amended; the Gauteng Housing Act, No. 6 of 1998 as amended; The Housing Consumers Protection measures Act, No. 95 of 1998 as amended; the Local Authority by-laws; and the Services Agreement.

<b>Certified by:</b>			
Name	<u>RC</u>	Signature	<u>[Signature]</u>
	Principal Agent, Engineer/Representative		Date <u>30/06/2015</u>
Name	<u>J.S.M.</u>	Signature	<u>[Signature]</u>
	EMM Clerks of Works		Date <u>30/06/2015</u>
<b>Consent by Client:</b>			
Name	<u>M.E.M.</u>	Signature	<u>[Signature]</u>
	EMM-Project Manager		Date <u>30/06/15</u>



Metroprojects

DEVELOPMENT

LEADERS IN THE DEVELOPMENT OF LIVING ENVIRONMENTS



GIBB

DELIVERING THE BEST



Completion Certificate

Employer	: Ekurhuleni Metropolitan Municipality
Project	: Eden Park
Contract	: A-HS 03/2013
Contractor	: Motheo Construction Group
Date	: 30-Jun-15
File	:

House Number

168/139

Top Structure Completion Certificate

It is hereby certified that the works have been completed in accordance with the Approved designs and specification as required by the NHBRC; the National Housing Code; the Housing Act No. 107 of 1997 as amended; the Gauteng Housing Act, No. 6 of 1998 as amended; The Housing Consumers Protection measures Act, No. 95 of 1998 as amended; the Local Authority by-laws; and the Services Agreement.

Certified by:			
Name	RC	Signature	[Signature]
	Principal Agent, Engineer/Representative		Date 30/06/2015
Name	J.S.M.	Signature	[Signature]
	EMM Clerks of Works		Date 30/06/2015
Consent by Client:			
Name	N.K.M.	Signature	[Signature]
	EMM-Project Manager		Date 30/06/15





Metroprojects

DEVELOPMENT  
LEADERS IN THE DEVELOPMENT  
OF LIVING ENVIRONMENTS



GIBB  
ENGINEERING & ARCHITECTS

▶ Completion Certificate

Employer	:	Ekurhuleni Metropolitan Municipality
Project	:	Eden Park
Contract	:	A-HS 03/2013
Contractor	:	Motheo Construction Group
Date	:	30-Jun-15
File	:	

House Number 164/139

Top Structure Completion Certificate

It is hereby certified that the works have been completed in accordance with the Approved designs and specification as required by the NHBRC; the National Housing Code; the Housing Act No. 107 of 1997 as amended; the Gauteng Housing Act, No. 6 of 1998 as amended; The Housing Consumers Protection measures Act, No. 95 of 1998 as amended; the Local Authority by-laws; and the Services Agreement.

<b>Certified by:</b>			
Name	<u>RC</u>	Signature	<u>[Signature]</u>
	Principal Agent, Engineer/Representative		Date <u>30/06/2015</u>
Name	<u>J.S. V.</u>	Signature	<u>[Signature]</u>
	EMM Clerks of Works		Date <u>30/06/2015</u>
<b>Consent by Client:</b>			
Name	<u>M.E.M.</u>	Signature	<u>[Signature]</u>
	EMM-Project Manager		Date <u>30/06/15</u>



Metroprojects

DEVELOPMENT  
LEADERS IN THE DEVELOPMENT  
OF LIVING ENVIRONMENTS



GIBB  
ENGINEERS & ARCHITECTS



Completion Certificate

Employer	:	Ekurhuleni Metropolitan Municipality
Project	:	Eden Park
Contract	:	A-HS 03/2013
Contractor	:	Motheo Construction Group
Date	:	30-Jun-15
File	:	

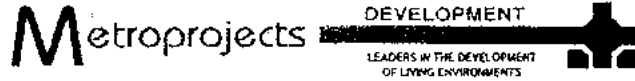
House Number

162/139

Top Structure Completion Certificate

It is hereby certified that the works have been completed in accordance with the Approved designs and specification as required by the NHBRC; the National Housing Code; the Housing Act No. 107 of 1997 as amended; the Gauteng Housing Act, No. 6 of 1998 as amended; The Housing Consumers Protection measures Act, No. 95 of 1998 as amended; the Local Authority by-laws; and the Services Agreement.

Certified by:			
Name	RC	Signature	[Signature]
	Principal Agent, Engineer/Representative		Date 30/06/2015
Name	J.S.M.	Signature	[Signature]
	EMM Clerks of Works		Date 30/06/2015
Consent by Client:			
Name	M.K.M.	Signature	[Signature]
	EMM-Project Manager		Date 30/06/15



**Completion Certificate**

Employer	:	Ekurhuleni Metropolitan Municipality
Project	:	Eden Park
Contract	:	A-HS 03/2013
Contractor	:	Motheo Construction Group
Date	:	30-Jun-15
File	:	

House Number 161/139

**Top Structure Completion Certificate**

It is hereby certified that the works have been completed in accordance with the Approved designs and specification as required by the NHBC; the National Housing Code; the Housing Act No. 107 of 1997 as amended; the Gauteng Housing Act, No. 6 of 1998 as amended; The Housing Consumers Protection measures Act, No. 95 of 1998 as amended; the Local Authority by-laws; and the Services Agreement.

<b>Certified by:</b>			
Name	<u>RC</u>	Signature	<u>[Signature]</u>
	Principal Agent, Engineer/Representative		Date <u>30/06/2015</u>
Name	<u>J.S.M.</u>	Signature	<u>[Signature]</u>
	EMM Clerks of Works		Date <u>30/06/2015</u>
<b>Consent by Client:</b>			
Name	<u>M.L.M.</u>	Signature	<u>[Signature]</u>
	EMM-Project Manager		Date <u>30/06/15</u>





**Completion Certificate**

Employer	: Ekurhuleni Metropolitan Municipality
Project	: Eden Park
Contract	: A-HS 03/2013
Contractor	: Motheo Construction Group
Date	: 30-Jun-15
File	:

House Number 157/139

**Top Structure Completion Certificate**

It is hereby certified that the works have been completed in accordance with the Approved designs and specification as required by the NHBRC; the National Housing Code; the Housing Act No. 107 of 1997 as amended; the Gauteng Housing Act, No. 6 of 1998 as amended; The Housing Consumers Protection measures Act, No. 95 of 1998 as amended; the Local Authority by-laws; and the Services Agreement.

<b>Certified by:</b>			
Name	<u>RC</u>	Signature	<u>[Signature]</u>
	Principal Agent, Engineer/Representative		Date <u>30/06/2015</u>
Name	<u>[Signature]</u>	Signature	<u>[Signature]</u>
	EMM Clerks of Works		Date <u>30/06/15</u>
<b>Consent by Client:</b>			
Name	<u>M.K.M.</u>	Signature	<u>[Signature]</u>
	EMM-Project Manager		Date <u>30/06/15</u>





Metroprojects

DEVELOPMENT  
LEADERS IN THE DEVELOPMENT  
OF LIVING ENVIRONMENTS



GIBB  
ENGINEERING & SCIENCE



Completion Certificate

Employer	:	Ekurhuleni Metropolitan Municipality
Project	:	Eden Park
Contract	:	A-HS 03/2013
Contractor	:	Motheo Construction Group
Date	:	30-Jun-15
File	:	

House Number

15/137

Top Structure Completion Certificate

It is hereby certified that the works have been completed in accordance with the Approved designs and specification as required by the NHBC; the National Housing Code; the Housing Act No. 107 of 1997 as amended; the Gauteng Housing Act, No. 6 of 1998 as amended; The Housing Consumers Protection measures Act, No. 95 of 1998 as amended; the Local Authority by-laws; and the Services Agreement.

Certified by:			
Name	RC	Signature	Date 30/06/2015
Principal Agent, Engineer/Representative			
Name	J.S. M.	Signature	Date 30/06/15
EMM Clerks of Works			
Consent by Client:			
Name	M.K.M.	Signature	Date 30/06/15
EMM-Project Manager			









Metroprojects

DEVELOPMENT  
LEADERS IN THE DEVELOPMENT  
OF LIVING ENVIRONMENTS



GIBB  
CONSULTANTS



Completion Certificate

Employer	: Ekurhuleni Metropolitan Municipality
Project	: Eden Park
Contract	: A-HS 03/2013
Contractor	: Motheo Construction Group
Date	: 30-Jun-15
File	:

House Number

357/39

Top Structure Completion Certificate

It is hereby certified that the works have been completed in accordance with the Approved designs and specification as required by the NHBRC; the National Housing Code; the Housing Act No. 107 of 1997 as amended; the Gauteng Housing Act, No. 6 of 1998 as amended; The Housing Consumers Protection measures Act, No. 95 of 1998 as amended; the Local Authority by-laws; and the Services Agreement.

<b>Certified by:</b>			
Name	RC	Signature	[Signature]
	Principal Agent, Engineer/Representative		Date 30/06/2015
Name	J. S. M.	Signature	[Signature]
	EMM Clerks of Works		Date 30/06/2015
<b>Consent by Client:</b>			
Name	[Signature]	Signature	[Signature]
	EMM-Project Manager		Date 30/06/15



Metroprojects

DEVELOPMENT

LEADERS IN THE DEVELOPMENT OF LIVING ENVIRONMENTS



GIBB  
ENGINEERING & ARCHITECTURE



Completion Certificate

Employer	:	Ekurhuleni Metropolitan Municipality
Project	:	Eden Park
Contract	:	A-HS 03/2013
Contractor	:	Motheo Construction Group
Date	:	30-Jun-15
File	:	

House Number

358/139

Top Structure Completion Certificate

It is hereby certified that the works have been completed in accordance with the Approved designs and specification as required by the NHBRC; the National Housing Code; the Housing Act No. 107 of 1997 as amended; the Gauteng Housing Act, No. 6 of 1998 as amended; The Housing Consumers Protection measures Act, No. 95 of 1998 as amended; the Local Authority by-laws; and the Services Agreement.

Certified by:			
Name	RC	Signature	[Signature]
	Principal Agent, Engineer/Representative		Date 30/06/2015
Name	J.S. M.	Signature	[Signature]
	EMM Clerks of Works		Date 30/06/2015
Consent by Client:			
Name	M.K. M.	Signature	[Signature]
	EMM-Project Manager		Date 30/06/15



Metroprojects

DEVELOPMENT  
LEADERS IN THE DEVELOPMENT  
OF LIVING ENVIRONMENTS



GIBB  
SPECIALISING IN INFRASTRUCTURE

**Completion Certificate**

Employer	:	Ekurhuleni Metropolitan Municipality
Project	:	Eden Park
Contract	:	A-HS 03/2013
Contractor	:	Motheo Construction Group
Date	:	30-Jun-15
File	:	

House Number 359/39

Top Structure Completion Certificate

It is hereby certified that the works have been completed in accordance with the Approved designs and specification as required by the NHBRC; the National Housing Code; the Housing Act No. 107 of 1997 as amended; the Gauteng Housing Act, No. 6 of 1998 as amended; The Housing Consumers Protection measures Act, No. 95 of 1998 as amended; the Local Authority by-laws; and the Services Agreement.

<b>Certified by:</b>			
Name	<u>RC</u>	Signature	<u>[Signature]</u>
	Principal Agent, Engineer/Representative		Date <u>30/06/2015</u>
Name	<u>T.S.M</u>	Signature	<u>[Signature]</u>
	EMM Clerks of Works		Date <u>30/06/2015</u>
<b>Consent by Client:</b>			
Name	<u>N.K.M.</u>	Signature	<u>[Signature]</u>
	EMM-Project Manager		Date <u>30/06/15</u>













Metroprojects

DEVELOPMENT  
LEADERS IN THE DEVELOPMENT  
OF LIVING ENVIRONMENTS



GIBB  
PROFESSIONAL SERVICES



Completion Certificate

Employer	:	Ekurhuleni Metropolitan Municipality
Project	:	Eden Park
Contract	:	A-HS 03/2013
Contractor	:	Motheo Construction Group
Date	:	30-Jun-15
File	:	

House Number

367/39

Top Structure Completion Certificate

It is hereby certified that the works have been completed in accordance with the Approved designs and specification as required by the NHBRC; the National Housing Code; the Housing Act No. 107 of 1997 as amended; the Gauteng Housing Act, No. 6 of 1998 as amended; The Housing Consumers Protection measures Act, No. 95 of 1998 as amended; the Local Authority by-laws; and the Services Agreement.

Certified by:			
Name	RC	Signature	[Signature]
	Principal Agent, Engineer/Representative		Date 30/06/2015
Name	J. S. M.	Signature	[Signature]
	EMM Clerks of Works		Date 30/06/2015
Consent by Client:			
Name	M.P. P.	Signature	[Signature]
	EMM-Project Manager		Date 30/06/15



Metroprojects

DEVELOPMENT  
LEADERS IN THE DEVELOPMENT  
OF LIVING ENVIRONMENTS



GIBB  
ENGINEERING & ARCHITECTURE



Completion Certificate

Employer	:	Ekurhuleni Metropolitan Municipality
Project	:	Eden Park
Contract	:	A-HS 03/2013
Contractor	:	Motheo Construction Group
Date	:	30-Jun-15
File	:	

House Number

368/139

Top Structure Completion Certificate

It is hereby certified that the works have been completed in accordance with the Approved designs and specification as required by the NHBC; the National Housing Code; the Housing Act No. 107 of 1997 as amended; the Gauteng Housing Act, No. 6 of 1998 as amended; The Housing Consumers Protection measures Act, No. 95 of 1998 as amended; the Local Authority by-laws; and the Services Agreement.

Certified by:			
Name	RC	Signature	[Signature]
	Principal Agent, Engineer/Representative		Date 30/06/2015
Name	J.S.M.	Signature	[Signature]
	EMM Clerks of Works		Date 30/06/15
Consent by Client:			
Name	M.M.	Signature	[Signature]
	EMM-Project Manager		Date 30/06/15



Metroprojects

DEVELOPMENT

LEADERS IN THE DEVELOPMENT OF LIVING ENVIRONMENTS



GIBB  
ENGINEERING & CONSTRUCTION



Completion Certificate

Employer	:	Ekurhuleni Metropolitan Municipality
Project	:	Eden Park
Contract	:	A-HS 03/2013
Contractor	:	Motheo Construction Group
Date	:	30-Jun-15
File	:	

House Number

369/139

Top Structure Completion Certificate

It is hereby certified that the works have been completed in accordance with the Approved designs and specification as required by the NH&RC; the National Housing Code; the Housing Act No. 107 of 1997 as amended; the Gauteng Housing Act, No. 6 of 1998 as amended; The Housing Consumers Protection measures Act, No. 95 of 1998 as amended; the Local Authority by-laws; and the Services Agreement.

Certified by:			
Name	RC	Signature	[Signature]
	Principal Agent, Engineer/Representative		Date 30/06/2015
Name	J.S.M.	Signature	[Signature]
	EMM Clerks of Works		Date 30/06/2015
Consent by Client:			
Name	N.E.M.	Signature	[Signature]
	EMM-Project Manager		Date 30/06/15



**Completion Certificate**

Employer	: Ekurhuleni Metropolitan Municipality
Project	: Eden Park
Contract	: A-HS 03/2013
Contractor	: Motheo Construction Group
Date	: 30-Jun-15
File	:

House Number 204/139

Top Structure Completion Certificate

It is hereby certified that the works have been completed in accordance with the Approved designs and specification as required by the NHBRC; the National Housing Code; the Housing Act No. 107 of 1997 as amended; the Gauteng Housing Act, No. 6 of 1998 as amended; The Housing Consumers Protection measures Act, No. 95 of 1998 as amended; the Local Authority by-laws; and the Services Agreement.

<b>Certified by:</b>			
Name	<u>RC</u>	Signature	<u>[Signature]</u>
	Principal Agent, Engineer/Representative		Date <u>30/06/2015</u>
Name	<u>I. S. M.</u>	Signature	<u>[Signature]</u>
	EMM Clerks of Works		Date <u>30/06/2015</u>
<b>Consent by Client:</b>			
Name	<u>N.K.M.</u>	Signature	<u>[Signature]</u>
	EMM-Project Manager		Date <u>30/06/15</u>



Metroprojects

DEVELOPMENT  
LEADERS IN THE DEVELOPMENT  
OF LIVING ENVIRONMENTS



GIBB  
ENGINEERING & ARCHITECTURE



Completion Certificate

Employer	:	Ekurhuleni Metropolitan Municipality
Project	:	Eden Park
Contract	:	A-HS 03/2013
Contractor	:	Motheo Construction Group
Date	:	30-Jun-15
File	:	

House Number

230/139

Top Structure Completion Certificate

It is hereby certified that the works have been completed in accordance with the Approved designs and specification as required by the NHBRC; the National Housing Code; the Housing Act No. 107 of 1997 as amended; the Gauteng Housing Act, No. 6 of 1998 as amended; The Housing Consumers Protection measures Act, No. 95 of 1998 as amended; the Local Authority by-laws; and the Services Agreement.

Certified by:			
Name	RC	Signature	[Signature]
	Principal Agent, Engineer/Representative		Date 30/06/2015
Name	S.S.M	Signature	[Signature]
	EMM Clerks of Works		Date 30/06/2015
Consent by Client:			
Name	N.K. Mabaso	Signature	[Signature]
	EMM-Project Manager		Date 30/06/15



Metroprojects

DEVELOPMENT  
LEADERS IN THE DEVELOPMENT  
OF LIVING ENVIRONMENTS



GIBB  
CONSULTANTS

**Completion Certificate**

Employer	: Ekurhuleni Metropolitan Municipality
Project	: Eden Park
Contract	: A-HS 03/2013
Contractor	: Motheo Construction Group
Date	: 30-Jun-15
File	:

House Number 238/139

**Top Structure Completion Certificate**

It is hereby certified that the works have been completed in accordance with the Approved designs and specification as required by the NHBC; the National Housing Code; the Housing Act No. 107 of 1997 as amended; the Gauteng Housing Act, No. 6 of 1998 as amended; The Housing Consumers Protection measures Act, No. 95 of 1998 as amended; the Local Authority by-laws; and the Services Agreement.

<b>Certified by:</b>			
Name	<u>RC</u>	Signature	<u>[Signature]</u>
	Principal Agent, Engineer/Representative		Date <u>30/06/2015</u>
Name	<u>JG M</u>	Signature	<u>[Signature]</u>
	EMM Clerks of Works		Date <u>30/06/2015</u>
<b>Consent by Client:</b>			
Name	<u>N.L.M.</u>	Signature	<u>[Signature]</u>
	EMM-Project Manager		Date <u>30/06/2015</u>









**Completion Certificate**

Employer	: Ekurhuleni Metropolitan Municipality
Project	: Eden Park
Contract	: A-HS 03/2013
Contractor	: Motheo Construction Group
Date	: 30-Jun-15
File	:

House Number 180/139

**Top Structure Completion Certificate**

It is hereby certified that the works have been completed in accordance with the Approved designs and specification as required by the NHBRC; the National Housing Code; the Housing Act No. 107 of 1997 as amended; the Gauteng Housing Act, No. 6 of 1998 as amended; The Housing Consumers Protection measures Act, No. 95 of 1998 as amended; the Local Authority by-laws; and the Services Agreement.

<b>Certified by:</b>			
Name	<u>RC</u>	Signature	<u>[Signature]</u>
	Principal Agent, Engineer/Representative		Date <u>30/06/2015</u>
Name	<u>J.S.M</u>	Signature	<u>[Signature]</u>
	EMM Clerks of Works		Date <u>30/06/2015</u>
<b>Consent by Client:</b>			
Name	<u>M.E.N.</u>	Signature	<u>[Signature]</u>
	EMM-Project Manager		Date <u>30/06/15</u>





Metroprojects

DEVELOPMENT  
LEADERS IN THE DEVELOPMENT  
OF LIVING ENVIRONMENTS



GIBB  
ENGINEERS & ARCHITECTS

▶ Completion Certificate

Employer	:	Ekurhuleni Metropolitan Municipality
Project	:	Eden Park
Contract	:	A-HS 03/2013
Contractor	:	Motheo Construction Group
Date	:	30-Jun-15
File	:	

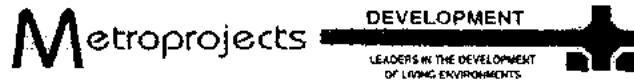
House Number 174/139

Top Structure Completion Certificate

It is hereby certified that the works have been completed in accordance with the Approved designs and specification as required by the NHBRC; the National Housing Code; the Housing Act No. 107 of 1997 as amended; the Gauteng Housing Act, No. 6 of 1998 as amended; The Housing Consumers Protection measures Act, No. 95 of 1998 as amended; the Local Authority by-laws; and the Services Agreement.

Certified by:			
Name	<u>RC</u>	Signature	<u>[Signature]</u>
	Principal Agent, Engineer/Representative		Date <u>30/06/2015</u>
Name	<u>J. Swi</u>	Signature	<u>[Signature]</u>
	EMM Clerks of Works		Date <u>30/06/2015</u>
Consent by Client:			
Name	<u>M.M.</u>	Signature	<u>[Signature]</u>
	EMM-Project Manager		Date <u>30/06/15</u>





**Completion Certificate**

Employer	: Ekurhuleni Metropolitan Municipality
Project	: Eden Park
Contract	: A-HS 03/2013
Contractor	: Motheo Construction Group
Date	: 30-Jun-15
File	:

House Number 6/46

**Top Structure Completion Certificate**

It is hereby certified that the works have been completed in accordance with the Approved designs and specification as required by the NHBRC; the National Housing Code; the Housing Act No. 107 of 1997 as amended; the Gauteng Housing Act, No. 6 of 1998 as amended; The Housing Consumers Protection measures Act, No. 95 of 1998 as amended; the Local Authority by-laws; and the Services Agreement.

<b>Certified by:</b>					
Name	<u>RC</u>	Signature	<u>[Signature]</u>	Date	<u>30/06/2015</u>
Principal Agent, Engineer/Representative					
Name	<u>J S M</u>	Signature	<u>[Signature]</u>	Date	<u>30/06/2015</u>
EMM Clerks of Works					
<b>Consent by Client:</b>					
Name	<u>M.P. Mabaso</u>	Signature	<u>[Signature]</u>	Date	<u>30/06/15</u>
EMM-Project Manager					





**Completion Certificate**

Employer	:	Ekurhuleni Metropolitan Municipality
Project	:	Eden Park
Contract	:	A-HS 03/2013
Contractor	:	Motheo Construction Group
Date	:	30-Jun-15
File	:	

House Number 2/140

**Top Structure Completion Certificate**

It is hereby certified that the works have been completed in accordance with the Approved designs and specification as required by the NHBC; the National Housing Code; the Housing Act No. 107 of 1997 as amended; the Gauteng Housing Act, No. 6 of 1998 as amended; The Housing Consumers Protection measures Act, No. 95 of 1998 as amended; the Local Authority by-laws; and the Services Agreement.

<b>Certified by:</b>			
Name	<u>RC</u>	Signature	<u>[Signature]</u>
	Principal Agent, Engineer/Representative		Date <u>30/06/2015</u>
Name	<u>J.S.M</u>	Signature	<u>[Signature]</u>
	EMM Clerks of Works		Date <u>30/06/2015</u>
<b>Consent by Client:</b>			
Name	<u>[Signature]</u>	Signature	<u>[Signature]</u>
	EMM-Project Manager		Date <u>30/06/15</u>



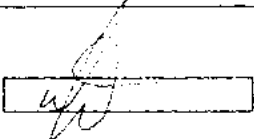
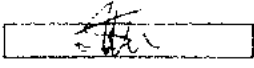
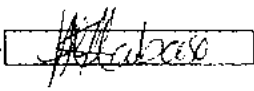
**Completion Certificate**

Employer	:	Ekurhuleni Metropolitan Municipality
Project	:	Eden Park
Contract	:	A-HS 03/2013
Contractor	:	Motheo Construction Group
Date	:	30-Jun-15
File	:	

House Number 365/39

Top Structure Completion Certificate

It is hereby certified that the works have been completed in accordance with the Approved designs and specification as required by the NHBC; the National Housing Code; the Housing Act No. 107 of 1997 as amended; the Gauteng Housing Act, No. 6 of 1998 as amended; The Housing Consumers Protection measures Act, No. 95 of 1998 as amended; the Local Authority by-laws; and the Services Agreement.

<b>Certified by:</b>			
Name	<span style="border: 1px solid black; padding: 2px;">RC</span>	Signature	<span style="border: 1px solid black; padding: 2px;"></span>
	Principal Agent, Engineer/Representative	Date	<span style="border: 1px solid black; padding: 2px;">30/06/2015</span>
Name	<span style="border: 1px solid black; padding: 2px;">S.S.M</span>	Signature	<span style="border: 1px solid black; padding: 2px;"></span>
	EMM Clerks of Works	Date	<span style="border: 1px solid black; padding: 2px;">30/06/2015</span>
<b>Consent by Client:</b>			
Name	<span style="border: 1px solid black; padding: 2px;">M.L.M.</span>	Signature	<span style="border: 1px solid black; padding: 2px;"></span>
	EMM-Project Manager	Date	<span style="border: 1px solid black; padding: 2px;">30/06/15</span>





Metroprojects

DEVELOPMENT  
LEADERS IN THE DEVELOPMENT  
OF LIVING ENVIRONMENTS



GIBB  
ENGINEERING & CONSULTANTS

**Completion Certificate**

Employer	:	Ekurhuleni Metropolitan Municipality
Project	:	Eden Park
Contract	:	A-HS 03/2013
Contractor	:	Motheo Construction Group
Date	:	30-Jun-15
File	:	

House Number 361/139

**Top Structure Completion Certificate**

It is hereby certified that the works have been completed in accordance with the Approved designs and specification as required by the NHBRC; the National Housing Code; the Housing Act No. 107 of 1997 as amended; the Gauteng Housing Act, No. 6 of 1998 as amended; The Housing Consumers Protection measures Act, No. 95 of 1998 as amended; the Local Authority by-laws; and the Services Agreement.

<b>Certified by:</b>			
Name	<u>RC</u>	Signature	<u>[Signature]</u>
Principal Agent, Engineer/Representative		Date	<u>30/06/2015</u>
Name	<u>J.S.M</u>	Signature	<u>[Signature]</u>
EMM Clerks of Works		Date	<u>30/06/2015</u>
<b>Consent by Client:</b>			
Name	<u>M.K.M</u>	Signature	<u>[Signature]</u>
EMM-Project Manager		Date	<u>30/06/15</u>





**Completion Certificate**

Employer	: Ekurhuleni Metropolitan Municipality
Project	: Eden Park
Contract	: A-HS 03/2013
Contractor	: Motheo Construction Group
Date	: 30-Jun-15
File	:

House Number 244/139

**Top Structure Completion Certificate**

It is hereby certified that the works have been completed in accordance with the Approved designs and specification as required by the NHBRC; the National Housing Code; the Housing Act No. 107 of 1997 as amended; the Gauteng Housing Act, No. 6 of 1998 as amended; The Housing Consumers Protection measures Act, No. 95 of 1998 as amended; the Local Authority by-laws; and the Services Agreement.

<b>Certified by:</b>			
Name	<u>RC</u>	Signature	<u>[Signature]</u>
	Principal Agent, Engineer/Representative		Date <u>30/06/2015</u>
Name	<u>S. N. M.</u>	Signature	<u>[Signature]</u>
	EMM Clerks of Works		Date <u>30/06/2015</u>
<b>Consent by Client:</b>			
Name	<u>M. L. N.</u>	Signature	<u>[Signature]</u>
	EMM-Project Manager		Date <u>30/06/2015</u>





**Completion Certificate**

Employer	:	Ekurhuleni Metropolitan Municipality
Project	:	Eden Park
Contract	:	A-HS 03/2013
Contractor	:	Motheo Construction Group
Date	:	30-Jun-15
File	:	

House Number 248/139

Top Structure Completion Certificate

It is hereby certified that the works have been completed in accordance with the Approved designs and specification as required by the NHBC; the National Housing Code; the Housing Act No. 107 of 1997 as amended; the Gauteng Housing Act, No. 6 of 1998 as amended; The Housing Consumers Protection measures Act, No. 95 of 1998 as amended; the Local Authority by-laws; and the Services Agreement.

<b>Certified by:</b>			
Name	<u>RC</u>	Signature	<u>[Signature]</u>
	Principal Agent, Engineer/Representative		Date <u>30/06/2015</u>
Name	<u>ISM</u>	Signature	<u>[Signature]</u>
	EMM Clerks of Works		Date <u>30/06/15</u>
<b>Consent by Client:</b>			
Name	<u>N.E.M.</u>	Signature	<u>[Signature]</u>
	EMM-Project Manager		Date <u>30/06/15</u>



**Completion Certificate**

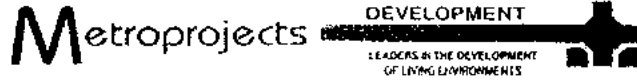
Employer	:	Ekurhuleni Metropolitan Municipality
Project	:	Eden Park
Contract	:	A-HS 03/2013
Contractor	:	Motheo Construction Group
Date	:	30-Jun-15
File	:	

House Number 249/139

**Top Structure Completion Certificate**

It is hereby certified that the works have been completed in accordance with the Approved designs and specification as required by the NHBRC; the National Housing Code; the Housing Act No. 107 of 1997 as amended; the Gauteng Housing Act, No. 6 of 1998 as amended; The Housing Consumers Protection measures Act, No. 95 of 1998 as amended; the Local Authority by-laws; and the Services Agreement.

<b>Certified by:</b>			
Name	<u>RC</u>	Signature	<u>[Signature]</u>
	Principal Agent, Engineer/Representative		Date <u>30/06/2015</u>
Name	<u>J S M</u>	Signature	<u>[Signature]</u>
	EMM Clerks of Works		Date <u>30/06/2015</u>
<b>Consent by Client:</b>			
Name	<u>[Signature]</u>	Signature	<u>[Signature]</u>
	EMM-Project Manager		Date <u>30/06/15</u>



**Completion Certificate**

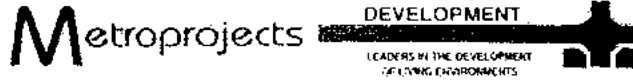
Employer	:	Ekurhuleni Metropolitan Municipality
Project	:	Eden Park
Contract	:	A-HS 03/2013
Contractor	:	Motheo Construction Group
Date	:	30-Jun-15
File	:	

House Number 252/139

**Top Structure Completion Certificate**

It is hereby certified that the works have been completed in accordance with the Approved designs and specification as required by the NHBRC; the National Housing Code; the Housing Act No. 107 of 1997 as amended; the Gauteng Housing Act, No. 6 of 1998 as amended; The Housing Consumers Protection measures Act, No. 95 of 1998 as amended; the Local Authority by-laws; and the Services Agreement.

<b>Certified by:</b>			
Name	<u>RC</u>	Signature	<u>[Signature]</u>
	Principal Agent, Engineer/Representative		Date <u>30/06/2015</u>
Name	<u>J.S.M</u>	Signature	<u>[Signature]</u>
	EMM Clerks of Works		Date <u>30/06/2015</u>
<b>Consent by Client:</b>			
Name	<u>M.P.M.</u>	Signature	<u>[Signature]</u>
	EMM-Project Manager		Date <u>30/06/15</u>



**Completion Certificate**

Employer	:	Ekurhuleni Metropolitan Municipality
Project	:	Eden Park
Contract	:	A-HS 03/2013
Contractor	:	Motheo Construction Group
Date	:	30-Jun-15
File	:	

House Number 234/139

**Top Structure Completion Certificate**

It is hereby certified that the works have been completed in accordance with the Approved designs and specification as required by the NHBRC; the National Housing Code: the Housing Act No. 107 of 1997 as amended; the Gauteng Housing Act, No. 6 of 1998 as amended; The Housing Consumers Protection measures Act, No. 95 of 1998 as amended; the Local Authority by-laws; and the Services Agreement.

<b>Certified by:</b>			
Name	<u>RC</u>	Signature	<u>[Signature]</u>
	Principal Agent, Engineer/Representative		Date <u>30/06/2015</u>
Name	<u>J S M</u>	Signature	<u>[Signature]</u>
	EMM Clerks of Works		Date <u>30/06/2015</u>
<b>Consent by Client:</b>			
Name	<u>M.R.M.</u>	Signature	<u>[Signature]</u>
	EMM-Project Manager		Date <u>30/06/15</u>





Metroprojects

DEVELOPMENT  
LEADERS IN THE DEVELOPMENT  
OF LIVING ENVIRONMENTS



GIBB  
ENGINEERING & ARCHITECTURE



Completion Certificate

Employer	:	Ekurhuleni Metropolitan Municipality
Project	:	Eden Park
Contract	:	A-HS 03/2013
Contractor	:	Motheo Construction Group
Date	:	30-Jun-15
File	:	

House Number

255/139

Top Structure Completion Certificate

It is hereby certified that the works have been completed in accordance with the Approved designs and specification as required by the NHBRC; the National Housing Code; the Housing Act No. 107 of 1997 as amended; the Gauteng Housing Act, No. 6 of 1998 as amended; The Housing Consumers Protection measures Act, No. 95 of 1998 as amended; the Local Authority by-laws; and the Services Agreement.

Certified by:			
Name	RC	Signature	[Signature]
	Principal Agent, Engineer/Representative		Date 30/06/2015
Name	[Signature]	Signature	[Signature]
	EMM Clerks of Works		Date 30/06/2015
Consent by Client:			
Name	M.R.M.	Signature	[Signature]
	EMM-Project Manager		Date 30/06/15



Metroprojects

DEVELOPMENT

LEADERS IN THE DEVELOPMENT OF LIVING ENVIRONMENTS



GIBB

THE INTERNATIONAL STANDARD



Completion Certificate

Employer	:	Ekurhuleni Metropolitan Municipality
Project	:	Eden Park
Contract	:	A-HS 03/2013
Contractor	:	Matheo Construction Group
Date	:	30-Jun-15
File	:	

House Number

256/139

Top Structure Completion Certificate

It is hereby certified that the works have been completed in accordance with the Approved designs and specification as required by the NHBRC; the National Housing Code; the Housing Act No. 107 of 1997 as amended; the Gauteng Housing Act, No. 6 of 1998 as amended; The Housing Consumers Protection measures Act, No. 95 of 1998 as amended; the Local Authority by-laws; and the Services Agreement.

Certified by:			
Name	RC	Signature	[Signature]
	Principal Agent, Engineer/Representative		Date 30/06/2015
Name	J.S. v. v. v.	Signature	[Signature]
	EMM Clerks of Works		Date 30/06/2015
Consent by Client:			
Name	N.M.M.	Signature	[Signature]
	EMM-Project Manager		Date 30/06/15



Metroprojects

DEVELOPMENT  
LEADERS IN THE DEVELOPMENT  
OF LIVING ENVIRONMENTS



GIBB  
THE NATIONAL BUSINESS



Completion Certificate

Employer	:	Ekurhuleni Metropolitan Municipality
Project	:	Eden Park
Contract	:	A-HS 03/2013
Contractor	:	Motheo Construction Group
Date	:	30-Jun-15
File	:	

House Number

259/139

Top Structure Completion Certificate

It is hereby certified that the works have been completed in accordance with the Approved designs and specification as required by the NHBRC; the National Housing Code; the Housing Act No. 107 of 1997 as amended; the Gauteng Housing Act, No. 6 of 1998 as amended; The Housing Consumers Protection measures Act, No. 95 of 1998 as amended; the Local Authority by-laws; and the Services Agreement.

Certified by:			
Name	RC	Signature	[Signature]
	Principal Agent, Engineer/Representative		Date 30/06/2015
Name	J.S.M.	Signature	[Signature]
	EMM Clerks of Works		Date 30/06/2015
Consent by Client:			
Name	M.E.M.	Signature	[Signature]
	EMM-Project Manager		Date 30/06/15



Metroprojects

DEVELOPMENT

LEADERS IN THE DEVELOPMENT OF LIVING ENVIRONMENTS



GIBB  
ENGINEERING & CONSTRUCTION

Completion Certificate

Employer	: Ekurhuleni Metropolitan Municipality
Project	: Eden Park
Contract	: A-HS 03/2013
Contractor	: Motheo Construction Group
Date	: 30-Jun-15
File	:

House Number 280/139

Top Structure Completion Certificate

It is hereby certified that the works have been completed in accordance with the Approved designs and specification as required by the NHBC; the National Housing Code; the Housing Act No. 107 of 1997 as amended; the Gauteng Housing Act, No. 6 of 1998 as amended; The Housing Consumers Protection measures Act, No. 95 of 1998 as amended; the Local Authority by-laws; and the Services Agreement.

Certified by:			
Name	<u>RC</u>	Signature	<u>[Signature]</u>
	Principal Agent, Engineer/Representative		Date <u>30/06/2015</u>
Name	<u>J S v G</u>	Signature	<u>[Signature]</u>
	EMM Clerks of Works		Date <u>30/06/15</u>
Consent by Client:			
Name	<u>M. L. M.</u>	Signature	<u>[Signature]</u>
	EMM-Project Manager		Date <u>30/06/15</u>





## TENDER OFFICE



**Ekurhuleni**  
METROPOLITAN MUNICIPALITY

BID ADJUDICATION COMMITTEE 10 JUNE 2013

Our ref: HS 01-2013  
Enquiries: Johann Gertzen  
Tel. no.: (011) 898-6709

Date: 25 June 2013

JR SEKWELE AND PHINDI'S PROJECT JV  
51 P A DU PLESSIS AVENUE  
NORKEM PARK  
KEMPTON PARK  
1619

Fax no.: (086) 694 9040  
Tel. no.: (011) 042 9620

Sir

**CONTRACT NUMBER HS 01-2013: CONSTRUCTION OF SUBSIDISED HOUSES IN THE FOLLOWING TOWNSHIPS AND CCA's: 169 HOUSES IN EDEN PARK WEST AND EDEN PARK WEST EXTENSION 1, ALBERTON CCA: 100 HOUSES IN MOLELEKI EXTENSION 1 AND 2, KATLEHONG 2 CCA: 80 HOUSES IN MAGAGULA HEIGHTS, KATLEHONG 2 CCA**

You are hereby advised that the City Manager in terms of his delegated powers, when considering Item C-HS 02-2013, resolved on 20 June 2013 inter alia as follows:

- "4. That bid no 1, J R Sekwele and Phindi's Project JV of 51 P A du Plessis Avenue, Norkem Park, Kempton Park, 1619, Telephone number 011 042 9620, fax number 086 694 9040, being the only acceptable bid for Contract HS 01-2013: The construction of 100 subsidised houses in Moleleki Extension 1 and 2, Katlehong 2 CCA, at an estimated contract amount of R8 284 808.00 (Excluding VAT, contingencies, transfer costs and beneficiary administration) **BE ACCEPTED and APPROVED**, subject to the provision that an original NHRC certificate **BE SUBMITTED** to the acting Head of Department; Human Settlements **PRIOR** to commencement of the works, but not later than 14 days after having been informed of the award of the bid, and further subject thereto that the bidder accepts the offer in writing within 7 days after the date of notification of the award of the bid."

Your attention is drawn to the following conditions which must be adhered to within fourteen (14) days from the date of receipt of this letter:

1. A copy of your latest Municipal Account/s, to confirm payment for services rendered by the relevant Local Authority/s are not in arrears for more than 30 days must **BE SUBMITTED** to the Finance Department.

*Set*

2. The necessary Contractors All Risks Insurance, Contract Work Insurance, Public Liability Insurance (in the amount of R5 000 000.00) and a coupon for Special Risk Insurance (SASRIA) Issued by the South African Special Risk Insurance Association as prescribed by the Council's Insurer for the contract must **BE OBTAINED AND MAINTAINED** by you as contractor at your own cost throughout the contract period and a copy thereof must **BE SUBMITTED** to the Finance Department **PRIOR** to commencement of the works, but not later than 14 days after having been informed of the acceptance of this bid.
3. Your current valid original Tax Clearance Certificate must **BE RE-SUBMITTED** to the Finance Department.
4. You will **NOT BE ALLOWED** to commence with this contract **PRIOR** to the submission of documents referred to in resolution 4 and conditions 1, 2 and 3 above.
5. In terms of the amendment of Section 20 of the Value Added Tax Act 89 of 1991, by the Revenue Laws Amendment Act 45 of 2003, it would be compulsory for all vendors to display the VAT registration number of debtors to whom an invoice is issued, with effect from 01 March 2005. The Council's VAT registration number 4280193493 ~~must~~ therefore appear on all invoices issued to Council.

**A copy of this letter and the relevant documents must be submitted to the Finance Head Office (Creditors Section), 5th Floor, Sanburn Building, 68 Woburn Avenue, BENONI, 1601, for attention Accountant: Contract Payments.**

Should you have any further enquiries, please do not hesitate to contact Johann Gertzen at Telephone number (011) 999-8709

  
Executive Manager: Tenders and Procurement  
I.A. RAUTENBACH  
EKURHULENI METROPOLITAN MUNICIPALITY

  
Director Expenditure  
M.A.M. MYEZA  
EKURHULENI METROPOLITAN MUNICIPALITY



EKURHULENI  
METROPOLITAN  
MUNICIPALITY  
INTERNAL AUDIT  
22 JAN 2013  
NUMBER 26  
SIGNATURE



EKURHULENI METROPOLITAN  
MUNICIPALITY  
22 -01- 2013  
TENDER OFFICE  
WINNIE MAJOLA

**Ekurhuleni**  
METROPOLITAN MUNICIPALITY

HUMAN SETTLEMENTS DEPARTMENT

EKURHULENI METROPOLITAN MUNICIPALITY  
BEE VERIFICATION - ATTACHED / NOT ATTACHED  
FINANCIAL STATEMENT - ATTACHED / NOT ATTACHED  
TAX CLEARANCE CERTIFICATE - ATTACHED / NOT ATTACHED  
WINNIE MAJOLA

CONTRACT NUMBER: HS 01-2013

BID DOCUMENT

(IN COMPLIANCE WITH THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011 PUBLISHED IN  
GOVERNMENT GAZETTE NO. 34350 OF 8 JUNE 2011)

CONSTRUCTION OF SUBSIDIZED HOUSES IN THE FOLLOWING TOWNSHIPS AND CCA's  
169 HOUSES IN EDEN PARK WEST AND EDEN PARK WEST EXTENSION 1, ALBERTON CCA  
100 HOUSES IN MOLELEKI EXT 1 AND 2: KATLEHONG 2 CCA  
80 HOUSES IN MAGAGULA HEIGHTS: KATLEHONG 2 CCA

CIDB GRADING: 6GB or 5GBPE EDEN PARK WEST AND EXTENSION 1  
5GB or 4GBPE MOLELEKI EXTENSION 1 AND 2 & MAGAGULA HEIGHTS

ISSUED BY:	PREPARED BY:	PREPARED FOR:
Department of Finance Bid Office (Bid Initiation Section)  68 Woburn Avenue BENONI 1501  Private Bag X 65 BENONI 1500  Tel: (011) 999-6540/6567 Fax: (011) 999-7511	Name of Consulting Engineer, or if in-house: Dept / Division,  Human Settlements Department: Human Settlement Development Benoni Mr. JIM GORDON Tel: (011) 999-6709 Fax: (011) 999-7518 22 JAN 2013 NUMBER 26 SIGNATURE	Department: Section: Region: Customer Care Centre,  Human Settlements Department: Human Settlement Development Benoni  Southern Region Alberton CCA  Mr. D Morema Tel: (011) 999- 6709 Fax: (011) 999-7518

NAME OF BIDDER (BIDDING ENTITY)  
(FULL NAME, i.e. (CC, (Pty) Ltd, Ltd,  
JV/CONSORTIUM, SOLE PROPRIETOR  
etc.)

TEL NUMBER

FAX NUMBER

: JR SEKWELE 3 PHINDIS PROJECT JV

: (011) 042 9620

: 086 694 9640

## NOTICE TO BIDDERS

### VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an "Acceptable bid", and as such will be rejected.

"Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents.

#### A BID WILL BE REJECTED:

1. If a **VALID ORIGINAL** tax clearance certificate or copy thereof (or in the case of a joint venture or consortium, of all the partners in the joint venture or consortium) has not been submitted with the bid document on closing date of the bid. **(An expired tax clearance certificate submitted at the closure of the bid will NOT be accepted)**  
In bids where Consortia and Joint Ventures are involved, each party must submit a separate Tax Clearance Certificate.  
Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).  
Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).
2. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
3. In the event of a failure to complete and sign the schedule of quantities as required, i.e. only lump sums provided.
4. In the event of there being scratching out, writing over or painting out rates or information, affecting the evaluation of the bid, without initialling next to the amended rates or information
5. In the event of the use of correction fluid (eg. tippex), any erasable ink, or any erasable writing instrument (e.g. pencil)
6. In the event of non-attendance of compulsory information session
7. If the Bid has not been properly signed by a person having the authority to do so. **(Refer to Declaration)**
8. If particulars required in respect of the bid have not been completed, except if only the Broad –Based Black Economic Empowerment Certificate as provided for in Regulation 10 of The Preferential Procurement Regulations 2011, is not submitted, the bid will not be disqualified but no preference points will be awarded.
9. If the bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
10. If the bid has been submitted either in the wrong bid box or after the relevant closing date and time.
11. If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal entity, are in arrears for more than three months
12. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
13. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
  - (a) who is in the service of the state; or,
  - (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;



**NOTE:**

1. IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.

- 1.1. CLIENT, EMPLOYER, EKURHULENI METROPOLITAN MUNICIPALITY (EMM).
- 1.2. BID, TENDER AND VARIATIONS THEREOF
- 1.3. JOINT VENTURE / CONSORTIUM

2. **Very important notice** Bidders must note that only information filled in at the spaces provided therefore in the bid document will be considered for evaluation purposes unless additional space is required and then only if the location of the additional information in the attachments is properly referred to by page number and section heading. Information supplied anywhere else will be disregarded which may lead to the rejection of the bid.
3. **The attachment or inclusion of information not specifically asked for is not desirable and lead to delays in the awarding of bids. This includes Company Profiles and CV's if not specifically requested**

**EKURHULENI METROPOLITAN MUNICIPALITY**

DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: HS 01-2013

FOR: THE CONSTRUCTION OF SUBSIDIZED HOUSES IN THE FOLLOWING TOWNSHIPS AND CCA'S  
 169 HOUSES IN EDEN PARK WEST AND EDEN PARK WEST EXTENSION 1, ALBERTON CCA  
 100 HOUSES IN MOLELEKI EXTENSION 1 AND 2, KATLEHONG 2 CCA  
 80 HOUSES IN MAGAGULA HEIGHTS, KATLEHONG 2 CCA

**SUMMARY FOR BID OPENING PURPOSES**

NAME OF BIDDING ENTITY: JR SEKWELE & PHINDI'S PROJECT JV

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:	
51 PA DU PLESSIS AVENUE	51 PA DU PLESSIS AVENUE	EKURHULENI METROPOLITAN MUNICIPALITY 22-01-2013 TENDER OFFICE PUMZA TWAYISE
NOLKEM PARK	NOLKEM PARK	
KEMPTON PARK	KEMPTON PARK	
1619	1619	

TELEPHONE NUMBER : (011) 042 9620

FAX NUMBER : 086 694 9040

E-mail ADDRESS : sekwele@jassociates.co.za

CONTRACT PRICE : R 25 004 705,28  
 (Amount brought forward from the Form of Offer and Acceptance)\*

Signed by authorised representative of the Bidding Entity: .....

DATE: 21/01/2013

- Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

**EKURHULENI METROPOLITAN MUNICIPALITY INTERNAL AUDIT**

22 JAN 2013

NUMBER 26

SIGNATURE

EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: HS 01-2013

FOR THE CONSTRUCTION OF SUBSIDIZED HOUSES IN THE FOLLOWING TOWNSHIPS AND CCA's  
169 HOUSES IN EDEN PARK WEST AND EDEN PARK WEST EXTENSION 1, ALBERTON CCA  
100 HOUSES IN MOLELEKI EXTENSION 1 AND 2, KATLEHONG 2 CCA  
80 HOUSES IN MAGAGULA HEIGHTS, KATLEHONG 2 CCA

*NB This list of contents indicates the standard sequence for the various parts of the Bid.*

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EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: HS 01-2013

FOR THE CONSTRUCTION OF SUBSIDIZED HOUSES IN THE FOLLOWING TOWNSHIPS AND CCA's  
169 HOUSES IN EDEN PARK WEST AND EDEN PARK WEST EXTENSION 1, ALBERTON CCA  
100 HOUSES IN MOLELEKI EXTENSION 1 AND 2, KATLEHONG 2 CCA  
80 HOUSES IN MAGAGULA HEIGHTS, KATLEHONG 2 CCA

**PART T1 BIDDING PROCEDURES**

T1.1 BID NOTICE AND INVITATION TO BID

T1.2 BID DATA

## T1.1 BID NOTICE AND INVITATION TO BID

ADVERTISED IN: SOWETAN / STAR  
PUBLISHING DATE: 23 NOVEMBER 2012  
NOTICE/REF. NO.: PRN 21/2012

### EKURHULENI METROPOLITAN MUNICIPALITY

Bids are hereby invited for the following:  
HUMAN SETTLEMENTS  
Human Settlement Development

<u>CONTRACT NO.:</u>	<u>DESCRIPTION:</u>	<u>DOC. FEE</u>	<u>CLOSING DATE:</u>
HS 01/2013	Construction of subsidized houses in the following Township and CCA's: 169 houses in Eden Park West and Eden Park West Extension 1, Alberton CCA, 100 houses in Moleleki Extension 1 and 2, Kallehong 2 CCA and 80 houses in Magagula heights, Kallehong 2 CCA.	R250.00	22 JANUARY 2013

Preference will be given to local Ekurhuleni based companies and bidders must note that this bid may be awarded to more than one bidder. Bidders must note that certain works under this Bid may only be constructed using labour-based construction methods and must limit the utilization of their permanently employed personnel to Key Personnel and all other personnel and labourers must be recruited locally

Bidders must be registered with the Construction Industry Development Board (CIDB) in a contractor grading designation determined in accordance with the sum tendered for a 6 GB or 5 GB class of construction work. Enterprises who have a 5 GB PE or 4 GB PE grading may also submit bids.

Acceptable bids will be evaluated by using a system that awards points on the basis of 90 points for bid price and a maximum of 10 points for the Broad-Based Black Economic Empowerment (B-BBEE) status level of contributor.

**PLEASE NOTE THAT A VALID ORIGINAL OR COPY OF A COMPANY'S TAX CLEARANCE CERTIFICATE (OR IN THE CASE OF A JOINT VENTURE, OF ALL THE PARTNERS IN THE JOINT VENTURE) MUST BE SUBMITTED WITH THE BID DOCUMENT**

Bid documents will be available as from 12:00 on **MONDAY, 26 NOVEMBER 2012, and thereafter on weekdays from 08:00 until 15:00 ONLY**, upon payment of a cash non-refundable document fee of **R 250-00 per set**, at the Tender Offices, Ground Floor, 68 Woburn Avenue, Benoni. (Tel. No. (011) 999-6540/6567)

A compulsory information session for **EDEN PARK WEST & WEST EXT 1** will be held at 09:30 on **WEDNESDAY, 05 DECEMBER 2012**. Prospective bidders are requested to meet on the said date and time at: **BOARD ROOM 127, 29 LAKEVIEW CRESCENT, KLEINFONTEIN LAKE OFFICE PARK, OFF PIONEER ROAD, BENONI.**

A compulsory information session for **MOLELEKI EXTENSION 1 AND 2** will be held at 10:15 on **WEDNESDAY, 05 DECEMBER 2012**. Prospective bidders are requested to meet on the said date and time at: **BOARD ROOM 127, 29 LAKEVIEW CRESCENT, KLEINFONTEIN LAKE OFFICE PARK, OFF PIONEER ROAD, BENONI**

A compulsory information session for **MAGAGULA HEIGHTS** will be held at 11:00 on **WEDNESDAY, 05 DECEMBER 2012**. Prospective bidders are requested to meet on the said date and time at: **BOARD ROOM 127, 29 LAKEVIEW CRESCENT, KLEINFONTEIN LAKE OFFICE PARK, OFF PIONEER ROAD, BENONI**. Bid documentation will not be available at the compulsory information session.

Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be sealed and externally endorsed with the **CONTRACT NUMBER AND DESCRIPTION**



and placed in bid box number ELEVEN (11), on the Ground Floor, 68 Woburn Avenue, Benoni, not later than 10:00 on TUESDAY, 22 JANUARY 2013. Bids will be opened immediately thereafter, in public, in the Conference Room, Ground Floor, at above-mentioned address. All bids shall hold good for 120 days as from the closing date of bids.

Bids which are not received and/or deposited in the specified bid box before 10:00 on the closing date for the bid mentioned hereinbefore, will be marked as late bids and such bids shall in terms of the SCM Policy of the Ekurhuleni Metropolitan Municipality, not be considered by the Council as valid bids.

Enquiries must be directed to Mr. Johan Gertzen at telephone number (011) 999 - 6709.

Bidders attention is specifically drawn to the provisions of the bid rules which are included in the bid documents. The lowest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid not suitably endorsed or comprehensively completed, as well as the right to accept a bid in whole or part. Bids completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the EMM.

**TELEFAX OR E-MAIL BIDS ARE NOT ACCEPTABLE**

**MR. K. NGEMA  
CITY MANAGER  
EMM**

## T1.2 BID DATA

The conditions of bid are the **Standard Conditions of Tender** as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement as printed in the **Government Gazette No. 31823** dated **30 January 2009**. A copy is attached hereto, immediately after page 13.

The under mentioned items of data and deviations will have precedence over the Standard Conditions of bid conditions in Annex F.

The **Standard Conditions of Bid** for Procurements make several references to the bid data for details that apply specifically to this bid. The bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid.

Clause number	Data
F.1.1 ACTIONS	The Employer is: The City Manager Ekurhuleni Metropolitan Municipality Private Bag 1069 Germiston 1400
F.1.2 TENDER DOCUMENTS	The bid documents issued by the Employer comprise:  <b>THE BID</b>  <b>Part T1 Bidding procedures</b> Part T1.1 Bid notice and invitation to bid Part T1.2 Bid data  <b>Part T2 Returnable documents</b> Part T2.1 List of returnable documents Part T2.2 Returnable schedules  <b>THE CONTRACT</b>  <b>Part C1 Agreements and contract data</b> C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Agreement in terms of Occupational Health and Safety Act, 1993  <b>Part C2 Pricing Data</b> C2.1 Pricing Instructions C2.2 Pricing Schedule  <b>Part C3 Scope of Works</b> C3 Scope of Works  <b>Part C4 Site Information</b> C4 Site Information

Clause number	Data
<p>F.1.4 COMMUNICATION AND EMPLOYER'S AGENT</p>	<p>The Employer's agent is: Name: J.H Gertzen Address: 29 Lakeview Crescent Kleinfontein Lake Office Park off Pioneer Road Benoni Tel: 011-999-6709 Fax: 0866239567 E-mail: johann.gertzen@ekurhuleni.gov.za</p>
<p>F.2.1 ELIGIBILITY</p>	<p>Only those bidders who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit bids.</p> <p>Only those bidders who are registered with the CIDB in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>6GB or 5 GBPE</b> class of construction work, in respect of Eden Park West and Eden Park West Extension 1 and <b>5GB or 4GBPE</b> class of construction work, in respect of Moleleki Extension 1 and 2 and Magagula Heights or by a contractor who is registered as a potential emerging enterprise in terms of these regulations at a contractor grading designation one level lower than the required class as specified above are eligible to submit bids; provided that the employer:</p> <ul style="list-style-type: none"> <li>(a) is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and</li> <li>(b) ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract.</li> </ul> <p>Joint Ventures are eligible to submit bids provided that:</p> <ul style="list-style-type: none"> <li>(1) each member of the joint venture is registered with the CIDB,</li> <li>(2) the lead partner has a contractor grading designation in the <b>5 GB or 4 GB</b> class of construction work; and</li> <li>(3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (according to the CIDB website Joint Venture Grading Designation Calculator) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>6GB and 5GB</b> class of construction work.</li> </ul>
<p>F.2.7 CLARIFICATION MEETING</p>	<p>The arrangements for a compulsory information session:</p> <p><b>EDEN PARK WEST &amp; WEST EXT 1</b> will be held at <b>09:30</b> on <b>WEDNESDAY, 05 DECEMBER 2012</b>. Prospective bidders are requested to meet on the said date and time at: <b>BOARD ROOM 127, 29 LAKEVIEW CRESCENT, KLEINFONTEIN LAKE OFFICE PARK, OFF PIONEER ROAD, BENONI</b>.</p> <p><b>MOLELEKI EXTENSION 1 AND 2</b> will be held at <b>10:15</b> on <b>WEDNESDAY, 05 DECEMBER 2012</b>. Prospective bidders are requested to meet on the said date and time at: <b>BOARD ROOM 127, 29 LAKEVIEW CRESCENT, KLEINFONTEIN LAKE OFFICE PARK, OFF PIONEER ROAD, BENONI</b>.</p> <p><b>MAGAGULA HEIGHTS</b> will be held at <b>11:00</b> on <b>WEDNESDAY, 05 DECEMBER 2012</b>. Prospective bidders are requested to meet on the said date and time at: <b>BOARD ROOM 127, 29 LAKEVIEW CRESCENT, KLEINFONTEIN LAKE OFFICE PARK, OFF PIONEER ROAD, BENONI</b>.</p>

Clause number	Data
<p>F.2.12 ALTERNATIVE TENDER OFFERS</p>	<p>If a bidder wishes to submit an alternative bid offer, the only criteria permitted for such alternative bid offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's HOD: Human Settlements.</p> <p>The price for a top structure shall not exceed the subsidized price of R62 848.00 (excluding VAT, Escalation, transfer costs &amp; beneficiary administration) Bids exceeding R62 848.00 will be rejected.</p> <p>Bidder may however submit a lower price for the construction of a top structure than the subsidized price of R62 848.00 (excluding VAT, Escalation, transfer costs &amp; beneficiary administration)</p> <p>Calculations, drawings and all other pertinent technical information and characteristics, as well as modified or proposed Pricing Data must be submitted with the alternative bid offer to enable the Employer to evaluate the efficiency of the alternative and its principal elements, to take a view on the degree to which the alternative, and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative bid offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the bidder, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Bid Data must include an amount equal to 5% of the amount bid for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
<p>F.2.13.1 SUBMITTING A TENDER OFFER</p>	<p>Bidders may <b>not</b> offer to provide any of the parts, or combinations thereof, of the works, services or supply identified in the contract data. Only one bidder shall be appointed for each of the three projects.</p>
<p>F.2.13.3 SUBMITTING A TENDER OFFER</p>	<p>The <b><i>whole original</i></b> bid document, <b><i>as issued by the EMM</i></b>, shall be submitted. <b><i>No copies will be accepted.</i></b></p> <p>Bids may only be submitted on the Bid documentation issued by the EMM.</p>
<p>F.2.13.5 SUBMITTING A TENDER OFFER</p>	<p>The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are:</p> <p>Location of bid box: Bid box number <b>ELEVEN (11)</b></p> <p>Physical address: Finance Head Office Building Ground Floor 68 Woburn Avenue Benoni</p> <p>Identification details: Contract Number: <b>HS 01-2013</b></p> <p>The construction of subsidized houses in the following Townships and CCA's</p> <p>169 houses in Eden Park West and Eden Park West Extension 1, Alberton-CCA</p> <p>100 houses in Moleleki Extension 1 and 2, Kaitshong 2 CCA</p> <p>80 houses in Magagula Heights, Kaitshong 2 CCA</p>
<p>F.2.15 CLOSING TIME</p>	<p>The closing time for submission of bid offers is:</p> <p><b>10:00 on TUESDAY, 22 JANUARY 2013</b></p> <p>Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will <b>not</b> be accepted.</p>
<p>F.2.16 TENDER OFFER VALIDITY</p>	<p>The bid offer validity period is <b>120 days</b></p>

Clause number	Data
F.2.18 PROVIDE OTHER MATERIAL	The bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.19 INSPECTIONS, TESTS AND ANALYSIS	Access must be provided for the following inspections, tests and analysis: Concrete mix for the foundation and mortar for the construction of the houses.
F.2.23 CERTIFICATES	<p>The bidder is required to <i>submit with his bid</i>.</p> <ol style="list-style-type: none"> <li>(1) <i>In order to obtain B-BBEE Status Level points in terms of the provisions of Regulations 5(2) or 6(2) of the Preferential Procurement Regulations, 2011, if a bidder is an Exempted Micro Enterprise (EME) in terms of the Broad-Based Black Economic Empowerment Act, Act No. 53 of 2003, a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, Act No. 69 of 1984) or an accredited verification agency, in compliance with the requirements of Regulation 10 of the Preferential Procurement Regulations, 2011;</i></li> <li>(2) <i>In order to obtain B-BBEE Status Level points in terms of the provisions of Regulations 5(2) or 6(2) of the Preferential Procurement Regulations, 2011 if a bidder is not an Exempted Micro Enterprise (EME) in terms of the Broad-Based Black Economic Empowerment Act, Act No. 53 of 2003, an original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating its B-BBEE rating, in compliance with the requirements of Regulation 10 of the Preferential Procurement Regulations, 2011;</i></li> <li>(3) <i>A valid original Tax Clearance Certificate or copy thereof, issued by the South African Revenue Services;</i></li> <li>(4) <i>If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No. 71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years, in other words, three full sets of consecutive financial years' financial statements must be submitted, (unless the bidder was only established or commenced business within the past three (3) years in which case all of its annual financial statements must be submitted).</i></li> <li>(5) <i>If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the two immediately preceding financial years, in other words, three full sets of consecutive financial years' financial statements must be submitted, (unless the bidder was only established or commenced business within the past three (3) years in which case all of its annual financial statements must be submitted).</i></li> <li>(6) <i>Annual financial statements submitted must comply with the requirements of the Companies Act or the Close Corporations Act. Summaries and/or extracts or drafts of annual financial statements shall not be acceptable and shall result in the</i></li> </ol>

<p>reflection of the bid</p> <p>(1) - If a bidder is not required by law to have its annual financial statements audited or independently reviewed or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted.</p> <p>(2) - A valid original or certified enrollment certificate issued by the NHBC</p>	<p>F.3.4.1</p> <p>OPENING OF BIDS</p> <p>Immediately after the closing time for submission of bid.</p> <p>Location: Conference Room, Ground Floor, EMM Finance Head Office, 68 Woburn Avenue, BENONI</p>	<p>F.3.5</p> <p>TWO-ENVELOPE SYSTEM</p> <p>A two-envelope procedure will not be followed.</p>	<p>F.3.9</p> <p>ARTHEMETICAL ERRORS</p> <p>3.9.1</p> <p>Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <p>(a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</p> <p>(b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the rate shall govern and the line item total shall be corrected.</p> <p>(c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals.</p> <p>Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above.</p>	<p>F.3.11</p> <p>EVALUATION OF BID OFFERS</p> <p>The preference procedure for evaluation of responsive bid offers shall be the 90/10 point preference system, being a maximum of 90 points for price and a maximum of 10 points for B-BEE Status level of Contributor substantiated by the Broad-Based Black Economic Empowerment Status Level Certificate to be submitted in accordance with Regulation 10 of the Preferential Procurement Regulations, 2011 in full compliance with Form 2.3.3.</p>	<p>F.3.13.1</p> <p>ACCEPTANCE OF BID OFFER</p> <p>Bids containing any one or more of the errors or omissions, or bids not having complied with any one of the peremptory bid conditions as detailed on page 2 of this bid document, shall not be considered and shall automatically be rejected.</p>	<p>F.3.18</p> <p>PROVIDE COPIES OF THE CONTRACTS</p> <p>The number of paper copies of the signed contract to be provided by the Employer is three.</p>
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<p>ADDITIONAL CONDITIONS APPLICABLE TO THIS BID</p>	<p>The additional conditions of bid are:</p> <ol style="list-style-type: none"> <li>1. The Employer may also request that the bidder provide written evidence that his financial, labour and other resources are adequate for carrying out the contract.</li> <li>2. The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations.</li> <li>3. The Employer reserves the right to appoint a different Contractor for each of the three projects in the CCA areas, as detailed in C3.1.4. The bidder shall be required to complete the Form of Offer and Acceptance (C1.1), the Pricing Schedule and Scope of Works for the three projects which they intend to bid for.</li> </ol> <p><b>The highest scoring bidder's price as quoted in the bid document will be offered to the second and third highest scoring bidders</b></p> <ol style="list-style-type: none"> <li>4. The Employer may appoint more than one Contractor on this project, subject to the specific conditions agreed to in the Form of Acceptance. A bid will only be awarded to a bidder once.</li> <li>5. Labour Statistics must be submitted monthly together with invoices submitted for payment to the HOD Human Settlements Development. The EPWP format must be used and can be obtained from the employer. If invoices are not submitted on a monthly basis, the labour statistics must still be submitted on a monthly basis to the HOD Human Settlements Department in the prescribed format. If the labour statistics are not submitted as requested, payment of invoices will be delayed until the labour statistics are received.</li> <li>6. The bid document shall be submitted as a whole and shall not be taken apart.</li> <li>6. <b>List of returnable documents (PART T2) must be completed in full.</b> (A bidder's company profile will not be used by the EMM to complete PART T2 on behalf of the bidder)</li> </ol> <p><b>NB: If PART T2 is not completed in full by the bidder, this offer will be rejected.</b></p>

ANNEX F  
(normative)

Standard Conditions of Tender

These Standard Conditions of tender that follow below are identical to that contained in Annex F of the CIDB Revised Standard for Uniformity in Construction Procurement, published in terms of the Construction Industry Development Board Act, 2000 (Act No 38 of 2000) published in the Government gazette No 31823 of 30 January 2009 which can be obtained from the CIDB web page ([cidb.org.za](http://cidb.org.za)).

**F.1 General**

**F.1.1 Actions**

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

**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 decision where 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 decision taken.

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

**F.1.2 Tender Documents**

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

**F.1.3 Interpretation**

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

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

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

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personnel interests which make it difficult to fulfil his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personnel or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis.
- 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; and



- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

**F.1.4 Communication and Employer's agent**

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

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

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

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

**F.1.6 Procurement procedures**

**F.1.6.1 General**

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

**F.1.6.2 Competitive negotiation procedure**

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

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

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

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

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

**F.1.6.3.1 Option 1**

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

tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

**F.1.6.3.2 Option 2**

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

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

**F.2 Tenderer's obligations**

**F.2.1 Eligibility**

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

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

**F.2.2 Cost of tendering**

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.

**F.2.3 Check documents**

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

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

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

**F.2.5 Reference documents**

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

**F.2.6 Acknowledge addenda**

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

**F.2.7 Clarification meeting**

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

**F.2.8 Seek clarification**

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

**F.2.9 Insurance**

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

**F.2.10 Pricing the tender offer**

- F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
- F.2.10.2** Show VAT payable by the Employer separately as an addition to the tendered total of the prices.
- F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.
- F.2.11 Alterations to documents**  
Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.
- F.2.12 Alternative tender offers**
- F.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted, as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
- F.2.13 Submitting a tender offer**
- F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- F.2.14 Information and data to be completed in all respects**  
Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- F.2.15 Closing time**

- F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- F.2.15.2 Accept that if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- F.2.16 Tender offer validity**
- F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".
- F.2.17 Clarification of tender offer after submission**
- Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
- Note:** Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.
- F.2.18 Provide other material**
- F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
- F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.
- F.2.19 Inspections, tests and analysis**
- Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
- F.2.20 Submit securities, bonds, policies, etc.**
- If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
- F.2.21 Check final draft**
- Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.
- F.2.22 Return of other tender documents**
- If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.
- F.2.23 Certificates**
- Include in the tender submission or provide the employer with any certificates as stated in the tender data.
- F.3 The employer's undertakings**
- F.3.1 Respond to requests from the tenderer**

- F.3.1.1** Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.
- F.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:
- 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;
  - the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
  - in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.
- F.3.2 Issue Addenda**  
If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.
- F.3.3 Return late tender offers**  
Return tender offers received after the closing time stated in the Tender Data, unopened (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.
- F.3.4 Opening of tender submissions**
- F.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
- F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion, for the main tender offer only.
- F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.
- F.3.5 Two-envelope system**
- F.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
- F.3.5.2** Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.
- F.3.6 Non-disclosure**  
Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
- F.3.7 Grounds for rejection and disqualification**  
Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
- F.3.8 Test for responsiveness**
- F.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:
- complies with the requirements of these Conditions of Tender.

- F.3.8.2 c) This response to the other requirements of the tender documents is one that conforms to all the terms, conditions and specifications of the tender. The Employer's opinion would be that the Employer would not have a material deviation or qualification of qualification is one which in the Employer's opinion, would significantly affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work.
- d) significantly change the Employer's risks and responsibilities under the contract; or
- e) affect the competitive position of other tenders presenting responsive tenders, if it were to be rectified.
- Reflect a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- F.3.9 **Arithmetical errors, omissions and discrepancies**
- F.3.9.1 Check responsive tender offers 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 tender with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11.1.
- 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 quantity in bills of quantities or schedules of prices; or
  - (iv) the summation of the prices.
- F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.
- F.3.9.4 Where the tenderer objects to confirm the tender offer as tendered, correct the errors as follows:
  - a) If the 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/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**
- F.3.11.1 **General**
- Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.
- F.3.11.2 **Method: Financial offer**
- In the case of a financial offer:
  - a) Rank tender offers from the most favourable to the least favourable comparative offer.
  - b) Recommend highest ranked tender for the award of the contract, unless there are compelling and justifiable reasons not to do so.
  - c) Re-rank all tenders should there be compelling and justifiable reasons not to recommend the highest ranked tender and recommend the highest ranked tender, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.
- F.3.11.3 **Method 2: Financial offer and preference**
- In the case of a financial offer and preference:
  - a) Rank tender offers from the most favourable to the least favourable comparative offer.
  - b) Recommend highest ranked tender for the award of the contract, unless there are compelling and justifiable reasons not to do so.
  - c) Re-rank all tenders should there be compelling and justifiable reasons not to recommend the highest ranked tender and recommend the highest ranked tender, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:  

$$T_{EV} = N_{FO} + N_P$$
 where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7,  
 $N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

**F.3.11.4 Method 3: Financial offer and quality**

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:  

$$T_{EV} = N_{FO} + N_Q$$
 where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7,  
 $N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.
- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

**F.3.11.5 Method 4: Financial offer, quality and preferences**

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preferences claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:  

$$T_{EV} = N_{FO} + N_P + N_Q$$
 where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7,  
 $N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8,  
 $N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.
- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the

EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

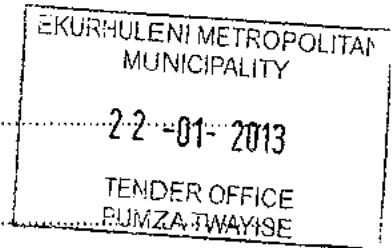
CONTRACT NO: HS 01-2013

FOR THE CONSTRUCTION OF SUBSIDIZED HOUSES IN THE FOLLOWING TOWNSHIPS AND CCA's  
169 HOUSES IN EDEN PARK WEST AND EDEN PARK WEST EXTENSION 1, ALBERTON CCA  
100 HOUSES IN MOLELEKI EXTENSION 1 AND 2, KATLEHONG 2 CCA  
80 HOUSES IN MAGAGULA HEIGHTS, KATLEHONG 2 CCA

**PART T2 LIST OF RETURNABLE DOCUMENTS**

*The bidder must complete the following returnable documents.*

- T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES.....
- T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES.....
- T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT.....
- T2.4 OTHER DOCUMENTS THAT WILL BE INCLUDED IN THE CONTRACT



**NOTE:**

Although the documents under Part T2 is headed "Returnable Documents" in line with the CIDB model, these are not the only documents to be returned together with the bid. All the documents indicated on Part T1, must be completed and signed where applicable and submitted as a **complete set of documents**



## T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES

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**FORM 2.1.1 SCHEDULE OF CONSTRUCTIONAL PLANT**

The Bidder shall state below what Constructional Plant will be available for the work should he be awarded the Contract.

DESCRIPTION, SIZE, CAPACITY	NUMBER
BOMAG ROLLERS	2
MOBILE BATCH PLANT	1
TATA READMIX TRUCK	1
POWER FLOATS	4
SCAFFOLDING & TRUSSES	PLENTY
RAMMERS	4
BARRIES / LDVs	4
MERCEDES BENZ SPRINTER TRUCK	1
DUMP LEVEL	3
TRAILERS	3

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 TENDER OFFICE  
 PUMZA TWAYISE

DESCRIPTION, SIZE, CAPACITY	NUMBER
<u>MAJOR EQUIPMENT TO BE HIRED</u> TLB TIPPER TRUCKS EXCAVATORS ROLLERS	1 2 1 1
EKURHULENI METROPOLITAN MUNICIPALITY  22-01-2013  TENDER OFFICE PUMZA TWAYISE	

**FORM 2.1.2 SIZE OF ENTERPRISE AND CURRENT WORKLOAD**

What was your turnover in the previous financial year? R. \_\_\_\_\_

What is the estimated turnover for your current financial year? R. \_\_\_\_\_

Physical facilities:

Provide information on offices, factories, yards and warehouses occupied by your enterprise (attach details of the space provided is not enough)

Description	Address	Area (m <sup>2</sup> )

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 PLUMZA TWAYISE  
 GEMME STATUS - (COMPULSORY)

**TO BE COMPLETED FOR STATISTICAL PURPOSES ONLY AND WILL NOT BE USED FOR EVALUATION PURPOSES**

Provide details on the following

Sector/Sub-Sector in accordance with the Standard Industrial Classification	
Total Full-time Equivalent of paid Employees	
Total Annual Turnover	
Total Gross Asset Value	
Size or Class (Medium, Small, Very Small, Micro)	

**NOTE :** If all of the above does not adhere to the definition of a single class, use the total Annual Turnover only to decide on the class.

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PUMBA DWAYISE

List your current contracts and obligations:

Description	Value (R)	Start date	Duration	Expected completed date

Do you have the capacity to supply the goods and services described in this bid, should the contract be awarded to you? *yes*

**FORM 2.1.3 STAFFING PROFILE**

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Own staff: gender and race	Number of staff
Staff to be employed for the project: gender and race	Number of staff

The Bidder shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the project should his Bid be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

DESIGNATION	NAME OF	NATIONALITY	SUMMARY OF			NQF 7 Certified Yes/No
	(i) NOMINEE (ii) ALTERNATE		QUALIFICATIONS	EXPERIENCE AND OCCUPATION	PRESENT	
HEADQUARTERS Partner/director						
Project manager						
Other key staff (give designation)						
CONSTRUCTION MONITORING Site Agent						
Engineer on Site						
Construction supervisor (give designation)						
Other key staff (give designation)						

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 22-01-2013  
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FORM 2.1.6 FINANCIAL ABILITY TO EXECUTE THE PROJECT

Provide details on the surety you will provide if the bid is awarded to you

AMOUNT

Which of the following institutions will provide surety?

- Bank registered in terms of the Bank Act 1990 (Act 94 of 1990): ABSA
- Insurance Company registered in terms of the Short Term Insurance Act 1998 (Act 53 of 1998): NURCHA (Tusk)
- Cash: INTERNAL FUNDS

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

Month no	Amount (VAT included)			Cumulative cash flow
	a Received	b Payments made	a - b Net cash flow	
1				
2				
3				
4			g	l+g=m
5			h	m+h=n
6			Etc.	Etc.
8				
9				
10				
11				
12				

Maximum negative cash flow. Take the largest negative number in the last column and write it in here → → → → → →

EKURUPHULENI METROPOLITAN MUNICIPALITY  
 22-01-2018  
 TENDER OFFICE  
 P.O. BOX 17459  
 JHB 1518

**Notes:**

- (i) Value added tax to be included in all amounts
- (ii) Assume payment of certificates within 30 days of approval of certificate

From what sources will you fund the above amount (e.g. Funds internally available, bank overdraft, loan, etc)

INTERNAL FUNDS BANK



NAME OF BIDDING ENTITY JR SEKWELE & PHINDI'S PROJECT JV

FORM 2.1.7 JOINT VENTURE/ CONSORTIUM AUTHORITY

EKURHULENI METROPOLITAN  
MUNICIPALITY  
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TENDER OFFICE  
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JOINT VENTURE/ CONSORTIUM INFORMATION

(Complete only if applicable)

The parties hereto form a Joint Venture/ Consortium for the purpose of jointly bidding and obtaining the award of contract for **CONSTRUCTION OF SUBSIDIZED HOUSES IN THE FOLLOWING TOWNSHIPS AND CCA's**  
**169 HOUSES IN EDEN PARK WEST AND EDEN PARK WEST EXTENSION 1, ALBERTON CCA**  
**100 HOUSES IN MOLELEKI EXT 1 AND 2: KATLEHONG 2 CCA 80 HOUSES IN MAGAGULA HEIGHTS:**  
**KATLEHONG 2 CCA** and of jointly performing such contract under joint and several responsibility.

The share of the partners in the Joint Venture/ Consortium shall be :

Full Name and address of Lead enterprise

JR SEKWELE & ASSOCIATES DISTRIBUTORS 50%.  
51 PA DU PLESSIS AVENUE, NORKEM PARK, 1619

Full Name and address of 2<sup>nd</sup> enterprise

PHINDI'S PROJECTS CC 50%.  
54 KIRREE AVENUE, BASSONIA ROCK EXT 15, ALBERTON

Full Name and address of 3<sup>rd</sup> enterprise

.....%  
.....

The Lead Partner is hereby authorised to incur liabilities, receive instructions, payments, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.

The parties hereto shall make available to the Joint Venture/ Consortium the technical advice and benefit of their individual experience and shall, in all other respects, endeavour to share the responsibility and burden of the performance of the Joint Venture/ Consortium.

To this end the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss and personnel.

The Lead Partner shall supply, in its name, the necessary insurance prescribed for the industry and such other insurance as may be prescribed by the EMM, for the amount and period as stated in the Contract Data.

The Joint Venture/ Consortium may not be terminated by any of the parties hereto until either:

The contract has been awarded to another bidder

or

The work undertaken by the Joint Venture/ Consortium under the contract has been completed and all liabilities and claims incurred by and made by the Joint Venture/ Consortium have been settled, the bid is cancelled or the period of validity of bid extended.

No party to the Agreement shall be entitled to sell, assign or in any manner encumber or transfer its interest or any part thereof in the Joint Venture/ Consortium without obtaining the prior written consent of the other party hereto.

The Parties of the Joint Venture/ Consortium shall cooperate on an exclusive basis. No Party shall during the validity period of the bid submit a bid to or enter into a Contract with the EMM or any other party for the Project, either alone or in collaboration with a third party.

Authorised Signature Lead Partner.....

Name JAKOB RAMOSUNGWASE SEKWEL

Designation JV MANAGING MEMBER

Signed at NORKEM PARK on 21/01/2013

Authorised Signature of 2<sup>nd</sup> Partner.....

Name SARAH PHINDILE TSOTETS

Designation JV ASSISTANT MEMBER

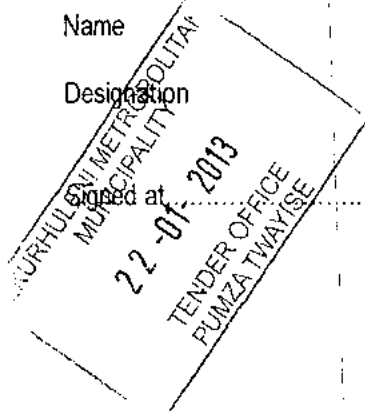
Signed at NORKEM PARK on 21/01/2013

Authorised Signature of 3<sup>rd</sup> Partner.....

Name .....

Designation .....

Signed at ..... on .....



(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE BID, ORIGINAL OR CERTIFIED COPIES OF DATED AND SIGNED RESOLUTIONS OF THE MEMBERS/DIRECTORS/PARTNERS AS THE CASE MAY BE.)

In the event that there are more than 3 Joint Venture/Consortium partners, additional page/s may be added in order to furnish the requested information and authorised signature

FORM 2.1.8 SCHEDULE OF PROPOSED SUBCONTRACTORS

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Regulation 11(8) of the Preferential Procurement Regulations, 2011 provides that :

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"A person must not be awarded points for B-BBEE Status Level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an exempted micro enterprise that has capability and ability to execute the sub-contract."

Regulation 11(9) of the Preferential Procurement Regulations, 2011 provides that :

A bidder awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the bidder concerned, unless the contract is sub-contracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.

Provide details on all sub-contractors you intend utilising for this contract:

Type of work to be used for	As a % of contract	Name of sub-contractor	B-BBEE Status Level of Contributor Points of sub-contractor
WE WILL USE LOCAL SUB-CONTRACTORS			
Total % of contract sub-contracted			

**DETAILS OF BIDDING ENTITY'S BANK**

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

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

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name	
Branch code	
Street address	
Postal address	
Telephone number	
Fax number	
Account number	
Type of account, (i.e. cheque account)	

**BIDDER'S TAX DETAILS**

Bidder's VAT vendor registration number: .....

Bidder's SARS tax reference number: .....



**FORM 2.1.10      DETAILS OF ALTERNATIVE BIDS SUBMITTED**

See condition of bid.

DESCRIPTION	EKURHULENI METROPOLITAN MUNICIPALITY
N/A	22-01-2013 TENDER OFFICE PUMZA TWAYISE

**FORM 2.1.11      AMENDMENTS AND QUALIFICATIONS BY BIDDER**

See condition of bid

PAGE	DESCRIPTION



EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: HS 01-2013

FOR THE CONSTRUCTION OF SUBSIDIZED HOUSES IN THE FOLLOWING TOWNSHIPS AND CCA's  
169 HOUSES IN EDEN PARK WEST AND EDEN PARK WEST EXTENSION 1, ALBERTON CCA  
100 HOUSES IN MOLELEKI EXTENSION 1 AND 2, KATLEHONG 2 CCA  
80 HOUSES IN MAGAGULA HEIGHTS, KATLEHONG 2 CCA

T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

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FORM 2.2.8 DECLARATION FOR MUNICIPAL ACCOUNTS WHERE BIDS ARE EXPECTED TO EXCEED R10 MILLION .....	58

**FORM 2.2.1 TAX CLEARANCE CERTIFICATE**

A VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY THEREOF, OBTAINED FROM SARS TO BE SUBMITTED WITH BID DOCUMENTS.

Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).

Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**Note:**

1. Failure to affix such documentation as prescribed to this page shall result in this bid not being further considered for the award of the contract, by the Bid Evaluation Committee.



NAME OF BIDDING ENTITY J.P. SEKWELE 3 PHINDI'S PROJECT JV

EKURHULENI METROPOLITAN MUNICIPALITY  
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**FORM 2.2.2 GENERAL DECLARATION:**

I/We, the undersigned:

- (a) bid to supply and deliver to the EKURHULENI METROPOLITAN MUNICIPALITY [hereafter "EMM"] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;
- (b) agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;
- (c) further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; C3 and C4", attached hereto, should this bid be accepted in whole or in part;
- (d) confirm that this bid may only be accepted by the EMM by way of a duly authorised Letter of Acceptance;
- (e) declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;
- (f) declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the EMM and the undersigned;
- (g) certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown.;
- (h) acknowledge that the information furnished is true and correct;
- (i) accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of the EMM that the claims are correct. If the claims are found to be inflated, the EMM may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the EMM as a result of the award of the contract and/or cancel the contract and claim any damages which the EMM may suffer by having to make less favourable arrangements after such cancellation;
- (j) declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and
- (k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.
- (l) declare that the signatory to the bid document is duly authorised; and
- (m) agree that documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the EMM.
- (n) declare that the Broad-Based Black Economic Empowerment Certificate submitted herewith in terms of Regulation 10 of the Preferential Procurement Regulations, 2011 is based on true and accurate information and has been obtained from a duly accredited verification agency (or, in the case of an Exempted Micro-Enterprise(EME) from a registered auditor, accounting officer or accredited verification agency)
- (o) declare that the following responses to be true and correct:

Does the bidder have participation in the submission of any other offer for the supplies/services described in the attached documents?

(Tick applicable box)

YES	NO
	X

If YES the following information must be supplied:

a. The name(s) of the other Bidder(s) involved N/A

N/A

2. The full details of the Bidder(s) participation .....

.....

.....

(p) declare that all of the information furnished is true and correct


Signed at.....this.....day of..... 20.....

Name of Authorised Person: JACOB RAMONNGWANE SERWELE

Authorised Signature: 

Name of Bidding Entity: JR SERWELE & PHINDI'S PROJECT JV

Date: 21/01/2013

As witness: 1. 

KORHULENI METROPOLITAN MUNICIPALITY  
22-01-2013  
TENDER OFFICE  
PUMZA TWAYISE

NAME OF BIDDING ENTITY J.P. SEKWELE & PHINDI'S PROJECT JV

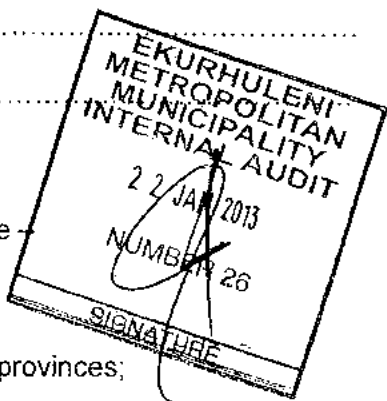
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**FORM 2.2.3 DECLARATION OF INTEREST**

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

- 3.1 Full Name of Owner of the Bidding Entity: JACOB RAMODIANE WANE SEKWELE
- 3.2 Identity Number if applicable: .....
- 3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): JV MANAGING MEMBER
- 3.4 Company Registration Number: 1998/024831/23
- 3.5 Tax Reference Number: .....
- 3.6 VAT Registration Number: .....



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

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

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

3.7 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?  
(Tick applicable box)

YES	NO
	X

3.8.1 If yes, furnish particulars. *N/A*

3.9 Have you been in the service of the state for the past twelve months?  
(Tick applicable box)

YES	NO
	X

3.9.1 If yes, furnish particulars. *N/A*

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3.10 Do you have any relationship (close family member, partner or associate) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?  
(Tick applicable box)

YES	NO
	X

3.10.1 If yes, furnish particulars. *N/A*

3.11 Are you aware of any relationship (close family member, partner or associate) 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?  
(Tick applicable box)

YES	NO
	X

3.11.1 If yes, furnish particulars *N/A*

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?  
(Tick applicable box)

YES	NO
	X

3.12.1 If yes, furnish particulars. *N/A*

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3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

(Tick applicable box)

YES	NO
	X

3.13.1 If yes, furnish particulars.

N/A

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.

(Tick applicable box)

YES	NO
	X

3.14.1 If yes, furnish particulars:

N/A

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

Full Name	Identity Number	State Employee Number

EKURHULENI METROPOLITAN MUNICIPALITY INTERNAL AUDIT  
22 JAN 2013  
NUMBER 26  
SIGNATURE

CERTIFICATION

I, THE UNDERSIGNED (NAME) JACOB RAMPONUNGWANE SEKWELE

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

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



.....  
Signature

21/01/2013

.....  
Date

JR MANAGING MEMBER

.....  
Capacity

JR SEKWELE & PHINDIS PROJECT JV  
Name of Bidding Entity

KURHULENI METROPOLITAN  
MUNICIPALITY  
22-01-2013  
TENDER OFFICE  
FUMZA TWAYISE

NAME OF BIDDING ENTITY JR. SEKWELE & PHINDI'S PROJECT JV

EKURHULENI METROPOLITAN MUNICIPALITY  
 22-01-2013  
 TENDER OFFICE  
 PUMZA TWAYISE

**FORM 2.2.4 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.1.1	If so, furnish particulars:  <p style="text-align: center;">N/A</p>		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.2.1	If so, furnish particulars:  <p style="text-align: center;">N/A</p>		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.3.1	If so, furnish particulars:  <p style="text-align: center;">N/A</p>		

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.4.1	If so, furnish particulars:  N/A		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.7.1	If so, furnish particulars:  N/A		

CERTIFICATION

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

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

PHILENI METROPOLITAN  
 MUNICIPALITY  
 22-01-2013  
 TENDER OFFICE  
 PUMZA TWAYISE

.....  
 Signature

21/03/2013  
 Date

JJ MANAGING MEMBER  
 Position

JR SEKWELE PHINDIS PROJECT JV  
 Name of Bidder



NAME OF BIDDING ENTITY JR SEKWELE & PHINDI'S PROJECT JV

**FORM 2.2.5 DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)**

**MUST BE COMPLETED FOR THIS BID**

BIDDERS MUST COMPLETE THE FOLLOWING QUESTIONNAIRE:

EKURHULENI METROPOLITAN MUNICIPALITY
22 -01- 2013
TENDER OFFICE PUMZA TWAYISE

1.1 Are you by law required to prepare annual financial Statements?

(Tick applicable box)

YES	NO
X	

If yes:

1.1.1 If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years must be submitted, (unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).

1.1.2 If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the two immediately preceding financial years must be submitted, (unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).

1.1.3 Annual financial statements submitted must comply with the requirements of the Companies Act or the Close Corporations Act. Summaries and/or extracts of annual financial statements shall not be acceptable and shall result in the rejection of the bid.

1.2 If your answer to 1.1 above is YES then, did you only commence business within the past three years?

(Tick applicable box)

YES	NO
	X

1.2.1 If yes, the bidder is required to submit annual financial statements in compliance with the provisions of 1.1.1 and 1.1.2 above for each of its financial years since commencing business.

1.3 If your answers to 1.1 above is NO, un-audited financial statements must be submitted with your bid for the periods specified in 1.1.1, 1.1.2 or 1.2.1 above, as the case may be.

..... N/A .....

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

(Tick applicable box)

YES	NO
	X

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

2.2 If yes, provide particulars.

..... N/A .....

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? (Tick applicable box)

YES	NO
	X

3.1 If yes, furnish particulars.

N/A  
.....  
.....

4. Will any portion of goods or services be sourced from outside the Republic and if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? (Tick applicable box)

YES	NO
	X

4.1 If yes, furnish particulars

N/A  
.....  
.....

EKURHULENI METROPOLITAN MUNICIPALITY  
22-01-2013  
TENDER OFFICE  
PUNZA TWAYISE

CERTIFICATION

THE UNDERSIGNED (NAME) JACOB RAMODIANG WANE SEKWELE

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

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

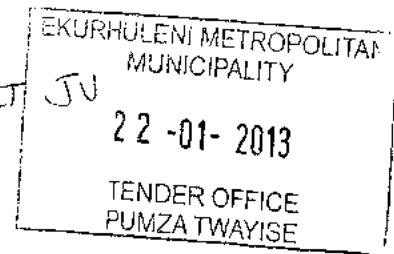
[Signature]  
Signature

21/01/2013  
Date

JU MAJAGILE MEMBER  
Position

JR SEKWELE & PHINDI'S PROJECT JU  
Name of Bidder

NAME OF BIDDING ENTITY JR SEKWELE 3 PHINDI'S PROJECT



**FORM 2.2.6 CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Form "2.2.6" must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This Form "2.2.6" serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (Form "2.2.6") must be completed and submitted with the bid:

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

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

HS 01-2013 CONSTRUCTION OF SUBSIDIZED HOUSES IN THE FOLLOWING TOWNSHIPS & CCAs, 169 HOUSES (Bid Number and Description) IN EDEN PARK WEST & EDEN PARK WEST EXTENSION 1, ALBERTON CCA

in response to the invitation for the bid made by:

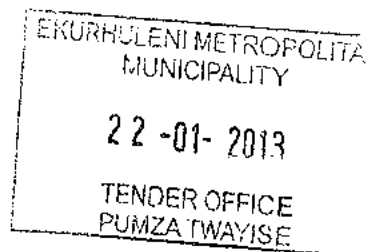
EKURHULENI METROPOLITAN MUNICIPALITY  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: JR SEKWELE & PHINDIS PROJECT JV that:  
(Name of Bidder)

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

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



7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

Signature

21/01/2013

Date

JJ MANAGING MEMBER

Position

JR SEKWELE 3 PHINDI'S PROJECT JV

Name of Bidder

NAME OF BIDDING ENTITY JR. SEKWILE 7 PHINDI'S PROJECT JV

FORM 2.2.7: DECLARATION FOR MUNICIPAL ACCOUNTS

**MUST BE COMPLETED FOR THIS BID**

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

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

- (i). I, the undersigned hereby declare that the signatory to this tender document, is duly authorised and further declare:
- (ii) that at the closing date of the bid, no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members to the EMM, or to any other municipality or municipal entity, are in arrears for more than three (3) months.
- (iii). I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (i) above are in arrears for more than three (3) months, the bid will be rejected and the EMM may take such remedial action as is required, including the rejection of the bid and/or termination of the contract.
- (iv) I further declare that copies of any rates and taxes or municipal service charges account/s, will be submitted to the EMM to its satisfaction, **PRIOR** to the commencement with the service/work but not later than 14 days after having been informed of the acceptance of the bid; and that
- (v) I declare that if the bid is awarded to the bidding entity, any moneys due to the bidding entity for services/goods rendered shall be utilised to offset any monies due to a municipality or a municipal entity.
- (vi) The following account/s of the bidding entity has reference:

Municipality

Account number

EKURHULENI METROPOLITAN MUNICIPALITY -

EKURHULENI METROPOLITAN MUNICIPALITY

EKURHULENI METROPOLITAN MUNICIPALITY

22-01-2013

TENDER OFFICE  
RUMZA TWAYISE

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


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

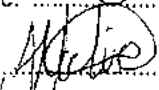
Bidding entities who operate from informal settlements	
Bidding entities who operate from a property owned by a director / member / partner	X
Bidding entities who operate from somebody else's property	
Bidding entities who rent premises from a landlord	
Other (Please specify)	

EKURHULENI METROPOLITAN MUNICIPALITY  
 22-01-2013  
 TENDER OFFICE  
 PUMZA TWAYISE

Signed at NORTEM PARK this 21<sup>ST</sup> day of JANUARY 2013

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

Authorised Signature:  .....

As witness: 1  .....

2  .....

NAME OF BIDDING ENTITY JR. SEKWELE & PHINDI'S PROJECT JV

**FORM 2.2.8: DECLARATION FOR MUNICIPAL ACCOUNTS WHERE BIDS ARE EXPECTED TO EXCEED R10 MILLION**

**MUST BE COMPLETED FOR THIS BID**

Declaration in terms of paragraph 21(1)(d)(ii) of the Supply Chain Management Policy of the Ekurhuleni Metropolitan Municipality (EMM), to be completed by ALL bidders in cases where the value of the transaction is expected to exceed R10 million (VAT included).

- (i) I, the undersigned hereby declare that the signatory to this tender document, is duly authorised and further declare:
- (ii) that at the closing date of the bid, the bidder had no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.
- (iii) I acknowledge that should it be found that any undisputed commitments for municipal services charges towards a municipality or other service provider in respect of which payment is overdue for more than 30 days, the EMM may take such remedial action as is required.
- (iv) I further declare that copies of any rates and taxes or municipal service charges account/s, will be submitted to the EMM to its satisfaction PRIOR to the commencement with the service/work but not later than 14 days after having been informed of the acceptance of the bid: and that
- (v) I declare that if the bid is awarded to the bidding entity, any moneys due to the bidding entity by the EMM for services/goods rendered in terms of this bid shall be utilised to offset any monies due to a municipality or a municipal entity.

The following account/s has reference:

Municipality

Account number

EKURHULENI METROPOLITAN MUNICIPALITY -

EKURHULENI METROPOLITAN MUNICIPALITY

Signed at NKEM PARK this 21<sup>st</sup> day of JANUARY 2013

(NB: if insufficient space above, please submit on a separate page)



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

Bidding entities who operate from informal settlements	
Bidding entities who operate from a property owned by a director / member / partner	X
Bidding entities who operate from somebody else's property	
Bidding entities who rent premises from a landlord	
Other (Please specify)	


EKURHULENI METROPOLITAN MUNICIPALITY

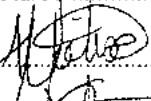
22-01-2013

TENDER OFFICE  
PUMZA TWAYISE

Signed at NOR KEM PARK this 21<sup>st</sup> day of JANUARY 2013

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

Authorised Signature:  .....

As witness: 1.  .....

2.  .....

EKURHULENI METROPOLITAN MUNICIPALITY  
DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: HS 01-2013

FOR THE CONSTRUCTION OF SUBSIDIZED HOUSES IN THE FOLLOWING TOWNSHIPS AND CCA's  
169 HOUSES IN EDEN PARK WEST AND EDEN PARK WEST EXTENSION 1, ALBERTON CCA  
100 HOUSES IN MOLELEKI EXTENSION 1 AND 2, KATLEHONG 2 CCA  
80 HOUSES IN MAGAGULA HEIGHTS, KATLEHONG 2 CCA

T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT

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**FORM 2.3.1 FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2003**

In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 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 bid for the due fulfilment of all the applicable requirements of the Act and the Regulations.

1 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	<input checked="" type="checkbox"/>
NO	<input type="checkbox"/>

2 Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	<input checked="" type="checkbox"/>
Own resources, still to be hired and/or trained (until competency is achieved)	<input type="checkbox"/>
Specialist subcontract resources (competent) - specify: ..... ..... ..... ..... .....	<input type="checkbox"/>

URRHULENI METROPOLITAN MUNICIPALITY  
22-01-2013  
TENDER OFFICE  
PUMZA TWAYISE

3 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):

PAUL MKHONZA - PROJECT MANAGER  
THABO LEBALLO - SITE MANAGER  
PAUL DOUGLAS - ARTISAN  
ANNA SEBOJANE - HEALTH & SAFETY OFFICER

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

WE WILL OFFER ACCREDITED TRAINING FOR UNSKILLED LABOUR IN ORDER TO EQUIP THEM IN KNOWLEDGE FOR FUTURE PROJECTS THEY MIGHT ENGAGE IN.

5 Potential key risks identified and measures for addressing risks:

SAFETY & HEALTH WILL BE A RISK, AS A RESULT WE WILL EQUIP OUR WORKING STAFF WITH PROTECTIVE CLOTHING, & BARRICADE SITE TO MINIMIZE PUBLIC RISK. OUR HEALTH & SAFETY OFFICER WILL ALWAYS BE AVAILABLE AT SITE TO MONITOR & FOR EMERGENCIES.

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

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

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

1 ..... ID NO: .....  
2 ..... ID NO: .....

EKURHULENI METROPOLITAN  
MUNICIPALITY  
22 -01- 2013  
TENDER OFFICE  
PUMZA TWAYISE



## PROCUREMENT FORM

## ADJUDICATION OF BIDS

Bids are adjudicated in terms of EMM Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

**1. Technical adjudication and General Criteria**

Bids will be adjudicated in terms of inter alia:

- Compliance with bid conditions
- Technical specifications

If the bid does not comply with the bid conditions or technical specifications, the bid shall be rejected. See page 3 and 4 for examples.

**2. Infrastructure and resources available**

Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:

- Physical facilities
- Plant and equipment available for the contract owned by the bidder
- Plant and equipment the bidder intends renting or acquiring, should the contract be awarded to him.

**3. Size of enterprise and current workload**

Evaluation of the bid's position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

**4. Staffing profile**

Evaluation of the bid's position in terms of:

- Staff available for this contract being bided for
- Qualifications and experience of key staff to be utilised on this contract.

**5. Previous experience**

Evaluation of the bid's position in terms of his previous experience. EMPHASIS will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all of the references will be contacted to obtain their input.
- Proof have to be provided for the execution of five relevant projects, preferably an organ of state.
- The minimum number of houses constructed per project shall be 300 houses or more

**6. Financial ability to execute the contract**

Evaluation of the bid's financial ability to execute the contract. EMPHASIS will be placed on the following:

- Estimated cash flow
- Contact the bidder's bank manager to assess the bidder's financial ability to execute the contract and the bidder hereby grants his consent for this purpose.

7. **Good standing with SA Revenue Service**

Establish whether a valid original tax clearance certificate or copy thereof has been submitted with the Bid document on closing date of the bid. If no such Certificate or copy thereof has been submitted, the bid must be rejected. If a valid original tax clearance certificate has not been submitted, the bidder shall be requested in writing to submit a valid original tax clearance certificate by a specific date and at a specific venue. **NB** A failure to submit a valid original tax clearance certificate in terms of the aforesaid written request shall result in the rejection of the bid.

The bidder **must affix a valid original Tax Clearance Certificate or copy thereof**, to the **last page** of the bid document

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).

Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

NB:

If the bid does not meet the requirements contained in the EMM Supply Chain Management Policy, and the mentioned framework, it shall not be considered an acceptable bid and shall be rejected by the Municipality, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

8. **Adjudication using a Points System**

Acceptable bids will be evaluated using a system that awards points on the basis of bid price and B-BBEE Status Level of Contribution. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate (from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA)) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

For bids with a bid amount equal to or below R 1 000 000,00 (all applicable taxes included) a maximum of 80 points is allocated for price and a maximum of 20 points for B-BBEE Status Level of Contribution. For bids with a bid amount above R 1 000 000,00 (all applicable taxes included) a maximum of 90 points is allocated for price and a maximum of 10 points for B-BBEE Status Level of Contribution.

A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract

The Municipality shall award the Contract to the Bidder obtaining the highest number of points for Price and B-BBEE Level of Contribution calculated in accordance with the Preferential Procurement Regulations, 2011, unless there are grounds that justify the award to another bidder, in accordance with the provisions of Section 2 (f) of the Procurement Policy Framework Act, Act No. 5 of 2000.

9. Remedies

The City Manager must act in terms of paragraph 13 of the Preferential Procurement Policy Regulations, 2011, against the bidder or person awarded the contract upon detecting that the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis, or any of the conditions of the contract have not been fulfilled

Regulation 13 of the Preferential Procurement Policy Regulations provides as follows:

- 13 (1) An organ of state must, upon detecting that-
- (a) The B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis; or
  - (b) Any of the conditions of the contract have not been fulfilled, act against the tenderer or person awarded the contract.
- (2) An organ of state may, in addition to any other remedy it may have against the person contemplated in sub-regulations (1) –
- (a) Disqualify the person from the tendering process;
  - (b) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) Restrict the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining any business from any organ of state for a period not exceeding 10 years, after *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) Forward the matter for criminal prosecution."



PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS  
2011

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.**

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (One Million Rand) (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (One Million Rand) (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	90
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

**2. DEFINITIONS**

2.1 "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad Based Black Economic Empowerment Act;

2.4 "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 "comparative price" means the price after the factors of a non-firm price and all unconditional

- discounts that can be utilized have been taken into consideration;
- 2.7 "consortium or joint venture" 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;
- 2.8 "contract" means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 "EME" means any enterprise with an annual total revenue of R5 million or less.
- 2.10 "Firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 "functionality" means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 "non-firm prices" means all prices other than "firm" prices;
- 2.13 "person" includes a juristic person;
- 2.14 "rand value" means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 "sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 "total revenue" bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 "trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 "trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

**3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points may be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

**4. POINTS AWARDED FOR PRICE**

**4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

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

Where

- $P_s$  = Points scored for comparative price of bid under consideration  
 $P_t$  = Comparative price of bid under consideration  
 $P_{\min}$  = Comparative price of lowest acceptable bid

5.  
5.1

### Points awarded for B-BBEE Status Level of Contribution

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.2

Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3

**Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.**

5.4

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6

Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7

A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6.

### BID DECLARATION

6.1

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: 3 = 8 points (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO  
(delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted? 15 %

(ii) the name of the sub-contractor? LOCAL SUB-CONTRACTORS WILL BE USED

(iii) the B-BBEE status level of the sub-contractor? -

(iv) whether the sub-contractor is an EME? YES / NO  
(delete which is not applicable)

9 DECLARATION WITH REGARD TO BIDDING ENTITY

9.1 Name of bidding entity; JR SEKWELE & PHINDI'S PROJECT JV

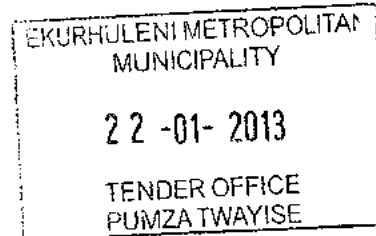
9.2 VAT registration number:

9.3 Registration number of bidding entity: 1998/02485/23

9.4 TYPE OF ENTITY

[TICK APPLICABLE BOX]

- Partnership/Joint Venture / Consortium
- One person business/sole proprietor
- Close corporation
- Company
- Trust
- Other (specify) .....



9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

GENERAL CONSTRUCTION SERVICES

9.6 CLASSIFICATION

[TICK APPLICABLE BOX]

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

9.7 MUNICIPAL INFORMATION

Municipality where business is situated EKURHULENI METROPOLITAN MUNICIPALITY

Consumer Account Number

Stand Number

9.8 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS AND REGISTRATION DETAILS?


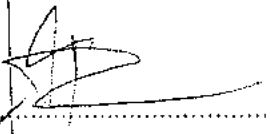
Date of Registration 04/05/1998 ; 03/06/2002


Date that commenced business, if different to date of registration N/A

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the bidder, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the bidder for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

**WITNESSES:**

1.   
 \_\_\_\_\_  
  
 \_\_\_\_\_

  
 \_\_\_\_\_  
 SIGNATURE(S) OF BIDDER(S)

DATE: 21/01/2013

ADDRESS: 51 PA. DU PLESSIS Avenue  
 NORKEM PARK, 1619

URHULENI METROPOLITAN  
 MUNICIPALITY  
 22-01-2013  
 TENDER OFFICE  
 PUMZA TWAYISE

22-01-2013

TENDER OFFICE  
PUMZA TWAYISE

FORM 2.3.4 GENERAL INFORMATION :

1. Details of Bidding Entity

NAME OF BIDDER JR. SEKWELE & PHINDI'S PROJECT JV

POSTAL ADDRESS 51. PA. DU PLESSIS AVENUE, NORKEM PARK, 1619

STREET ADDRESS 51. PA. DU PLESSIS AVENUE, NORKEM PARK, 1619

TELEPHONE NUMBER

CODE 011 NUMBER 042 9620

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE 086 NUMBER 694 9040

E-MAIL ADDRESS

VAT REGISTRATION NUMBER 4610208763

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED?

(Tick applicable box)

YES	NO
X	

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED?

(Tick applicable box)

YES	NO
X	

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

(Tick applicable box)

- AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
- A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)
- A REGISTERED AUDITOR

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?

(Tick applicable box)

YES	NO
X	

IF YES ENCLOSE PROOF)

2. Legal entity. Mark with an X.

Sole proprietor	
Partnership	
Close corporation	
Company	
Joint venture/ Consortium	X
Trust	
Tertiary Institution	
Public Entity	

3. In the case of a Joint venture/ Consortium, provide details on joint venture/ consortium partners:

Joint venture/Consortium member	Type of entity (as defined above)
<del>JACOB PUMZA AND WILSON SEKWELE</del>	
JP SEKWELE & ASSOCIATES DISTRIBUTORS	CLOSE CORPORATION
PUMZA'S PROJECTS JV	CLOSE CORPORATION

EKURHULENI METROPOLITAN MUNICIPALITY  
 22-01-2013  
 TENDER OFFICE  
 PUMZA TWAISE

Income tax reference number: (COMPULSORY)

(In the case of a joint venture/consortium, provide for all joint venture/consortium members)

\_\_\_\_\_ X  
 \_\_\_\_\_ Y

5. VAT registration number (COMPULSORY):

(In the case of a joint venture/consortium, provide for all joint venture/consortium members)

\_\_\_\_\_

6. Company, close corporation, or trust registration number (COMPULSORY):

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

1998/024831/23  
 2003/040380/23

7. Construction Industry Development Board (CIDB) registration number (COMPULSORY)  
(In the case of a joint venture, provide for all joint venture members)

113176

33 288

8. Details of proprietor, partners, closed corporation members, company directors, or trustees indicating technical qualifications where applicable (Form on the next page).

9. For joint ventures/ consortiums the following must be attached:

- Written authority of each JV / consortium partner, for authorized signatory.
- The joint venture/ consortium agreement.

10. For Trusts the following must be attached

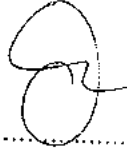
- a. Certified copy of the trust deed;
- b. Certified copies of the Letters of Authority issued in terms of S6 of the Trust Property Control Act, Act No.57 of 1988
- c. Certified copy of the resolution of the trustees of the trust authorising the signatory to sign the bid on behalf of the trust

EKURHULENI METROPOLITAN MUNICIPALITY

22-01-2013

TENDER OFFICE  
PUMZA TWAYISE

SIGNATURE OF AUTHORIZED PERSON :



DATE :

21/01/2013

EKURHULENI METROPOLITAN MUNICIPALITY

22-01-2013

TENDER OFFICE  
PUMZA TWAYISE





**NAME OF BIDDING ENTITY** JR. SEKWELE & PHINDI'S PROJECT JV

**EQUITY OWNERSHIP = (COMPULSORY)**

**TO BE COMPLETED FOR STATISTICAL PURPOSES ONLY AND WILL NOT BE USED FOR EVALUATION PURPOSES**

List all partners, shareholders or members of bidding entity by name, identity number, citizenship, gender, race, HDI status and ownership.  
In the case of a Joint Venture, Consortium or Partnership complete an "Equity ownership" for each member.

Name and Surname	Position occupied in Enterprise	Identity number	Citizen-ship	Gender Male / Female	Race	HDI Status (Y/N)	% Owned by HDI's	% Owned by Women		% Owned by Disabled
								Black	White	

EKURHULENI METROPOLITAN MUNICIPALITY  
 22-01-2013  
 TENDER OFFICE  
 PUNZA TWAYISE

**PLEASE NOTE**  
**KINDLY ATTACHED COPIES OF IDENTITY DOCUMENTS OF THE ABOVEMENTIONED MEMBERS**



## OCCUPATIONAL HEALTH AND SAFETY INFORMATION FOR BIDS

THE CONTRACTOR SHALL/MUST SUBMIT THE FOLLOWING TO THE MANAGER OH&S TO OBTAIN A CERTIFICATE OF COMPLIANCE FROM OH&S EKURHULENI METROPOLITAN MUNICIPALITY BEFORE ANY WORK MAY COMMENCE.

1. Proof of Registration with the Compensation Commissioner.
2. Letter of "Good Standing" with Compensation Commissioner.
3. Certified copy of first aid certificate.
4. Physical address where contract is taking place (on Company letterhead).
5. Detailed description of intended work (on Company letterhead).
6. List of all Personal Protective Equipment issued to employees (company letterhead).
7. List of ALL employees on site (on company letterhead).
8. Detailed Health and Safety Plan (on company letterhead).
9. Comprehensive Risk Assessment (Qualification and Contact details of Risk Assessor).
10. Public Liability and Commercial Insurance Certificate.
11. All related statutory appointments.
12. Certificates of relevant Training.

The above list represents the minimum content of a safety file in terms of the Construction Regulations (GNR 1010 of 18 July 2003).

OHS Act 85 of 1993.

Contact details:      Mr. JJ van der Westhuizen  
Contract Management Office  
Alberton CCC - Occupational Health Clinic  
Swartkoppies Complex  
Tel: (011) 999 2400  
Fax: (011) 861 2135  
Cell: 082 772774

**PLEASE REMEMBER:**

- (1) *In order to obtain B-BBEE Status Level points in terms of the provisions of Regulations 5(2) or 6(2) of the Preferential Procurement Regulations, 2011, if a bidder is an Exempted Micro Enterprise (EME) in terms of the Broad-Based Black Economic Empowerment Act, Act No. 53 of 2003, the bidder must attach a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, Act No. 69 of 1984) or an accredited verification agency, in compliance with the requirements of Regulation 10 of the Preferential Procurement Regulations, 2011;*
- (2) *In order to obtain B-BBEE Status Level points in terms of the provisions of Regulations 5(2) or 6(2) of the Preferential Procurement Regulations, 2011 if a bidder is not an Exempted Micro Enterprise (EME) in terms of the Broad-Based Black Economic Empowerment Act, Act No. 53 of 2003, the bidder must attach an original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating its B-BBEE rating, in compliance with the requirements of Regulation 10 of the Preferential Procurement Regulations, 2011;*
- (3) **TO ATTACH A VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY THEREOF;**
- (4) **IN THE CASE OF A JOINT VENTURE, THE VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY/IES THEREOF, OF EACH ENTITY CONSTITUTING THE JOINT VENTURE/CONSORTIUM, MUST BE SUBMITTED WITH THE BID DOCUMENT ;**
- (5) **ATTACH ALL REQUIRED DOCUMENTS TO THE LAST PAGE OF YOUR BID DOCUMENT**
- (6) **BIDDERS OTHER THAN EMES MUST SUBMIT THEIR ORIGINAL AND VALID B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR A CERTIFIED COPY THEREOF, SUBSTANTIATING THEIR B-BBEE RATING ISSUED BY A REGISTERED AUDITOR, APPROVED BY IRBA OR A VERIFICATION AGENCY ACCREDITED BY SANAS.**
- (7) **TO ATTACH A VALID ORIGINAL NHBRC ENROLMENT CERTIFICATE OR COPY THEREOF;**

C1.1 FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE  
(AGREEMENT)

EKURHULENI METROPOLITAN  
MUNICIPALITY  
22-01-2013  
TENDER OFFICE  
BUNZA TOWN

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

FOR THE CONSTRUCTION OF SUBSIDIZED HOUSES IN THE FOLLOWING TOWNSHIPS AND CCA's  
169 HOUSES IN EDEN PARK WEST AND EDEN PARK WEST EXTENSION 1, ALBERTON CCA  
100 HOUSES IN MOLELEKI EXTENSION 1 AND 2, KATLEHONG 2 CCA  
80 HOUSES IN MAGAGULA HEIGHTS, KATLEHONG 2 CCA

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

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

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

*Six million two hundred and eighty four thousand eight hundred and twenty eight*  
~~TWENTY FIVE MILLION FOUR THOUSAND SEVEN HUNDRED FIVE POUNDS TWENTY EIGHT CENTS~~  
rand (in words);

~~R 25 004 705,28~~ (in figures),

*R 6 284,800.00*

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

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

FOR THE BIDDER:

Signature(s)

Name(s)

*JACOB RAMODUNGWANE SERWELE*

Capacity

*JOB MANAGING MEMBER*

*JR SERWELE PHINDI'S PROJECT JV*

(Name and address of organisation)

*51 PA DU PLESSIS AVENUE  
NORKEM PARK  
1619*

Name and signature of Witness *Abraham Mosisi*

Date *21/01/2013*

SIGN

ACCEPTANCE

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

The terms of the contract, are contained in

- Part C1 Agreements and Contract Data, (which includes this Agreement)
- Part C2 Pricing Data
- Part C3 Scope of Work
- Part C4 Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

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

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

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


FOR THE EMM:

Signature(s)

Name(s)

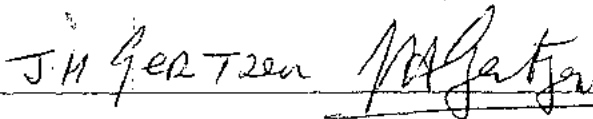
Capacity

EKURHULENI METROPOLITAN MUNICIPALITY  
22-01-2013  
TENDER OFFICE  
PUMZA-TWAYISE

  
Aubrey Makgosi  
Cicking HOD USD

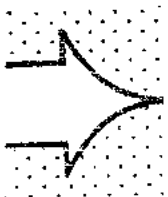
EKURHULENI METROPOLITAN MUNICIPALITY  
(Name and address of organisation)

Name and signature of witness

  
J.M. Gertrien

Date

26/01/2013



**SCHEDULE OF DEVIATIONS**

Notes:

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

1	Subject	_____
	Details	_____
2	Subject	_____
	Details	_____
3	Subject	_____
	Details	_____
4	Subject	_____
	Details	_____
5	Subject	_____
	Details	_____
6	Subject	_____
	Details	_____

EKURHULENI METROPOLITAN  
 MUNICIPALITY  
 22-01-2013  
 TENDER OFFICE  
 PUMZA TWAYISE

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

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

**FOR THE BIDDER:**

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

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

Capacity \_\_\_\_\_

(Name and address of organisation)

Name and signature of witness

Date \_\_\_\_\_

FOR THE EMM:

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

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

Capacity \_\_\_\_\_

EKURHULENI METROPOLITAN MUNICIPALITY  
(Name and address of organisation)

Name and signature of witness

Date \_\_\_\_\_

EKURHULENI METROPOLITAN  
MUNICIPALITY  
22-01-2013  
TENDER OFFICE  
PUMZA TWAYISE



**C1.2 CONTRACT DATA**

**CONDITIONS OF CONTRACT**

The Agreement is to be the JBCC Series 2000 Principal Building Agreement, Edition 4.1, March 2005, including all other JBCC support documentation that together form the contract between the Employer and the Contractor, is applicable to this Contract and is incorporated herein by reference. AL 27064 attached as Annexure O

Copies of these documents may be obtained from The Association of South African Quantity Surveyors  
Tel No. (011) 315-4140

**PART 1: DATA PROVIDED BY THE EMPLOYER**

The following contract Pre-Tender information are applicable to this Contract:

EKURHULENI METROPOLITAN MUNICIPALITY  
 22-01-2013  
 TENDER OFFICE  
 PUMZA TWISS

Clause	
42.1.1	The Employer is the Ekurhuleni Metropolitan Municipality The Employer's address for receipt of communications is: Physical address: Ekurhuleni Metropolitan Municipality C/o Cross & Rose Streets GERMISTON 1400 Telephone: (011) 999-6709 Fax: (011) 999-7518 Postal address: Private Bag 1069 GERMISTON 1400
42.1.2.	The Principal Agent referred to in the Agreement. The principal Agent address for receipt of communications is: Physical address: Postal address:  Telephone: (011) Fax: (011) E-mail:
42.2.1.	Works description. Described in Scope of Works
42.2.2.	Site description. Described in Scope of Works and Site Information
42.2.3.	Works or other installations by direct Contractors. Not applicable.
42.2.4.	Specific options applicable to a State Organ. Not applicable.
42.2.5.	Possession of the site: 7 (Seven) calendar days from acceptance of tender and compliance therewith.
42.2.6.	Commencement of the works: 7(Seven) working days after taking possession of the site.
42.2.7.	Completion: The contractor must submit a signed construction programme within 7 (Seven) working days after possession of the site, which construction programme will be signed by the Director Human Settlement Development, if in order and the completion date mentioned in the construction programme will be accepted as completion date. Penalty per calendar day: R600.00

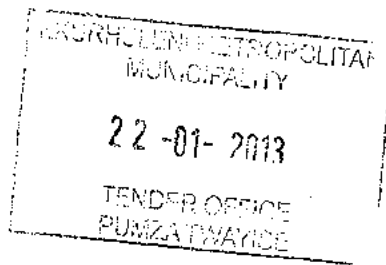
Clause	
42.2.8.	Practical completion in sections. Not applicable.
42.2.9.	The law applicable to this agreement. RSA.
42.3.	Insurances. Contract Work Insurance, Public Liability Insurance in the amount of R5 000, 000.00, a Coupon for Special Risk Insurance (SASRIA) issued by the South African Special Risk Insurance Association

Clause	
42.4.1.	Waiver of the Contractors lien. Yes.
42.4.2.	Construction document copies. 3 (Three).
42.4.3.	Bill of Quantities drawn up in accordance with: Standard System of Measuring Building Work. Not Applicable see Scope of Works
42.4.4.	Submission of priced documents. Not Applicable
42.4.5.	JBCC Engineering General Conditions. Yes
42.4.6.	The contract value is to be adjusted.. <b>No Fixed price contract.</b>
42.4.7.	<b>Details of changes made to the provisions of JBCC standard documentation :</b> Add the following at the end of clause 7: 7.1. The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act: (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor. (v) The Contractor shall be obliged to report forthwith to the Employer and HOD Human Settlements Department any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and HOD Human Settlements Department of such investigation, complaint or criminal charge. 7.2. The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act: (i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction

	<p>Regulation 2003, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2003 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after receiving a completed copy of the Agreement and shall be implemented and maintained from the Commencement of the Works.</p> <p>(ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the HOD Human Settlements Department, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p>
<b>Clause</b>	
10, 11, 12	<p><b>CLAUSE 12 ADD THE FOLLOWING:</b></p> <p>"Notwithstanding the provisions of the General Conditions of Contract and without limiting the obligations liabilities or responsibilities of the Contractor in any way whatsoever including but not limited to the provision by the Contractor of any insurances, the Contractor will effect and maintain for the duration of the Contract until the date of the Certificate of Completion -</p> <p>(i) Contract Works Insurance;</p> <p>(ii) Public Liability Insurance; (R5 000,000.00)</p> <p>(iii) A Coupon for Special Risk Insurance (SASRIA) issued by the South African Special Risk Insurance Association;</p> <p>in the name of the Contractor (including all Sub-Contractors) and Municipality's insurable interest must be noted in the policy.</p> <p>A copy of the Contract Works Insurance, Public Liability Insurance policies and Coupon for Special Risk Insurance as arranged by the Contractor, must be submitted to Municipality. The Insurances will be maintained from the Commencement Date to the date of the Certificate of Completion.</p> <p>The Contractor shall effect and pay for any supplementary insurance, which in its own interest it may deem necessary.</p> <p>The Contractor shall insure that all potential and appointed Sub-contractors are aware of the whole content of this clause, and enforce the compliance by Sub-contractors with this clause where applicable.</p> <p>Any clarification of the scope of cover to be provided by the Policies arranged by the Contractor or the Municipality should be obtained from the Municipality's Broker.</p> <p>The Contractor and its Sub-contractors are deemed to have full knowledge of the terms and conditions under which the required Insurance cover is issued. "</p>
12	<p><b>ADD THE FOLLOWING:</b></p> <p>"The Executive Manager Insurance &amp; Risks (Mr. Dries van den Berg – (011) 999-7369) will verify the Contractors All Risks insurance cover and issue a letter of confirmation that adequate cover is in place or not."</p>
14	<p><b>Security. Not Applicable:</b></p> <p>The Form of Guarantee must substantially contain the wording of the document included as "Form of Guarantee", refer to Part C1.3.</p>



C1.3 FORM OF GUARANTEE NOT APPLICABLE



PRO FORMA

CONTRACT NO.

WHEREAS Ekurhuleni Metropolitan Municipality (hereinafter referred to as "the Employer") entered into, a Contract with \_\_\_\_\_ (hereinafter called "the Contractor") on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ for the construction of \_\_\_\_\_ at \_\_\_\_\_

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

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

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

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

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

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

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

As witnesses:

1. \_\_\_\_\_ Signature \_\_\_\_\_

2. \_\_\_\_\_ Signature \_\_\_\_\_

Duly authorized to sign on behalf of \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

EKURHULENI METROPOLITAN  
MUNICIPALITY  
22-01-2013  
TENDER OFFICE  
PUMZA TWAYISE

THIS AGREEMENT made at \_\_\_\_\_

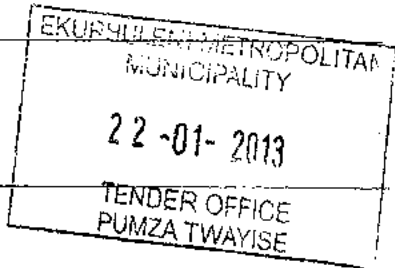
on this the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

between **THE EKURHULENI METROPOLITAN MUNICIPALITY** (hereinafter called "the Employer") of the one part, herein represented by

in his capacity as \_\_\_\_\_

and

(hereinafter called "the Mandatory") of the other part, herein represented by \_\_\_\_\_



in his capacity as \_\_\_\_\_

WHEREAS the Employer is desirous that certain works be constructed, viz **CONSTRUCTION OF SUBSIDIZED HOUSES IN THE FOLLOWING TOWNSHIPS AND CCA's**  
**169 HOUSES IN EDEN PARK WEST AND EDEN PARK WEST EXTENSION 1, ALBERTON CCA**  
**100 HOUSES IN MOLELEKI EXTENSION 1 AND 2, KATLEHONG 2 CCA**  
**80 HOUSES IN MAGAGULA HEIGHTS, KATLEHONG 2 CCA**

and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
2. This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either
  - (a) the date of the Final Approval Certificate issued in terms of Clause 52.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
  - (b) the date of termination of the Contract in terms of Clauses 54, 55 or 56 of the GCC.
3. The Mandatory declares himself to be conversant with the following:
  - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
    - (i) Section 8 : General duties of employers to their employees;
    - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
    - (iii) Section 37 : Acts or omissions by employees or mandataries, and
    - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
  - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

- 4 In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 ***The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.***
- 7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.
8. **The contact details of the OH&S Agent for the EMM is as follows:**  
 Mr. J.J. van der Westhuizen  
 Contract Management Office  
 Alberton CCC - Occupational Health Clinic  
 Swartkoppies Complex  
 Tel: (011) 999 2400  
 Fax: (011) 861 2135  
 Cell: 082 7727748

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

**SIGNED FOR AND ON BEHALF OF THE EMM**

WITNESS

1 .....

**NAME**  
(IN CAPITALS)

1 .....

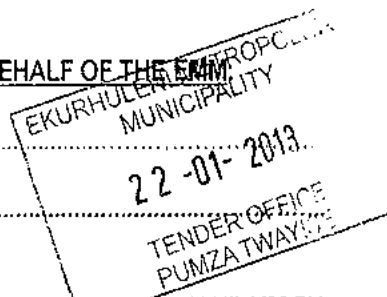
**SIGNED FOR AND ON BEHALF OF THE MANDATORY:**

WITNESS

1 .....

**NAME**  
(IN CAPITALS)

1 .....





CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993)

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on \_\_\_\_\_ 200.....,

Mr/Ms \_\_\_\_\_ whose signature

appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of \_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS/HER CAPACITY AS : \_\_\_\_\_

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

SIGNATURE OF SIGNATORY : \_\_\_\_\_

WITNESS 1 .....

NAME (IN CAPITALS) 1 .....

EKURHULENI METROPOLITAN  
MUNICIPALITY  
22-01-2013  
TENDER OFFICE  
PUMZA TWAYISE

C1.5 DRAWINGS AND GEOTECHNICAL REPORTS

Attached as Annexures C1.5.1 to C1.5.

EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: HS 01-2013

FOR THE CONSTRUCTION OF SUBSIDIZED HOUSES IN THE FOLLOWING TOWNSHIPS AND CCA'S  
169 HOUSES IN EDEN PARK WEST AND EDEN PARK WEST EXTENSION 1, ALBERTON CCA  
100 HOUSES IN MOLELEKI EXTENSION 1 AND 2, KATLEHONG 2 CCA  
80 HOUSES IN MAGAGULA HEIGHTS, KATLEHONG 2 CCA

PART C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.2 PRICING SCHEDULE

## C2.1 PRICING INSTRUCTIONS

- 1 The Standard Conditions of Tender, Bid Data, Contract Data, the Scope of Works (including the Project Specifications) the Drawings and geo technical reports shall be applicable.
- 2 The Scope of Works comprises items covering the Contractor's profit, overhead, labour costs and P & G for the construction of permanent top structures
- 3 The Bidder shall not group a number of items together and bid one sum for such group of items. The pricing schedule shall be completed per item.
- 4 The bid rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, and Scope of Works remain valid irrespective of any change in the quantities during the execution of the Contract.
- 5 The quantities of work as measured and accepted and certified for payment in accordance with the Scope of Works and Conditions of Contract, will be used to determine payments to the Contractor.
- 6 **Ordering of materials** must be based on information issued for construction purposes.
- 7 This is a fixed price contract and no escalation will be applicable. The bid amount shall not exceed the subsidized amount of R62 848.00 per top structure. Bids exceeding the subsidized amount of R62 848.00 will be rejected.
- 8 Bidders may however submit bids for less than the subsidized amount of R62 848.00.
- 9 The bid shall be priced as per attached pricing schedule as per drawings attached.
- 10 Provision is made in the Scope of Works to cover the contractor's overheads, P & G's, labour costs and profit.
- 11 **The bidder may submit a bid for each of the three projects but the employer will only appoint one bidder per project. No bidder will be appointed for more than one project**
- 12 The following words shall have the meanings hereby assigned to them.

Unit	:	The unit of measurement for each item of work as defined in the Scope of Works
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Bidder bids to do the work
Amount	:	The quantity of an item multiplied by the bid rate of the (same) item
Sum	:	An amount bid for an item, the extent of which is described in the Scope of Works or elsewhere, but of which the quantity of work is not measured in units
- 13 The units of measurement indicated in the Bill of Quantities are metric units.

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
ha	=	hectare

m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

**NB: PLEASE NOTE:**

**BID PRICES ARE TO BE FIRM.**

**As this bid is estimated to exceed a rand value of R10 million (VAT, escalation and contingencies included), all bidders are required to furnish,-**

- (1) If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders **most recent** financial year **together with** the audited or independently reviewed annual financial statements **for the two immediately preceding financial years, in other words, three full sets of consecutive financial years' financial statements must be submitted**, (unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).
- (2) If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders **most recent** financial year **together with** the annual financial statements **for the two immediately preceding financial years, in other words, three full sets of consecutive financial years' financial statements must be submitted**, (unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).
- (3) **Annual financial statements submitted must comply with the requirements of the Companies Act or the Close Corporations Act. Summaries and/or extracts or drafts of annual financial statements shall not be acceptable and shall result in the rejection of the bid.**
- (4) If the bidder only commenced business within the past three years, the bidder is required to submit annual financial statements in compliance with the provisions of (1) and (2) above for each of its financial years since commencing business.
- (5) If a bidder is not required by law to have its annual financial statements audited or independently reviewed or is not a Close Corporation then non-audited annual financial statements for the periods referred to above must be submitted.

*[Handwritten signature]*

Signature of person authorised to sign bid documents

JACOB RAMODIANGWANE GERWELE

Name in block letters

TJ MANAGING MEMBER

Designation

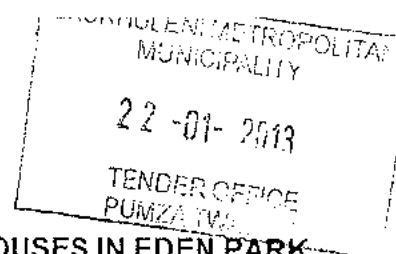
21/01/2013

Date

EKURHULENI METROPOLITAN  
MUNICIPALITY  
22-01-2013  
TENDER OFFICE  
PUMZA TWAYISE

**EKURHULENI METROPOLITAN MUNICIPALITY**Department Name: **HUMAN SETTLEMENTS**

Contract No: HS 01-2013

For: **THE CONSTRUCTION OF 169 SUBSIDIZED HOUSES IN EDEN PARK  
WEST AND EDEN PARK WEST EXTENSION 1, ALBERTON CCA****C2.2 PRICING SCHEDULE**

	<b>FIXED CONTRACT BID</b>	<b>ALTERNATIVE BID</b>
Draw 1: Payable on completion of the foundation floor slab	<b>R19 127.50</b>	
Draw 2: Wall Plate stage of house	<b>R16 395.00</b>	
Draw 3: Completion stage of the house and hand over of the housing product	<b>R16 395.00</b>	
Draw 4: Geo Tech on Raft foundation on completion and hand over of the housing product, provided that all the documentation as specified accompanies the claim form.15% as approved.	<b>R8 197.50</b>	<b>R8 197.50</b>
Draw 5: Claim submitted for Happy Letter payment of the approved subsidy and payable on completion and hand over of the housing product, provided that all the documentation as specified accompanies the claim form.	<b>R2 732.50</b>	<b>R2 732.50</b>
<b>TOTAL (EXCLUDING VAT, ESCALATION, TRANSFER COSTS &amp; BENEFICIARY ADMINISTRATION)</b>	<b>R62 847.50</b>	
<b>TOTAL (ROUNDED OFF) (EXCLUDING VAT, ESCALATION, TRANSFER COSTS &amp; BENEFICIARY ADMINISTRATION)</b>	<b>R62 848.00</b>	

<b>CONSTRUCTION OF 169 SUBSIDIZED HOUSES TIMES (TOTAL ABOVE) EXCLUDING VAT, ESCALATION, TRANSFER COSTS &amp; BENEFICIARY ADMINISTRATION</b>	<b>R10 621 312.00</b>
---	-----------------------

**NB: PLEASE NOTE**

- BID PRICES ARE TO BE FIRM: IF HOWEVER THE CONSTRUCTION OF ABOVE MENTIONED HOUSES IS EFFECTED BY A CHANGE IN THE SUBSIDY QUANTUM, THE RATES SUBMITTED ABOVE WILL BE ADJUSTED BY THE SAME PERCENTAGE INCREASE OF THE SUBSIDY QUANTUM.**
- BID PRICES MUST NOT EXCEED THE SUBSIDY AMOUNT OF R62 848.00. BIDS EXCEEDING THE SUBSIDY AMOUNT WILL BE REJECTED.**
- BID PRICES MAY BE LESS THAN THE SUBSIDY AMOUNT OF R62 848.00. PLEASE COMPLETE ALTERNATIVE BID COLUMN**
- PLEASE ONLY COMPLETE ONE OF THE TWO ABOVE MENTIONED COLUMNS NOT BOTH. IF BOTH COLUMNS ARE COMPLETED BID WILL BE REJECTED**

*JJ*

Signature of person authorized to sign the bid document

JACOB RAMODUNGWANE SEKWELE

Name in block letters

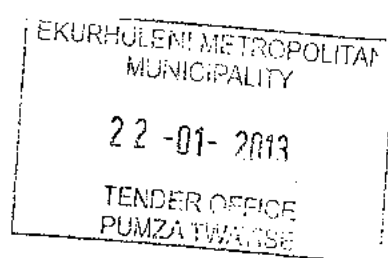
JJ MANAGING MEMBER Date 21/01/2013

Designation

EKURHULENI METROPOLITAN MUNICIPALITY  
22-01-2013  
TENDER OFFICE  
RUMEL DWAYISE

**EKURHULENI METROPOLITAN MUNICIPALITY**Department Name: **HUMAN SETTLEMENTS**

Contract No: HS 01-2013

For: **THE CONSTRUCTION OF 100 SUBSIDIZED HOUSES IN MOLELEKI  
EXTENSION 1 AND 2, KATLEHONG 2 CCA****C2.2 PRICING SCHEDULE**

	<b>FIXED CONTRACT BID</b>	<b>ALTERNATIVE BID</b>
Draw 1: Payable on completion of the foundation floor slab	<b>R19 127.50</b>	
Draw 2: Wall Plate stage of house	<b>R16 395.00</b>	
Draw 3: Completion stage of the house and hand over of the housing product	<b>R16 395.00</b>	
Draw 4: Geo Tech on Raft foundation on completion and hand over of the housing product, provided that all the documentation as specified accompanies the claim form.15% as approved.	<b>R8 197.50</b>	<b>R8 197.50</b>
Draw 5: Claim submitted for Happy Letter payment of the approved subsidy and payable on completion and hand over of the housing product, provided that all the documentation as specified accompanies the claim form.	<b>R2 732.50</b>	<b>R2 732.50</b>
<b>TOTAL (EXCLUDING VAT, ESCALATION, TRANSFER COSTS &amp; BENEFICIARY ADMINISTRATION)</b>	<b>R62 847.50</b>	
<b>TOTAL (ROUNDED OFF) (EXCLUDING VAT, ESCALATION, TRANSFER COSTS &amp; BENEFICIARY ADMINISTRATION)</b>	<b>R62 848.00</b>	

<b>CONSTRUCTION OF 169 SUBSIDIZED HOUSES TIMES (TOTAL ABOVE) EXCLUDING VAT, ESCALATION, TRANSFER COSTS &amp; BENEFICIARY ADMINISTRATION</b>	<b>R 6 284 800.00</b>
---	-----------------------

**NB: PLEASE NOTE**

- 5. BID PRICES ARE TO BE FIRM: IF HOWEVER THE CONSTRUCTION OF ABOVE MENTIONED HOUSES IS EFFECTED BY A CHANGE IN THE SUBSIDY QUANTUM, THE RATES SUBMITTED ABOVE WILL BE ADJUSTED BY THE SAME PERCENTAGE INCREASE OF THE SUBSIDY QUANTUM.**
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- 7. BID PRICES MAY BE LESS THAN THE SUBSIDY AMOUNT OF R62 848.00. PLEASE COMPLETE ALTERNATIVE BID COLUMN**
- 8. PLEASE ONLY COMPLETE ONE OF THE TWO ABOVEMENTIONED COLUMNS NOT BOTH. IF BOTH COLUMNS ARE COMPLETED BID WILL BE REJECTED**



*[Handwritten Signature]*

Signature of person authorized to sign the bid document

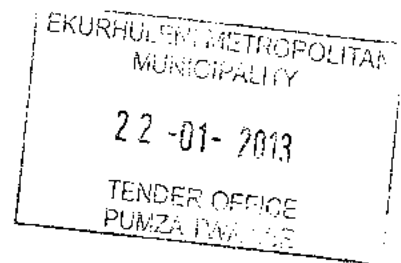
JACOB RAMOSUNGIWAJE SEKWELE

Name in block letters

Jr MANAGING MEMBER Date 21/01/2013

Designation

EKURHULENI METROPOLITAN  
MUNICIPALITY  
22-01-2013  
TENDER OFFICE  
PUMZA  
MUNICIPALITY



## C2.2 PRICING SCHEDULE

	FIXED CONTRACT BID	ALTERNATIVE BID
Draw 1: Payable on completion of the foundation floor slab	R19 127.50	
Draw 2: Wall Plate stage of house	R16 395.00	
Draw 3: Completion stage of the house and hand over of the housing product	R16 395.00	
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<b>TOTAL (EXCLUDING VAT, ESCALATION, TRANSFER COSTS &amp; BENEFICIARY ADMINISTRATION)</b>	<b>R62 847.50</b>	
<b>TOTAL (ROUNDED OFF) (EXCLUDING VAT, ESCALATION, TRANSFER COSTS &amp; BENEFICIARY ADMINISTRATION)</b>	<b>R62 848.00</b>	

CONSTRUCTION OF 169 SUBSIDIZED HOUSES TIMES (TOTAL ABOVE) EXCLUDING VAT, ESCALATION, TRANSFER COSTS & BENEFICIARY ADMINISTRATION	R 5 027 848.00
---	----------------

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*J*

Signature of person authorized to sign the bid document

JACOB RAMODUNGWANE SEKWELE

Name in block letters

JV MANAGING MEMBER Date 21/01/2013

Designation

EKURHULENI METROPOLITAN MUNICIPALITY  
22-01-2013  
TENDER OFFICE  
PUMZA TWAYISE



6

# Ekurhuleni

METROPOLITAN MUNICIPALITY

HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NUMBER: A-HS 03-2013

EKURHULENI  
METROPOLITAN  
MUNICIPALITY  
INTERNAL AUDIT  
23 APR 2013  
NUMBER 27  
SIGNATURE

### BID DOCUMENT

(IN COMPLIANCE WITH THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011 PUBLISHED IN GOVERNMENT GAZETTE NO. 34350 OF 8 JUNE 2011)

THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES 01 JULY 2013 UNTIL 30 JUNE 2016

CIDB GRADING: 8GB

ISSUED BY:	PREPARED BY:	PREPARED FOR:
Department of Finance Bid Office (Bid Initiation Section)  68 Woburn Avenue BENONI 1501  Private Bag X 65 BENONI 1500  Tel: (011) 999-6540/6567 Fax: (011) 999-7511	Name of Consulting Engineer, or if in-house: Dept / Division,  Human Settlements Department: Human Settlement Development Benoni  Mr. J H Gertzen Tel: (011) 999-6709 Fax: (011) 999-7518	Department: Section: Region: Customer Care Centre,  Human Settlements Department: Human Settlement Development Benoni  Mr. A Mokgosi Tel: (011) 999- 6705 Fax: (011) 999-7518

NAME OF BIDDER (BIDDING ENTITY)  
(FULL NAME, i.e. (CC, (Pty) Ltd, Ltd, JV/CONSORTIUM, SOLE PROPRIETOR etc.)

→ Metroprojects Development (Pty) Ltd

TEL NUMBER

: 012 809 1106

FAX NUMBER

: 086 646 5424

EKURHULENI METROPOLITAN MUNICIPALITY

~~BEE VERIFICATION ATTACHED NOTIFICATION~~

~~FINANCIAL STATEMENT ATTACHED NOTIFICATION~~

~~TAX CLEARANCE CERTIFICATE ATTACHED NOTIFICATION~~

TEBOHO RAMAKAU

EKURHULENI METROPOLITAN MUNICIPALITY

23-04-2013

TENDER FROM  
TEBOHO RAMAKAU



## NOTICE TO BIDDERS

### VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an "Acceptable bid", and as such will be rejected.

"Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents.

#### A BID WILL BE REJECTED:

1. If a **VALID ORIGINAL** tax clearance certificate or copy thereof (or in the case of a joint venture or consortium, of all the partners in the joint venture or consortium) has not been submitted with the bid document on closing date of the bid. **(An expired tax clearance certificate submitted at the closure of the bid will NOT be accepted).**  
In bids where Consortia and Joint Ventures are involved, each party must submit a separate Tax Clearance Certificate.  
Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).  
Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).
2. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
3. In the event of a failure to complete and sign the schedule of quantities as required, i.e. only lump sums provided.
4. In the event of there being scratching out, writing over or painting out rates or information, affecting the evaluation of the bid, without initialling next to the amended rates or information
5. In the event of the use of correction fluid (eg. Tippex), any erasable ink, or any erasable writing instrument (e.g. pencil)
6. In the event of non-attendance of compulsory information session.
7. If the Bid has not been properly signed by a person having the authority to do so. **(Refer to Declaration)**
8. If particulars required in respect of the bid have not been completed, except if only the Broad-Based Black Economic Empowerment Certificate as provided for in Regulation 10 of The Preferential Procurement Regulations 2011, is not submitted, the bid will not be disqualified but no preference points will be awarded.
9. If the bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
10. If the bid has been submitted either in the wrong bid box or after the relevant closing date and time.
11. If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal entity, are in arrears for more than three months
12. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
13. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
  - (a) who is in the service of the state, or;
  - (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;

- (c) who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
14. If the bidder is not registered in the required CIDB contractor grading designation (category) or higher, if required in this bid documentation.
  15. If the bidder or any of its directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
  16. If the bidder has abused the EMM's Supply Chain Management System and action was taken in terms of paragraph 38 of the EMM SCM Policy.
  17. In the event of non-submission of financial statements if required (**SEE BID DATA OR PRICING SCHEDULE**). In this regard please note:
    - (17.1). If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders **most recent financial year together with** the audited or independently reviewed annual financial statements **for the two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.
    - (17.2). If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders **most recent financial year together with** the annual financial statements **for the two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.
    - (17.3). **Annual financial statements submitted must comply with the requirements of the Companies Act or the Close Corporations Act.**
    - (17.4). If the bidder only commenced business within the past three years, the bidder is required to submit annual financial statements in compliance with the provisions of (17.1) and (17.2) above for each of its financial years since commencing business.
    - (17.5). If a bidder is not required by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted.
  18. If a **VALID ORIGINAL** NHBC registration certificate or copy thereof (or in the case of a joint venture or consortium, of all the partners in the joint venture or consortium) has not been submitted with the bid document on closing date of the bid. (**An expired registration certificate submitted at the closure of the bid will NOT be accepted**).
  19. If the following have not been fully completed and signed:
    - FORM 2.2.2 - **GENERAL DECLARATION**
    - FORM 2.2.3 - **DECLARATION OF INTEREST**
    - FORM 2.2.4 - **DECLARATION OF BIDDER'S PAST SCM PRACTICES**
    - FORM 2.2.5 - **DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (IF APPLICABLE)**
    - FORM 2.2.6 - **CERTIFICATE OF INDEPENDENT BID DETERMINATION**
    - FORM 2.2.7 - **DECLARATION FOR MUNICIPAL ACCOUNTS**
    - FORM 2.2.8 - **DECLARATION FOR MUNICIPAL ACCOUNTS WHERE BIDS ARE EXPECTED TO EXCEED R10 MILLION**

NOTE:

1. IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.

- 1.1. CLIENT, EMPLOYER, EKURHULENI METROPOLITAN MUNICIPALITY (EMM).
  - 1.2. BID, TENDER AND VARIATIONS THEREOF
  - 1.3. JOINT VENTURE / CONSORTIUM
2. **Very important notice** Bidders must note that only information filled in at the spaces provided therefore in the bid document will be considered for evaluation purposes unless additional space is required and then only if the location of the additional information in the attachments is properly referred to by page number and section heading. Information supplied anywhere else will be disregarded which may lead to the rejection of the bid.
3. **The attachment or inclusion of information not specifically asked for is not desirable and lead to delays in the awarding of bids.** This includes Company Profiles and CV's if not specifically requested

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EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: A-HS 03-2013

THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL 30 JUNE 2016

SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY: Metroprojects Development (Pty) Ltd

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:
<u>Lombardy Business Park</u>	<u>PO Box 76374</u>
<u>Building 2, unit 32</u>	<u>Lynnwood Ridge</u>
<u>cnr Graham Road and Cole Street</u>	<u>0040</u>
<u>Silver Lakes 0081</u>	

TELEPHONE NUMBER : 012 809 1106

FAX NUMBER : 086 646 5424

E-mail ADDRESS : office@metroprojects.co.za / johane@metroprojects.co.za

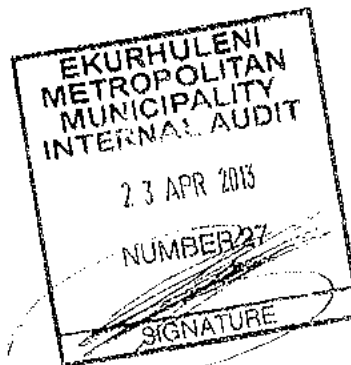
CONTRACT PRICE : R 74 537 -76 (Inclusive of 14% VAT)

(Amount brought forward from the Form of Offer and Acceptance)\*

Signed by authorised representative of the Bidding Entity: 

DATE: 19 April 2013

- Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.





EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: A-HS 03-2013

THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL 30 JUNE 2016

*NB This list of contents indicates the standard sequence for the various parts of the Bid.*

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EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: A-HS 03-2013

THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL 30 JUNE 2016

PART T1 BIDDING PROCEDURES

T1.1 BID NOTICE AND INVITATION TO BID

T1.2 BID DATA

*Dc*

**T1.1 BID NOTICE AND INVITATION TO BID**

ADVERTISED IN: SOWETAN / STAR  
PUBLISHING DATE: 22 MARCH 2013  
NOTICE/REF. NO.: PRN 32/2012

**EKURHULENI METROPOLITAN MUNICIPALITY**

Bids are hereby invited for the following:  
**HUMAN SETTLEMENTS**  
Human Settlement Development

<u>CONTRACT NO.:</u>	<u>DESCRIPTION:</u>	<u>DOC. FEE</u>	<u>CLOSING DATE:</u>
A - HS 03/2013	The appointment of main building contractors to manage small community builders for the construction of approximately 9 966 subsidized houses from 01 July 2013 until 30 June 2016.	R2000.00	23 APRIL 2013

**Bidders must note that this bid may be awarded to more than one bidder. Bidders must note that certain works under this Bid may only be constructed using labour-based construction methods and must limit the utilization of their permanently employed personnel to Key Personnel and all other personnel and labourers must be recruited locally**

Bidders must be registered with the Construction Industry Development Board (CIDB) in a contractor grading designation determined in accordance with the sum tendered for an 8 GB class of construction work. Enterprises who have a 7 GB PE grading may also submit bids.

Acceptable bids will be evaluated by using a system that awards points on the basis of **90 points** for bid price and a maximum of **10 points** for the Broad-Based Black Economic Empowerment (B-BBEE) status level of contributor.

**PLEASE NOTE THAT A VALID ORIGINAL OR COPY OF A COMPANY'S TAX CLEARANCE CERTIFICATE (OR IN THE CASE OF A JOINT VENTURE, OF ALL THE PARTNERS IN THE JOINT VENTURE) MUST BE SUBMITTED WITH THE BID DOCUMENT**

Bid documents will be available as from 12:00 on **MONDAY, 25 MARCH 2013, and thereafter on weekdays from 08:00 until 15:00 ONLY**, upon payment of a cash non-refundable document fee of **R 2000-00 per set**, at the Tender Offices, Ground Floor, 68 Woburn Avenue, Benoni. (Tel. No. (011) 999-6540/6567)

A **compulsory information session** will be held at 10:00 on **WEDNESDAY, 03 APRIL 2013**. Prospective bidders are requested to meet on the said date and time at: **BOARDROOM 127, FIRST FLOOR, 29 LAKEVIEW CRESCENT, and KLEINFONTEIN LAKE OFFICE PARK, OFF PIONEER ROAD, BENONI**. Bid documentation will not be available at the compulsory information session.

Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be sealed and externally endorsed with the **CONTRACT NUMBER AND DESCRIPTION** and placed in bid box number **THIRTEEN (13)**, on the Ground Floor, 68 Woburn Avenue, Benoni, not later than 10:00 on **TUESDAY, 23 APRIL 2013**. Bids will be opened immediately thereafter, in public, in the Conference Room, Ground Floor, at above-mentioned address. All bids shall hold good for **120 days** as from the closing date of bids.

Bids which are not received and/or deposited in the specified bid box before 10:00 on the closing date for the bid mentioned hereinbefore, will be marked as late bids and such bids shall in terms of the **SCM Policy** of the Ekurhuleni Metropolitan Municipality, not be considered by the Council as valid bids.



Enquiries must be directed to Mr. Johann Gertzen at telephone number (011) 999 - 6709.

Bidders attention is specifically drawn to the provisions of the bid rules which are included in the bid documents. The lowest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid not suitably endorsed or comprehensively completed, as well as the right to accept a bid in whole or part. Bids completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the EMM.

TELEFAX OR E-MAIL BIDS ARE NOT ACCEPTABLE

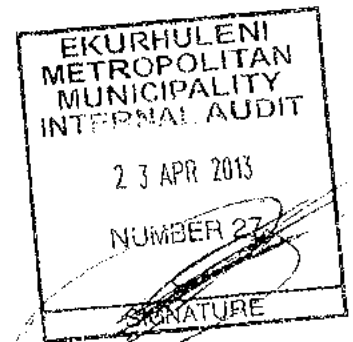
MR. K. NGEMA  
CITY MANAGER  
EMM



**Ekurhuleni**  
METROPOLITAN MUNICIPALITY

HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NUMBER: A-HS 03-2013



**BID DOCUMENT**

(IN COMPLIANCE WITH THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011 PUBLISHED IN GOVERNMENT GAZETTE NO. 34350 OF 8 JUNE 2011)

**THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES 01 JULY 2013 UNTIL 30 JUNE 2016**

CIDB GRADING: 8GB

ISSUED BY:	PREPARED BY:	PREPARED FOR:
Department of Finance Bid Office (Bid Initiation Section)  68 Woburn Avenue BENONI 1501  Private Bag X 65 BENONI 1500  Tel: (011) 999-6540/6567 Fax: (011) 999-7511	Name of Consulting Engineer, or if in-house: Dept / Division,  Human Settlements Department: Human Settlement Development Benoni  Mr. J H Gertzen Tel: (011) 999-6709 Fax: (011) 999-7518	Department: Section: Region: Customer Care Centre,  Human Settlements Department: Human Settlement Development Benoni  Mr. A Mokgosi Tel: (011) 999-6705 Fax: (011) 999-7518

NAME OF BIDDER (BIDDING ENTITY)  
(FULL NAME, i.e. (CC, (Pty) Ltd, Ltd,  
JV/CONSORTIUM, SOLE PROPRIETOR  
etc.)

: Metroprojects Development (Pty) Ltd

TEL NUMBER

: 012 809 1106

FAX NUMBER

: 086 646 5424

## NOTICE TO BIDDERS

### VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

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#### A BID WILL BE REJECTED:

1. If a **VALID ORIGINAL** tax clearance certificate or copy thereof (or in the case of a joint venture or consortium, of all the partners in the joint venture or consortium) has not been submitted with the bid document on closing date of the bid. **(An expired tax clearance certificate submitted at the closure of the bid will NOT be accepted).**  
In bids where Consortia and Joint Ventures are involved, each party must submit a separate Tax Clearance Certificate.  
Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).  
Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).
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3. In the event of a failure to complete and sign the schedule of quantities as required, i.e. only lump sums provided.
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6. In the event of non-attendance of compulsory information session.
7. If the Bid has not been properly signed by a person having the authority to do so. **(Refer to Declaration)**
8. If particulars required in respect of the bid have not been completed, except if only the Broad-Based Black Economic Empowerment Certificate as provided for in Regulation 10 of The Preferential Procurement Regulations 2011, is not submitted, the bid will not be disqualified but no preference points will be awarded.
9. If the bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
10. If the bid has been submitted either in the wrong bid box or after the relevant closing date and time.
11. If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal entity, are in arrears for more than three months
12. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
13. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person --
  - (a) who is in the service of the state, or;
  - (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;

- (c) who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
14. If the bidder is not registered in the required CIDB contractor grading designation (category) or higher, if required in this bid documentation.
  15. If the bidder or any of its directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
  16. If the bidder has abused the EMM's Supply Chain Management System and action was taken in terms of paragraph 38 of the EMM SCM Policy.
  17. In the event of non-submission of financial statements if required (**SEE BID DATA OR PRICING SCHEDULE**). In this regard please note:
    - (17.1) If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders **most recent financial year together with** the audited or independently reviewed annual financial statements for the **two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted.
    - (17.2) If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders **most recent financial year together with** the annual financial statements for the **two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted.
    - (17.3) **Annual financial statements submitted must comply with the requirements of the Companies Act or the Close Corporations Act.**
    - (17.4) If the bidder only commenced business within the past three years, the bidder is required to submit annual financial statements in compliance with the provisions of (17.1) and (17.2) above for each of its financial years since commencing business.
    - (17.5) If a bidder is not required by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted.
  18. If a **VALID ORIGINAL** NHBC registration certificate or copy thereof (or in the case of a joint venture or consortium, of all the partners in the joint venture or consortium) has not been submitted with the bid document on closing date of the bid. (**An expired registration certificate submitted at the closure of the bid will NOT be accepted**).
  19. If the following have not been fully completed and signed:
 

FORM 2.2.2	-	GENERAL DECLARATION
FORM 2.2.3	-	DECLARATION OF INTEREST
FORM 2.2.4	-	DECLARATION OF BIDDER'S PAST SCM PRACTICES
FORM 2.2.5	-	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (IF APPLICABLE)
FORM 2.2.6	-	CERTIFICATE OF INDEPENDENT BID DETERMINATION
FORM 2.2.7	-	DECLARATION FOR MUNICIPAL ACCOUNTS
FORM 2.2.8	-	DECLARATION FOR MUNICIPAL ACCOUNTS WHERE BIDS ARE EXPECTED TO EXCEED R10 MILLION

NOTE:

1. IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.

- 1.1. CLIENT, EMPLOYER, EKURHULENI METROPOLITAN MUNICIPALITY (EMM).
- 1.2. BID, TENDER AND VARIATIONS THEREOF
- 1.3. JOINT VENTURE / CONSORTIUM

2. **Very important notice** Bidders must note that only information filled in at the spaces provided therefore in the bid document will be considered for evaluation purposes unless additional space is required and then only if the location of the additional information in the attachments is properly referred to by page number and section heading. Information supplied anywhere else will be disregarded which may lead to the rejection of the bid.
3. **The attachment or inclusion of information not specifically asked for is not desirable and lead to delays in the awarding of bids.** This includes Company Profiles and CV's if not specifically requested



23-04-2013

EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

TENDER OFFICE  
SISANDA MAYA

CONTRACT NO: A-HS 03-2013

THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL 30 JUNE 2016

SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY: Metroprojects Development (Pty) Ltd

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:
Lombardy Business Park	PO BOX 76374
Building 2, Unit 32	Lynnwood Ridge
corner Graham Road & Cole Street	0040
Silver Lakes, 0081	

TELEPHONE NUMBER : 012 809 1106

FAX NUMBER : 086 646 5424

E-mail ADDRESS : office@metroprojects.co.za / johane@metroprojects.co.za

CONTRACT PRICE : R 74 537-76 (Inclusive of 14% VAT)

(Amount brought forward from the Form of Offer and Acceptance)\*

Signed by authorised representative of the Bidding Entity: [Signature]  
DATE: 19 April 2013

- Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

EKURHULENI  
METROPOLITAN  
MUNICIPALITY  
INTERNAL AUDIT

23 APR 2013

NUMBER 27

SIGNATURE

*ke*

EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: A-HS 03-2013

THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL 30 JUNE 2016

*NB This list of contents indicates the standard sequence for the various parts of the Bid.*

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EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: A-HS 03-2013

THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL 30 JUNE 2016

PART T1 BIDDING PROCEDURES

T1.1 BID NOTICE AND INVITATION TO BID

T1.2 BID DATA

**T1.1 BID NOTICE AND INVITATION TO BID**

ADVERTISED IN: SOWETAN / STAR  
PUBLISHING DATE: 22 MARCH 2013  
NOTICE/REF. NO: PRN 32/2012

**EKURHULENI METROPOLITAN MUNICIPALITY**

Bids are hereby invited for the following:  
**HUMAN SETTLEMENTS**  
Human Settlement Development

<u>CONTRACT NO.:</u>	<u>DESCRIPTION:</u>	<u>DOC. FEE</u>	<u>CLOSING DATE:</u>
A - HS 03/2013	The appointment of main building contractors to manage small community builders for the construction of approximately 9 966 subsidized houses from 01 July 2013 until 30 June 2016.	R2000.00	23 APRIL 2013

**Bidders must note that this bid may be awarded to more than one bidder. Bidders must note that certain works under this Bid may only be constructed using labour-based construction methods and must limit the utilization of their permanently employed personnel to Key Personnel and all other personnel and labourers must be recruited locally**

Bidders must be registered with the Construction Industry Development Board (CIDB) in a contractor grading designation determined in accordance with the sum tendered for an **8 GB** class of construction work. Enterprises who have a **7 GB PE** grading may also submit bids.

Acceptable bids will be evaluated by using a system that awards points on the basis of **90 points** for bid price and a maximum of **10 points** for the Broad-Based Black Economic Empowerment (B-BBEE) status level of contributor.

**PLEASE NOTE THAT A VALID ORIGINAL OR COPY OF A COMPANY'S TAX CLEARANCE CERTIFICATE (OR IN THE CASE OF A JOINT VENTURE, OF ALL THE PARTNERS IN THE JOINT VENTURE) MUST BE SUBMITTED WITH THE BID DOCUMENT**

Bid documents will be available as from 12:00 on **MONDAY, 25 MARCH 2013, and thereafter on weekdays from 08:00 until 15:00 ONLY**, upon payment of a cash non-refundable document fee of **R 2000-00** per set, at the Tender Offices, Ground Floor, 68 Woburn Avenue, Benoni. (Tel. No. (011) 999-6540/6567)

A compulsory information session will be held at 10:00 on **WEDNESDAY, 03 APRIL 2013**. Prospective bidders are requested to meet on the said date and time at: **BOARDROOM 127, FIRST FLOOR, 29 LAKEVIEW CRESCENT, and KLEINFONTEIN LAKE OFFICE PARK, OFF PIONEER ROAD, BENONI**. Bid documentation will not be available at the compulsory information session.

Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be sealed and externally endorsed with the **CONTRACT NUMBER AND DESCRIPTION** and placed in bid box number **THIRTEEN (13)**, on the Ground Floor, 68 Woburn Avenue, Benoni, not later than **10:00 on TUESDAY, 23 APRIL 2013**. Bids will be opened immediately thereafter, in public, in the Conference Room, Ground Floor, at above-mentioned address. All bids shall hold good for 120 days as from the closing date of bids.

Bids which are not received and/or deposited in the specified bid box before 10:00 on the closing date for the bid mentioned hereinbefore, will be marked as late bids and such bids shall in terms of the SCM Policy of the Ekurhuleni Metropolitan Municipality, not be considered by the Council as valid bids.

Enquiries must be directed to Mr. Johann Gertz on at telephone number (011) 999 - 6709.

Bidders attention is specifically drawn to the provisions of the bid rules which are included in the bid documents. The lowest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid not suitably endorsed or comprehensively completed, as well as the right to accept a bid in whole or part. Bids completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the EMM.

TELEFAX OR E-MAIL BIDS ARE NOT ACCEPTABLE

MR. K. NGEMA  
CITY MANAGER  
EMM

## T1.2 BID DATA

The conditions of bid are the **Standard Conditions of Tender** as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, as printed in the **Government Gazette No 31823** dated 30 January 2009. A copy is attached hereto, immediately after page 13.

The under mentioned items of data and deviations will have precedence over the Standard Conditions of bid conditions in Annex F.

The **Standard Conditions of Bid** for Procurements make several references to the bid data for details that apply specifically to this bid. The bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid.

Clause number	Data
<p>F.1.1 ACTIONS</p>	<p>The Employer is: The City Manager Ekurhuleni Metropolitan Municipality Private Bag 1069 Germiston 1400</p>
<p>F.1.2 TENDER DOCUMENTS</p>	<p>The bid documents issued by the Employer comprise:</p> <p><b>THE BID</b></p> <p><b>Part T1 Bidding procedures</b> Part T1.1 Bid notice and invitation to bid Part T1.2 Bid data</p> <p><b>Part T2 Returnable documents</b> Part T2.1 List of returnable documents Part T2.2 Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1 Agreements and contract data</b> C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Agreement in terms of Occupational Health and Safety Act, 1993</p> <p><b>Part C2 Pricing Data</b> C2.1 Pricing Instructions C2.2 Pricing Schedule</p> <p><b>Part C3 Scope of Works</b> C3 Scope of Works</p> <p><b>Part C4 Site Information</b> C4 Site Information</p>

Clause number	Data
<p>F.1.4 COMMUNICATION AND EMPLOYER'S AGENT</p>	<p>The Employer's agent is: Name: J H Gertzen. Address: .29 Lakeview Crescent Kleinfontein Lake Office Park off Pioneer Road Benoni Tel: .011 999-6709 Fax: .0866239567 E-mail: johann.gertzen@ekurhuleni.gov.za</p>
<p>F.2.1 ELIGIBILITY</p>	<p>Only those bidders who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit bids.</p> <p>Only those bidders who are registered with the CIDB in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>8 GB</b> class of construction work, or by a contractor who is registered as a potential emerging enterprise in terms of these regulations at a contractor grading designation one level lower than the required class as specified above are eligible to submit bids, provided that the employer:</p> <ul style="list-style-type: none"> <li>(a) is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and</li> <li>(b) ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract.</li> </ul> <p>Joint Ventures are eligible to submit bids provided that:</p> <ul style="list-style-type: none"> <li>(1) each member of the joint venture is registered with the CIDB,</li> <li>(2) the lead partner has a contractor grading designation in the <b>7 GB</b> class of construction work; and</li> <li>(3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (according to the CIDB website Joint Venture Grading Designation Calculator) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>8 GB</b> class of construction work.</li> </ul>
<p>F.2.7 CLARIFICATION MEETING</p>	<p>The arrangements for a compulsory information session:</p> <p>Location: <b>BOARDROOM 127, FIRST FLOOR, 29 LAKEVIEW CRESCENT, and KLEINFONTEIN LAKE OFFICE PARK, OFF PIONEER ROAD, BENONI.</b></p> <p>Date: <b>WEDNESDAY, 03 APRIL 2013. Starting time: 10:00</b></p>
<p>F.2.12 ALTERNATIVE TENDER OFFERS</p>	<p>The present subsidy quantum available to construct a top structure is R66 533.00 excluding VAT, escalation, contingencies, transfer costs &amp; beneficiary administration, including a 15 percent geotechnical allowance of R8 823.75</p> <p>Bidders must please take note that the funds available in the subsidy quantum for a top structure is fixed amounts and bids exceeding the subsidy quantum of R66 533.00 (excluding VAT, escalation, contingencies, transfer costs, beneficiary administration, including 15% geotechnical allowance will be <b>rejected</b>. In the case of an official increase in the subsidy quantum, the submitted rates will be increased accordingly.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as</p>

Clause number	Data
	<p>modified or proposed Pricing Data must be submitted with the alternative bid offer to enable the Employer to evaluate the efficiency of the alternative and its principal elements, to take a view on the degree to which the alternative and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative bid offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the bidder, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Bid Data must include an amount equal to 5% of the amount bid for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
<p>F.2.13.1 SUBMITTING A TENDER OFFER</p>	<p>Bidders may <b>not</b> offer to provide any of the parts, or combinations thereof, of the works, services or supply identified in the contract data. <b>Work will be distributed evenly amongst the appointed service providers. Bidders shall be appointed on a rotation basis during the period of the contract.</b></p>
<p>F.2.13.3 SUBMITTING A TENDER OFFER</p>	<p>The <b><i>whole original</i></b> bid document, as <b><i>issued by the EMM</i></b>, shall be submitted. <b><i>No copies will be accepted.</i></b></p> <p>Bids may only be submitted on the Bid documentation issued by the EMM.</p>
<p>F.2.13.5 SUBMITTING A TENDER OFFER</p>	<p>The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are:</p> <p>Location of bid box: Bid box number <b>THIRTEEN (13)</b></p> <p>Physical address: Finance Head Office Building Ground Floor 68 Woburn Avenue Benoni</p> <p>Identification details: Contract Number: <b>HS 03- 2013</b></p> <p><b>THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL 30 JUNE 2016</b></p>
<p>F.2.15 CLOSING TIME</p>	<p>The closing time for submission of bid offers is: <b>10:00 on TUESDAY, 23 APRIL 2013</b></p> <p>Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will <b>not</b> be accepted.</p>
<p>F.2.16 TENDER OFFER VALIDITY</p>	<p>The bid offer validity period is <b>120 days</b></p>



Clause number	Data
F.2.18 PROVIDE OTHER MATERIAL	The bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.19 INSPECTIONS, TESTS AND ANALYSIS	Access must be provided for the following inspections, tests and analysis: Concrete mix for the foundation and mortar for the construction of the houses.
F.2.23 CERTIFICATES	<p>The bidder is required to <i>submit with his bid</i>.</p> <ol style="list-style-type: none"> <li>(1) <i>In order to obtain B-BBEE Status Level points in terms of the provisions of Regulations 5(2) or 6(2) of the Preferential Procurement Regulations, 2011, if a bidder is an Exempted Micro Enterprise (EME) in terms of the Broad-Based Black Economic Empowerment Act, Act No. 53 of 2003, a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, Act No. 69 of 1984) or an accredited verification agency, in compliance with the requirements of Regulation 10 of the Preferential Procurement Regulations, 2011;</i></li> <li>(2) <i>In order to obtain B-BBEE Status Level points in terms of the provisions of Regulations 5(2) or 6(2) of the Preferential Procurement Regulations, 2011 if a bidder is not an Exempted Micro Enterprise (EME) in terms of the Broad-Based Black Economic Empowerment Act, Act No. 53 of 2003, an original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating its B-BBEE rating, in compliance with the requirements of Regulation 10 of the Preferential Procurement Regulations, 2011;</i></li> <li>(3) <i>A valid original Tax Clearance Certificate or copy thereof, issued by the South African Revenue Services;</i></li> <li>(4) <i>If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No. 71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years, unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted.</i></li> <li>(5) <i>If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the two immediately preceding financial years, unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted.</i></li> <li>(6) <i>Annual financial statements submitted must comply with the requirements of the Companies Act or the Close Corporations Act.</i></li> <li>(7) <i>If the bidder only commenced business within the past three years, the bidder is required to submit annual financial statements in compliance with the provisions of (1) and (2) above for each of its financial years since commencing business.</i></li> </ol>

	<p>(8) If a bidder is not required by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted</p> <p>(9) A valid original or copy of enrolment certificate issued by the NHBRC: If not attached bid will be rejected. EMM reserves the right to verify the validity of the bidder's NHBRC enrolment with the NHBRC on their web site.</p>
F.3.4 OPENING OF BID SUBMISSIONS	<p>The time and location for opening of the bid offers are: Immediately after the closing time for submission of bid.</p> <p>Location: Conference Room Ground Floor EMM Finance Head Office 68 Woburn Avenue BENONI</p>
F.3.5 TWO- ENVELOPE SYSTEM	A two-envelope procedure will not be followed.
F.3.9 3.9.1 ARITHMETICAL ERRORS	<p>Replace the contents of the clause with the following:</p> <p>"Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <p>a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</p> <p>b) If bills of quantities/Scope of Works (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the rate shall govern and the line item total shall be corrected.</p> <p>c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals.</p> <p>Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above."</p>
F.3.11 EVALUATION OF BID OFFERS	The preference procedure for evaluation of responsive bid offers shall be the 90/10 point preference system, being a maximum of 90 points for price and a maximum of 10 points for B-BBEE Status level of Contributor substantiated by the Broad-Based Black Economic Empowerment Status Level Certificate to be submitted in accordance with Regulation 10 of the Preferential Procurement Regulations, 2011 in full compliance with Form 2.3.3.
F.3.13.1 ACCEPTANCE OF BID OFFER	Bids containing any one or more of the errors or omissions, or bids not having complied with any one of the peremptory bid conditions as detailed on page 2 of this bid document, shall not be considered and shall automatically be rejected.

<p>F.3.18 PROVIDE COPIES OF THE CONTRACTS</p>	<p>The number of paper copies of the signed contract to be provided by the Employer is: 3 (Three)</p>
<p>ADDITIONAL CONDITIONS APPLICABLE TO THIS BID</p>	<p>The additional conditions of bid are:</p> <ol style="list-style-type: none"> <li>1 The Employer may also request that the bidder provide written evidence that his financial, labour and other resources are adequate for carrying out the contract.</li> <li>2 The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations.</li> <li>3 The Employer reserves the right to appoint more than one Main Contractors and allocate work on a rotation basis as detailed in C3.1.2, C3.1.3 &amp; C3.1.4. The bidders shall be required to complete the Form of Offer and Acceptance (C1.1), the Pricing Schedule (C2.2) and ensure that they understand the Scope of Works in C3. Take note of the pricing instructions in C2.1</li> <li>4 <b>The highest scoring bidder's price as quoted in the bid document will be offered to the second and third highest scoring bidders</b></li> <li>5 Labour Statistics must be submitted monthly together with invoices submitted for payment to the HOD Human Settlements Development.: The EPWP format must be used and can be obtained from the employer; If invoices are not submitted on a monthly basis, the labour statistics must still be submitted on a monthly basis to the HOD Human Settlements Department in the prescribed format. If the labour statistics are not submitted as requested, payment of invoices will be delayed until the labour statistics are received.</li> <li>6 The bid document shall be submitted as a whole and shall <b>not</b> be taken apart .</li> <li>7 <b>List of returnable documents (PART T2) must be completed in full.</b> (A bidder's company profile will not be used by the EMM to complete PART T2 on behalf of the bidder)  <b>NB: If PART T2 is not completed in full by the bidder, this offer will be rejected.</b></li> </ol>
	<p>The approximate 9 966 subsidized houses will be constructed in different townships in Ekurhuleni Metropolitan Municipality. The employer reserves the right to add more houses in different townships and Regions during the term of the contract</p>

*De*

**ANNEX F**  
(normative)

**Standard Conditions of Tender**

These Standard Conditions of tender that follow below are identical to that contained in Annex F of the CIDB Revised Standard for Uniformity in Construction Procurement, published in terms of the Construction Industry Development Board Act, 2000 (Act No 38 of 2000) published in the Government gazette No 31823 of 30 January 2009 which can be obtained from the CIDB web page ([cidb.org.za](http://cidb.org.za)).

**F.1 General**

**F.1.1 Actions**

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

**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 decision where 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 decision taken.

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

**F.1.2 Tender Documents**

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

**F.1.3 Interpretation**

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

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

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

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personnel interests which make it difficult to fulfil his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personnel or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- 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; and

- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

**F.1.4 Communication and Employer's agent**

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

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

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

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

**F.1.6 Procurement procedures**

**F.1.6.1 General**

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

**F.1.6.2 Competitive negotiation procedure**

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

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

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

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

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

**F.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the

method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

**F.1.6.3.2 Option 2**

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

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

**F.2 Tenderer's obligations**

**F.2.1 Eligibility**

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

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

**F.2.2 Cost of tendering**

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.

**F.2.3 Check documents**

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

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

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

**F.2.5 Reference documents**

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

**F.2.6 Acknowledge addenda**

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

**F.2.7 Clarification meeting**

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

**F.2.8 Seek clarification**

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

- F.2.9 Insurance**  
Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
- F.2.10 Pricing the tender offer**
- F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
- F.2.10.2** Show VAT payable by the Employer separately as an addition to the tendered total of the prices.
- F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.
- F.2.11 Alterations to documents**  
Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.
- F.2.12 Alternative tender offers**
- F.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
- F.2.13 Submitting a tender offer**
- F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

- F.2.14 Information and data to be completed in all respects**  
Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- F.2.15 Closing time**
- F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- F.2.16 Tender offer validity**
- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".
- F.2.17 Clarification of tender offer after submission**  
Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
- Note:** Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.
- F.2.18 Provide other material**
- F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
- F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.
- F.2.19 Inspections, tests and analysis**  
Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
- F.2.20 Submit securities, bonds, policies, etc.**  
If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
- F.2.21 Check final draft**  
Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.
- F.2.22 Return of other tender documents**  
If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data



- F.2.23 Certificates**  
Include in the tender submission or provide the employer with any certificates as stated in the tender data.
- F.3 The employer's undertakings**
- F.3.1 Respond to requests from the tenderer**
- F.3.1.1** Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.
- F.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:
- 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;
  - the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
  - in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.
- F.3.2 Issue Addenda**  
If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.
- F.3.3 Return late tender offers**  
Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.
- F.3.4 Opening of tender submissions**
- F.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
- F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion, for the main tender offer only.
- F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.
- F.3.5 Two-envelope system**
- F.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
- F.3.5.2** Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.
- F.3.6 Non-disclosure**  
Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

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

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

**F.3.8 Test for responsiveness**

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

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

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

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

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

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

**F.3.9.1** Check responsive tender offers for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

**F.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

**F.3.9.3** Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.

**F.3.9.4** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If the 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**

**F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

#### F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

#### F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preference:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:  
$$T_{EV} = N_{FO} + N_P$$
where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
 $N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

#### F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:  
$$T_{EV} = N_{FO} + N_Q$$
where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
 $N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.
- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

#### F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preferences claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where:  $N_F$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
 $N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.  
 $N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

**F.3.11.6 Decimal Places**

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

**F.3.11.7 Scoring Financial Offers**

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

$$N_{FO} = W_1 \times A$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer.  
 $W_1$  is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.  
 $A$  is a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

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

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

**F.3.11.8 Scoring preferences**

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

**F.3.11.9 Scoring quality**

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

$$N_Q = W_2 \times S_Q / M_S$$

where:  $S_Q$  is the score for quality allocated to the submission under consideration;  
 $M_S$  is the maximum possible score for quality in respect of a submission; and  
 $W_2$  is the number of tender evaluation points awarded for quality offered as stated in the tender data.

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

**F.3.14 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,
  - c) other revisions agreed between the employer and the successful tenderer, and

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

**F.3.15 Issue final contract**

Prepare and issue the final draft of contract to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any).

**F.3.16 Notice to unsuccessful tenderers**

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

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

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

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

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

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

EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: A-HS 03-2013

THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL 30 JUNE 2016

**PART T2 LIST OF RETURNABLE DOCUMENTS**

*The bidder must complete the following returnable documents.*

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T2.2	OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES.....	41
T2.3	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT.....	60
T2.4	OTHER DOCUMENTS THAT WILL BE INCLUDED IN THE CONTRACT	

**NOTE:**

Although the documents under Part T2 is headed "Returnable Documents" in line with the CIDB model, these are not the only documents to be returned together with the bid. All the documents indicated on Part T1, must be completed and signed where applicable and submitted as a **complete set of documents**

T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES

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**FORM 2.1.1 SCHEDULE OF CONSTRUCTIONAL PLANT**

The Bidder shall state below what Constructional Plant will be available for the work should he be awarded the Contract.

	DESCRIPTION, SIZE, CAPACITY	NUMBER
	CAT TLB'S	2
	6m <sup>3</sup> Tipper Trucks	2
	Tractor and trailer	1+1
	LDV	4
	3 Ton truck	1
	Concrete mixers	3
	Poker vibrators	4
	Power floats	4
	Hand tools (various quantities and tools to be issued to appointed small local sub contractors)	
	Borag compactors	2

EKURHULENI METROPOLITAN  
 MUNICIPALITY  
 23-04-2013  
 TENDER OFFICE  
 SISANDA MAYA

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	DESCRIPTION, SIZE, CAPACITY	NUMBER
	<div data-bbox="404 940 843 1239" data-label="Text"> <p>EKURHULENI METROPOLITAN MUNICIPALITY</p> <p>23-04-2013</p> <p>TENDER OFFICE SISANDA MAYA</p> </div>	



What was your turnover in the previous financial year? .....

What is the estimated turnover for your current financial year? .....

Physical facilities:

Provide information on offices, factories, yards and warehouses occupied by your enterprise (attach details if the space provided is not enough)

Description	Address	Area (m <sup>2</sup> )

**SMME STATUS - (COMPULSORY)**

**TO BE COMPLETED FOR STATISTICAL PURPOSES ONLY AND WILL NOT BE USED FOR EVALUATION PURPOSES**

Provide details on the following

Sector/Sub-Sector in accordance with the Standard Industrial Classification	
Total Full-time Equivalent of paid Employees	
Total Annual Turnover	
Total Gross Asset Value	
Size or Class (Medium, Small, Very Small, Micro)	

**EKURHULENI METROPOLITAN MUNICIPALITY**  
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NOTE : If all of the above does not adhere to the definition of a single class, use the total Annual Turnover only to decide on the class.

*Dr*

List your current contracts and obligations:

Description	Value (R)	Start date	Duration	Expected completed date
-------------	-----------	------------	----------	-------------------------

Do you have the capacity to supply the goods and services described in this bid, should the contract be awarded to you? **YES**

**FORM 2.1.3 STAFFING PROFILE**

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Own staff: gender and race	Number of staff
----------------------------	-----------------

Staff to be employed for the project: gender and race	Number of staff
---	-----------------

ENCLOSURE FROM OLITAN MUNICIPALITY

23-04-2013

TENDER OFFICE  
SISANIYA MAYA



FORM 2.14 PROPOSED KEY PERSONNEL

The Bidder shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the project should his Bid be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

DESIGNATION	NAME OF	NATIONALITY	SUMMARY OF		NQF 7 Certified Yes/No
	(i) NOMINEE (ii) ALTERNATE		QUALIFICATIONS	EXPERIENCE AND PRESENT OCCUPATION	
HEADQUARTERS Partner/director					
Project manager					
Other key staff (give designation)					
CONSTRUCTION MONITORING Site Agent					
Engineer on Site					
Construction supervisor (give designation)					
Other key staff (give designation)					

LITAN

21

Provide the following information on relevant previous experience. Indicate comparable projects of similar or larger size. This information is material to the award of the Contract.

No points will be awarded if reference cannot be reached or if it refuses to supply information. Give at least two(2) names and telephone numbers and e-mail address per reference.

EMPLOYER (Name, tel no and fax no)	CONSULTING ENGINEER (Name, tel no and fax no)	NATURE OF WORK CARRIED OUT PREVIOUSLY	VALUE OF WORK	YEAR OF COMPLETION

EXORHOUT OF METROPOLITAN MUNICIPALITY  
 23-04-2013  
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NAME OF BIDDING ENTITY .....

FORM 2.1.7 JOINT VENTURE/ CONSORTIUM AUTHORITY

JOINT VENTURE/ CONSORTIUM INFORMATION

(Complete only if applicable)

The parties hereto form a Joint Venture/ Consortium for the purpose of jointly bidding and obtaining the award of contract for THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL 30 JUNE 2016 and of jointly performing such contract under joint and several responsibility.

The share of the partners in the Joint Venture/ Consortium shall be :

Full Name and address of Lead enterprise

..... %

Full Name and address of 2<sup>nd</sup> enterprise

..... %

Full Name and address of 3<sup>rd</sup> enterprise

..... %



The Lead Partner is hereby authorised to incur liabilities, receive instructions, payments, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.

The parties hereto shall make available to the Joint Venture/ Consortium the technical advice and benefit of their individual experience and shall, in all other respects, endeavour to share the responsibility and burden of the performance of the Joint Venture/ Consortium.

To this end the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss and personnel.

The Lead Partner shall supply, in its name, the necessary insurance prescribed for the industry and such other insurance as may be prescribed by the EMM, for the amount and period as stated in the Contract Data.

The Joint Venture/ Consortium may not be terminated by any of the parties hereto until either:

The contract has been awarded to another bidder

or

Regulation 11(8) of the Preferential Procurement Regulations, 2011 provides that :

"A person must not be awarded points for B-BBEE Status Level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an exempted micro enterprise that has capability and ability to execute the sub-contract."

Regulation 11(9) of the Preferential Procurement Regulations, 2011 provides that :

A bidder awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the bidder concerned, unless the contract is sub-contracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.

Provide details on all sub-contractors you intend utilising for this contract:

Type of work to be used for	As a % of contract	Name of sub-contractor	B-BBEE Status Level of Contributor Points of sub-contractor
Brick work (Building)	25% / unit	Locally sourced	1 = 10 points
Plumbing	12% / unit	Local appointment	1 = 10 points
Carpentry	10% / unit	Local appointment	1 = 10 points
Painting	4% / unit	Local appointment	1 = 10 points
Total % of contract sub-contracted	51%	This percentage relate to the labour component of a housing unit and will in total be less than 25% of the total cost.	

It is commonplace in the developments of Metro projects that smaller, local, Black-Owned sub-contractors are included in a development without having to provide a quotation.

This mechanism affords a participation opportunity to technically skilled individuals / entities that lack administration skills, to secure a "foot in the door". Mentorship is then provided to such sub-contractors in the field of administration, planning and programming.

EKURHULENI METROPOLITAN  
MUNICIPALITY

23-04-2013

TENDER OFFICE  
SISANDA MAYA



**DETAILS OF BIDDING ENTITY'S BANK**

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

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

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name	
Branch code	
Street address	
Postal address	
Telephone number	
Fax number	
Account number	
Type of account, (i.e. cheque account)	

**BIDDER'S TAX DETAILS**

Bidder's VAT vendor registration number:

Bidder's SARS tax reference number:

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FORM 2.1.10

DETAILS OF ALTERNATIVE BIDS SUBMITTED

See condition of bid.

	DESCRIPTION
	None

FORM 2.1.11

AMENDMENTS AND QUALIFICATIONS BY BIDDER

See condition of bid

PAGE	DESCRIPTION		
	<table border="1"><tr><td data-bbox="362 1169 769 1503">EKURHULENI METROPOLITAN MUNICIPALITY  23 -04- 2013  TENDER OFFICE SISANDA MAYA</td><td data-bbox="769 1169 1434 1865">None</td></tr></table>	EKURHULENI METROPOLITAN MUNICIPALITY  23 -04- 2013  TENDER OFFICE SISANDA MAYA	None
EKURHULENI METROPOLITAN MUNICIPALITY  23 -04- 2013  TENDER OFFICE SISANDA MAYA	None		



EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: A-HS 03-2013

THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL 30 JUNE 2016

T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

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FORM 2.2.1 TAX CLEARANCE CERTIFICATE

A VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY THEREOF, OBTAINED FROM SARS TO BE SUBMITTED WITH BID DOCUMENTS.

Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).

Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this bid not being further considered for the award of the contract, by the Bid Evaluation Committee.

For the original valid tax clearance certificate, please refer to Annexure B: Requisite documentation of the attached proposal.

NAME OF BIDDING ENTITY Metropojects Development (Pty) Ltd

FORM 2.2.2 GENERAL DECLARATION:

I/We, the undersigned:

- (a) bid to supply and deliver to the EKURHULENI METROPOLITAN MUNICIPALITY [hereafter "EMM"] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;
- (b) agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;
- (c) further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; C3 and C4", attached hereto, should this bid be accepted in whole or in part;
- (d) confirm that this bid may only be accepted by the EMM by way of a duly authorised Letter of Acceptance;
- (e) declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Bill of Quantities/Scope of Works and completed the Returnable Schedules and declarations, attached hereto;
- (f) declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the EMM and the undersigned;
- (g) certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown.;
- (h) acknowledge that the information furnished is true and correct;
- (i) accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of the EMM that the claims are correct. If the claims are found to be inflated, the EMM may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the EMM as a result of the award of the contract and/or cancel the contract and claim any damages which the EMM may suffer by having to make less favourable arrangements after such cancellation;
- (j) declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and
- (k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.
- (l) declare that the signatory to the bid document is duly authorised; and
- (m) agree that documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the EMM.
- (n) declare that the Broad-Based Black Economic Empowerment Certificate submitted herewith in terms of Regulation 10 of the Preferential Procurement Regulations, 2011 is based on true and accurate information and has been obtained from a duly accredited verification agency (or, in the case of an Exempted Micro-Enterprise(EME) from a registered auditor, accounting officer or accredited verification agency)
- (o) declare that the following responses to be true and correct:

Does the bidder have participation in the submission of any other offer for the supplies/services described in the attached documents?

(Tick applicable box)

YES	NO
	✓

If YES the following information must be supplied.

EKURHULENI METROPOLITAN MUNICIPALITY  
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SISANDA MAYA

Handwritten initials/signature

a. The name(s) of the other Bidder(s) involved N/A

2. The full details of the Bidder(s) participation N/A

(p) declare that all of the information furnished is true and correct

Signed at Pretoria this 19 day of April 2013.

Name of Authorised Person: Johan Vorster

Authorised Signature: [Signature]

Name of Bidding Entity: Metropjects Development (Pty) Ltd

Date: 19 April 2013

As witness: 1. [Signature]

EKURHULENI METROPOLITAN  
MUNICIPALITY  
23 -04- 2013  
TENDER OFFICE  
SISANDA MAYA

NAME OF BIDDING ENTITY Metroprojects Development (Pty) Ltd

**FORM 2.2.3 DECLARATION OF INTEREST**

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

3.1 Full Name of Owner of the Bidding Entity: Jeffrey Neil Cleary and Punki Elvis Matlakoan

3.2 Identity Number if applicable

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): Directors

3.4 Company Registration Number: 2001/029739/07

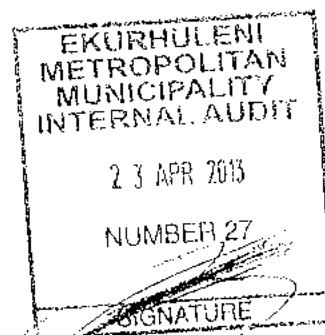
3.5 Tax Reference Number: .....

3.6 VAT Registration Number: .....

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

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

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





3.7 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?  
(Tick applicable box)

YES	NO
	✓

3.8.1 If yes, furnish particulars. N/A

3.9 Have you been in the service of the state for the past twelve months?  
(Tick applicable box)

YES	NO
	✓

3.9.1 If yes, furnish particulars. N/A

3.10 Do you have any relationship (close family member, partner or associate) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?  
(Tick applicable box)

YES	NO
	✓

3.10.1 If yes, furnish particulars.  
N/A

3.11 Are you aware of any relationship (close family member, partner or associate) 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?  
(Tick applicable box)

YES	NO
	✓

3.11.1 If yes, furnish particulars  
N/A

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?  
(Tick applicable box)

YES	NO
	✓

3.12.1 If yes, furnish particulars

N/A EKURHULENI METROPOLITAN MUNICIPALITY

23-04-2013

TENDER OFFICE  
SISANDA MAYA



3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

(Tick applicable box)

YES	NO
	✓

3.13.1 If yes, furnish particulars.

N/A

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.

(Tick applicable box)

YES	NO
	✓

3.14.1 If yes, furnish particulars:

N/A

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

Full Name	Identity Number	State Employee Number
Punki Elvis Malakoane		N/A
Jeffrey Neil Cleary		N/A

EKURHULENI METROPOLITAN MUNICIPALITY  
23-04-2013  
TENDER OFFICE  
SISANDA MAYA

EKURHULENI METROPOLITAN MUNICIPALITY INTERNAL AUDIT  
23 APR 2013  
NUMBER 27  
SIGNATURE

Handwritten initials and a mark resembling a cross or the letter 'A'.

CERTIFICATION

I, THE UNDERSIGNED (NAME) Johan Vorster

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

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

  
Signature

19 April 2013  
Date

General Manager  
Capacity

Metro projects Development (Pty) Ltd  
Name of Bidding Entity

EKURHULENI METROPOLITAN MUNICIPALITY  
INTERNAL AUDIT  
23 APR 2013  
NUMBER 27  
SIGNATURE

EKURHULENI METROPOLITAN MUNICIPALITY  
213-04-2013  
TENDER OFFICE  
SISANDA MAYA

FORM 2.2.4 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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


Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.1.1	If so, furnish particulars:  N/A	EKURHULENI METROPOLITAN MUNICIPALITY  23 -04- 2013  TENDER OFFICE SISANDA MAYA	
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.2.1	If so, furnish particulars:  N/A		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.3.1	If so, furnish particulars:  N/A		

*Handwritten signature/initials*

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.4.1	If so, furnish particulars:  N/A		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.7.1	If so, furnish particulars:  N/A		

CERTIFICATION

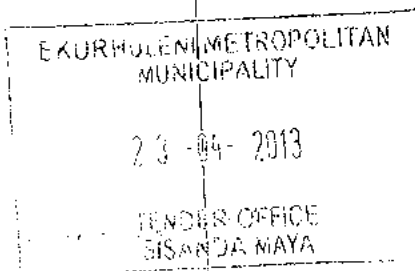
I, THE UNDERSIGNED (FULL NAME) Johan Vorster  
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.  
 I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

  
 Signature

19 April 2013  
 Date

General Manager  
 Position

Metroprojects Development (Pty) Ltd  
 Name of Bidder



NAME OF BIDDING ENTITY Metroprojects Development (Pty) Ltd

**FORM 2.2.5 DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)**

**MUST BE COMPLETED FOR THIS BID**

**BIDDERS MUST COMPLETE THE FOLLOWING QUESTIONNAIRE:**

1.1 Are you by law required to prepare annual financial Statements?

(Tick applicable box)

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

If yes:

1.1.1 If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No. 71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years must be submitted, (unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).

1.1.2 If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the two immediately preceding financial years must be submitted, (unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).

1.1.3 Annual financial statements submitted must comply with the requirements of the Companies Act or the Close Corporations Act. Summaries and/or extracts of annual financial statements shall not be acceptable and shall result in the rejection of the bid.

1.2 If your answer to 1.1 above is YES then, did you only commence business within the past three years?

(Tick applicable box)

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

1.2.1 If yes, the bidder is required to submit annual financial statements in compliance with the provisions of 1.1.1 and 1.1.2 above for each of its financial years since commencing business.

1.3 If your answers to 1.1 above is NO, un-audited financial statements must be submitted with your bid for the periods specified in 1.1.1, 1.1.2 or 1.2.1 above, as the case may be.

N/A

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

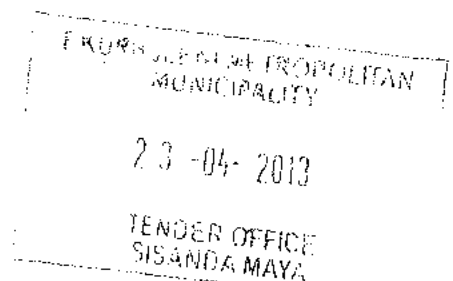
(Tick applicable box)

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

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

2.2 If yes, provide particulars.

N/A



3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? (Tick applicable box)

YES	NO
	✓

3.1 If yes, furnish particulars.

N/A

4. Will any portion of goods or services be sourced from outside the Republic and if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? (Tick applicable box)

YES	NO
	✓

4.1 If yes, furnish particulars


N/A

CERTIFICATION

I, THE UNDERSIGNED (NAME) Johan Vorster

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

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

Signature 

19 April 2013  
Date

General Manager  
Position

Metroprojects Development (Pty) Ltd  
Name of Bidder

EKURHULENI METROPOLITAN  
MUNICIPALITY

23-04-2013

TENDER OFFICE  
SISANDA MAYA

NAME OF BIDDING ENTITY Metroprojects Development (Pty) Ltd

**FORM 2.2.6 : CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Form "2.2.6" must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This Form "2.2.6" serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (Form "2.2.6") must be completed and submitted with the bid:

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

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

EKURHULENI METROPOLITAN  
MUNICIPALITY

23-04-2013

TENDER OFFICE  
SISANDA MAYA

*Pa*



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

CONTRACT NO: A-HS 03-2013

THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL 30 JUNE 2016

(Bid Number and Description)

in response to the invitation for the bid made by:

EKURHULENI METROPOLITAN MUNICIPALITY

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: Metroprojects Development (Pty) Ltd that:  
(Name of Bidder)

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

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

23-04-2013

TENDER OFFICE  
SISANDA MAYA



7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

Signature

Date

General Manager

Metroprojects Development (Pty) Ltd

Position

Name of Bidder

EKURHULENI METROPOLITAN  
MUNICIPALITY

23-04-2013

TENDER OFFICE  
SISANDA MAYA

NAME OF BIDDING ENTITY Mettoprojects Development (Pty) Ltd

FORM 2.2.7: DECLARATION FOR MUNICIPAL ACCOUNTS

**MUST BE COMPLETED FOR THIS BID**

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

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

- (i) I, the undersigned hereby declare that the signatory to this tender document, is duly authorised and further declare:
- (ii) that at the closing date of the bid, no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members to the EMM, or to any other municipality or municipal entity, are in arrears for more than three (3) months.
- (iii) I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (i) above are in arrears for more than three (3) months, the bid will be rejected and the EMM may take such remedial action as is required, including the rejection of the bid and/or termination of the contract.
- (iv) I further declare that copies of any rates and taxes or municipal service charges account/s, will be submitted to the EMM to its satisfaction, **PRIOR** to the commencement with the service/work but not later than 14 days after having been informed of the acceptance of the bid; and that
- (v) I declare that if the bid is awarded to the bidding entity, any moneys due to the bidding entity for services/goods rendered shall be utilised to offset any monies due to a municipality or a municipal entity.
- (vi) The following account/s of the bidding entity has reference:

Municipality	Account number
.....	.....
.....	.....
.....	.....

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

EKURHULENI METROPOLITAN  
MUNICIPALITY  
23-04-2013  
TENDER OFFICE  
SISANDA MAYA

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

Bidding entities who operate from informal settlements	
Bidding entities who operate from a property owned by a director / member / partner	
Bidding entities who operate from somebody else's property	
Bidding entities who rent premises from a landlord	✓
Other (Please specify)	

Signed at Pretoria this 19 day of April 2013

Name of Duly Authorised Signatory: (Please print) Johan Vorster

Authorised Signature: \_\_\_\_\_

As witness: 1. \_\_\_\_\_

2. \_\_\_\_\_

EKURHULENI METROPOLITAN  
MUNICIPALITY  
  
23 -04- 2013  
  
TENDER OFFICE  
SISANDA MAYA

7  
12

NAME OF BIDDING ENTITY Metroprojects Development (Pty) Ltd

**FORM 2.2.8: DECLARATION FOR MUNICIPAL ACCOUNTS WHERE BIDS ARE EXPECTED TO EXCEED R10 MILLION**

**MUST BE COMPLETED FOR THIS BID**

Declaration in terms of paragraph 21(1)(d)(ii) of the Supply Chain Management Policy of the Ekurhuleni Metropolitan Municipality (EMM), to be completed by ALL bidders in cases where the value of the transaction is expected to exceed R10 million (VAT included).

- (i) I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:
- (ii) that at the closing date of the bid, the bidder had no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.
- (iii) I acknowledge that should it be found that any undisputed commitments for municipal services charges towards a municipality or other service provider in respect of which payment is overdue for more than 30 days, the EMM may take such remedial action as is required.
- (iv) I further declare that copies of any rates and taxes or municipal service charges account/s, will be submitted to the EMM to its satisfaction PRIOR to the commencement with the service/work but not later than 14 days after having been informed of the acceptance of the bid; and that
- (v) I declare that if the bid is awarded to the bidding entity, any moneys due to the bidding entity by the EMM for services/goods rendered in terms of this bid shall be utilised to offset any monies due to a municipality or a municipal entity.
- (vi) The following account/s has reference:

Municipality	Account number
--------------	----------------

Signed at..... this..... day of..... 20....

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

EKURHULENI METROPOLITAN MUNICIPALITY
23-04-2013
TENDER OFFICE SISANGA MAYA

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

Bidding entities who operate from informal settlements	
Bidding entities who operate from a property owned by a director / member / partner	
Bidding entities who operate from somebody else's property	
Bidding entities who rent premises from a landlord	✓
Other (Please specify)	

Signed at Pretoria this 19 day of April 2013

Name of Duly Authorised Signatory: (Please print) Johan Vorster

Authorised Signature: *Johan Vorster*

As witness: 1. *P. ...*

2. *J. Vorster*

EKURHULENI METROPOLITAN MUNICIPALITY  
 23 -04- 2013  
 TENDER OFFICE  
 SISANDA MAYA

EKURHULENI METROPOLITAN MUNICIPALITY  
DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: A-HS 03-2013

THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS  
FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL  
30 JUNE 2016

T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT

CONTENTS

		<u>PAGE(S)</u>
FORM 2.3.1	FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2003 .....	61
FORM 2.3.2	RECORD OF ADDENDA TO BID DOCUMENTS .....	63
FORM 2.3.3	ADJUDICATION OF BIDS .....	64
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FORM 2.3.1 FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2003

In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 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 bid for the due fulfilment of all the applicable requirements of the Act and the Regulations.

1 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	<input checked="" type="checkbox"/>
NO	<input type="checkbox"/>

2 Proposed approach 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: Metroprojects procures the services of NEXUS SHE CONSULTANTS, an independant Safety consultant, for the preparation of site safety files, site safety meetings and fortnight safety audits. Audit reports will be submitted to EMM on a monthly basis, or as required. NEXUS will ensure that all work complies with the Occupational Health & Safety Act and in accordance with identified risk areas.	

3 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):

NEXUS SHE CONSULTANTS

EKURHULENI METROPOLITAN MUNICIPALITY

2-3-04-2013

TENDER OFFICE  
SISANDA MAYA

4 Provide details of proposed training (if any) that will be undergone:  
qualified safety representatives and first aiders will be employed from the local community if available. Identified individuals will be offered the opportunity to attend first aid courses.

5 Potential key risks identified and measures for addressing risks:

- Brickwork
  - Concrete / Mortar (General)
  - Loading & Unloading of Vehicles by hand
  - Material Handling / Stacking / Storage
  - Placing of Concrete
  - Plastering
  - Handling of Reinforcing Steel
- } See full risk assessment attached.

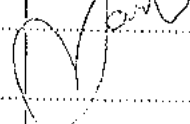
*Handwritten initials*



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

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

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

1  ..... ID NO: .....

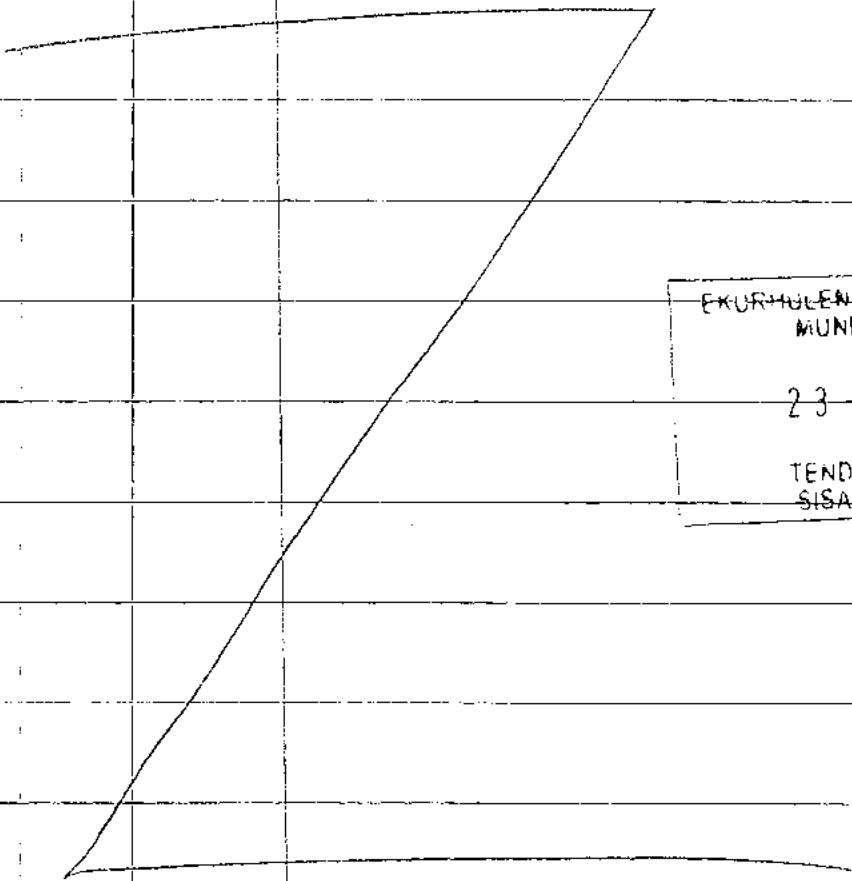
2 ..... ID NO: .....

EKURHULENI METROPOLITAN  
MUNICIPALITY  
23-04-2013  
TENDER OFFICE  
SISANDA MAYA



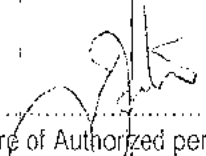
FORM 2.3.2 RECORD OF ADDENDA TO BID DOCUMENTS

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

	Date	Title or Details
1	09/04/2013	Confirmatory notes of compulsory site/clarification meeting
2		
3		
4		
5		
6		
7		
8		
9		
10		

EKURHULENI METROPOLITAN  
 MUNICIPALITY  
 23-04-2013  
 TENDER OFFICE  
 SISANDA MAYA

Attach additional pages if more space is required.

  
 Signature of Authorized person:

19 April 2013  
 Date:

Name: Johan Vorster

Position: General Manager

Handwritten initials or mark

## PROCUREMENT FORM

## ADJUDICATION OF BIDS

Bids are adjudicated in terms of EMM Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

## 1. Technical adjudication and General Criteria

Bids will be adjudicated in terms of inter alia:

- Compliance with bid conditions
- Technical specifications

If the bid does not comply with the bid conditions or technical specifications, the bid shall be rejected. See page 3 and 4 for examples.

## 2. Infrastructure and resources available

Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:

- Physical facilities
- Plant and equipment available for the contract owned by the bidder
- Plant and equipment the bidder intends renting or acquiring, should the contract be awarded to him.

## 3. Size of enterprise and current workload

Evaluation of the bid's position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

## 4. Staffing profile

Evaluation of the bid's position in terms of:

- Staff available for this contract being bided for
- Qualifications and experience of key staff to be utilised on this contract.

## 5. Previous experience

Evaluation of the bid's position in terms of his previous experience. EMPHASIS will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all of the references will be contacted to obtain their input.
- Proof has to be provided for the execution of three relevant projects, preferably an organ of state.
- The minimum number of houses constructed by the bidder in previous contracts shall be 300 houses or more
- Bids not complying will be rejected

6. Financial ability to execute the contract  
Evaluation of the bid's financial ability to execute the contract. EMPHASIS will be placed on the following:

- Estimated cash flow
- Contact the bidder's bank manager to assess the bidder's financial ability to execute the contract and the bidder hereby grants his consent for this purpose.

7. Good standing with SA Revenue Service  
Establish whether a valid original tax clearance certificate or copy thereof has been submitted with the Bid document on closing date of the bid. If no such Certificate or copy thereof has been submitted, the bid must be rejected. If a valid original tax clearance certificate has not been submitted, the bidder shall be requested in writing to submit a valid original tax clearance certificate by a specific date and at a specific venue. **NB** A failure to submit a valid original tax clearance certificate in terms of the aforesaid written request shall result in the rejection of the bid.

8. The bidder **must affix a valid original Tax Clearance Certificate or copy thereof, as well as a valid original or a copy of enrolment certificate issued by the NHBRC** to the last page of the bid document. If documents are not attached bids will be rejected.

**EMM reserves the right to verify the validity of the bidder's NHBRC enrolment with the NHBRC on their web site.**

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).

Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as efilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**NB:**

If the bid does not meet the requirements contained in the EMM Supply Chain Management Policy, and the mentioned framework, it shall not be considered an acceptable bid and shall be rejected by the Municipality, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

9. **Adjudication using a Points System**

Acceptable bids will be evaluated using a system that awards points on the basis of bid price and B-BBEE Status Level of Contribution. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate (from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA)) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

For bids with a bid amount equal to or below R 1 000 000.00 (all applicable taxes included) a maximum of 80 points is allocated for price and a maximum of 20 points for B-BBEE Status Level of Contribution. For bids with a bid amount above R 1 000 000.00 (all applicable taxes included) a maximum of 90 points is allocated for price and a maximum of 10 points for B-BBEE Status Level of Contribution.

A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

*Handwritten signature/initials*

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract

The Municipality shall award the Contract to the Bidder obtaining the highest number of points for Price and B-BBEE Level of Contribution calculated in accordance with the Preferential Procurement Regulations, 2011, unless there are grounds that justify the award to another bidder, in accordance with the provisions of Section 2 (f) of the Procurement Policy Framework Act, Act No. 5 of 2000.

#### 9. Remedies

The City Manager must act in terms of paragraph 13 of the Preferential Procurement Policy Regulations, 2011, against the bidder or person awarded the contract upon detecting that the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis, or any of the conditions of the contract have not been fulfilled

Regulation 13 of the Preferential Procurement Policy Regulations provides as follows:

- "13 (1) An organ of state must, upon detecting that-
- (a) The B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis; or
  - (b) Any of the conditions of the contract have not been fulfilled, act against the tenderer or person awarded the contract.
- (2) An organ of state may, in addition to any other remedy it may have against the person contemplated in sub-regulations (1) –
- (a) Disqualify the person from the tendering process;
  - (b) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) Restrict the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining any business from any organ of state for a period not exceeding 10 years, after *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) Forward the matter for criminal prosecution."

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS  
2011

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:  
- the 80/20 system for requirements with a Rand value of up to R1 000 000 (One Million Rand) (all applicable taxes included); and  
- the 90/10 system for requirements with a Rand value above R1 000 000 (One Million Rand) (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3

1.4 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	90
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

2.1 "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 5(1) of the Broad-Based Black Economic Empowerment Act;

2.4 "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 "comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

1/06



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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## 6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1



7.1 B-BBEE Status Level of Contribution: 5 = 4 (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES/~~NO~~  
(delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted? 20 %

(ii) the name of the sub-contractor? Local sub contractors

(iii) the B-BBEE status level of the sub-contractor? 100%

(iv) whether the sub-contractor is an EME? YES/~~NO~~  
(delete which is not applicable)

9 DECLARATION WITH REGARD TO BIDDING ENTITY

9.1 Name of bidding entity; Metroproprts development (pty) Ltd

9.2 VAT registration number:

9.3 Registration number of bidding entity: 2001/029739/07

9.4 TYPE OF ENTITY

[TICK APPLICABLE BOX]

Partnership/Joint Venture / Consortium

One person business/sole proprietor

Close corporation

Company

Trust

Other (specify) .....

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

Construction / Building / Project Management / Turnkey contractor

9.6 CLASSIFICATION

[TICK APPLICABLE BOX]

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

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MUNICIPALITY

23-04-2013

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SISANDA MAYA

9.7 MUNICIPAL INFORMATION

Municipality where business is situated Isiwe / Klerksdorp / kwa zulu Natal

Consumer Account Number .....

Stand Number .....

9.8 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS AND REGISTRATION DETAILS?

Date of Registration 1989; as a cc and 2001 as a company


Date that commenced business, if different to date of registration 1989

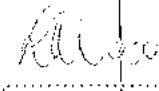
9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the bidder, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7

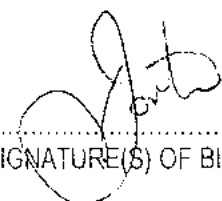
of the foregoing certificate, qualifies the bidder for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

WITNESSES:

1. 

2. 

  
SIGNATURE(S) OF BIDDER(S)

DATE: 19 April 2013

Lombardy Business Park

ADDRESS: Building 2, Unit 32  
Cnr Graham Road and

Cole Street

Silver Lakes

EKURHULENI METROPOLITAN  
MUNICIPALITY

23-04-2013

TENDER OFFICE  
SISANDA MAYA

FORM 2.3.4 GENERAL INFORMATION :

1. Details of Bidding Entity

NAME OF BIDDER Metroprojects Development (Pty) Ltd

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE 012 NUMBER 809 1106

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE 086 NUMBER 646 5424

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED?  
(Tick applicable box)

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

HAS A VALID ORIGINAL OR A COPY OF ENROLMENT CERTIFICATE ISSUED BY THE NHBRC BEEN ATTACHED?  
(Tick applicable box)

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

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED?  
(Tick applicable box)

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

EKURHULENI METROPOLITAN MUNICIPALITY

23-04-2013

TENDER OFFICE  
BY SYDA MAYA

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?  
(Tick applicable box)

- AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
- A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)
- A REGISTERED AUDITOR

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

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

ARE YOU THE ACCREDITED REPRESENTATIVE  
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?  
(Tick applicable box)

IF YES ENCLOSE PROOF)

2. Legal entity: Mark with an X.

Sole proprietor	
Partnership	
Close corporation	
Company	X
Joint venture/ Consortium	
Trust	
Tertiary Institution	
Public Entity	

3. In the case of a Joint venture/ Consortium, provide details on joint venture/ consortium partners:

Joint venture/Consortium member	Type of entity (as defined above)
N/A	

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SISANDA MAYA

4. Income tax reference number: (COMPULSORY)  
(In the case of a joint venture/consortium, provide for all joint venture/consortium members)

9083384140

5. VAT registration number (COMPULSORY):  
(In the case of a joint venture/consortium, provide for all joint venture/consortium members)

6. Company, close corporation, or trust registration number (COMPULSORY):  
(In the case of a joint venture, provide for all joint venture members)

2001/029739/07

7. Construction Industry Development Board (CIDB) registration number (COMPULSORY)  
(In the case of a joint venture, provide for all joint venture members)

119022

8. Details of proprietor, partners, closed corporation members, company directors, or trustees indicating technical qualifications where applicable (Form on the next page).

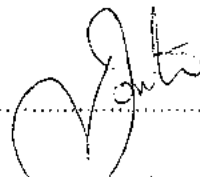
9. For joint ventures/ consortiums the following must be attached:

- Written authority of each JV / consortium partner, for authorized signatory.
- The joint venture/ consortium agreement.

10. For Trusts the following must be attached

- a. Certified copy of the trust deed;
- b. Certified copies of the Letters of Authority issued in terms of S6 of the Trust Property Control Act, Act No.57 of 1988
- c. Certified copy of the resolution of the trustees of the trust authorising the signatory to sign the bid on behalf of the trust

SIGNATURE OF AUTHORIZED PERSON :



DATE :

19 April 2013

EKURHOLENI METROPOLITAN  
MUNICIPALITY

23-04-2013

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DETAILS OF PROPRIETOR, PARTNERS, CLOSE CORPORATION MEMBERS , COMPANY DIRECTORS, TRUSTEES,  
 (In the event of a joint venture/ consortium, to be completed by all of the above of the joint venture/ consortium partners)

Name and Surname	Identity Number	Relevant qualifications and experience	Years of relevant experience

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 MUNICIPALITY  
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 SISANDA MAYA





## OCCUPATIONAL HEALTH AND SAFETY INFORMATION FOR BIDS

THE CONTRACTOR SHALL/MUST SUBMIT THE FOLLOWING TO THE MANAGER OH&S TO OBTAIN A CERTIFICATE OF COMPLIANCE FROM OH&S EKURHULENI METROPOLITAN MUNICIPALITY BEFORE ANY WORK MAY COMMENCE.

1. Proof of Registration with the Compensation Commissioner.
2. Letter of "Good Standing" with Compensation Commissioner.
3. Certified copy of first aid certificate.
4. Physical address where contract is taking place (on Company letterhead).
5. Detailed description of intended work (on Company letterhead).
6. List of all Personal Protective Equipment issued to employees (company letterhead).
7. List of ALL employees on site (on company letterhead).
8. Detailed Health and Safety Plan (on company letterhead).
9. Comprehensive Risk Assessment (Qualification and Contact details of Risk Assessor).
10. Public Liability and Commercial insurance Certificate.
11. All related statutory appointments.
12. Certificates of relevant Training.

The above list represents the minimum content of a safety file in terms of the Construction Regulations (GNR 1010 of 18 July 2003).  
OHS Act 85 of 1993.

Contact details: Mr. JJ van der Westhuizen  
Contract Management Office  
Alberton CCC - Occupational Health Clinic  
Swartkoppies Complex  
Tel: (011) 999 2400  
Fax: (011) 861 2135  
Cell: 082 772774



PLEASE REMEMBER:

- (1) *In order to obtain B-BBEE Status Level points in terms of the provisions of Regulations 5(2) or 6(2) of the Preferential Procurement Regulations, 2011, if a bidder is an Exempted Micro Enterprise (EME) in terms of the Broad-Based Black Economic Empowerment Act, Act No. 53 of 2003, the bidder must attach a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, Act No. 69 of 1984) or an accredited verification agency, in compliance with the requirements of Regulation 10 of the Preferential Procurement Regulations, 2011;*
- (2) *In order to obtain B-BBEE Status Level points in terms of the provisions of Regulations 5(2) or 6(2) of the Preferential Procurement Regulations, 2011 if a bidder is not an Exempted Micro Enterprise (EME) in terms of the Broad-Based Black Economic Empowerment Act, Act No. 53 of 2003, the bidder must attach an original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating its B-BBEE rating, in compliance with the requirements of Regulation 10 of the Preferential Procurement Regulations, 2011;*
- (3) TO ATTACH A VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY THEREOF;
- (4) IN THE CASE OF A JOINT VENTURE, THE VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY/IES THEREOF, OF EACH ENTITY CONSTITUTING THE JOINT VENTURE/CONSORTIUM, MUST BE SUBMITTED WITH THE BID DOCUMENT ;
- (5) ATTACH ALL REQUIRED DOCUMENTS TO THE LAST PAGE OF YOUR BID DOCUMENT
- (6) *BIDDERS OTHER THAN EMES MUST SUBMIT THEIR ORIGINAL AND VALID B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR A CERTIFIED COPY THEREOF, SUBSTANTIATING THEIR B-BBEE RATING ISSUED BY A REGISTERED AUDITOR APPROVED BY IRBA OR A VERIFICATION AGENCY ACCREDITED BY SANAS.*
- (7) TO ATTACH A VALID ORIGINAL NHBRC ENROLMENT CERTIFICATE OR COPY THEREOF; IF NOT ATTACHED BID WILL BE REJECTED. EMM RESERVES THE RIGHT TO VERIFY THE VALIDITY OF THE BIDDER'S NHBRC ENROLMENT WITH THE NHBRC ON THEIR WEB SITE.

EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: A-HS 03-2013

THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL 30 JUNE 2016

THE CONTRACT

PART C1 AGREEMENT AND CONTRACT DATA

PART C2 PRICING DATA  
C2.1 PRICING SCHEDULE

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION

EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: A-HS 03-2013

THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL 30 JUNE 2016

PART C1 AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.2 CONTRACT DATA

C1.3 FORM OF GUARANTEE Not Applicable

C1.4 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

C1.5 DRAWINGS AND GEOTECHNICAL REPORTS

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

23-04-2013

TENDER OFFICE SISANDA MAYA

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL 30 JUNE 2016

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

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

THE OFFERED TOTAL OF THE SUBSIDY QUANTUM PER TOP STRUCTURES, INCLUSIVE OF VALUE ADDED TAX AND 15 PERCENT GEOTECHNICAL ALLOWANCE, EXCLUDING ESCALATION, CONTINGENCIES, TRANSFER COST AND BENEFICIARY ADMINISTRATION IS

Seventy Four thousand Five hundred and thirty seven rand and seventy six cents.
rand (in words); R 74 537 - 76 (in figures),

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

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

FOR THE BIDDER:

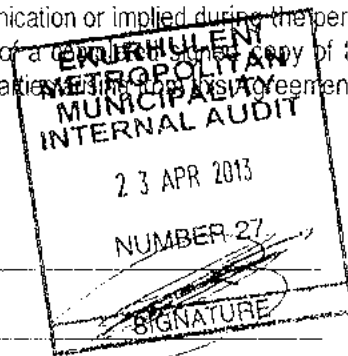
Signature(s)

Name(s)

Capacity

Handwritten signature of Johan Vorster

General Manager
Metropjects Development (Pty) Ltd
Lombardy Business Park Building 2 Unit 32 off Graham Road
(Name and address of organisation) 2nd Cole Street, Silver Lakes



Name and signature of Witness (ie: Mr) Primmer

Date 19 April 2013

ACCEPTANCE

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

The terms of the contract, are contained in

- Part C1 Agreements and Contract Data, (which includes this Agreement)
- Part C2 Pricing Data
- Part C3 Scope of Work
- Part C4 Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

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

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

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

FOR THE EMM:

Signature(s)

*[Handwritten Signature]*

Name(s)

D. Chaine

Capacity

Head of Department Human Settlements

EKURHULENI METROPOLITAN MUNICIPALITY  
(Name and address of organisation)

Name and signature of witness

*[Handwritten Signature]* *[Handwritten Signature]*

Date

13/11/13

EKURHULENI METROPOLITAN MUNICIPALITY

23-04-2013

RECEIVED OFFICE  
SIBANDA MAVA

X

**SCHEDULE OF DEVIATIONS**

Notes:

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

1	Subject	
	Details	
2	Subject	
	Details	
3	Subject	
	Details	
4	Subject	
	Details	
5	Subject	
	Details	
6	Subject	
	Details	

EKURHULENI METROPOLITAN  
 MUNICIPALITY  
 23-04-2013  
 TENDER OFFICE  
 SISANDA MAYA

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

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

X

*ea*

FOR THE BIDDER:

Signature(s)

[Signature]

Name(s)

John Vorster

Capacity

General Manager  
Lombardy Business Park, unit 3  
metroprojects development, Building 2, cnr Graham Rd and  
(Name and address of organisation) Cole Street, Silver Lakes

Name and signature of witness

LeAnn Pinner [Signature]

Date 19 April 2013

FOR THE EMM:

Signature(s)

[Signature]

Name(s)

D Chamee

Capacity

Head of Department: Human Settlements  
EKURHULENI METROPOLITAN MUNICIPALITY  
(Name and address of organisation)

Name and signature of witness

[Signature] JH GERTSEN

Date 13/11/13

EKURHULENI METROPOLITAN MUNICIPALITY  
23-04-2013  
TENDER OFFICE  
SISANDA MAYA

## C1.2 CONTRACT DATA

### CONDITIONS OF CONTRACT

The Agreement is to be the JBCC Series 2000 Principal Building Agreement, Edition 4.1, March 2005, including all other JBCC support documentation that together form the contract between the Employer and the Contractor, is applicable to this Contract and is incorporated herein by reference. AL 27064 attached as Annexure A

Copies of these documents may be obtained from: The Association of South African Quantity Surveyors  
Tel No. (011) 315-4140

#### PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract Pre-Tender information is applicable to this Contract:

Clause	
42.1.1	The Employer is the Ekurhuleni Metropolitan Municipality The Employer's address for receipt of communications is: Physical address: Ekurhuleni Metropolitan Municipality C/o Cross & Rose Streets GERMISTON 1400 Postal address: Private Bag 1069 GERMISTON 1400 Telephone: (011) 999-6709 Fax: (011) 999-7518
42.1.2.	The Principal Agent referred to in the Agreement. The principal Agent address for receipt of communications is: Physical address: Postal address:  Telephone: (011) Fax: (011) E-mail:
42.2.1.	Works description. Described in Scope of Works
42.2.2.	Site description. Described in Scope of Works and Site Information C4
42.2.3.	Works or other installations by direct Contractors. Not applicable.
42.2.4.	Specific options applicable to a State Organ. Not applicable.
42.2.5.	Possession of the site: 1 (Ten) calendar days from acceptance of tender and compliance therewith.
42.2.6.	Commencement of the works: 7(Seven) calendar days after taking possession of the site.
42.2.7.	Completion: The contractor must submit a signed construction programme within 7 (Seven) calendar days after possession of the site, which construction programme will be signed by the Director Human Settlement Development, if in order. The completion date will not exceed 30 June 2016 Penalty per calendar day: R800.00
42.2.8.	Practical completion in sections. Not applicable.



Clause	
42.2.9.	The law applicable to this agreement. RSA.
42.3.	Insurances. Contract Work Insurance, Public Liability Insurance in the amount of R5 000, 000.00, a Coupon for Special Risk Insurance (SASRIA) issued by the South African Special Risk insurance Association

Clause	
42.4.1.	Waiver of the Contractors lien. Yes.
42.4.2.	Construction document copies. 3
42.4.3.	Bill of Quantities drawn up in accordance with: Standard System of Measuring Building Work. Not Applicable see Scope of Works C3
42.4.4.	Submission of priced documents. Not Applicable
42.4.5.	JBCC Engineering General Conditions. Yes
42.4.6.	The contract value is to be adjusted in line with official National subsidy quantum increases.
42.4.7. 7	<p>Details of changes made to the provisions of JBCC standard documentation :</p> <p>Add the following at the end of clause 7:</p> <p>7.1. The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <ul style="list-style-type: none"> <li>(i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.</li> <li>(ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.</li> <li>(iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.</li> <li>(iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.</li> <li>(v) The Contractor shall be obliged to report forthwith to the Employer and HOD Human Settlements Department any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and HOD Human Settlements Department of such investigation, complaint or criminal charge.</li> </ul> <p>7.2. The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act:</p> <ul style="list-style-type: none"> <li>(i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction</li> </ul>

	<p>Regulation 2003, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(f) of the Construction Regulation 2003 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after receiving a completed copy of the Agreement and shall be implemented and maintained from the Commencement of the Works.</p> <p>(ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the HOD Human Settlements Department, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p>
Clause	
10, 11, 12	<p><i>CLAUSE 12 ADD THE FOLLOWING:</i></p> <p>"Notwithstanding the provisions of the General Conditions of Contract and without limiting the obligations liabilities or responsibilities of the Contractor in any way whatsoever including but not limited to the provision by the Contractor of any insurances, the Contractor will effect and maintain for the duration of the Contract until the date of the Certificate of Completion -</p> <p>(i) Contract Works Insurance;</p> <p>(ii) Public Liability Insurance; (R5 000,000.00)</p> <p>(iii) A Coupon for Special Risk Insurance (SASRIA) issued by the South African Special Risk Insurance Association;</p> <p>in the name of the Contractor (including all Sub-Contractors) and Municipality's insurable interest must be noted in the policy.</p> <p>A copy of the Contract Works Insurance, Public Liability Insurance policies and Coupon for Special Risk Insurance as arranged by the Contractor, must be submitted to Municipality. The Insurances will be maintained from the Commencement Date to the date of the Certificate of Completion.</p> <p>The Contractor shall effect and pay for any supplementary insurance, which in its own interest it may deem necessary.</p> <p>The Contractor shall insure that all potential and appointed Sub-contractors are aware of the whole content of this clause, and enforce the compliance by Sub-contractors with this clause where applicable.</p> <p>Any clarification of the scope of cover to be provided by the Policies arranged by the Contractor or the Municipality should be obtained from the Municipality's Broker.</p> <p>The Contractor and its Sub-contractors are deemed to have full knowledge of the terms and conditions under which the required Insurance cover is issued."</p>
12	<p><i>ADD THE FOLLOWING:</i></p> <p>"The Executive Manager insurance &amp; Risks (Mr. Dries van den Berg – (011) 999-7369) will verify the Contractors All Risks insurance cover and issue a letter of confirmation that adequate cover is in place or not."</p>
14	<p>Security. Not Applicable:</p> <p>The Form of Guarantee must substantially contain the wording of the document included as "Form of Guarantee", refer to Part C1.3.</p>

	Where surety is required it shall be in the form of cash, a certified cheque, or a bank guarantee from a banking institution registered in terms of the Banks Act, 1990 (Act No. 94 of 1990) or from an insurer registered in terms of the Insurance Act, 1943 (Act No. 1943 (Act No. 27 of 1943). Where bidders in Category A cannot raise the required surety of 2,5%, and it is feasible to deduct the amount from the first certificate, such concessions may be granted
31	<p>All payments to bidders will only be made by means of Electronic Fund Transfer (EFT). Successful bidders will be requested to submit within 14 days after appointment, the following documents:</p> <ul style="list-style-type: none"> <li>• An original letter from the banking institution to confirm full details of the bank account to the Council (Company name, account number)</li> <li>• An original cancelled cheque (if applicable)</li> <li>• An original letter on the bidding entity's letterhead confirming bank account details into which all contract payments must be made, signed by an authorised official of bidding entity</li> </ul>
31	Retention: Not Applicable
	The original certificate or a copy of the NHBRC enrolment must be submitted and attached to the bid document. If the certificate is not submitted the bid will be rejected
New Clause	Labour Statistics must be submitted monthly together with invoices submitted for payment to the HOD Human Settlements Development. The EPWP format must be used: and can be obtained from the Project Manager. If invoices are not submitted on a monthly basis, the labour statistics must still be submitted on a monthly basis to the HOD Human Settlements Development in the prescribed format. If the labour statistics are not submitted as requested, payment of invoices will be delayed until the labour statistics are received,
New Clause	Work will be distributed evenly amongst the successful bidders during the contract period. Projects will be allocated on a rotation basis during the term of the contract
New Clause	<i>A valid original or copy of the enrolment certificate issued by the NHBRC; If not attached bid will be rejected. EMM reserves the right to verify the validity of the bidder's NHBRC enrolment with the NHBRC on their web site.</i>
New Clause	The approximately 9 966 subsidized houses will be constructed in different townships in Ekurhuleni Metropolitan Municipality. The employer reserves the right to add more townships and houses during the term of the contract, which will be allocated to the main contractors on a rotation basis
New Clause	On receipt of further tranche payments from GDLGH during the course of the contract, the new housing projects will be allocated to the appointed main contractors on a rotation basis subject to the same Pricing Instructions and Pricing Schedule see C2.1 & C2.2 and Scope of Works see C3, excluding dolomite reports. New dolomite reports will be applicable in respect of the new projects. New dolomite reports must be obtained from the Project Managers, This clause will be applicable from date of appointment of contractors until 30 June 2016
New Clause	Bidders must take note of the fact that the number of houses that must be constructed per township will vary between 100 and 968 houses per township. The total number of houses to be constructed is approximately 9 966 over three years. This number may vary depending on the number of subsidies allocated to EMM.
New Clause	It will be the responsibility of Main Contractors to acquaint themselves with the contents dolomite reports. The dolomite information must be made available to the contractors on site. The provision of the data does not relieve the Main Contractors and contractors of their responsibility to satisfy themselves with the subsurface conditions to be encountered. The Employer will not accept any responsibility for any claims or damages if the foundations are not constructed in accordance with the guidelines as set out in the dolomite reports.

New Clause	The total budget available for the construction of the approximately 9 986 subsidized houses is approximately R665 079 273.00
New Clause	The Main Contractors will be responsible to manage the contractors and subcontractors on site. As per Scope of Works see C3 as well as material management of the contractors on site
New Clause	The Main Contractors must enter into agreements with the contractors, sub contractors and labourers for the duration of the contract
New Clause	The Main Contractors shall appoint contractors, sub contractors and labourers to build the houses in conjunction with the steering committees and community structures. Local labour must be used.
New Clause	Should it happen that suitable contractors, sub contractors and labourers are not available in the township where houses must be constructed, the Main Contractors are allowed to source contractors, sub contractors and labour from surrounding areas within Ekurhuleni

PART 2: DATA PROVIDED BY THE CONTRACTOR

The following contract Post-Tender Information are applicable to this contract.

Clause	
42.5.	The Contractor is ..... The Contractor's address for receipt of communications is: Physical address: ..... Postal address: ..... ..... ..... ..... Telephone: ..... Fax: ..... E-mail: .....

EKURHULENI METROPOLITAN  
MUNICIPALITY  
23 -04- 2013  
TENDER OFFICE  
SISANDA MAYA

*Handwritten signature*

01.3 FORM OF GUARANTEE NOT APPLICABLE

23-04-2013

PRO FORMA

CONTRACT NO. A-HS 03/2013

TENDER OFFICE  
SISANDA MAYA

WHEREAS Ekurhuleni Metropolitan Municipality (hereinafter referred to as "the Employer") entered into, a Contract with \_\_\_\_\_ (hereinafter called "the Contractor") on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ for the construction of \_\_\_\_\_ at \_\_\_\_\_

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

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

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

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

\_\_\_\_\_ (R \_\_\_\_\_)

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

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

\_\_\_\_\_

IN WITNESS WHEREOF this guarantee has been executed by us at \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

As witnesses:

1. \_\_\_\_\_ Signature \_\_\_\_\_

2. \_\_\_\_\_ Signature \_\_\_\_\_

Duly authorized to sign on behalf of \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

EKURHULEMI METROPOLITAN  
MUNICIPALITY  
23-04-2013  
TENDER OFFICE  
SISANDIA MAYA

~~X~~

C1.4 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT made at \_\_\_\_\_

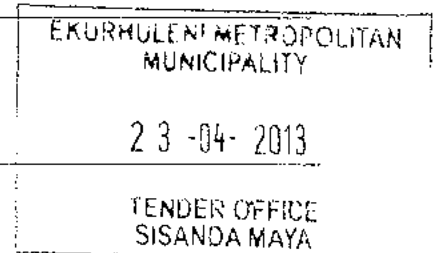
on this the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

between THE EKURHULENI METROPOLITAN MUNICIPALITY (hereinafter called "the Employer") of the one part, herein represented by

in his capacity as \_\_\_\_\_

and

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



in his capacity as \_\_\_\_\_

WHEREAS the Employer is desirous that certain works be constructed, viz THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES 01 JULY 2013 UNTIL 30 JUNE 2016

and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either
  - (a) the date of the Final Approval Certificate issued in terms of Clause 52.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
  - (b) the date of termination of the Contract in terms of Clauses 54, 55 or 56 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
  - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
    - (i) Section 8 : General duties of employers to their employees;
    - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
    - (iii) Section 37 : Acts or omissions by employees or mandataries, and
    - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
  - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 4 In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.



- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 *The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.*
- 7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
  - (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.
8. The contact details of the OH&S Agent for the EMM is as follows:  
 Mr. J.J. van der Westhuizen  
 Contract Management Office  
 Alberton CCC - Occupational Health Clinic  
 Swartkoppies Complex  
 Tel: (011) 999 2400  
 Fax: (011) 861 2135  
 Cell: 082 7727748

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

**SIGNED FOR AND ON BEHALF OF THE EMM:**

WITNESS 1 .....

NAME 1 .....  
 (IN CAPITALS)

**SIGNED FOR AND ON BEHALF OF THE MANDATORY:**

WITNESS 1 .....

NAME 1 .....  
 (IN CAPITALS)

EKURHULeni METROPOLITAN  
 MUNICIPALITY

23 -04- 2013

TENDER OFFICE  
 SISANDA MAYA

CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on \_\_\_\_\_ 200.....

Mr/Ms \_\_\_\_\_ whose signature

appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of \_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

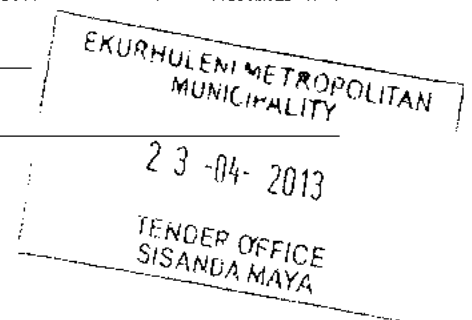
IN HIS/HER CAPACITY AS : \_\_\_\_\_

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

SIGNATURE OF SIGNATORY : \_\_\_\_\_

WITNESS 1 .....

NAME 1 .....  
(IN CAPITALS)



**C1.5 DRAWINGS AND GEOTECHNICAL REPORTS**

**Drawings**

Please refer to the Scope of Works C3.3.13 to C3.3.14.12, C3.7 and List of Annexures C3.8.1

**Geotechnical reports**

Reports must be obtained from the Project Managers prior to the commencement of work

EKURHULEMI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: A-HS 03-2013

THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL 30 JUNE 2016

PART C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.2 PRICING SCHEDULE

*Handwritten signature*

## C2.1 PRICING INSTRUCTIONS

- 1 The Standard Conditions of Tender, Bid Data, Contract Data, the Scope of Works (including the Project Specifications) the Drawings and geo technical reports shall be applicable.
- 2 The Bidder shall not group a number of items together and bid one sum for such group of items. The pricing schedule shall be completed per item.
- 3 The bid rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, and Scope of Works and remain valid irrespective of any change in the quantities during the execution of the Contract.
- 4 The quantities of work as measured and accepted and certified for payment in accordance with the Scope of Works and Conditions of Contract, will be used to determine payments to the Main Contractor.
- 5 Ordering of materials must be based on information issued for construction purposes.
- 6 This is a fixed price contract and no escalation will be applicable. The bid amount shall not exceed the present subsidy quantum of R66 533.00 per house as per C2.2
- 8 If however the construction of houses is effected by a change in the National housing subsidy quantum, the rates will be adjusted by the same percentage increase of the subsidy quantum.
- 9 The bid shall be priced as per attached pricing schedule.
- 10 The rates of the bidder scoring the highest evaluation points (90 price: 10 B-BBEE) will be offered to the other successful bidders.
- 11 Provision is made in the Scope of Works regarding the construction cost and subsidy quantum of a 40 square metre house.
- 12 The employer reserves the right to allocate the number of houses/projects to the Main Contractors on a rotational basis and by distributing the work evenly.
- 13 The following words shall have the meanings hereby assigned to them.

Unit	:	The unit of measurement for each item of work as defined in the Scope of Works
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Bidder bids to do the work
Amount	:	The quantity of an item multiplied by the bid rate of the (same) item
Sum	:	An amount bid for an item, the extent of which is described in the Scope of Works or elsewhere, but of which the quantity of work is not measured in units

14 The units of measurement indicated in the Bill of Quantities are metric units.

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

EKURHULENI METROPOLITAN MUNICIPALITY

23-04-2013

Department Name: HUMAN SETTLEMENTS

TENDER OFFICE  
SISANDA MAYA

CONTRACT NO: A-HS 03-2013

THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL 30 JUNE 2016

**C2.2 PRICING SCHEDULE**

	PRESENT SUBSIDY QUANTUM PER TOP STRUCTURE	BID PRICE PER TOP STRUCTURE (Excluding VAT)
Draw 1: Payable on completion of the foundation floor slab	R20 198.50	
Draw 2: Wall Plate stage of house	R17 313.00	
Draw 3: Completion stage of the house and hand over of the housing product	R17 313.00	
Draw 4: Geo Tech on Raft foundation on completion and hand over of the housing product, provided that all the documentation as specified accompanies the claim form.15% as approved.	R8 823.75	R8 823.75
Draw 5: Claim submitted for Happy Letter payment of the approved subsidy and payable on completion and hand over of the housing product, provided that all the documentation as specified accompanies the claim form.	R2 885.50	R2 885.50
<b>TOTAL (EXCLUDING VAT, ESCALATION, TRANSFER COSTS &amp; BENEFICIARY ADMINISTRATION)</b>	<b>R66 533.75</b>	
<b>TOTAL (ROUNDED OFF) (EXCLUDING VAT, ESCALATION, TRANSFER COSTS &amp; BENEFICIARY ADMINISTRATION)</b>	<b>R66 533.00</b>	

**NB: PLEASE NOTE**

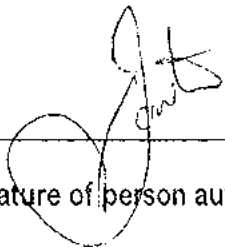
- BID PRICES ARE TO BE FIRM: IF HOWEVER THE CONSTRUCTION OF HOUSES IS EFFECTED BY A CHANGE IN THE SUBSIDY QUANTUM, THE RATES SUBMITTED ABOVE WILL BE ADJUSTED BY THE SAME PERCENTAGE INCREASE OF THE SUBSIDY QUANTUM.**
- BID PRICES MUST NOT EXCEED THE TOTAL SUBSIDY AMOUNT OF R66 533.00 PER TOP STRUCTURE. BIDS EXCEEDING THE SAID SUBSIDY AMOUNT WILL BE REJECTED.**
- THE MAIN CONTRACTORS WILL BE RESPONSIBLE TO PAY THE CONTRACTORS CONSTRUCTING THE HOUSES IN TERMS OF AN AGREEMENT ENTERED INTO BETWEEN THE MAIN CONTRACTORS AND CONTRACTORS CONSTRUCTING THE HOUSES.**

EKURHULENI  
METROPOLITAN  
MUNICIPALITY  
INTERNAL AUDIT  
  
23 APR 2013  
NUMBER 27  
  
SIGNATURE

NB: PLEASE NOTE:

As this bid is estimated to exceed a rand value of R10 million (VAT, escalation and contingencies included), all bidders are required to furnish,-

- (1) If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders **most recent financial year together with** the audited or independently reviewed annual financial statements for the **two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.
- (2) If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders **most recent financial year together with** the annual financial statements for the **two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.
- (3) **Annual financial statements submitted must comply with the requirements of the Companies Act or the Close Corporations Act.**
- (4) If the bidder only commenced business within the past three years, the bidder is required to submit annual financial statements in compliance with the provisions of (1) and (2) above for each of its financial years since commencing business.
- (5) If a bidder is not required by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted.



Signature of person authorised to sign bid documents

JOHAN VORSTER

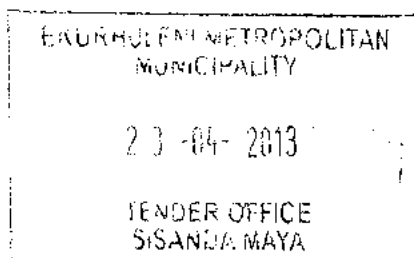
Name in block letters

General Manager

Designation

19 April 2013

Date



DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: A-HS 03-2013

THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL 30 JUNE 2016

PART C3 SCOPE OF WORKS : CONSTRUCTION OF APPROXIMATELY 9 966 HOUSES IN EKURHULENI METROPOLITAN MUNICIPALITY

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## C3.1 DESCRIPTION OF WORKS

### C3.1.1 EMM's Objectives

The employer's objectives are to provide subsidized houses to approved beneficiaries, using local contractors, local labour and local sub-contractors and labour intensive construction methods as described in the Scope of Works. The local contractors, sub-contractors & local labour will be temporarily employed and training will be provided to the labourers and sub-contractors employed by the contractors

### C3.1.2 Overview of the Work

The projects are located in various towns in Ekurhuleni Metropolitan Municipality. The total number of subsidized houses to be constructed is 9 966 over a three year period. The subsidized houses or toilets where applicable, must be connected to the water and sewer reticulation. All work will be carried out for the HUMAN SETTLEMENT DEPARTMENT of the City of Ekurhuleni. To keep within the budget, certain sections of the work may be omitted if so required by the Employer

During the 2013/2014 financial year commencing on 1 July 2013 until 30 June 2014 approximately 2,246 subsidized houses must be constructed. The value of the contracts during the said financial year is approximately R151 323 284.00.

During the 2014/2015 financial year commencing on 1 July 2014 until 30 June 2015 approximately 4,377 subsidized houses must be constructed. The value of the contracts during the said financial year is approximately R293 021 767.00

During the 2015/2016 financial year commencing on 1 July 2015 until 30 June 2016 approximately 3,343 subsidized houses must be constructed. The value of the contracts during the said financial year is approximately R220 734 222.00

Please note the values of the contracts may change due to increases in the subsidy quantum by the National Department of Human Settlements

To enable a fair distribution of contracts between the main contractors, the distribution of the houses that must be constructed in a specific financial year will be done by the HOD Human Settlement Department and the Project Managers of each project in conjunction with the Main Contractors.

### C3.1.3 Extent of Works

The Scope of Works and the project specifications form an integral part of the contract documents and supplement the standard specifications.

In the event of any discrepancy with a part or parts of the specifications the drawings and the Scope of Works shall take precedence.

The specifications, which form part of this contract, have been written to cover all phases of work normally required for house construction contracts and they may, therefore, cover items not applicable to this particular contract. The employer reserves the right to amend the specifications and/or add new specifications if so required by legislation. In the case of any amendments required by law, and the corresponding adjustment of the subsidy quantum, the rates will be adjusted in

accordance with the revised subsidy quantum to allow for the changes in scope of work. At no stage will the main contractor be entitled to rates exceeding the total subsidy quantum.

The major items of work to be carried out under this contract include the following but are not limited to it:

(i) General

Establishment of site camp and plant on site

Accommodation of supervisory staff

Identification and Appointment of CLO and community builders in conjunction with project steering committee

Discovery, exposing and demarcation of existing services to be protected and/or relocated

Setting out of the works

(ii) Housing

Construction of 9 966 subsidized houses in accordance with existing raft foundation and house design – 40m<sup>2</sup> in extent

Water house connections from water meter on stand boundary to house. In the case where water meters still have to be installed it will be the responsibility of the Main Contractor, but Council will provide the water meters and fittings

Sewer house connection from house to erf connection on main reticulation

Inspection of the completed houses by the Quality Assurance Section of GDLGH or EMM.

(iii) Services

Protection of existing services

**C3.1.4 Location of Works**

The 9 966 subsidized houses to be constructed are situated in various towns in Ekurhuleni Metropolitan Municipality. Particulars are provided in the Site Information see C4 attached.

**C3.2 PROCUREMENT**

**C3.2.1 Preferential procurement**

Acceptable bids will be evaluated by using a system that awards points on the basis 90 points for bid price and 10 points for BEE rating.

### C3.2.2 Subcontracting

The Main Contractors will make use of local sub-contractors, local builders as well as labour from the townships mentioned in the Site Information C4, for appropriate portions of the works that are for labour intensive construction methods. The main contractor remains responsible for quality of all houses constructed under his supervision.

Regulation 11(9) of the Preferential Procurement Regulations, 2011 provides that: a bidder awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the bidder concerned, unless the contract is sub-contracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.

## C3.3 CONSTRUCTION

### C3.3.1 Works Specification

Building work shall be in accordance with the National Building Regulations, the NHBRC Home Building Manual (Parts 1,2 and 3), 1999 Edition and comply with the requirements of the local authority and SABS 0400 as well as SANS 10400-XA:2011

### C3.3.2 Site Establishment

#### C3.3.2.1 Water Supply (Compulsory)

The Main Contractor shall, at his own expense, be responsible for obtaining and providing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith. The Main Contractor shall further, at his own expense, be responsible for providing all necessaries for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of **Water Services in the different Regions/Townships** which approval shall not be unreasonably withheld.

The Main Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required, produce proof of such compliance. The distribution of water shall be carried out by the Main Contractor strictly in accordance with the applicable laws and regulations.

Water provided by the Main Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Main Contractor shall, whenever reasonably required by the Employer produce test results demonstrating such compliance. Water provided by the Main Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

The obtainment, providing and consumption of water shall be at the contractor's expense. Water Services in the different Regions/Townships will assist in this regard.

The Main Contractors may expect sub-contractors to be responsible for the above but shall assist the sub-contractors where necessary.

### C3.3.2.2 Electricity Supply (Compulsory)

The Main Contractor shall, at his own expense, be responsible for obtaining and providing all electricity as he may require for the purposes of executing the Contract, including electricity for both construction purposes and domestic use, as well as for making all arrangements in connection therewith.

The distribution of electricity shall be carried out by the Main Contractor strictly in accordance with the applicable laws and regulations.

The obtainment, providing and consumption of electricity shall be at the Contractor's expense.  
**Electricity Depots in the different Regions/Townships**

The Main Contractors may expect sub-contractors to be responsible for the above but shall assist the sub-contractors where necessary.

### C3.3.2.3 Excrement Disposal

The Main Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, to the satisfaction of the responsible health authorities in the area of the Site. All such excrement shall be removed from the Site and shall not be disposed of by the Main Contractor on the Site.

The Main Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

The discharging of the excrement shall be at the contractor's expense.

Proof of the arrangements in C3.3.2.1, C3.3.2.2 and C3.3.2.3 shall be submitted to the Project Manager of the employer at the Human Settlements Department.

The Main Contractors may expect sub-contractors to be responsible for the above but shall assist the sub-contractors where necessary.

### C3.3.2.4 Communication

The Main Contractors and sub-contractors shall make their own arrangements regarding a Telkom telephones or mobile phones for their own use and at their own expense

### C3.3.2.5 Site Maintenance

During progress of the works and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The sub-contractor shall with the assistance of the Main Contractors store materials and equipment for which they are responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

### C3.3.3 Construction Camp

A specific area in close proximity to or on the Site of the Works will be made available by the Employer to the contractors to enable the contractors to establish their construction camps. The specific area for the Contractor's construction camps will be identified to the contractors by the project managers of the employer and the contractors shall have sole use of such area, free of charge, for the duration of the contract. The contractors shall use this area only for the purposes of erecting their site offices, workshops, stores and other facilities required for the execution of the Contract. The contractors shall

not use the area nor allow it to be used for any purposes not directly associated with the execution of the Contract.

The contractors shall be responsible for arranging, at his own cost, for the provision of all services he may require in the area, as well as elsewhere on the Site.

Should the contractors deem the area made available by the Employer to be inadequate or unsuitable for the contractor's particular needs, then the contractors shall be at liberty to make their own arrangements with the owners of other sites which they consider are better suited to their needs; provided always that the use by the contractors of any area other than that made available to them by the Employer shall be subject to the prior written approval of the HOD Human Settlements which approval shall not be unreasonably withheld; and provided further that the contractors shall have no claim against the Employer in respect of any costs incurred by them, either directly or indirectly in consequence of utilising any area other than that made available to them by the Employer.

The contractors shall provide for the duration of the Contract and for the exclusive use of the Project Managers and/or his Representatives (as applicable), the various facilities described hereunder. All such facilities shall be provided promptly on the commencement of the Contract.

#### **C3.3.3.1 Office Accommodation**

The Main contractors shall provide a furnished office for the use of the project manager of the employer.

#### **C3.3.3.2 Site Meeting Venue**

The Main contractors shall provide a suitably furnished office or other venue capable of comfortably accommodating a minimum of approximately twenty (20) persons at site meetings. The project managers of the employer shall be allowed free use of such venue for conducting any other meetings concerning the Contract at all reasonable times. The venue shall be kept in a clean and orderly condition.

#### **C3.3.3.3 Site Instruction Book**

The contractors shall keep a triplicate book for site instructions on the Site at all times.

#### **C3.3.4 Site Preparation and Cleaning**

The contractors shall ensure that all erven on which houses will be constructed shall be cleared of all vegetation and rubble before the commencement of the construction works. The contractors shall remove all builders' rubble from the erven and all erven will be levelled and made habitable on completion of the construction works and the houses shall be thoroughly cleaned for handing over to the approved beneficiaries.

#### **C3.3.5 Plant and Materials**

The contractors must provide their own plant and materials. Plant must be in good working condition and available at all times.

The Main Contractors in conjunction with the contractors shall make their own arrangements with the suppliers regarding the delivery and utilising of building or other materials to the construction site.

The employer will not acceptable any responsibility for any loss or damage whatsoever in respect of plant and building or other materials on the construction site.

#### **C3.3.6 Construction Equipment**

The contractors must provide their own construction equipment. The construction equipment must be in good working condition and available at all times.

The employer will not acceptable any responsibility for any loss or damage whatsoever in respect of Construction Equipment on the construction site. The employer will not accept any responsibility for any injury whatsoever for the use of the construction equipment by contractors, sub-contractors and labourers.

#### **C3.3.7 Existing Services**

The Main Contractors in conjunction with the contractors shall determine the position of all existing services before the commencement of the construction works. Damage to existing services by the contractors or their employees will be for the expense of the Contractor.

The contractors must report any damage to existing services to the relevant Department of the employer. The relevant Department of the employer will repair the damaged services at the expense of the Contractor.

#### **C3.3.8 Subsidy Quantum**

The subsidy quantum approved by the Gauteng Department of Local Government and Housing for a 40 square metre is R57 710.00, plus a provisional geotechnical allowance of 15% (R8 823.75 ) subject to approval) in respect of the foundation. The total subsidy available for the construction of a 40 square metre house is R66 533.75 (excluding VAT, escalation, transfer costs, beneficiary administration



The following is a breakdown of the construction cost and subsidy amount for a 40 square metre house:

Earthworks (provisional)	R 834.31
Concrete, Formwork and Reinforcement	R 4,531.44
Brickwork	R 15 034.01
Roof structure	R 3,945.36
Windows	R 1,466.72
Doors and Frames	R 1,750.16
Finishing and Paintwork	R 2 336.29
Electrical	R 1,162.08
Plumbing and Toilet	R 6,977.10
<b>Material</b>	<b>R 38 037.48</b>
Labour	R 10 277.38
<b>Sub Total</b>	<b>R 48 314.86</b>
P & G	R 5 246.36
Overheads	R 2 212.65
Transfer Costs	R 0.00
Beneficiary Administration	R 0.00
Profit	R 1 936.07
<b>Total</b>	<b>R 57 709.95</b>
<b>Total (rounded off)</b>	<b>R 57 710.00</b>
Plus geotechnical allowance	R 8 823.75
<b>Total</b>	<b>R 66 533.75</b>
<b>Total (rounded off)</b>	<b>R 66 533.00</b>

If the subsidy quantum as approved by the National Department of Human Settlement increases due to legislation or through allocation to Ekurhuleni Metropolitan Municipality, the subsidy breakdown above will also be adjusted accordingly.

### C3.3.9 Milestone Payment

Payment will only be made by the Municipality/Employer into the specified account of the Main Contractors, to enable the Main Contractors to pay the sub-contractors or builders, on delivery of a claim submitted on the prescribed claim together with the documentation indicate and upon approval by the HOD Human Settlements Department of the said claim as set out below:

Draw 1:	Payable on completion of the foundation, floor slab, certified by a professional engineer, provided that all documentation as specified accompanies the claim form.	35 percent on offered amount
Draw 2:	Wall Plate stage of the approved subsidy and payable on completion and hand over of the housing product, provided that all documentation as specified accompanies the claim form	30 percent on offered amount
Draw 3:	Completion stage of the approved subsidy and payable on completion and hand over of the housing product, provided that all the documentation as specified accompanies the claim form.	30 percent on offered amount
Draw 4:	15% geotechnical on raft foundations of the approved subsidy and payable on completion and hand over of the housing product, provided that all the documentation as specified accompanies the claim form	R8 823.75
Draw 5:	Claim submitted for Happy Letter payment of the approved subsidy and payable on completion and hand over of the housing product, provided that all the documentation as specified accompanies the claim form.	5 percent on offered amount



... to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Main Contractors, and the Main Contractors shall, at his own expense, institute a quality control system and provide suitably qualified and experienced engineers and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

As proposed by the Municipality and as approved by the Department of Local Government and Housing (GDLGH) it is agreed that in the interim the quality control will be done by the Directorate: Quality Assurance at the Department of Local Government and Housing (GDLGH). The approval of the completed house by the Directorate: Quality Assurance will be acknowledged as the final approval of the house and that the house can be handed over to the approved beneficiary.

PLEASE NOTE THE STANDARD SPECIFICATIONS FOR LOW COST HOUSING FOR THE 2012/2013 FINANCIAL YEAR ISSUED BY THE DEPARTMENT OF LOCAL GOVERNMENT AND HOUSING (GDLGH) ATTACHED AS ANNEXURE C ARE VERY IMPORTANT AND MUST BE COMPLIED WITH AT ALL TIMES. IF NOT COMPLIED WITH COMPLETION CERTIFICATES IN RESPECT OF THE HOUSES WILL NOT BE ISSUED AND NO PAYMENTS MADE.

#### C3.3.11 Labour

##### Employment of unskilled and semi-skilled workers in labour-intensive works

###### (i) REQUIREMENTS FOR THE SOURCING AND ENGAGEMENT OF LABOUR

Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

###### (ii) SPECIFIC PROVISIONS PERTAINING TO SANS 1914-5

###### (1) Definition

**Targeted labour:** Unemployed persons who are employed as local labour on the project.

###### (2) Contract participation goals

(aa) There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

(bb) The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task-rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

###### (3) Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

... to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Main Contractors, and the Main Contractors shall, at his own expense, institute a quality control system and provide suitably qualified and experienced engineers and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

As proposed by the Municipality and as approved by the Department of Local Government and Housing (GDLGH) it is agreed that in the interim the quality control will be done by the Directorate: Quality Assurance at the Department of Local Government and Housing (GDLGH). The approval of the completed house by the Directorate: Quality Assurance will be acknowledged as the final approval of the house and that the house can be handed over to the approved beneficiary.

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(bb) The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task-rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

###### **(3) Terms and conditions for the engagement of targeted labour**

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

No other/additional payments will be made than the payments as described above.

Example of claim for progress payment is attached to the bid document as Annexures B refer to C3.8.1:

### C3.3.10 Workmanship and Quality Control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Main Contractors, and the Main Contractors shall, at his own expense, institute a quality control system and provide suitably qualified and experienced engineers and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

As proposed by the Municipality and as approved by the Department of Local Government and Housing (GDLGH) it is agreed that in the interim the quality control will be done by the Directorate: Quality Assurance at the Department of Local Government and Housing (GDLGH). The approval of the completed house by the Directorate: Quality Assurance will be acknowledged as the final approval of the house and that the house can be handed over to the approved beneficiary.

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(2) Contract participation goals

(aa) There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

(bb) The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task-rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

(3) Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

(4) Variations to SANS 1914-5

(aa) The definition for net amount shall be amended as follows:

The Main Contractors in conjunction with the contractors shall apply through the CLO to the employment labour desk, conveyed by the Steering Committee for details of those labourers who are available in the area of work and he shall provide preference to those labourers identified by the Steering Committee.

Formal structured skills training of labour in certain fields have been done. The Main Contractors in conjunction with the contractors shall utilise trained labour in all instances. The employment of labour from outside the local area will only be considered and permitted by the HOD Human Settlements in the event of:

- a) The unavailability of sufficient numbers of local labourers to execute the work;
- b) The unavailability within the local community of the required skills necessary for the execution of specific portion of work, and where the completion period does not permit the creation of the necessary skills through training.

In both cases the Main Contractors shall prove to the satisfaction of the HOD Human Settlements that they have exercised their best endeavours and taken all reasonable actions to recruit local labour.

The Main Contractors shall maintain accurate and comprehensive daily records of all labour engaged on the contract in EPWP format and shall submit same to the project managers in the Human Settlements Department on a monthly basis substantiating the actual numbers of labourers employed (male vs female, youth, disabled, skilled and semi-skilled) the amounts actually paid in respect thereof, and details of the various activities undertaken by the labourers as well the names and identity numbers of the labourers

The employment of casual labour will be done in co-operation with the CLO, Steering Committee and local structures. The Main Contractors shall ensure that all remuneration paid to employees is in line with the relevant sectorial determination in terms of the Basic Conditions of Employment Act, No 75 of 1997, as determined by the Department of Labour.

The Main Contractors shall ensure that the contractors comply with the relevant laws governing the employment, accommodation and transport of labour. All matters affecting the contractor's labour force shall be the sole responsibility of the Main Contractors and contractors

### C3.3.12 Foundations

The foundation designs shall at all times comply with the NHBC Home Building Manual Parts 1, 2 & 3 of 1999 edition and comply with the requirements of the Employer and SABS 0400, as well as the dolomite reports. It will however not be the responsibility of the Main Contractor to conduct detailed foundation designs. The latter will be provided by the client and the Main Contractor will not take any professional liability on the correctness of the designs.

The specifications for the raft foundations are stipulated on drawing 15-F-003 ad 15-F-006 attached as Annexure D

#### C3.3.12.1 Competent Person

The client will appoint a competent person who will be responsible for the correct foundation design and issuing of the engineering certificate.

### C3.3.14.13 Completion of House

The Main Contractors shall submit a construction programme within 7(seven) working days after site occupation. The HOD Human Settlement Development shall, if satisfied with the construction programme approve the construction programme and the dates and quantities mentioned in the construction programme shall be adhered to. The construction programme shall not exceed 30 June 2016

Should the Main Contractors not adhere to the approved construction plan, the contractor shall submit reasons/proof to the HOD Human Settlements why the contractors have deviate from the approved construction programme. The HOD Human Settlements will consider the reasons/proof and inform the Main contractor of the decision.

Plans are attached to the bid document as Annexures E, & F refer to C3.8.1:

## C3.4 MANAGEMENT OF THE WORKS

### C3.4.1 NHBRC

#### C3.4.1.1 Legal requirements

The Main Contractors shall be a Registered Home Builder with the NHBRC or alternatively he has to employ sub-contractors that are Registered Home Builders with the NHBRC. The Main Contractor will be responsible for compliance with the Housing Consumers Protection Measures Act, 1998 (Act No. 95 of 1998) and with the following regulations issued in terms of this Act:

- (i) *Government Notice No R1406 : General Regulations Regarding Housing Consumer Protection Measures.*
- (ii) *Government Notice No R1407 : Rules regarding NHBRC fees.*
- (iii) *Government Notice No R1408 : National Home Builders Registration Council Rules.*

#### C3.4.1.2 Enrolment

The Main Contractors will be responsible for the Enrolment of with the NHBRC and will be responsible for the payment of the Enrolment Fees in accordance with the regulations.

### C3.4.2 Steering Committee

A Steering Committee will be elected from members of the beneficiary community. The Councillor of the ward in which the project is situated will chair the Steering Committee meetings. The meetings will be held monthly or when necessary.

A representative of the Main Contractors and contractors shall attend the Steering Committee meetings and submit a progress report.

### C3.4.5 EXTENSION OF TIME

Extension of time will only be considered upon submission of a written claim by the Main Contractor, which shall be based on actual working days lost

### C3.4.6 Erf Pegs

The Main Contractors and contractors shall ensure that all the erf pegs are in place before the construction of the houses commence. The Main Contractors shall report missing erf pegs to the Project Manager at the Human Settlements Department/

## C3.5 HEALTH AND SAFETY

### C3.5.1 Health and Safety requirements and procedures

#### Construction Regulations, 2003

The Main Contractors and contractors shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003. (A copy of the Construction Regulations is included as an Annexure in this Volume). Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Scope of Works and Drawings, as well as in the Employers' health and safety specifications (regulation 4(1)) of the Construction Regulations 2003, which are bound in the Contract document/will be issued separately by the Employer.

The Main Contractors and contractors shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer. The contractors shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

The Main Contractors shall take note of **Form 2.3.1, C1.4** and the **Occupational Health and Safety information for bids**, which are part of the bid document

The Safety File Evaluation Sheet is attached to the bid document as Annexures G refer to C3.8.1:

### C3.5.2 Measures against diseases and epidemics

All measures to be taken to prevent the spread of diseases and epidemics, shall be in accordance with the relevant legislation

### C3.5.3 Aids Awareness

The Main contractors and contractors shall be required to comply with the Generic specifications issued for public comment, 2003.

The specification is obtainable from:

The Construction Industry Development Board  
P O Box 2107 Brooklyn Square, 0075. South Africa

Tel 012 481 9030, Fax 012 343 7153

Web: [www.cidb.org.za](http://www.cidb.org.za). E mail: [cidb@cidb.org.za](mailto:cidb@cidb.org.za)

C3.8 Annexures

3.8.1 List of Annexures

### C3.8.1 LIST OF ANNEXURES

ANNEXURE	A	JBCC SERIES 2000
ANNEXURE	B	CLAIM FOR PROGRESS PAYMENTS
ANNEXURE	C	DEPARTMENT OF LOCAL GOVERNMENT AND HOUSING STANDARD SPECIFICATIONS FOR LOW COST HOUSING 2011/2012
ANNEXURE	D	PLAN 15-F-003 & 15-F-006 FOR RAFT FOUNDATION
ANNEXURE	E	PLAN 15-S-004 & 15-S-005: ELEVATION OF SINGLE HOUSE & ELEVATION OF COMBINED HOUSES: SPECIFICATION FOR FLOOR.
ANNEXURE	F	PLAN 15-S-004 & 15-S-005: ELEVATION OF SINGLE HOUSE & ELEVATION OF COMBINED HOUSE: SPECIFICATIONS FOR TOP STRUCTURE  WALLS PLAN 15-S-004 & 15-S-005 LINTELS PLAN 15-S-004 & 15-S-005 DOORS DOOR FRAMES & LOCKS PLAN 15-S-004 & 15-S-005 WINDOW FRAMES PLAN 15-S-004 & 15-S-005 GLAZING PLAN 15-S-004 & 15-S-005 WINDOW SILLS PLAN 15-S-004 & 15-S-005 PLASTERING PLAN 15-S-004 & 15-S-005 PAINTING (FINISHES) PLAN 15-S-004 & 15-S-005 ROOF STRUCTURE PLAN 15-S-004 & 15-S-005 ROOF COVERING PLAN 15-S-004 & 15-S-005 PLUMBING & DRAINAGE PLAN 15-S-004 & 15-S-005 KITCHEN UNIT PLAN 15-S-004 & 15-S-005
ANNEXURE	G	PLAN 15-S-001 & 15-S-002: SITE DEVELOPMENT PLAN SINGLE AND SEMI DETACHED HOUSES
ANNEXURE	H	SAFETY FILE EVALUATION SHEET



DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: A-HS 03-2013

THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL 30 JUNE 2016

**PART C4 SITE INFORMATION**

The current identified construction sites are as follows:

**Region C**

Mayfield Extension 1	1 868 houses(900 houses 2014/2015 and 968 houses 2015/2016)
Etwatwa Ext 35	338 houses(100 houses 2013/2014 and 238 houses 2014/2015)
Chief Albert Luthuli Ext 4	326 houses(326 houses 2015/2016)

**Region D**

Modderfontein 76 portion 7	645 houses(200 houses 2014/2015 and 445 houses 2015/2016)
Payneville Ext 1	1115 houses( 200 houses 2014/2015, 515 houses 2014/2015 and 400 houses 2015/2016)

**Region E**

Kwa Thema Ext 3 & 7a Ekuthuleni	400 houses(100 houses 2013/2014, 150 houses 2014/2015 & 150 houses 2015/2016)
Tsakane Ext 19	659 houses(200 houses 2013/2014, 300 houses 2014/2015 & 150 houses 2015/2016)
Vlakfontein Ext 35 & 36	1610 houses( 200 houses 2013/2014, 710 houses 2014/2015 & 700 houses 2015/2016)
Akra Park	674 houses (150 houses 2013/2014, 320 houses 2014/2015 & 204 houses 2015/2016)

**Region F**

Magagula Heights	200 houses (100 houses 2013/2014 & 100 houses 2014/2015)
Moleleki Ext 1 & 2	446 houses ( 446 houses 2013/2014)
Villa Liza Ext 3	673 houses ( 300 houses 2013/2014 & 373 houses 2014/2015)
Tinasonke Ext 4	530 houses ( 250 houses 2013/2014 & 280 houses 2014/2015)
Eden Park West & West Ext 1	491 houses (200 houses 2013/2014 & 291 houses 2014/2015)

Note: This is only an interim list of projects and the number of houses or individual projects may be added or deleted in accordance with project approvals by the GDLGH or the National Department of Human Settlements. No guarantee can be given by Ekurhuleni Metropolitan Municipality on the actual number of houses to be constructed under this contract.

*Handwritten signature or initials*





# Ekurhuleni

METROPOLITAN MUNICIPALITY

HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NUMBER: A-HS 03-2013

BID DOCUMENT

(IN COMPLIANCE WITH THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011 PUBLISHED IN GOVERNMENT GAZETTE NO. 34350 OF 8 JUNE 2011)

**THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES 01 JULY 2013 UNTIL 30 JUNE 2016**

CIDB GRADING: 8GB

ISSUED BY:	PREPARED BY:	PREPARED FOR:
Department of Finance Bid Office (Bid Initiation Section)  68 Woburn Avenue BENONI 1501  Private Bag X 65 BENONI 1500  Tel: (011) 999-6540/6567 Fax: (011) 999-7511	Name of Consulting Engineer, or if in-house: Dept / Division,  Human Settlements Department: Human Settlement Development Benoni  Mr. J H Gerizen Tel: (011) 999-6709 Fax: (011) 999-7518	Department: Section: Region: Customer Care Centre,  Human Settlements Department: Human Settlement Development Benoni  Mr. A Mokgosi Tel: (011) 999-6705 Fax: (011) 999-7518

NAME OF BIDDER (BIDDING ENTITY)  
(FULL NAME, i.e. (CC, (Pty) Ltd, Ltd,  
JV/CONSORTIUM, SOLE PROPRIETOR  
etc.)

: URBAN DEVELOPMENT ENGINEERING

TEL NUMBER

: (011) 999-7511

FAX NUMBER

: (011) 999-7511

## NOTICE TO BIDDERS

### VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an "Acceptable bid", and as such will be rejected.

"Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents.

#### A BID WILL BE REJECTED:

1. If a **VALID ORIGINAL** tax clearance certificate or copy thereof (or in the case of a joint venture or consortium, of all the partners in the joint venture or consortium) has not been submitted with the bid document on closing date of the bid. (**An expired tax clearance certificate submitted at the closure of the bid will NOT be accepted**).  
In bids where Consortia and Joint Ventures are involved, each party must submit a separate Tax Clearance Certificate.  
Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).  
Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).
2. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
3. In the event of a failure to complete and sign the schedule of quantities as required, i.e. only lump sums provided.
4. In the event of there being scratching out, writing over or painting out rates or information, affecting the evaluation of the bid, without initialling next to the amended rates or information
5. In the event of the use of correction fluid (eg. tippex), any erasable ink, or any erasable writing instrument (e.g. pencil)
6. In the event of non-attendance of compulsory information session.
7. If the Bid has not been properly signed by a person having the authority to do so. (**Refer to Declaration**)
8. If particulars required in respect of the bid have not been completed, except if only the Broad -Based Black Economic Empowerment Certificate as provided for in Regulation 10 of The Preferential Procurement Regulations 2011, is not submitted, the bid will not be disqualified but no preference points will be awarded.
9. if the bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
10. If the bid has been submitted either in the wrong bid box or after the relevant closing date and time.
11. If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal entity, are in arrears for more than three months
12. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
13. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
  - (a) who is in the service of the state, or;
  - (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;

- (c) who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
14. If the bidder is not registered in the required CIDB contractor grading designation (category) or higher, if required in this bid documentation.
  15. If the bidder or any of its directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
  16. If the bidder has abused the EMM's Supply Chain Management System and action was taken in terms of paragraph 38 of the EMM SCM Policy.
  17. In the event of non-submission of financial statements if required (**SEE BID DATA OR PRICING SCHEDULE**). In this regard please note:
    - (17.1). If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders **most recent financial year together with** the audited or independently reviewed annual financial statements **for the two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.
    - (17.2). If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders **most recent financial year together with** the annual financial statements **for the two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.
    - (17.3). **Annual financial statements submitted must comply with the requirements of the Companies Act or the Close Corporations Act.**
    - (17.4). If the bidder only commenced business within the past three years, the bidder is required to submit annual financial statements in compliance with the provisions of (17.1) and (17.2) above for each of its financial years since commencing business.
    - (17.5). If a bidder is not required by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted.
  18. If a **VALID ORIGINAL** NHBRC registration certificate or copy thereof (or in the case of a joint venture or consortium, of all the partners in the joint venture or consortium) has not been submitted with the bid document on closing date of the bid. (**An expired registration certificate submitted at the closure of the bid will NOT be accepted**).
  19. If the following have not been fully completed and signed:
    - FORM 2.2.2 - **GENERAL DECLARATION**
    - FORM 2.2.3 - **DECLARATION OF INTEREST**
    - FORM 2.2.4 - **DECLARATION OF BIDDER'S PAST SCM PRACTICES**
    - FORM 2.2.5 - **DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (IF APPLICABLE)**
    - FORM 2.2.6 - **CERTIFICATE OF INDEPENDENT BID DETERMINATION**
    - FORM 2.2.7 - **DECLARATION FOR MUNICIPAL ACCOUNTS**
    - FORM 2.2.8 - **DECLARATION FOR MUNICIPAL ACCOUNTS WHERE BIDS ARE EXPECTED TO EXCEED R10 MILLION**

**NOTE:**

1. IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.

1.1. CLIENT, EMPLOYER, EKURHULENI METROPOLITAN MUNICIPALITY (EMM).

1.2. BID, TENDER AND VARIATIONS THEREOF

1.3. JOINT VENTURE / CONSORTIUM

2. **Very important notice** Bidders must note that only information filled in at the spaces provided therefore in the bid document will be considered for evaluation purposes unless additional space is required and then only if the location of the additional information in the attachments is properly referred to by page number and section heading. Information supplied anywhere else will be disregarded which may lead to the rejection of the bid.
3. **The attachment or inclusion of information not specifically asked for is not desirable and lead to delays in the awarding of bids.** This includes Company Profiles and CV's if not specifically requested

EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: A-HS 03-2013

THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL 30 JUNE 2016

SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY: URBAN SYNERGY CONSTRUCTION INC. EKURHULENI METROPOLITAN MUNICIPALITY

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:	23-04-2013
		ER OFFICE NOA MAYA

TELEPHONE NUMBER : 011 452 4131

FAX NUMBER : 011 452 2159

E-mail ADDRESS

CONTRACT PRICE : R Sixty Four Thousand, Five hundred Rand Only  
(per house)

(Amount brought forward from the Form of Offer and Acceptance)\*

Signed by authorised representative of the Bidding Entity: *[Signature]*

DATE: 19 April 2013

- Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: A-HS 03-2013

THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL 30 JUNE 2016

*NB This list of contents indicates the standard sequence for the various parts of the Bid.*

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EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

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THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL 30 JUNE 2016

PART T1 BIDDING PROCEDURES

T1.1 BID NOTICE AND INVITATION TO BID

T1.2 BID DATA

## T1.1 BID NOTICE AND INVITATION TO BID

ADVERTISED IN: SOWETAN / STAR  
PUBLISHING DATE: 22 MARCH 2013  
NOTICE/REF. NO.: PRN 32/2012

### EKURHULENI METROPOLITAN MUNICIPALITY

Bids are hereby invited for the following:  
HUMAN SETTLEMENTS  
Human Settlement Development

<u>CONTRACT NO.:</u>	<u>DESCRIPTION:</u>	<u>DOC. FEE</u>	<u>CLOSING DATE:</u>
A - HS 03/2013	The appointment of main building contractors to manage small community builders for the construction of approximately 9 966 subsidized houses from 01 July 2013 until 30 June 2016.	R2000.00	23 APRIL 2013

**Bidders must note that this bid may be awarded to more than one bidder. Bidders must note that certain works under this Bid may only be constructed using labour-based construction methods and must limit the utilization of their permanently employed personnel to Key Personnel and all other personnel and labourers must be recruited locally**

Bidders must be registered with the Construction Industry Development Board (CIDB) in a contractor grading designation determined in accordance with the sum tendered for an **8 GB** class of construction work. Enterprises who have a **7 GB PE** grading may also submit bids.

Acceptable bids will be evaluated by using a system that awards points on the basis of **90 points** for bid price and a maximum of **10 points** for the Broad-Based Black Economic Empowerment (B-BBEE) status level of contributor.

**PLEASE NOTE THAT A VALID ORIGINAL OR COPY OF A COMPANY'S TAX CLEARANCE CERTIFICATE (OR IN THE CASE OF A JOINT VENTURE, OF ALL THE PARTNERS IN THE JOINT VENTURE) MUST BE SUBMITTED WITH THE BID DOCUMENT**

Bid documents will be available as from **12:00 on MONDAY, 25 MARCH 2013, and thereafter on weekdays from 08:00 until 15:00 ONLY**, upon payment of a cash non-refundable document fee of **R 2000-00 per set**, at the Tender Offices, Ground Floor, 68 Woburn Avenue, Benoni. (Tel. No. (011) 999-6540/6567)

**A compulsory information session** will be held at **10:00 on WEDNESDAY, 03 APRIL 2013**. Prospective bidders are requested to meet on the said date and time at: **BOARDROOM 127, FIRST FLOOR, 29 LAKEVIEW CRESCENT, and KLEINFONTEIN LAKE OFFICE PARK, OFF PIONEER ROAD, BENONI**. Bid documentation will not be available at the compulsory information session.

Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be sealed and externally endorsed with the **CONTRACT NUMBER AND DESCRIPTION** and placed in bid box number **THIRTEEN (13)**, on the Ground Floor, 68 Woburn Avenue, Benoni, not later than **10:00 on TUESDAY, 23 APRIL 2013**. Bids will be opened immediately thereafter, in public, in the Conference Room, Ground Floor, at above-mentioned address. All bids shall hold good for **120 days** as from the closing date of bids.

Bids which are not received and/or deposited in the specified bid box before 10:00 on the closing date for the bid mentioned hereinbefore, will be marked as late bids and such bids shall in terms of the SCM Policy of the Ekurhuleni Metropolitan Municipality, not be considered by the Council as valid bids.



Enquiries must be directed to Mr. Johann Gertzen at telephone number (011) 999 - 6709.

Bidders attention is specifically drawn to the provisions of the bid rules which are included in the bid documents. The lowest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid not suitably endorsed or comprehensively completed, as well as the right to accept a bid in whole or part. Bids completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the EMM.

TELEFAX OR E-MAIL BIDS ARE NOT ACCEPTABLE

MR. K. NGEMA  
CITY MANAGER  
EMM

## T1.2 BID DATA

The conditions of bid are the **Standard Conditions of Tender** as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, as printed in the **Government Gazette No 31823** dated **30 January 2009**. A copy is attached hereto, immediately after page 13

The under mentioned items of data and deviations will have precedence over the Standard Conditions of bid conditions in Annex F.

The **Standard Conditions of Bid** for Procurements make several references to the bid data for details that apply specifically to this bid. The bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid.

Clause number	Data
<p style="text-align: center;">F.1.1 ACTIONS</p>	<p>The Employer is: The City Manager Ekurhuleni Metropolitan Municipality Private Bag 1069 Germiston 1400</p>
<p style="text-align: center;">F.1.2 TENDER DOCUMENTS</p>	<p>The bid documents issued by the Employer comprise:</p> <p><b>THE BID</b></p> <p>Part T1    <b>Bidding procedures</b> Part T1.1    Bid notice and invitation to bid Part T1.2    Bid data</p> <p>Part T2    <b>Returnable documents</b> Part T2.1    List of returnable documents Part T2.2    Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p>Part C1    <b>Agreements and contract data</b> C1.1    Form of offer and acceptance C1.2    Contract data C1.3    Form of Guarantee C1.4    Agreement in terms of Occupational Health and Safety Act, 1993</p> <p>Part C2    <b>Pricing Data</b> C2.1    Pricing Instructions C2.2    Pricing Schedule</p> <p>Part C3    <b>Scope of Works</b> C3    Scope of Works</p> <p>Part C4    <b>Site Information</b> C4    Site Information</p>

Clause number	Data
<p>F.1.4 COMMUNICATION AND EMPLOYER'S AGENT</p>	<p>The Employer's agent is: Name: J H Gertzen. Address: 29 Lakeview Crescent Kleinfontein Lake Office Park off Pioneer Road Benoni Tel: 011 999-6709 Fax: 0866239567 E-mail: johann.gertzen@ekurhuleni.gov.za</p>
<p>F.2.1 ELIGIBILITY</p>	<p>Only those bidders who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit bids.</p> <p>Only those bidders who are registered with the CIDB in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 8 GB class of construction work, or by a contractor who is registered as a potential emerging enterprise in terms of these regulations at a contractor grading designation one level lower than the required class as specified above are eligible to submit bids, provided that the employer:</p> <ul style="list-style-type: none"> <li>(a) is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and</li> <li>(b) ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract.</li> </ul> <p>Joint Ventures are eligible to submit bids provided that:</p> <ul style="list-style-type: none"> <li>(1) each member of the joint venture is registered with the CIDB,</li> <li>(2) the lead partner has a contractor grading designation in the 7 GB class of construction work; and</li> <li>(3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (according to the CIDB website Joint Venture Grading Designation Calculator) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 8 GB class of construction work.</li> </ul>
<p>F.2.7 CLARIFICATION MEETING</p>	<p>The arrangements for a compulsory information session:</p> <p>Location: <b>BOARDROOM 127, FIRST FLOOR, 29 LAKEVIEW CRESCENT, and KLEINFONTEIN LAKE OFFICE PARK, OFF PIONEER ROAD, BENONI.</b></p> <p>Date: <b>WEDNESDAY, 03 APRIL 2013. Starting time: 10:00</b></p>
<p>F.2.12 ALTERNATIVE TENDER OFFERS</p>	<p>The present subsidy quantum available to construct a top structure is R66 533.00 excluding VAT, escalation, contingencies, transfer costs &amp; beneficiary administration, including a 15 percent geotechnical allowance of R8 823.75</p> <p>Bidders must please take note that the funds available in the subsidy quantum for a top structure is fixed amounts and bids exceeding the subsidy quantum of R66 533.00 (excluding VAT, escalation, contingencies, transfer costs, beneficiary administration, including 15% geotechnical allowance will <b>be rejected</b>. In the case of an official increase in the subsidy quantum, the submitted rates will be increased accordingly.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as</p>



Clause number	Data
	<p>modified or proposed Pricing Data must be submitted with the alternative bid offer to enable the Employer to evaluate the efficiency of the alternative and its principal elements, to take a view on the degree to which the alternative and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative bid offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the bidder, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Bid Data must include an amount equal to 5% of the amount bid for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
<p>F.2.13.1 SUBMITTING A TENDER OFFER</p>	<p>Bidders may not offer to provide any of the parts, or combinations thereof, of the works, services or supply identified in the contract data. <b>Work will be distributed evenly amongst the appointed service providers. Bidders shall be appointed on a rotation basis during the period of the contract.</b></p>
<p>F.2.13.3 SUBMITTING A TENDER OFFER</p>	<p>The <b><i>whole original</i></b> bid document, <b><i>as issued by the EMM</i></b>, shall be submitted. <b><i>No copies will be accepted.</i></b></p> <p>Bids may only be submitted on the Bid documentation issued by the EMM.</p>
<p>F.2.13.5 SUBMITTING A TENDER OFFER</p>	<p>The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are:</p> <p>Location of bid box: Bid box number THIRTEEN (13)</p> <p>Physical address: Finance Head Office Building Ground Floor 68 Woburn Avenue Benoni</p> <p>Identification details: Contract Number: HS 03- 2013</p> <p><b>THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL 30 JUNE 2016</b></p>
<p>F.2.15 CLOSING TIME</p>	<p>The closing time for submission of bid offers is:</p> <p><b>10:00 on TUESDAY, 23 APRIL 2013</b></p> <p>Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.</p>
<p>F.2.16 TENDER OFFER VALIDITY</p>	<p>The bid offer validity period is <b>120 days</b></p>

Clause number	Data
F.2.18 PROVIDE OTHER MATERIAL	The bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.19 INSPECTIONS, TESTS AND ANALYSIS	Access must be provided for the following inspections, tests and analysis: Concrete mix for the foundation and mortar for the construction of the houses.
F.2.23 CERTIFICATES	<p>The bidder is required to <i>submit with his bid</i>.</p> <ol style="list-style-type: none"> <li>(1) <i>In order to obtain B-BBEE Status Level points in terms of the provisions of Regulations 5(2) or 6(2) of the Preferential Procurement Regulations, 2011, if a bidder is an Exempted Micro Enterprise (EME) in terms of the Broad-Based Black Economic Empowerment Act, Act No. 53 of 2003, a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, Act No. 69 of 1984) or an accredited verification agency, in compliance with the requirements of Regulation 10 of the Preferential Procurement Regulations, 2011;</i></li> <li>(2) <i>In order to obtain B-BBEE Status Level points in terms of the provisions of Regulations 5(2) or 6(2) of the Preferential Procurement Regulations, 2011 if a bidder is not an Exempted Micro Enterprise (EME) in terms of the Broad-Based Black Economic Empowerment Act, Act No. 53 of 2003, an original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating its B-BBEE rating, in compliance with the requirements of Regulation 10 of the Preferential Procurement Regulations, 2011;</i></li> <li>(3) <i>A valid original Tax Clearance Certificate or copy thereof, issued by the South African Revenue Services;</i></li> <li>(4) <i>If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No. 71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years, unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted.</i></li> <li>(5) <i>If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the two immediately preceding financial years, unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted.</i></li> <li>(6) <i>Annual financial statements submitted must comply with the requirements of the Companies Act or the Close Corporations Act.</i></li> <li>(7) <i>If the bidder only commenced business within the past three years, the bidder is required to submit annual financial statements in compliance with the provisions of (1) and (2) above for each of its financial years since commencing business.</i></li> </ol>

	<p>(8) If a bidder is not required by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted</p> <p>(9) A valid original or copy of enrolment certificate issued by the NHBRC: If not attached bid will be rejected. EMM reserves the right to verify the validity of the bidder's NHBRC enrolment with the NHBRC on their web site.</p>
F.3.4 OPENING OF BID SUBMISSIONS	<p>The time and location for opening of the bid offers are: Immediately after the closing time for submission of bid.</p> <p>Location: Conference Room Ground Floor EMM Finance Head Office 68 Woburn Avenue BENONI</p>
F.3.5 TWO- ENVELOPE SYSTEM	A two-envelope procedure will not be followed.
F.3.9 3.9.1 ARITHMETICAL ERRORS	<p>Replace the contents of the clause with the following:</p> <p>"Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <p>a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</p> <p>b) If bills of quantities/Scope of Works (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, <u>the rate shall govern and the line item total shall be corrected.</u></p> <p>c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals.</p> <p>Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above."</p>
F.3.11 EVALUATION OF BID OFFERS	The preference procedure for evaluation of responsive bid offers shall be the 90/10 point preference system, being a maximum of 90 points for price and a maximum of 10 points for B-BBEE Status level of Contributor substantiated by the Broad-Based Black Economic Empowerment Status Level Certificate to be submitted in accordance with Regulation 10 of the Preferential Procurement Regulations, 2011 in full compliance with Form 2.3.3.
F.3.13.1 ACCEPTANCE OF BID OFFER	Bids containing any one or more of the errors or omissions, or bids not having complied with any one of the peremptory bid conditions as detailed on page 2 of this bid document, shall not be considered and shall automatically be rejected.

<p>F.3.18 PROVIDE COPIES OF THE CONTRACTS</p>	<p>The number of paper copies of the signed contract to be provided by the Employer is: 3 (Three)</p>
<p>ADDITIONAL CONDITIONS APPLICABLE TO THIS BID</p>	<p>The additional conditions of bid are:</p> <ol style="list-style-type: none"> <li>1 The Employer may also request that the bidder provide written evidence that his financial, labour and other resources are adequate for carrying out the contract.</li> <li>2 The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations.</li> <li>3 The Employer reserves the right to appoint more than one Main Contractors and allocate work on a rotation basis as detailed in C3.1.2, C3.1.3 &amp; C3.1.4. The bidders shall be required to complete the Form of Offer and Acceptance (C1.1), the Pricing Schedule (C2.2) and ensure that they understand the Scope of Works in C3. Take note of the pricing instructions in C2.1</li> <li>4 <b>The highest scoring bidder's price as quoted in the bid document will be offered to the second and third highest scoring bidders</b></li> <li>5 Labour Statistics must be submitted monthly together with invoices submitted for payment to the HOD Human Settlements Development.: The EPWP format must be used and can be obtained from the employer: If invoices are not submitted on a monthly basis, the labour statistics must still be submitted on a monthly basis to the HOD Human Settlements Department in the prescribed format. If the labour statistics are not submitted as requested, payment of invoices will be delayed until the labour statistics are received.</li> <li>6 The bid document shall be submitted as a whole and shall not be taken apart .</li> <li>7 <b>List of returnable documents (PART T2) must be completed in full. (A bidder's company profile will not be used by the EMM to complete PART T2 on behalf of the bidder)</b>  <b>NB: If PART T2 is not completed in full by the bidder, this offer will be rejected.</b></li> </ol>
	<p>The approximate 9 966 subsidized houses will be constructed in different townships in Ekurhuleni Metropolitan Municipality. The employer reserves the right to add more houses in different townships and Regions during the term of the contract</p>



ANNEX F  
(normative)

Standard Conditions of Tender

These Standard Conditions of tender that follow below are identical to that contained In Annex F of the CIDB Revised Standard for Uniformity in Construction Procurement, published in terms of the Construction Industry Development Board Act, 2000 (Act No 38 of 2000) published in the Government gazette No 31823 of 30 January 2009 which can be obtained from the CIDB web page ([cidb.org.za](http://cidb.org.za)).

**F.1 General**

**F.1.1 Actions**

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

**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 decision where 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 decision taken.

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

**F.1.2 Tender Documents**

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

**F.1.3 Interpretation**

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

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

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

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personnel interests which make it difficult to fulfil his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personnel or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- 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; and



- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the

method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

**F.1.6.3.2 Option 2**

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

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

**F.2 Tenderer's obligations**

**F.2.1 Eligibility**

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

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

**F.2.2 Cost of tendering**

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.

**F.2.3 Check documents**

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

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

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

**F.2.5 Reference documents**

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

**F.2.6 Acknowledge addenda**

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

**F.2.7 Clarification meeting**

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

**F.2.8 Seek clarification**

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



- F.2.9 Insurance**  
Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
- F.2.10 Pricing the tender offer**
- F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
- F.2.10.2** Show VAT payable by the Employer separately as an addition to the tendered total of the prices.
- F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data
- F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.
- F.2.11 Alterations to documents**  
Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.
- F.2.12 Alternative tender offers**
- F.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
- F.2.13 Submitting a tender offer**
- F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

- F.2.14 Information and data to be completed in all respects**  
Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- F.2.15 Closing time**
- F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- F.2.16 Tender offer validity**
- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".
- F.2.17 Clarification of tender offer after submission**  
Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
- Note:** **Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.**
- F.2.18 Provide other material**
- F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
- F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.
- F.2.19 Inspections, tests and analysis**  
Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
- F.2.20 Submit securities, bonds, policies, etc.**  
If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
- F.2.21 Check final draft**  
Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.
- F.2.22 Return of other tender documents**  
If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data



**F.2.23 Certificates**

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

**F.3 The employer's undertakings**

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

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

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

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

**F.3.2 Issue Addenda**

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

**F.3.3 Return late tender offers**

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

**F.3.4 Opening of tender submissions**

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

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

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

**F.3.5 Two-envelope system**

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

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

**F.3.6 Non-disclosure**

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

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

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

**F.3.8 Test for responsiveness**

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

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

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

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

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

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

**F.3.9.1** Check responsive tender offers for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

**F.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

**F.3.9.3** Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.

**F.3.9.4** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If the 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**

**F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.



**F.3.11.2 Method 1 : Financial offer**

in the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

**F.3.11.3 Method 2 : Financial offer and preference**

in the case of a financial offer and preference:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

$N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

**F.3.11.4 Method 3 : Financial offer and quality**

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

$N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

**F.3.11.5 Method 4 : Financial offer, quality and preferences**

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preferences claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
 $N_p$  is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.  
 $N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

**F.3.11.6 Decimal Places**

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

**F.3.11.7 Scoring Financial Offers**

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

$$N_{FO} = W_1 \times A$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer.  
 $W_1$  is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.  
 $A$  is a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

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

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

**F.3.11.8 Scoring preferences**

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

**F.3.11.9 Scoring quality**

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

$$N_Q = W_2 \times S_Q / M_S$$

where:  $S_Q$  is the score for quality allocated to the submission under consideration;  
 $M_S$  is the maximum possible score for quality in respect of a submission; and  
 $W_2$  is the number of tender evaluation points awarded for quality offered as stated in the tender data.

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

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

**F.3.14 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,
- c) other revisions agreed between the employer and the successful tenderer, and

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

**F.3.15 Issue final contract**

Prepare and issue the final draft of contract to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any).

**F.3.16 Notice to unsuccessful tenderers**

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

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

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

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

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

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

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DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: A-HS 03-2013

THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL 30 JUNE 2016

**PART T2 LIST OF RETURNABLE DOCUMENTS**

*The bidder must complete the following returnable documents.*

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T2.2	OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES.....	41
T2.3	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT .....	60
T2.4	OTHER DOCUMENTS THAT WILL BE INCLUDED IN THE CONTRACT	

**NOTE:**

Although the documents under Part T2 is headed "Returnable Documents" in line with the CIDB model, these are not the only documents to be returned together with the bid. All the documents indicated on Part T1, must be completed and signed where applicable and submitted as a **complete set of documents**

T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES

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Handwritten marks: a large '4' and a signature 'R'.

**FORM 2.1.1 SCHEDULE OF CONSTRUCTIONAL PLANT**

The Bidder shall state below what Constructional Plant will be available for the work should he be awarded the Contract.

DESCRIPTION, SIZE, CAPACITY	NUMBER
<ul style="list-style-type: none"> <li>• Homebased and Equipment (As required)</li> <li>• Compaction equipment (As required)</li> <li>• Powerboats (As required)</li> <li>• Tru's</li> <li>• LDV</li> <li>• Tippers to import fill material (As required)</li> <li>• Ditch which to excavate (As required)</li> </ul>	<p style="text-align: center;">X1 X2</p>

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DESCRIPTION, SIZE, CAPACITY	NUMBER

*[Handwritten mark]*

**FORM 2.1.2 SIZE OF ENTERPRISE AND CURRENT WORKLOAD**

What was your turnover in the previous financial year? F \_\_\_\_\_

What is the estimated turnover for your current financial year? R \_\_\_\_\_

Physical facilities:

Provide information on offices, factories, yards and warehouses occupied by your enterprise (attach details if the space provided is not enough)

Description	Address	Area (m <sup>2</sup> )

**SMME STATUS - (COMPULSORY)**

**TO BE COMPLETED FOR STATISTICAL PURPOSES ONLY AND WILL NOT BE USED FOR EVALUATION PURPOSES**

Provide details on the following

EKURHULEMI METROPOLITAN MUNICIPALITY	
23-04-2013	
R OFFICE DE MAYOR	

Sector/Sub-Sector in accordance with the Standard Industrial Classification	
Total Full-time Equivalent of paid Employees	
Total Annual Turnover	
Total Gross Asset Value	
Size or Class (Medium, Small, Very Small, Micro)	

**NOTE :** If all of the above does not adhere to the definition of a single class, use the total Annual Turnover only to decide on the class.

List your current contracts and obligations:

Description	Value (R)	Start date	Duration	Expected completed date

Do you have the capacity to supply the goods and services described in this bid, should the contract be awarded to you?

**FORM 2.1.3 STAFFING PROFILE**

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Own staff: gender and race	Number of staff
Staff to be employed for the project: gender and race	Number of staff
Not applicable	

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 TENDERS OFFICE  
 100 MAIN ROAD  
 SANDHURST

The Bidder shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the project should his Bid be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

DESIGNATION	NAME OF	NATIONALITY	SUMMARY OF			NQF 7 Certified Yes/No
	(i) NOMINEE (ii) ALTERNATE		QUALIFICATIONS	EXPERIENCE AND PRESENT OCCUPATION		
HEADQUARTERS						
Partner/director						
Project manager						
Other key staff (give designation)						
CONSTRUCTION MONITORING						
Site Agent						
Engineer on Site						
Construction supervisor (give designation)						
Other key staff (give designation)						

IAN

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**FORM 2.1.5 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER**

(Also refer to "REFERENCE LIST" attached for further examples)

Provide the following information on relevant previous experience. Indicate comparable projects of similar or larger size. This information is material to the award of the Contract.

No points will be awarded if reference cannot be reached or if it refuses to supply information. Give at least two(2) names and telephone numbers and e-mail address per reference.

EMPLOYER (Name, tel no and fax no)	CONSULTING ENGINEER (Name, tel no and fax no)	NATURE OF WORK CARRIED OUT PREVIOUSLY	VALUE OF WORK	YEAR OF COMPLETION

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Provide details on the surety you will provide if the bid is awarded to you

AMOUNT (R required)

Which of the following institutions will provide surety?

- Bank registered in terms of the Bank Act 1990 (Act 94 of 1990): Not Applicable
- Insurance Company registered in terms of the Short Term Insurance Act 1998 (Act 53 of 1998): RENASA
- Cash: Not Applicable

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

Month no	Amount (VAT included)			Cumulative cash flow
	a Received	b Payments made	a - b Net cash flow	
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

Maximum negative cash flow: Take the largest negative number in the last column and write it in here → → → → → → →

Notes:

- (i) Value added tax to be included in all amounts
- (ii) Assume payment of certificates within 30 days of approval of certificate

From what sources will you fund the above amount (e.g. Funds internally available, bank overdraft, loan, etc)

Con financing will be utilized

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NAME OF BIDDING ENTITY URBAN ECONOMIC CONSULTING INC.

FORM 2.1.7 JOINT VENTURE/ CONSORTIUM AUTHORITY

**JOINT VENTURE/ CONSORTIUM INFORMATION**

(Complete only if applicable)

NOT APPLICABLE

The parties hereto form a Joint Venture/ Consortium for the purpose of jointly bidding and obtaining the award of contract for **THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL 30 JUNE 2016** and of jointly performing such contract under joint and several responsibility.

The share of the partners in the Joint Venture/ Consortium shall be :

Full Name and address of Lead enterprise

..... %

Full Name and address of 2<sup>nd</sup> enterprise

..... %

Full Name and address of 3<sup>rd</sup> enterprise

..... %

The Lead Partner is hereby authorised to incur liabilities, receive instructions, payments, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.

The parties hereto shall make available to the Joint Venture/ Consortium the technical advice and benefit of their individual experience and shall, in all other respects, endeavour to share the responsibility and burden of the performance of the Joint Venture/ Consortium.

To this end the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss and personnel.

The Lead Partner shall supply, in its name, the necessary insurance prescribed for the industry and such other insurance as may be prescribed by the EMM, for the amount and period as stated in the Contract Data.

The Joint Venture/ Consortium may not be terminated by any of the parties hereto until either:

The contract has been awarded to another bidder

or

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NOT APPLICABLE

The work undertaken by the Joint Venture/ Consortium under the contract has been completed and all liabilities and claims incurred by and made by the Joint Venture/ Consortium have been settled, the bid is cancelled or the period of validity of bid extended.

No party to the Agreement shall be entitled to sell, assign or in any manner encumber or transfer its interest or any part thereof in the Joint Venture/ Consortium without obtaining the prior written consent of the other party hereto.

The Parties of the Joint Venture/ Consortium shall cooperate on an exclusive basis. No Party shall during the validity period of the bid submit a bid to or enter into a Contract with the EMM or any other party for the Project, either alone or in collaboration with a third party.

Authorised Signature Lead Partner.....

Name .....

Designation .....

Signed at..... on .....

Authorised Signature of 2<sup>nd</sup> Partner.....

Name .....

Designation .....

Signed at..... on .....

Authorised Signature of 3<sup>rd</sup> Partner.....

Name .....

Designation .....

Signed at..... on .....

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(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE BID, ORIGINAL OR CERTIFIED COPIES OF DATED AND SIGNED RESOLUTIONS OF THE MEMBERS/DIRECTORS/PARTNERS AS THE CASE MAY BE.)

In the event that there are more than 3 Joint Venture/Consortium partners, additional page/s may be added in order to furnish the requested information and authorised signature

Regulation 11(8) of the Preferential Procurement Regulations ,2011 provides that :

“A person must not be awarded points for B-BBEE Status Level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an exempted micro enterprise that has capability and ability to execute the sub-contract.”

Regulation 11(9) of the Preferential Procurement Regulations ,2011 provides that :

A bidder awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the bidder concerned, unless the contract is sub-contracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.

Provide details on all sub-contractors you intend utilising for this contract:

Type of work to be used for	As a % of contract	Name of sub-contractor	B-BBEE Status Level of Contributor Points of sub-contractor
Not Applicable			
Total % of contract sub-contracted			

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**DETAILS OF BIDDING ENTITY'S BANK**

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

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

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name	
Branch code	
Street address	
Postal address	
Telephone number	
Fax number	
Account number	
Type of account, (i.e. cheque account)	

**BIDDER'S TAX DETAILS**

Bidder's VAT vendor registration number: .....

Bidder's SARS tax reference number: .....

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**FORM 2.1.10**      **DETAILS OF ALTERNATIVE BIDS SUBMITTED**

See condition of bid.

DESCRIPTION
Not Applicable

**FORM 2.1.11**      **AMENDMENTS AND QUALIFICATIONS BY BIDDER**

See condition of bid

PAGE	DESCRIPTION
	Not Applicable

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LABOUR-ENHANCED METHODS: PROPOSED PLANNED ACTIONS OF BIDDER  
 RESULTING IN DEVIATIONS FROM SPECIFIED WORK

ACTIVITY OR PAY ITEM	DESCRIPTION OF PLANNED ACTION RESULTING IN DEVIATION FROM SPECIFIED WORK
	Not Applicable.

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EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: A-HS 03-2013

THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL 30 JUNE 2016

T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

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**FORM 2.2.1 TAX CLEARANCE CERTIFICATE**

(Please See "Annexure A" attached)

A VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY THEREOF, OBTAINED FROM SARS TO BE SUBMITTED WITH BID DOCUMENTS.

Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).

Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this bid not being further considered for the award of the contract, by the Bid Evaluation Committee.

*[Handwritten signature]* @

NAME OF BIDDING ENTITY LINSIAN BUSINESS OPPORTUNITIES

EKURHULENI METROPOLITAN MUNICIPALITY

23-04-2013

TENDER OFFICE  
SISANDA MAYA

FORM 2.2.2 GENERAL DECLARATION:

I/We, the undersigned:

- (a) bid to supply and deliver to the EKURHULENI METROPOLITAN MUNICIPALITY [hereafter "EMM"] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;
- (b) agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;
- (c) further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; C3 and C4", attached hereto, should this bid be accepted in whole or in part;
- (d) confirm that this bid may only be accepted by the EMM by way of a duly authorised Letter of Acceptance;
- (e) declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Bill of Quantities/Scope of Works and completed the Returnable Schedules and declarations, attached hereto;
- (f) declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the EMM and the undersigned;
- (g) certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown.;
- (h) acknowledge that the information furnished is true and correct;
- (i) accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of the EMM that the claims are correct. If the claims are found to be inflated, the EMM may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the EMM as a result of the award of the contract and/or cancel the contract and claim any damages which the EMM may suffer by having to make less favourable arrangements after such cancellation;
- (j) declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and
- (k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.
- (l) declare that the signatory to the bid document is duly authorised; and
- (m) agree that documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the EMM.
- (n) declare that the Broad-Based Black Economic Empowerment Certificate submitted herewith in terms of Regulation 10 of the Preferential Procurement Regulations, 2011 is based on true and accurate information and has been obtained from a duly accredited verification agency (or, in the case of an Exempted Micro-Enterprise(EME) from a registered auditor, accounting officer or accredited verification agency)
- (o) declare that the following responses to be true and correct:

Does the bidder have participation in the submission of any other offer for the supplies/services described in the attached documents?

(Tick applicable box)

YES	NO
	✓

If YES the following information must be supplied:

a. The name(s) of the other Bidder(s) involved .....  
.....  
..... NOT APPLICABLE .....

2. The full details of the Bidder(s) participation .....  
.....  
.....

(p) declare that all of the information furnished is true and correct

Signed at PARBETWIN, JOHANNESBURG this 19<sup>th</sup> day of April 2013.

Name of Authorised Person: Henk le Roux

Authorised Signature: [Signature]

Name of Bidding Entity: URBAN DYNAMICS GAUTENG INC

Date: 19<sup>th</sup> April 2013

As witness: 1. [Signature]

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MUNICIPALITY  
23-04-2013  
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SISANDI MAYA



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?  
(Tick applicable box)

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

3.8.1 If yes, furnish particulars. ....

*Not Applicable*

3.9 Have you been in the service of the state for the past twelve months?  
(Tick applicable box)

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

3.9.1 If yes, furnish particulars.....

*Not Applicable*

3.10 Do you have any relationship (close family member, partner or associate) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?  
(Tick applicable box)

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

3.10.1 If yes, furnish particulars.

*Not Applicable*

3.11 Are you aware of any relationship (close family member, partner or associate) 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?  
(Tick applicable box)

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

3.11.1 If yes, furnish particulars

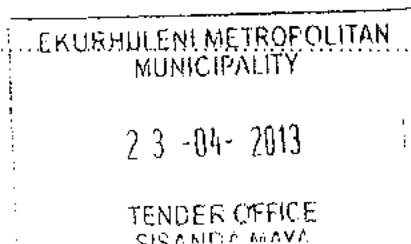
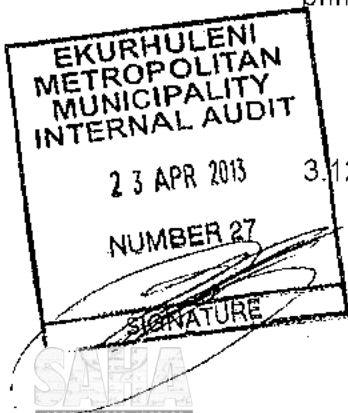
*Not Applicable*

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?  
(Tick applicable box)

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

3.12.1 If yes, furnish particulars.

*Not Applicable*



3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

(Tick applicable box)

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

3.13.1 If yes, furnish particulars.

None

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.

(Tick applicable box)

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

3.14.1 If yes, furnish particulars:

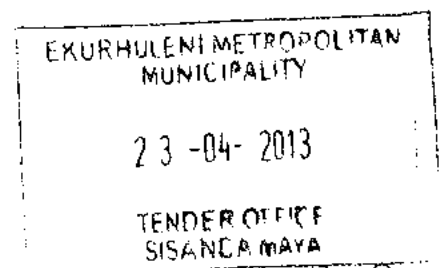
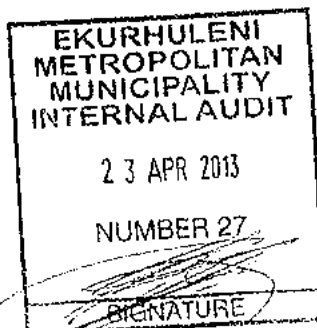
- M. J. M. M. M. (Director) M. J. M. M. M. (Director) M. J. M. M. M. (Director) M. J. M. M. M. (Director) M. J. M. M. M. (Director)
- M. J. M. M. M. (Director) M. J. M. M. M. (Director) M. J. M. M. M. (Director) M. J. M. M. M. (Director) M. J. M. M. M. (Director)
- M. J. M. M. M. (Director) M. J. M. M. M. (Director) M. J. M. M. M. (Director) M. J. M. M. M. (Director) M. J. M. M. M. (Director)
- M. J. M. M. M. (CEO) M. J. M. M. M. (CEO) M. J. M. M. M. (CEO) M. J. M. M. M. (CEO) M. J. M. M. M. (CEO)
- M. J. M. M. M. (Director) M. J. M. M. M. (Director) M. J. M. M. M. (Director) M. J. M. M. M. (Director) M. J. M. M. M. (Director)

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

Full Name	Identity Number	State Employee Number

--	--	--

\* For additional details - see below attached as separate ID



CERTIFICATION

I, THE UNDERSIGNED (NAME) Henk le Roux

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

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



Signature

19 April 2013

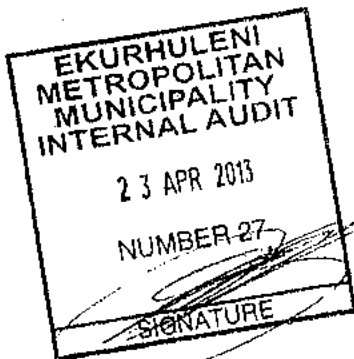
Date

Director

Capacity

URBAN DYNAMICS GAUTENG INC

Name of Bidding Entity





**FORM 2.2.4 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4.1.1	If so, furnish particulars:  <i>NOT APPLICABLE</i>	23-04-2013  TENDER OFFICE SISANGA MAYA	
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4.2.1	If so, furnish particulars:  <i>NOT APPLICABLE</i>		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4.3.1	If so, furnish particulars:  <i>NOT APPLICABLE</i>		

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.4.1	If so, furnish particulars:  NOT APPLICABLE		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.7.1	If so, furnish particulars:  NOT APPLICABLE		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) Henk le Roux  
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.  
 I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

  
 Signature

19 APRIL 2013  
 Date

Director  
 Position

URBAN MINERALS (PTY) LTD  
 Name of Bidder

ERURHULENI METROPOLITAN  
 MUNICIPALITY  
 23-04-2013  
 TENDER OFFICE  
 SISANDA MAYA

NAME OF BIDDING ENTITY USAH SAHABU BANGSA

**FORM 2.2.5 DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)**

**MUST BE COMPLETED FOR THIS BID**

**BIDDERS MUST COMPLETE THE FOLLOWING QUESTIONNAIRE:**

**1.1 Are you by law required to prepare annual financial Statements?**

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

*(Tick applicable box)*

If yes:

1.1.1 If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years must be submitted, (unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).

1.1.2 If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the two immediately preceding financial years must be submitted, (unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).

1.1.3 Annual financial statements submitted must comply with the requirements of the Companies Act or the Close Corporations Act. Summaries and/or extracts of annual financial statements shall not be acceptable and shall result in the rejection of the bid.

**1.2 If your answer to 1.1 above is YES then, did you only commence business within the past three years?**

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

*(Tick applicable box)*

1.2.1 If yes, the bidder is required to submit annual financial statements in compliance with the provisions of 1.1.1 and 1.1.2 above for each of its financial years since commencing business.

**1.3 If your answers to 1.1 above is NO, un-audited financial statements must be submitted with your bid for the periods specified in 1.1.1, 1.1.2 or 1.2.1 above, as the case may be.**

NOT APPLICABLE

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

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

*(Tick applicable box)*

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

**2.2 If yes, provide particulars.**

NOT APPLICABLE

EKURHULENI METROPOLITAN MUNICIPALITY  
 23-04-2013  
 TENDER OFFICE  
 SISANDA MAYA

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1 P

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? (Tick applicable box)

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

3.1 If yes, furnish particulars.

..... NOT APPLICABLE .....

.....

4. Will any portion of goods or services be sourced from outside the Republic and if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? (Tick applicable box)

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

4.1 If yes, furnish particulars

..... NOT APPLICABLE .....

.....

**CERTIFICATION**

I, THE UNDERSIGNED (NAME) Heidi le Roux

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

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

  
Signature

19th APRIL 2013  
Date

Director  
Position

URBAN DYNAMICS CONSTRUCTION  
Name of Bidder

EKURHULENI METROPOLITAN MUNICIPALITY  
23-04-2013  
TENDER OFFICE  
SISANDI MAYA

X

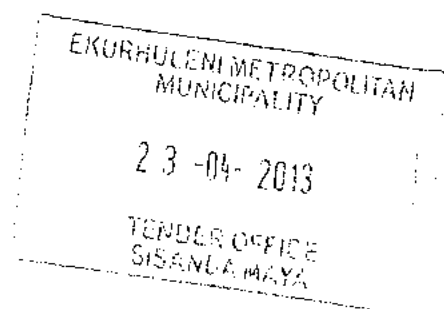
NAME OF BIDDING ENTITY ..... URBAN MANAGER'S CONFERENCE.....

**FORM 2.2.6 CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Form "2.2.6" must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe* se prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This Form "2.2.6" serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (Form "2.2.6") must be completed and submitted with the bid:

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

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



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

CONTRACT NO: A-HS 03-2013

THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL 30 JUNE 2016

(Bid Number and Description)

in response to the invitation for the bid made by:

EKURHULENI METROPOLITAN MUNICIPALITY

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: URBAN DYNAMICS CONSULTING INC that:  
(Name of Bidder)

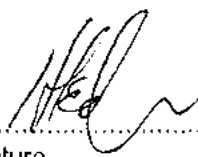
1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on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

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



EKURHULENI METROPOLITAN MUNICIPALITY  
23-04-2013  
TENDER OFFICE  
SISANIWA NYA

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
  
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
  
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

  
 .....  
 Signature

19th April 2013  
 .....  
 Date

Director  
 .....  
 Position

URBAN DYNAMICS CHAMPION INC.  
 .....  
 Name of Bidder

EKURHULENI METROPOLITAN  
 MUNICIPALITY  
  
 23-04-2013  
  
 TENDER OFFICE  
 SISANIKA MAYA

NAME OF BIDDING ENTITY ..... URBAN DYNAMICS (PTY) LTD

FORM 2.2.7: DECLARATION FOR MUNICIPAL ACCOUNTS

**MUST BE COMPLETED FOR THIS BID**

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

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

- (i). I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:
- (ii) that at the closing date of the bid, no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members to the EMM, or to any other municipality or municipal entity, are in arrears for more than three (3) months.
- (iii). I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (i) above are in arrears for more than three (3) months, the bid will be rejected and the EMM may take such remedial action as is required, including the rejection of the bid and/or termination of the contract.
- (iv) I further declare that copies of any rates and taxes or municipal service charges account/s, will be submitted to the EMM to its satisfaction, PRIOR to the commencement with the service/work but not later than 14 days after having been informed of the acceptance of the bid; and that
- (v) I declare that if the bid is awarded to the bidding entity, any moneys due to the bidding entity for services/goods rendered shall be utilised to offset any monies due to a municipality or a municipal entity.
- (vi) The following account/s of the bidding entity has reference: *(the two attached accounts)*  
*(to be rejected)*

Municipality	Account number
<u>CITY OF DURBAN</u>	<u>400217001</u>
<u>METRO TOWN MUNICIPALITY</u>	

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

EXURHULENI METROPOLITAN  
MUNICIPALITY  
  
23 -04- 2013  
  
TENDER OFFICE  
SISANDA MAYA



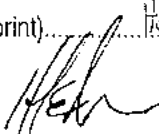
PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block,


Bidding entities who operate from informal settlements	
Bidding entities who operate from a property owned by a director / member / partner	
Bidding entities who operate from somebody else's property	
Bidding entities who rent premises from a landlord	✓
Other (Please specify)	

✓  
Bidding

Signed at Red Bank this 19<sup>th</sup> day of April 2013

Name of Duly Authorised Signatory: (Please print) Henk le Roux

Authorised Signature: 

As witness: 1. 

2. 

EKURHULENI METROPOLITAN  
MUNICIPALITY  
  
23 -04- 2013  
  
TENDER OFFICE  
SISANDA MAYA

A Pa

NAME OF BIDDING ENTITY MRDAS DYNAMICS SPENDING INC

**FORM 2.2.8: DECLARATION FOR MUNICIPAL ACCOUNTS WHERE BIDS ARE EXPECTED TO EXCEED R10 MILLION**

**MUST BE COMPLETED FOR THIS BID**

Declaration in terms of paragraph 21(1)(d)(ii) of the Supply Chain Management Policy of the Ekurhuleni Metropolitan Municipality (EMM), to be completed by ALL bidders in cases where the value of the transaction is expected to exceed R10 million (VAT included).

- (i). I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:
- (ii). that at the closing date of the bid, the bidder had no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.
- (iii). I acknowledge that should it be found that any undisputed commitments for municipal services charges towards a municipality or other service provider in respect of which payment is overdue for more than 30 days, the EMM may take such remedial action as is required.
- (iv). I further declare that copies of any rates and taxes or municipal service charges account/s, will be submitted to the EMM to its satisfaction PRIOR to the commencement with the service/work but not later than 14 days after having been informed of the acceptance of the bid: and that
- (v). I declare that if the bid is awarded to the bidding entity, any moneys due to the bidding entity by the EMM for services/goods rendered in terms of this bid shall be utilised to offset any monies due to a municipality or a municipal entity.
- (vi). The following account/s has reference: *(Please state the account number and to which municipality it is related)*



Municipality Account number

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

Signed at Port Elizabeth this 19<sup>th</sup> day of June 2013

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

EKURHULENI METROPOLITAN  
MUNICIPALITY  
  
23-04-2013  
  
TENDER OFFICE  
SIS. NDA MAYA

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

Bidding entities who operate from informal settlements	
Bidding entities who operate from a property owned by a director / member / partner	
Bidding entities who operate from somebody else's property	
Bidding entities who rent premises from a landlord	✓
Other (Please specify)	

due to the "municipal"

Signed at Parkview this 19<sup>th</sup> day of April 2013

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

Authorised Signature: [Handwritten Signature]

As witness: 1. [Handwritten Signature]

2. [Handwritten Signature]

EKURHULENI METROPOLITAN MUNICIPALITY  
 23-04-2013  
 TENDER OFFICE  
 SISANDA MAYA

[Handwritten Initials]

EKURHULENI METROPOLITAN MUNICIPALITY  
DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: A-HS 03-2013

THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS  
FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL  
30 JUNE 2016

T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT

CONTENTS

	<u>PAGE(S)</u>
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FORM 2.3.2 RECORD OF ADDENDA TO BID DOCUMENTS .....	63
FORM 2.3.3 ADJUDICATION OF BIDS.....	64
FORM 2.3.4 GENERAL INFORMATION.....	72

**FORM 2.3.1 FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2003**

In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 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 bid for the due fulfilment of all the applicable requirements of the Act and the Regulations.

1 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	<input checked="" type="checkbox"/>
NO	<input type="checkbox"/>

2 Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	<input type="checkbox"/>
Own resources, still to be hired and/or trained (until competency is achieved)	<input type="checkbox"/>
Specialist subcontract resources (competent) - specify: Hecis Conatle - CHSAS Consulting Services Africa CC	<input checked="" type="checkbox"/>

3 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): (See Appendix 1 for details)

Mr. Hecis Conatle  
 Hecis Conatle - CHSAS Consulting Services Africa CC  
 Mr. Hecis Conatle - CHSAS Consulting Services Africa CC

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

None

EKURHULENI METROPOLITAN MUNICIPALITY  
 23-04-2013  
 TENDER OFFICE  
 SISANDA MAYA


5 Potential key risks identified and measures for addressing risks:

None

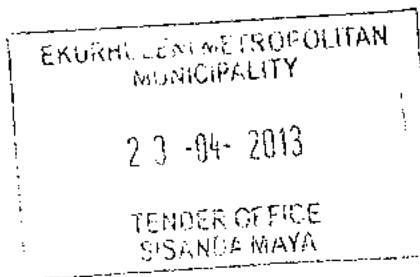
6 I have fully included in my bid rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period. (Tick)

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

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

1 6309025042085 ID NO: 

2 ..... ID NO: .....



**FORM 2.3.2 RECORD OF ADDENDA TO BID DOCUMENTS**

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

	Date	Title or Details
1		Confirmatory notes of compulsory site/clarification meeting
2		<i>None to date</i>
3		
4		
5		
6		
7		
8		
9		
10		

EKURHULENI METROPOLITAN MUNICIPALITY  
 23-04-2013  
 TENDER OFFICE  
 SISANDA MAYA

Attach additional pages if more space is required.

Signature of Authorized person: *[Handwritten Signature]*

Name: *Henk le Roux*

Date: *19th April 2013*

Position: *[Handwritten Signature]*

PROCUREMENT FORM

ADJUDICATION OF BIDS

Bids are adjudicated in terms of EMM Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

1. Technical adjudication and General Criteria

Bids will be adjudicated in terms of inter alia:

- Compliance with bid conditions
- Technical specifications

If the bid does not comply with the bid conditions or technical specifications, the bid shall be rejected. See page 3 and 4 for examples.

2. Infrastructure and resources available

Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:

- Physical facilities
- Plant and equipment available for the contract owned by the bidder
- Plant and equipment the bidder intends renting or acquiring, should the contract be awarded to him.

3. Size of enterprise and current workload

Evaluation of the bid's position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

4. Staffing profile

Evaluation of the bid's position in terms of:

- Staff available for this contract being bided for
- Qualifications and experience of key staff to be utilised on this contract.

5. Previous experience

Evaluation of the bid's position in terms of his previous experience. EMPHASIS will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all of the references will be contacted to obtain their input.
- Proof has to be provided for the execution of three relevant projects, preferably an organ of state.
- The minimum number of houses constructed by the bidder in previous contracts shall be 300 houses or more
- Bids not complying will be rejected



6. Financial ability to execute the contract

Evaluation of the bid's financial ability to execute the contract. **EMPHASIS** will be placed on the following:

- Estimated cash flow
- Contact the bidder's bank manager to assess the bidder's financial ability to execute the contract and the bidder hereby grants his consent for this purpose.

7. Good standing with SA Revenue Service

Establish whether a valid original tax clearance certificate or copy thereof has been submitted with the Bid document on closing date of the bid. If no such Certificate or copy thereof has been submitted, the bid must be rejected. If a valid original tax clearance certificate has not been submitted, the bidder shall be requested in writing to submit a valid original tax clearance certificate by a specific date and at a specific venue. **NB** A failure to submit a valid original tax clearance certificate in terms of the aforesaid written request shall result in the rejection of the bid.

8. The bidder **must affix a valid original Tax Clearance Certificate or copy thereof, as well as a valid original or a copy of enrolment certificate issued by the NHBRC** to the **last page** of the bid document. If documents are not attached bids will be rejected.

**EMM reserves the right to verify the validity of the bidder's NHBRC enrolment with the NHBRC on their web site.**

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).

Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**NB:**

If the bid does not meet the requirements contained in the EMM Supply Chain Management Policy, and the mentioned framework, it shall not be considered an acceptable bid and shall be rejected by the Municipality, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

9. **Adjudication using a Points System**

Acceptable bids will be evaluated using a system that awards points on the basis of bid price and B-BBEE Status Level of Contribution. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate (from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA)) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

For bids with a bid amount equal to or below R 1 000 000.00 (all applicable taxes included) a maximum of 80 points is allocated for price and a maximum of 20 points for B-BBEE Status Level of Contribution. For bids with a bid amount above R 1 000 000.00 (all applicable taxes included) a maximum of 90 points is allocated for price and a maximum of 10 points for B-BBEE Status Level of Contribution.

A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract

The Municipality shall award the Contract to the Bidder obtaining the highest number of points for Price and B-BBEE Level of Contribution calculated in accordance with the Preferential Procurement Regulations, 2011, unless there are grounds that justify the award to another bidder, in accordance with the provisions of Section 2 (f) of the Procurement Policy Framework Act, Act No. 5 of 2000.

## 9. Remedies

The City Manager must act in terms of paragraph 13 of the Preferential Procurement Policy Regulations, 2011, against the bidder or person awarded the contract upon detecting that the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis, or any of the conditions of the contract have not been fulfilled

Regulation 13 of the Preferential Procurement Policy Regulations provides as follows:

- "13 (1) An organ of state must, upon detecting that-
- (a) The B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis; or
  - (b) Any of the conditions of the contract have not been fulfilled, act against the tenderer or person awarded the contract.
- (2) An organ of state may, in addition to any other remedy it may have against the person contemplated in sub-regulations (1) -
- (a) Disqualify the person from the tendering process;
  - (b) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) Restrict the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining any business from any organ of state for a period not exceeding 10 years, after *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) Forward the matter for criminal prosecution."

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS  
2011

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (One Million Rand) (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (One Million Rand) (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3

1.4 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	90
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

2.1 "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 "comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

- 2.7 "consortium or joint venture" 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;
- 2.8 "contract" means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 "EME" means any enterprise with an annual total revenue of R5 million or less .
- 2.10 "Firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 "functionality" means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 "non-firm prices" means all prices other than "firm" prices;
- 2.13 "person" includes a juristic person;
- 2.14 "rand value" means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 "sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 "total revenue" bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 "trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 "trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points may be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 in the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

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

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

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

Where

- $P_s$  = Points scored for comparative price of bid under consideration  
 $P_t$  = Comparative price of bid under consideration  
 $P_{\min}$  = Comparative price of lowest acceptable bid

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## 6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: 6 = 3 (maximum of 10 or 20 points) (See "Annexure B" attached)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO  
 (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?.....% } Not applicable
- (ii) the name of the sub-contractor? .....
- (iii) the B-BBEE status level of the sub-contractor?.....
- (iv) whether the sub-contractor is an EME? YES / NO  
 (delete which is not applicable)

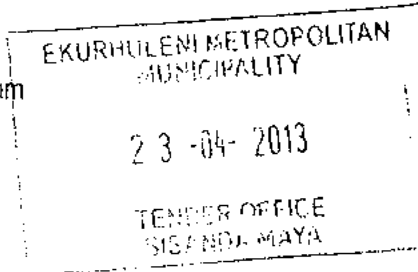
9 DECLARATION WITH REGARD TO BIDDING ENTITY

9.1 Name of bidding entity: URBAN DYNAMICS (PVT) LTD  
 9.2 VAT registration number: X  
 9.3 Registration number of bidding entity: .....

9.4 TYPE OF ENTITY

[TICK APPLICABLE BOX]

- Partnership/Joint Venture / Consortium
- One person business/sole proprietor
- Close corporation
- Company (INCORPORATED)
- Trust
- Other (specify) .....



9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

Training, Consulting, Town Regional Planning, Development of Integrated Sustainable Urbanisation, Project Management, Construction Project Management, Urban Retail projects, Urban Planning, Land Survey, Geographic Info Systems

9.6 CLASSIFICATION

[TICK APPLICABLE BOX]

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

9.7 MUNICIPAL INFORMATION (Note: The office space for this company is based in the City of Johannesburg)

Municipality where business is situated City of Johannesburg Metropolitan Municipality  
 Consumer Account Number .....

9.8 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS AND REGISTRATION DETAILS?

Date of Registration 21/01/2006  
 Date that commenced business, if different to date of registration 21/01/2006

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the bidder, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7



FORM 2.3.4 GENERAL INFORMATION :

1. Details of Bidding Entity

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE.....01.....NUMBER.....482 4181.....

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE.....01.....NUMBER.....482 2259.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER .....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED?

(Tick applicable box)

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

HAS A VALID ORIGINAL OR A COPY OF ENROLMENT CERTIFICATE ISSUED BY THE NHBRC BEEN ATTACHED?

(Tick applicable box) (Certificate attached)

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

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED?

(Tick applicable box) (Certificate attached)

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

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

(Tick applicable box)

- AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE-CORPORATION ACT (CCA)
- A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)
- A REGISTERED AUDITOR

23-04-2013  
TENDER OFFICE

ERURHULENI METROPOLITAN MUNICIPALITY  
23-04-2013  
TENDER OFFICE  
SISANDA MAYA



72



(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

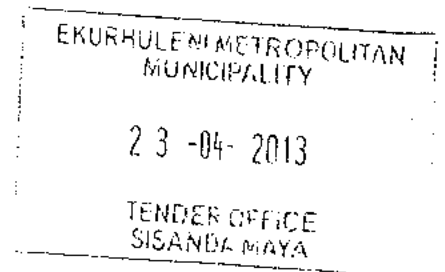
YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>

ARE YOU THE ACCREDITED REPRESENTATIVE  
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?  
(Tick applicable box)

IF YES ENCLOSE PROOF)

2. Legal entity: Mark with an X.

Sole proprietor	
Partnership	
Close corporation	
Company (Incorporated)	X
Joint venture/ Consortium	
Trust	
Tertiary Institution	
Public Entity	



3. In the case of a Joint venture/ Consortium, provide details on joint venture/ consortium partners:

Joint venture/Consortium member	Type of entity (as defined above)
Not applicable	

4. Income tax reference number: (COMPULSORY)  
(In the case of a joint venture/consortium, provide for all joint venture/consortium members)

94 3020 68-45

5. VAT registration number (COMPULSORY):  
(In the case of a joint venture/consortium , provide for all joint venture/consortium members)

\_\_\_\_\_  
\_\_\_\_\_

6. Company ,close corporation, or trust registration number (COMPULSORY):  
(In the case of a joint venture, provide for all joint venture members)

1990/012345/21 \_\_\_\_\_  
\_\_\_\_\_

7. Construction Industry Development Board (CIDB) registration number (COMPULSORY)  
(In the case of a joint venture, provide for all joint venture members) (See Annexure B (Attachment))

222636 \_\_\_\_\_  
\_\_\_\_\_

8. Details of proprietor, partners, closed corporation members,, company directors, or trustees indicating technical qualifications where applicable (Form on the next page).

9. For joint ventures/ consortiums the following must be attached:

- Written authority of each JV / consortium partner, for authorized signatory.
- The joint venture/ consortium agreement.

10. For Trusts the following must be attached

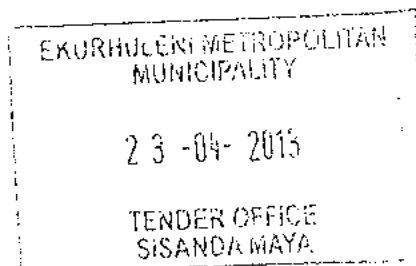
- a. Certified copy of the trust deed;
- b. Certified copies of the Letters of Authority issued in terms of S6 of the Trust Property Control Act, Act No.57 of 1988
- c. Certified copy of the resolution of the trustees of the trust authorising the signatory to sign the bid on behalf of the trust

SIGNATURE OF AUTHORIZED PERSON :

:  \_\_\_\_\_

DATE :

: 12 Aug 2013 \_\_\_\_\_





**NAME OF BIDDING ENTITY** ..... LISBON BY COMPANY S.A. ....

**EQUITY OWNERSHIP – (COMPULSORY)**

**TO BE COMPLETED FOR STATISTICAL PURPOSES ONLY AND WILL NOT BE USED FOR EVALUATION PURPOSES**

List all partners, shareholders or members of bidding entity by name, identity number, citizenship, gender, race, HDI status and ownership. In the case of a Joint Venture, Consortium or Partnership complete an "Equity ownership" for each member.

"ANNEXURE I" attached  
 Please see attached list of members  
 to be registered below

Name and Surname	Position occupied in Enterprise	Identity number	Citizen-ship	Gender Male / Female	Race	HDI Status (Y/N)	%Owned by HDI's	% Owned by Women		% Owned by Disabled
								Black	White	
EXUHLUMENI POPULIAN MUNICIPALITY 23-04-2013 TENDER OFFICE SISANDI MAYA										

Handwritten note: "Please attach ID card here"

PLEASE NOTE

KINDLY ATTACHED COPIES OF IDENTITY DOCUMENTS OF THE ABOVEMENTIONED MEMBERS

(See "ANNEXURE I" attached)



## OCCUPATIONAL HEALTH AND SAFETY INFORMATION FOR BIDS

THE CONTRACTOR SHALL/MUST SUBMIT THE FOLLOWING TO THE MANAGER OH&S TO OBTAIN A CERTIFICATE OF COMPLIANCE FROM OH&S EKURHULENI METROPOLITAN MUNICIPALITY BEFORE ANY WORK MAY COMMENCE.

1. Proof of Registration with the Compensation Commissioner.
2. Letter of "Good Standing" with Compensation Commissioner.
3. Certified copy of first aid certificate.
4. Physical address where contract is taking place (on Company letterhead).
5. Detailed description of intended work (on Company letterhead).
6. List of all Personal Protective Equipment issued to employees (company letterhead).
7. List of ALL employees on site (on company letterhead).
8. Detailed Health and Safety Plan (on company letterhead).
9. Comprehensive Risk Assessment (Qualification and Contact details of Risk Assessor).
10. Public Liability and Commercial Insurance Certificate.
11. All related statutory appointments.
12. Certificates of relevant Training.

The above list represents the minimum content of a safety file in terms of the Construction Regulations (GNR 1010 of 18 July 2003).

OHS Act 85 of 1993.

Contact details: Mr. JJ van der Westhuizen  
Contract Management Office  
Alberton CCC - Occupational Health Clinic  
Swartkoppies Complex  
Tel: (011) 999 2400  
Fax: (011) 861 2135  
Cell: 082 772774

PLEASE REMEMBER:

- (1) *In order to obtain B-BBEE Status Level points in terms of the provisions of Regulations 5(2) or 6(2) of the Preferential Procurement Regulations, 2011, if a bidder is an Exempted Micro Enterprise (EME) in terms of the Broad-Based Black Economic Empowerment Act, Act No. 53 of 2003, the bidder must attach a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, Act No. 69 of 1984) or an accredited verification agency, in compliance with the requirements of Regulation 10 of the Preferential Procurement Regulations, 2011;*
- (2) *In order to obtain B-BBEE Status Level points in terms of the provisions of Regulations 5(2) or 6(2) of the Preferential Procurement Regulations, 2011 if a bidder is not an Exempted Micro Enterprise (EME) in terms of the Broad-Based Black Economic Empowerment Act, Act No. 53 of 2003, the bidder must attach an original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating its B-BBEE rating, in compliance with the requirements of Regulation 10 of the Preferential Procurement Regulations, 2011;*
- (3) TO ATTACH A VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY THEREOF;
- (4) IN THE CASE OF A JOINT VENTURE, THE VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY/IES THEREOF, OF EACH ENTITY CONSTITUTING THE JOINT VENTURE/CONSORTIUM, MUST BE SUBMITTED WITH THE BID DOCUMENT ;
- (5) ATTACH ALL REQUIRED DOCUMENTS TO THE LAST PAGE OF YOUR BID DOCUMENT
- (6) *BIDDERS OTHER THAN EMES MUST SUBMIT THEIR ORIGINAL AND VALID B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR A CERTIFIED COPY THEREOF, SUBSTANTIATING THEIR B-BBEE RATING ISSUED BY A REGISTERED AUDITOR APPROVED BY IRBA OR A VERIFICATION AGENCY ACCREDITED BY SANAS.*
- (7) TO ATTACH A VALID ORIGINAL NHBRC ENROLMENT CERTIFICATE OR COPY THEREOF; IF NOT ATTACHED BID WILL BE REJECTED. EMM RESERVES THE RIGHT TO VERIFY THE VALIDITY OF THE BIDDER'S NHBRC ENROLMENT WITH THE NHBRC ON THEIR WEB SITE.

EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: A-HS 03-2013

THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL 30 JUNE 2016

THE CONTRACT

PART C1 AGREEMENT AND CONTRACT DATA

PART C2 PRICING DATA  
C2.1 PRICING SCHEDULE

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION

*[Handwritten signature]*  
*Be*

EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: A-HS 03-2013

THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL 30 JUNE 2016

PART C1 AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.2 CONTRACT DATA

C1.3 FORM OF GUARANTEE Not Applicable

C1.4 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

C1.5 DRAWINGS AND GEOTECHNICAL REPORTS



C1.1 FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE  
(AGREEMENT)

EKURHULENI METROPOLITAN MUNICIPALITY  
23-04-2013  
TENDER OFFICE  
CISANDA MAYA

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL 30 JUNE 2016

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

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

THE OFFERED TOTAL OF THE SUBSIDY QUANTUM PER TOP STRUCTURES, INCLUSIVE OF VALUE ADDED TAX AND 15 PERCENT GEOTECHNICAL ALLOWANCE, EXCLUDING ESCALATION, CONTINGENCIES, TRANSFER COST AND BENEFICIARY ADMINISTRATION IS

R 5 700 000 (in words); 5 700 000 (in figures)

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

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

FOR THE BIDDER:

Signature(s) [Handwritten Signature]  
Name(s) [Handwritten Name]  
Capacity [Handwritten Capacity]

EKURHULENI METROPOLITAN MUNICIPALITY INTERNAL AUDIT  
23 APR 2013  
NUMBER 27  
SIGNATURE

[Handwritten Name and Address]  
(Name and address of organisation)

Name and signature of Witness [Handwritten Name and Signature]

Date 23 April 2013

## ACCEPTANCE

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

The terms of the contract, are contained in

- Part C1 Agreements and Contract Data, (which includes this Agreement)
- Part C2 Pricing Data
- Part C3 Scope of Work
- Part C4 Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

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

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

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

### FOR THE EMM:

Signature(s)

*D. Choince*

Name(s)

D. Choince

Capacity

Head of Department Human Settlements

EKURHULENI METROPOLITAN MUNICIPALITY  
(Name and address of organisation)

Name and signature of witness

JH JERTON

Date

23/11/13



**SCHEDULE OF DEVIATIONS**

Notes:

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

1	Subject _____	EKUSHULENI METROPOLITAN MUNICIPALITY  23-04-2013  TENDER OFFICE SISANDA MAYA
	Details _____	
2	Subject _____	
	Details _____ <i>Not applicable</i>	
3	Subject _____	
	Details _____	
4	Subject _____	
	Details _____	
5	Subject _____	
	Details _____	
6	Subject _____	
	Details _____	

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

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

FOR THE BIDDER:

Signature(s)

[Handwritten Signature]

Name(s)

Mark de Gooz

Capacity

Director

URBAN BY-LAWS BYLAW NO. 51 OF 2008 (Municipal Ordinance 2008) 1035  
(Name and address of organisation)

Name and signature of witness

[Handwritten Signature]

Date 19/11/2013

FOR THE EMM:

Signature(s)

[Handwritten Signature]

Name(s)

D. Chaine

Capacity

Head of Department: Urban Settlements

EKURHULENI METROPOLITAN MUNICIPALITY  
(Name and address of organisation)

Name and signature of witness

[Handwritten Signature]

Date 13/11/2013

EKURHULENI METROPOLITAN MUNICIPALITY  
23-04-2013  
TENDER OFFICE  
SISANDA MAYA

## C1.2 CONTRACT DATA

### CONDITIONS OF CONTRACT

The Agreement is to be the JBCC Series 2000 Principal Building Agreement, Edition 4.1, March 2005, including all other JBCC support documentation that together form the contract between the Employer and the Contractor, is applicable to this Contract and is incorporated herein by reference. AL 27064 attached as Annexure A

Copies of these documents may be obtained from The Association of South African Quantity Surveyors  
Tel No. (011) 315-4140

### PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract Pre-Tender information is applicable to this Contract:

Clause	
42.1.1	The Employer is the Ekurhuleni Metropolitan Municipality The Employer's address for receipt of communications is: Physical address: Ekurhuleni Metropolitan Municipality C/o Cross & Rose Streets GERMISTON 1400 Telephone: (011) 999-6709 Fax: (011) 999-7518 Postal address: Private Bag 1069 GERMISTON 1400
42.1.2.	The Principal Agent referred to in the Agreement. The principal Agent address for receipt of communications is: Physical address: Postal address:  Telephone: (011) Fax: (011) E-mail:
42.2.1.	Works description. Described in Scope of Works
42.2.2.	Site description. Described in Scope of Works and Site Information C4
42.2.3.	Works or other installations by direct Contractors. Not applicable.
42.2.4.	Specific options applicable to a State Organ. Not applicable.
42.2.5.	Possession of the site: 1 (Ten) calendar days from acceptance of tender and compliance therewith.
42.2.6.	Commencement of the works: 7(Seven) calendar days after taking possession of the site.
42.2.7.	Completion: The contractor must submit a signed construction programme within 7 (Seven) calendar days after possession of the site, which construction programme will be signed by the Director Human Settlement Development, if in order. The completion date will not exceed 30 June 2016 Penalty per calendar day: R800.00
42.2.8.	Practical completion in sections. Not applicable.

Clause	
42.2.9.	The law applicable to this agreement. RSA.
42.3.	Insurances. Contract Work Insurance, Public Liability Insurance in the amount of R5 000, 000.00, a Coupon for Special Risk Insurance (SASRIA) issued by the South African Special Risk Insurance Association

Clause	
42.4.1.	Waiver of the Contractors lien. Yes.
42.4.2.	Construction document copies. 3
42.4.3.	Bill of Quantities drawn up in accordance with: Standard System of Measuring Building Work. Not Applicable see Scope of Works C3
42.4.4.	Submission of priced documents. Not Applicable
42.4.5.	JBCC Engineering General Conditions. Yes
42.4.6.	The contract value is to be adjusted in line with official National subsidy quantum increases.
42.4.7.	Details of changes made to the provisions of JBCC standard documentation :
7	<p>Add the following at the end of clause 7:</p> <p>7.1. The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <ul style="list-style-type: none"> <li>(i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.</li> <li>(ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.</li> <li>(iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.</li> <li>(iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.</li> <li>(v) The Contractor shall be obliged to report forthwith to the Employer and HOD Human Settlements Department any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and HOD Human Settlements Department of such investigation, complaint or criminal charge.</li> </ul> <p>7.2. The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act:</p> <ul style="list-style-type: none"> <li>(i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction</li> </ul>

	<p>Regulation 2003, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2003 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after receiving a completed copy of the Agreement and shall be implemented and maintained from the Commencement of the Works.</p> <p>(ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the HOD Human Settlements Department, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p>
<b>Clause</b>	
10, 11, 12	<p><b>CLAUSE 12 ADD THE FOLLOWING:</b></p> <p>"Notwithstanding the provisions of the General Conditions of Contract and without limiting the obligations liabilities or responsibilities of the Contractor in any way whatsoever including but not limited to the provision by the Contractor of any insurances, the Contractor will effect and maintain for the duration of the Contract until the date of the Certificate of Completion -</p> <p>(i) Contract Works Insurance;</p> <p>(ii) Public Liability Insurance; (R5 000,000.00)</p> <p>(iii) A Coupon for Special Risk Insurance (SASRIA) issued by the South African Special Risk Insurance Association;</p> <p>in the name of the Contractor (including all Sub-Contractors) and Municipality's insurable interest must be noted in the policy.</p> <p>A copy of the Contract Works Insurance, Public Liability Insurance policies and Coupon for Special Risk Insurance as arranged by the Contractor, must be submitted to Municipality. The Insurances will be maintained from the Commencement Date to the date of the Certificate of Completion.</p> <p>The Contractor shall effect and pay for any supplementary insurance, which in its own interest it may deem necessary.</p> <p>The Contractor shall insure that all potential and appointed Sub-contractors are aware of the whole content of this clause, and enforce the compliance by Sub-contractors with this clause where applicable.</p> <p>Any clarification of the scope of cover to be provided by the Policies arranged by the Contractor or the Municipality should be obtained from the Municipality's Broker.</p> <p>The Contractor and its Sub-contractors are deemed to have full knowledge of the terms and conditions under which the required Insurance cover is issued. "</p>
12	<p><b>ADD THE FOLLOWING:</b></p> <p>"The Executive Manager Insurance &amp; Risks (Mr. Dries van den Berg – (011) 999-7369) will verify the Contractors All Risks insurance cover and issue a letter of confirmation that adequate cover is in place or not."</p>
14	<p><b>Security. Not Applicable:</b></p> <p>The Form of Guarantee must substantially contain the wording of the document included as "Form of Guarantee", refer to Part C1.3.</p>

	Where surety is required it shall be in the form of cash, a certified cheque, or a bank guarantee from a banking institution registered in terms of the Banks Act, 1990 (Act No. 94 of 1990) or from an insurer registered in terms of the Insurance Act, 1943 (Act No. 27 of 1943). Where bidders in Category A cannot raise the required surety of 2,5%, and it is feasible to deduct the amount from the first certificate, such concessions may be granted
31	<p>All payments to bidders will only be made by means of Electronic Fund Transfer (EFT). Successful bidders will be requested to submit within 14 days after appointment, the following documents:</p> <ul style="list-style-type: none"> <li>• An original letter from the banking institution to confirm full details of the bank account to the Council (Company name, account number)</li> <li>• An original cancelled cheque (if applicable)</li> <li>• An original letter on the bidding entity's letterhead confirming bank account details into which all contract payments must be made, signed by an authorised official of bidding entity</li> </ul>
31	Retention: Not Applicable
	The original certificate or a copy of the NHBRC enrolment must be submitted and attached to the bid document. If the certificate is not submitted the bid will be rejected
New Clause	Labour Statistics must be submitted monthly together with invoices submitted for payment to the HOD Human Settlements Development.: The EPWP format must be used: and can be obtained from the Project Manager. If invoices are not submitted on a monthly basis, the labour statistics must still be submitted on a monthly basis to the HOD Human Settlements Development in the prescribed format. If the labour statistics are not submitted as requested, payment of invoices will be delayed until the labour statistics are received,
New Clause	Work will be distributed evenly amongst the successful bidders during the contract period. Projects will be allocated on a rotation basis during the term of the contract
New Clause	<i>A valid original or copy of the enrolment certificate issued by the NHBRC; if not attached bid will be rejected. EMM reserves the right to verify the validity of the bidder's NHBRC enrolment with the NHBRC on their web site.</i>
New Clause	The approximately 9 966 subsidized houses will be constructed in different townships in Ekurhuleni Metropolitan Municipality. The employer reserves the right to add more townships and houses during the term of the contract, which will be allocated to the main contractors on a rotation basis
New Clause	On receipt of further tranche payments from GDLGH during the course of the contract, the new housing projects will be allocated to the appointed main contractors on a rotation basis subject to the same Pricing Instructions and Pricing Schedule see C2.1 & C2.2 and Scope of Works see C3, excluding dolomite reports. New dolomite reports will be applicable in respect of the new projects. New dolomite reports must be obtained from the Project Managers. This clause will be applicable from date of appointment of contractors until 30 June 2016
New Clause	Bidders must take note of the fact that the number of houses that must be constructed per township will vary between 100 and 968 houses per township. The total number of houses to be constructed is approximately 9 966 over three years. This number may vary depending on the number of subsidies allocated to EMM.
New Clause	It will be the responsibility of Main Contractors to acquaint themselves with the contents dolomite reports. The dolomite information must be made available to the contractors on site. The provision of the data does not relieve the Main Contractors and contractors of their responsibility to satisfy themselves with the subsurface conditions to be encountered. The Employer will not accept any responsibility for any claims or damages if the foundations are not constructed in accordance with the guidelines as set out in the dolomite reports.



New Clause	The total budget available for the construction of the approximately 9 966 subsidized houses is approximately R665 079 273,00
New Clause	The Main Contractors will be responsible to manage the contractors and subcontractors on site. As per Scope of Works see C3 as well as material management of the contractors on site.
New Clause	The Main Contractors must enter into agreements with the contractors, sub contractors and labourers for the duration of the contract
New Clause	The Main Contractors shall appoint contractors, sub contractors and labourers to build the houses in conjunction with the steering committees and community structures. Local labour must be used.
New Clause	Should it happen that suitable contractors, sub contractors and labourers are not available in the township where houses must be constructed, the Main Contractors are allowed to source contractors, sub contractors and labour from surrounding areas within Ekurhuleni

*Handwritten mark*

23-04-2013

TENDER OFFICE  
DISAFOK WAYA

PART 2: DATA PROVIDED BY THE CONTRACTOR

The following contract Post-Tender Information are applicable to this contract.

Clause	
42.5.	<p>The Contractor is ..... 2013/04/23</p> <p>The Contractor's address for receipt of communications is:</p> <p>Physical address: ..... Postal address: .....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Telephone: .....                      Fax: .....                      E-mail: ..... &amp; ins-website data by contract 13</p>

C1.3 FORM OF GUARANTEE NOT APPLICABLE

EKURHULENI METROPOLITAN MUNICIPALITY  
23-04-2013  
TENDER OFFICE  
SISANDI MATHE

PRO FORMA

CONTRACT NO. A-HS 03/2013

WHEREAS Ekurhuleni Metropolitan Municipality (hereinafter referred to as "the Employer") entered into a Contract with \_\_\_\_\_ (hereinafter called "the Contractor") on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ for the construction of \_\_\_\_\_ at \_\_\_\_\_

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

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

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

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

\_\_\_\_\_ (R\_\_\_\_\_)

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

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

\_\_\_\_\_

12

IN WITNESS WHEREOF this guarantee has been executed by us at \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

As witnesses:

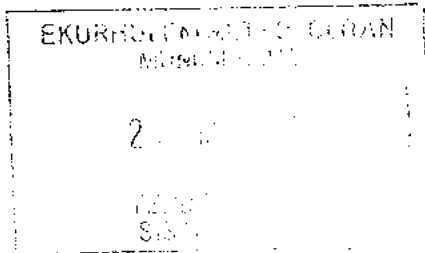
1. \_\_\_\_\_ Signature \_\_\_\_\_

2. \_\_\_\_\_ Signature \_\_\_\_\_

Duly authorized to sign on behalf of \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_



C1.4 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

W

THIS AGREEMENT made at Man Dymally, Gauteng, Tlo Potlhan on this the 10<sup>th</sup> day of April in the year 2013

between THE EKURHULENI METROPOLITAN MUNICIPALITY (hereinafter called "the Employer") of the one part, herein represented by

in his capacity as Director *(Handwritten Signature)*

EKURHULENI METROPOLITAN MUNICIPALITY  
2/3 -04- 2013  
TENDER OFFICE  
SISANELE MALLA

and

Henk le Roux  
(hereinafter called "the Mandatory") of the other part, herein represented by

in his capacity as Pracitor

WHEREAS the Employer is desirous that certain works be constructed, viz THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES 01 JULY 2013 UNTIL 30 JUNE 2016

and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either
  - (a) the date of the Final Approval Certificate issued in terms of Clause 52.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
  - (b) the date of termination of the Contract in terms of Clauses 54, 55 or 56 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
  - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
    - (i) Section 8 : General duties of employers to their employees;
    - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
    - (iii) Section 37 : Acts or omissions by employees or mandataries, and
    - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
  - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 4 In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.

- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 *The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.*
- 7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.
8. The contact details of the OH&S Agent for the EMM is as follows:  
 Mr. J.J. van der Westhuizen  
 Contract Management Office  
 Alberton CCC - Occupational Health Clinic  
 Swartkoppies Complex  
 Tel: (011) 999 2400  
 Fax: (011) 861 2135  
 Cell: 082 7727748

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

**SIGNED FOR AND ON BEHALF OF THE EMM:**

WITNESS 1 .....

NAME 1 .....  
 (IN CAPITALS)

**SIGNED FOR AND ON BEHALF OF THE MANDATORY:**

WITNESS 1 *[Signature]* .....

NAME 1 *HICKS DE KUIX* .....  
 (IN CAPITALS)

EKURHULENI METROPOLITAN  
 MUNICIPALITY  
 23-04-2013  
 TENDER OFFICE  
 SISANDA MAYA

CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on ..... 200.....

Mir/Ms ..... whose signature

appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of .....

SIGNED ON BEHALF OF THE COMPANY: .....

IN HIS/HER CAPACITY AS : .....

DATE : .....

SIGNATURE OF SIGNATORY : .....

EKURHULENI METROPOLITAN  
MUNICIPALITY

23-04-2013

TENDER OFFICE  
SISANDA MEYA

WITNESS 1 .....

NAME 1 .....  
(IN CAPITALS)

**C1.5 DRAWINGS AND GEOTECHNICAL REPORTS**

**Drawings**

Please refer to the Scope of Works C3.3.13 to C3.3.14.12, C3.7 and List of Annexures C3.8.1

**Geotechnical reports**

Reports must be obtained from the Project Managers prior to the commencement of work

EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: A-HS 03-2013

THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL 30 JUNE 2016

PART C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.2 PRICING SCHEDULE



## C2.1 PRICING INSTRUCTIONS

- 1 The Standard Conditions of Tender, Bid Data, Contract Data, the Scope of Works (including the Project Specifications) the Drawings and geo technical reports shall be applicable
- 2 The Bidder shall not group a number of items together and bid one sum for such group of items. The pricing schedule shall be completed per item.
- 3 The bid rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, and Scope of Works and remain valid irrespective of any change in the quantities during the execution of the Contract.
- 4 The quantities of work as measured and accepted and certified for payment in accordance with the Scope of Works and Conditions of Contract, will be used to determine payments to the Main Contractor.
- 5 Ordering of materials must be based on information issued for construction purposes.
- 6 This is a fixed price contract and no escalation will be applicable. The bid amount shall not exceed the present subsidy quantum of R66 533.00 per house as per C2.2
- 8 If however the construction of houses is effected by a change in the National housing subsidy quantum, the rates will be adjusted by the same percentage increase of the subsidy quantum.
- 9 The bid shall be priced as per attached pricing schedule.
- 10 The rates of the bidder scoring the highest evaluation points (90 price; 10 B-BBEE) will be offered to the other successful bidders.
- 11 Provision is made in the Scope of Works regarding the construction cost and subsidy quantum of a 40 square metre house.
- 12 The employer reserves the right to allocate the number of houses/projects to the Main Contractors on a rotational basis and by distributing the work evenly.
- 13 The following words shall have the meanings hereby assigned to them.

Unit	:	The unit of measurement for each item of work as defined in the Scope of Works
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Bidder bids to do the work
Amount	:	The quantity of an item multiplied by the bid rate of the (same) item
Sum	:	An amount bid for an item, the extent of which is described in the Scope of Works or elsewhere, but of which the quantity of work is not measured in units

14 The units of measurement indicated in the Bill of Quantities are metric units.

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass		kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass		square metre-pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

23-04-2013

EKURHULENI METROPOLITAN MUNICIPALITY

Department Name: HUMAN SETTLEMENTS

TENDER OFFICE  
SISANDA HAYA

CONTRACT NO: A-HS-03-2013

THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL 30 JUNE 2016

**C2.2 PRICING SCHEDULE**

	PRESENT SUBSIDY QUANTUM PER TOP STRUCTURE	BID PRICE PER TOP STRUCTURE (Excluding VAT)
Draw 1: Payable on completion of the foundation floor slab	R20 198.50	R 19 520.00
Draw 2: Wall Plate stage of house	R17 313.00	R 16 635.75
Draw 3: Completion stage of the house and hand over of the housing product	R17 313.00	R 16 635.00
Draw 4: Geo Tech on Raft foundation on completion and hand over of the housing product, provided that all the documentation as specified accompanies the claim form.15% as approved.	R8 823.75	R8 823.75
Draw 5: Claim submitted for Happy Letter payment of the approved subsidy and payable on completion and hand over of the housing product, provided that all the documentation as specified accompanies the claim form.	R2 885.50	R2 885.50
<b>TOTAL (EXCLUDING VAT, ESCALATION, TRANSFER COSTS &amp; BENEFICIARY ADMINISTRATION)</b>	R66 533.75	R 66 533.00
<b>TOTAL (ROUNDED OFF) (EXCLUDING VAT, ESCALATION, TRANSFER COSTS &amp; BENEFICIARY ADMINISTRATION)</b>	R66 533.00	R 66 533.00

**NB: PLEASE NOTE**

- BID PRICES ARE TO BE FIRM: IF HOWEVER THE CONSTRUCTION OF HOUSES IS EFFECTED BY A CHANGE IN THE SUBSIDY QUANTUM, THE RATES SUBMITTED ABOVE WILL BE ADJUSTED BY THE SAME PERCENTAGE INCREASE OF THE SUBSIDY QUANTUM.**
- BID PRICES MUST NOT EXCEED THE TOTAL SUBSIDY AMOUNT OF R66 533.00 PER TOP STRUCTURE. BIDS EXCEEDING THE SAID SUBSIDY AMOUNT WILL BE REJECTED.**
- THE MAIN CONTRACTORS WILL BE RESPONSIBLE TO PAY THE CONTRACTORS CONSTRUCTING THE HOUSES IN TERMS OF AN AGREEMENT ENTERED INTO BETWEEN THE MAIN CONTRACTORS AND CONTRACTORS CONSTRUCTING THE HOUSES.**

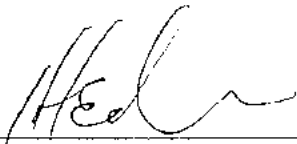
EKURHULENI  
METROPOLITAN  
MUNICIPALITY  
INTERNAL AUDIT  
  
23 APR 2013  
NUMBER 27  
SIGNATURE

PC

NB: PLEASE NOTE:

As this bid is estimated to exceed a rand value of R10 million (VAT, escalation and contingencies included), all bidders are required to furnish,-

- (1) If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders **most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted.
- (2) If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders **most recent financial year together with the annual financial statements for the two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted.
- (3) **Annual financial statements submitted must comply with the requirements of the Companies Act or the Close Corporations Act.**
- (4) If the bidder only commenced business within the past three years, the bidder is required to submit annual financial statements in compliance with the provisions of (1) and (2) above for each of its financial years since commencing business.
- (5) If a bidder is not required by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted.



Signature of person authorised to sign bid documents

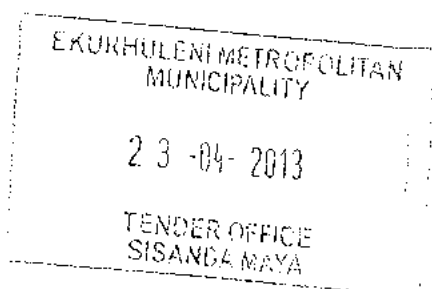
HENCO LE ROUX

Name in block letters

Director

Designation

Date



DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: A/HS 03-2013

THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL 30 JUNE 2016

PART C3 SCOPE OF WORKS : CONSTRUCTION OF APPROXIMATELY 9 966 HOUSES IN EKURHULENI METROPOLITAN MUNICIPALITY

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## C3.1 DESCRIPTION OF WORKS

### C3.1.1 EMM's Objectives

The employer's objectives are to provide subsidized houses to approved beneficiaries, using local contractors, local labour and local sub-contractors and labour intensive construction methods as described in the Scope of Works. The local contractors, sub-contractors & local labour will be temporarily employed and training will be provided to the labourers and sub-contractors employed by the contractors

### C3.1.2 Overview of the Work

The projects are located in various towns in Ekurhuleni Metropolitan Municipality. The total number of subsidized houses to be constructed is 9 966 over a three year period. The subsidized houses or toilets where applicable, must be connected to the water and sewer reticulation. All work will be carried out for the HUMAN SETTLEMENT DEPARTMENT of the City of Ekurhuleni. To keep within the budget, certain sections of the work may be omitted if so required by the Employer

During the 2013/2014 financial year commencing on 1 July 2013 until 30 June 2014 approximately 2,246 subsidized houses must be constructed. The value of the contracts during the said financial year is approximately R151 323 284.00.

During the 2014/2015 financial year commencing on 1 July 2014 until 30 June 2015 approximately 4,377 subsidized houses must be constructed. The value of the contracts during the said financial year is approximately R293 021 767.00

During the 2015/2016 financial year commencing on 1 July 2015 until 30 June 2016 approximately 3,343 subsidized houses must be constructed. The value of the contracts during the said financial year is approximately R220 734 222.00

Please note the values of the contracts may change due to increases in the subsidy quantum by the National Department of Human Settlements

To enable a fair distribution of contracts between the main contractors, the distribution of the houses that must be constructed in a specific financial year will be done by the HOD Human Settlement Department and the Project Managers of each project in conjunction with the Main Contractors.

### C3.1.3 Extent of Works

The Scope of Works and the project specifications form an integral part of the contract documents and supplement the standard specifications.

In the event of any discrepancy with a part or parts of the specifications the drawings and the Scope of Works shall take precedence.

The specifications, which form part of this contract, have been written to cover all phases of work normally required for house construction contracts and they may, therefore, cover items not applicable to this particular contract. The employer reserves the right to amend the specifications and/or add new specifications if so required by legislation. In the case of any amendments required by law, and the corresponding adjustment of the subsidy quantum, the rates will be adjusted in

accordance with the revised subsidy quantum to allow for the changes in scope of work. At no stage will the main contractor be entitled to rates exceeding the total subsidy quantum.

The major items of work to be carried out under this contract include the following but are not limited to it:

(i) General

Establishment of site camp and plant on site

Accommodation of supervisory staff

Identification and Appointment of CLO and community builders in conjunction with project steering committee

Discovery, exposing and demarcation of existing services to be protected and/or relocated

Setting out of the works

(ii) Housing

Construction of 9 966 subsidized houses in accordance with existing raft foundation and house design – 40m<sup>2</sup> in extent

Water house connections from water meter on stand boundary to house. In the case where water meters still have to be installed it will be the responsibility of the Main Contractor, but Council will provide the water meters and fittings

Sewer house connection from house to erf connection on main reticulation

Inspection of the completed houses by the Quality Assurance Section of GDLGH or EMM.

(iii) Services

Protection of existing services

**C3.1.4 Location of Works**

The 9 966 subsidized houses to be constructed are situated in various towns in Ekurhuleni Metropolitan Municipality. Particulars are provided in the Site Information see C4 attached

**C3.2 PROCUREMENT**

**C3.2.1 Preferential procurement**

Acceptable bids will be evaluated by using a system that awards points on the basis 90 points for bid price and 10 points for BEE rating.



### C3.2.2 Subcontracting

The Main Contractors will make use of local sub-contractors, local builders as well as labour from the townships mentioned in the Site Information C4, for appropriate portions of the works that are for labour intensive construction methods. The main contractor remains responsible for quality of all houses constructed under his supervision.

Regulation 11(9) of the Preferential Procurement Regulations, 2011 provides that: a bidder awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the bidder concerned, unless the contract is sub-contracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.

### C3.3 CONSTRUCTION

#### C3.3.1 Works Specification

Building work shall be in accordance with the National Building Regulations, the NHBC Home Building Manual (Parts 1,2 and 3), 1999 Edition and comply with the requirements of the local authority and SABS 0400 as well as SANS 10400-XA:2011

#### C3.3.2 Site Establishment

##### C3.3.2.1 Water Supply (Compulsory)

The Main Contractor shall, at his own expense, be responsible for obtaining and providing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith. The Main Contractor shall further, at his own expense, be responsible for providing all necessaries for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of **Water Services in the different Regions/Townships** which approval shall not be unreasonably withheld.

The Main Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required, produce proof of such compliance. The distribution of water shall be carried out by the Main Contractor strictly in accordance with the applicable laws and regulations.

Water provided by the Main Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Main Contractor shall, whenever reasonably required by the Employer produce test results demonstrating such compliance. Water provided by the Main Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

The obtainment, providing and consumption of water shall be at the contractor's expense. **Water Services in the different Regions/Townships** will assist in this regard.

The Main Contractors may expect sub-contractors to be responsible for the above but shall assist the sub-contractors where necessary.

### **C3.3.2.2 Electricity Supply (Compulsory)**

The Main Contractor shall, at his own expense, be responsible for obtaining and providing all electricity as he may require for the purposes of executing the Contract, including electricity for both construction purposes and domestic use, as well as for making all arrangements in connection therewith.

The distribution of electricity shall be carried out by the Main Contractor strictly in accordance with the applicable laws and regulations.

The obtainment, providing and consumption of electricity shall be at the Contractor's expense.

#### **Electricity Depots in the different Regions/Townships**

The Main Contractors may expect sub-contractors to be responsible for the above but shall assist the sub-contractors where necessary.

### **C3.3.2.3 Excrement Disposal**

The Main Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, to the satisfaction of the responsible health authorities in the area of the Site. All such excrement shall be removed from the Site and shall not be disposed of by the Main Contractor on the Site.

The Main Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

The discharging of the excrement shall be at the contractor's expense.

Proof of the arrangements in C3.3.2.1, C3.3.2.2 and C3.3.2.3 shall be submitted to the Project Manager of the employer at the Human Settlements Department.

The Main Contractors may expect sub-contractors to be responsible for the above but shall assist the sub-contractors where necessary.

### **C3.3.2.4 Communication**

The Main Contractors and sub-contractors shall make their own arrangements regarding a Telkom telephones or mobile phones for their own use and at their own expense

### **C3.3.2.5 Site Maintenance**

During progress of the works and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The sub-contractor shall with the assistance of the Main Contractors store materials and equipment for which they are responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

### **C3.3.3 Construction Camp**

A specific area in close proximity to or on the Site of the Works will be made available by the Employer to the contractors to enable the contractors to establish their construction camps. The specific area for the Contractor's construction camps will be identified to the contractors by the project managers of the employer and the contractors shall have sole use of such area, free of charge, for the duration of the contract. The contractors shall use this area only for the purposes of erecting their site offices, workshops, stores and other facilities required for the execution of the Contract. The contractors shall

not use the area nor allow it to be used for any purposes not directly associated with the execution of the Contract.

The contractors shall be responsible for arranging, at his own cost, for the provision of all services he may require in the area, as well as elsewhere on the Site

Should the contractors deem the area made available by the Employer to be inadequate or unsuitable for the contractor's particular needs, then the contractors shall be at liberty to make their own arrangements with the owners of other sites which they consider are better suited to their needs; provided always that the use by the contractors of any area other than that made available to them by the Employer shall be subject to the prior written approval of the HOD Human Settlements which approval shall not be unreasonably withheld; and provided further that the contractors shall have no claim against the Employer in respect of any costs incurred by them, either directly or indirectly in consequence of utilising any area other than that made available to them by the Employer.

The contractors shall provide for the duration of the Contract and for the exclusive use of the Project Managers and/or his Representatives (as applicable), the various facilities described hereunder. All such facilities shall be provided promptly on the commencement of the Contract.

#### **C3.3.3.1 Office Accommodation**

The Main contractors shall provide a furnished office for the use of the project manager of the employer.

#### **C3.3.3.2 Site Meeting Venue**

The Main contractors shall provide a suitably furnished office or other venue capable of comfortably accommodating a minimum of approximately **twenty (20)** persons at site meetings. The project managers of the employer shall be allowed free use of such venue for conducting any other meetings concerning the Contract at all reasonable times. The venue shall be kept in a clean and orderly condition.

#### **C3.3.3.3 Site Instruction Book**

The contractors shall keep a triplicate book for site instructions on the Site at all times.

#### **C3.3.4 Site Preparation and Cleaning**

The contractors shall ensure that all erven on which houses will be constructed shall be cleared of all vegetation and rubble before the commencement of the construction works. The contractors shall remove all builders' rubble from the erven and all erven will be levelled and made habitable on completion of the construction works and the houses shall be thoroughly cleaned for handing over to the approved beneficiaries.

#### **C3.3.5 Plant and Materials**

The contractors must provide their own plant and materials. Plant must be in good working condition and available at all times.

The Main Contractors in conjunction with the contractors shall make their own arrangements with the suppliers regarding the delivery and utilising of building or other materials to the construction site.

The employer will not acceptable any responsibility for any loss or damage whatsoever in respect of plant and building or other materials on the construction site.

#### **C3.3.6 Construction Equipment**

The contractors must provide their own construction equipment. The construction equipment must be in good working condition and available at all times.

The employer will not acceptable any responsibility for any loss or damage whatsoever in respect of Construction Equipment on the construction site. The employer will not accept any responsibility for any injury whatsoever for the use of the construction equipment by contractors, sub-contractors and labourers.

#### **C3.3.7 Existing Services**

The Main Contractors in conjunction with the contractors shall determine the position of all existing services before the commencement of the construction works. Damage to existing services by the contractors or their employees will be for the expense of the Contractor.

The contractors must report any damage to existing services to the relevant Department of the employer. The relevant Department of the employer will repair the damaged services at the expense of the Contractor.

#### **C3.3.8 Subsidy Quantum**

The subsidy quantum approved by the Gauteng Department of Local Government and Housing for a 40 square metre is R57 710.00, plus a provisional geotechnical allowance of 15% (R8 823.75 ) subject to approval) in respect of the foundation. The total subsidy available for the construction of a 40 square metre house is R66 533.75 (excluding VAT, escalation, transfer costs, beneficiary administration

The following is a breakdown of the construction cost and subsidy amount for a 40 square metre house:

Earthworks (provisional)	R 834.31
Concrete, Formwork and Reinforcement	R 4,531.44
Brickwork	R 15 034.01
Roof structure	R 3,945.35
Windows	R 1,466.72
Doors and Frames	R 1,750.16
Finishing and Paintwork	R 2 336.29
Electrical	R 1,162.08
Plumbing and Toilet	R 6,977.10
Material	R 38 037.48
Labour	R 10 277.38
Sub Total	R 48 314.86
P & G	R 5 246.36
Overheads	R 2 212.65
Transfer Costs	R 0.00
Beneficiary Administration	R 0.00
Profit	R 1 936.07
Total	R 57 709.95
Total (rounded off)	R 57 710.00
Plus geotechnical allowance	R 8 823.75
Total	R 66 533.75
Total (rounded off)	R 66 533.00

If the subsidy quantum as approved by the National Department of Human Settlement increases due to legislation or through allocation to Ekurhuleni Metropolitan Municipality, the subsidy breakdown above will also be adjusted accordingly.

#### C3.3.9 Milestone Payment

Payment will only be made by the Municipality/Employer into the specified account of the Main Contractors, to enable the Main Contractors to pay the sub-contractors or builders, on delivery of a claim submitted on the prescribed claim together with the documentation indicate and upon approval by the HOD Human Settlements Department of the said claim as set out below:

Draw 1:	Payable on completion of the foundation, floor slab, certified by a professional engineer, provided that all documentation as specified accompanies the claim form.	35 percent on offered amount
Draw 2:	Wall Plate stage of the approved subsidy and payable on completion and hand over of the housing product, provided that all documentation as specified accompanies the claim form	30 percent on offered amount
Draw 3:	Completion stage of the approved subsidy and payable on completion and hand over of the housing product, provided that all the documentation as specified accompanies the claim form.	30 percent on offered amount
Draw 4:	15% geotechnical on raft foundations of the approved subsidy and payable on completion and hand over of the housing product, provided that all the documentation as specified accompanies the claim form	R8 823.75
Draw 5:	Claim submitted for Happy Letter payment of the approved subsidy and payable on completion and hand over of the housing product, provided that all the documentation as specified accompanies the claim form.	5 percent on offered amount

No other/additional payments will be made than the payments as described above.

Example of claim for progress payment is attached to the bid document as Annexures B refer to C3.8.1.

### C3.3.10 Workmanship and Quality Control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Main Contractors, and the Main Contractors shall, at his own expense, institute a quality control system and provide suitably qualified and experienced engineers and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

As proposed by the Municipality and as approved by the Department of Local Government and Housing (GDLGH) it is agreed that in the interim the quality control will be done by the Directorate: Quality Assurance at the Department of Local Government and Housing (GDLGH). The approval of the completed house by the Directorate: Quality Assurance will be acknowledged as the final approval of the house and that the house can be handed over to the approved beneficiary.

**PLEASE NOTE THE STANDARD SPECIFICATIONS FOR LOW COST HOUSING FOR THE 2012/2013 FINANCIAL YEAR ISSUED BY THE DEPARTMENT OF LOCAL GOVERNMENT AND HOUSING (GDLGH) ATTACHED AS ANNEXURE C ARE VERY IMPORTANT AND MUST BE COMPLIED WITH AT ALL TIMES. IF NOT COMPLIED WITH COMPLETION CERTIFICATES IN RESPECT OF THE HOUSES WILL NOT BE ISSUED AND NO PAYMENTS MADE.**

### C3.3.11 Labour

#### Employment of unskilled and semi-skilled workers in labour-intensive works

##### (i) REQUIREMENTS FOR THE SOURCING AND ENGAGEMENT OF LABOUR

Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

##### (ii) SPECIFIC PROVISIONS PERTAINING TO SANS 1914-5

###### (1) Definition

**Targeted labour:** Unemployed persons who are employed as local labour on the project.

###### (2) Contract participation goals

(aa) There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

(bb) The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task-rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

###### (3) Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

###### (4) Variations to SANS 1914-5

(aa) The definition for net amount shall be amended as follows:

Financial value of the contract upon completion, exclusive of any value-added tax or sales tax which the law requires the employer to pay the contractor.

- (bb) The schedule shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.
- (5) The contractor must provide monthly statistics to the EMM indicating the number of new jobs created through this contract. This statistic must be provided with each monthly payment certificate using Councils electronic prescribed format, which will be provided by the Project Manager of this project to the successful bidder.

(iii) TRAINING OF TARGETED LABOUR

- (1) The Main Contractors in conjunction with the contractors shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- (2) The cost of the formal training of targeted labour, will be funded by the provincial office of the Department of Labour. This training will take place as close to the project site as practically possible. The Main Contractors must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer must be furnished with a copy of
- (3) The Main Contractors in conjunction with the contractors shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he/she is employed for 4 months or more.
- (4) The Main Contractors in conjunction with the contractors shall do nothing to dissuade targeted labour from participating in training programmes.
- (5) An allowance equal to 100% of the task rate or daily rate shall be paid by the Contractor to workers who attend formal training.
- (6) Proof of compliance must be provided by the Contractor to the HOD Human Settlements prior to submission of the final payment certificate.

**Employment of local labour**

It is the intention that this Contract should make maximum use of the local un-employed labour force from the different towns in which house construction projects will be executed. All sub-contractors need to be sourced from the same areas. To this end the Main Contractors shall limit the utilisation on the Contract of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract.

The Main Contractors shall fill in the form entitled Key Personnel in the Forms to be completed by the Bidder. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations there from shall be subject to the prior approval of the HOD Human Settlements, which approval shall not be unreasonably withheld.

The Main Contractors in conjunction with the contractors shall apply through the CLO to the employment labour desk, conveyed by the Steering Committee for details of those labourers who are available in the area of work and he shall provide preference to those labourers identified by the Steering Committee.

Formal structured skills training of labour in certain fields have been done. The Main Contractors in conjunction with the contractors shall utilise trained labour in all instances. The employment of labour from outside the local area will only be considered and permitted by the HOD Human Settlements in the event of:

- a) The unavailability of sufficient numbers of local labourers to execute the work;
- b) The unavailability within the local community of the required skills necessary for the execution of specific portion of work, and where the completion period does not permit the creation of the necessary skills through training.

In both cases the Main Contractors shall prove to the satisfaction of the HOD Human Settlements that they have exercised their best endeavours and taken all reasonable actions to recruit local labour.

The Main Contractors shall maintain accurate and comprehensive daily records of all labour engaged on the contract in EPWP format and shall submit same to the project managers in the Human Settlements Department on a monthly basis substantiating the actual numbers of labourers employed (male vs female, youth, disabled, skilled and semi-skilled) the amounts actually paid in respect thereof, and details of the various activities undertaken by the labourers as well the names and identity numbers of the labourers

The employment of casual labour will be done in co-operation with the CLO, Steering Committee and local structures. The Main Contractors shall ensure that all remuneration paid to employees is in line with the relevant sectorial determination in terms of the Basic Conditions of Employment Act, No 75 of 1997, as determined by the Department of Labour.

The Main Contractors shall ensure that the contractors comply with the relevant laws governing the employment, accommodation and transport of labour. All matters affecting the contractor's labour force shall be the sole responsibility of the Main Contractors and contractors

### C3.3.12 Foundations

The foundation designs shall at all times comply with the NHBRC Home Building Manual Parts 1, 2 & 3 of 1999 edition and comply with the requirements of the Employer and SABS 0400, as well as the dolomite reports. It will however not be the responsibility of the Main Contractor to conduct detailed foundation designs. The latter will be provided by the client and the Main Contractor will not take any professional liability on the correctness of the designs.

The specifications for the raft foundations are stipulated on drawing 15-F-003 and 15-F-006 attached as Annexure D

#### C3.3.12.1 Competent Person

The client will appoint a competent person who will be responsible for the correct foundation design and issuing of the engineering certificate.



### C3.3.13 Floor

The specifications for the floors are stipulated on drawings 15-S-004 and 15-S-005

### C3.3.14 Top Structure

The specifications for the top structures are stipulated in drawings 15-S-004 and 15-S-005

#### C3.3.14.1 Walls

The specifications for the top structures are stipulated in drawings 15-S-004 and 15-S-005

#### C3.3.14.2 Lintels

The specifications for the top structures are stipulated in drawings 15-S-004 and 15-S-005

#### C3.3.14.3 Doors, Door Frames and Locks

The specifications for the top structures are stipulated in drawings 15-S-004 and 15-S-005

#### C3.3.14.4 Window Frames

The specifications for the top structures are stipulated in drawings 15-S-004 and 15-S-005

#### C3.3.14.5 Window Sills

The specifications for the top structures are stipulated in drawings 15-S-004 and 15-S-005

#### C3.3.14.6 Plastering

The specifications for the top structures are stipulated in drawings 15-S-004 and 15-S-005

#### C3.3.14.7 Painting

The specifications for the top structures are stipulated in drawings 15-S-004 and 15-S-005

#### C3.3.14.8 Glazing

The specifications for the top structures are stipulated in drawings 15-S-004 and 15-S-005

#### C3.3.14.9 Roof Structure

The specifications for the top structures are stipulated in drawings 15-S-004 and 15-S-005

#### C3.3.14.10 Roof Covering

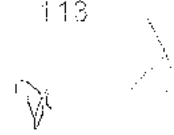
The specifications for the top structures are stipulated in drawings 15-S-004 and 15-S-005

#### C3.3.14.11 Plumbing and Drainage

The specifications for the top structures are stipulated in drawings 15-S-004 and 15-S-005

#### C3.3.14.12 Kitchen Unit

The specifications for the top structures are stipulated in drawings 15-S-004 and 15-S-005



### C3.3.14.13 Completion of House

The Main Contractors shall submit a construction programme within 7 (seven) working days after site occupation. The HOD Human Settlement Development shall, if satisfied with the construction programme approve the construction programme and the dates and quantities mentioned in the construction programme shall be adhered to. The construction programme shall not exceed 30 June 2016

Should the Main Contractors not adhere to the approved construction plan, the contractor shall submit reasons/proof to the HOD Human Settlements why the contractors have deviate from the approved construction programme. The HOD Human Settlements will consider the reasons/proof and inform the Main contractor of the decision.

Plans are attached to the bid document as Annexures E, & F refer to C3.8.1:

## C3.4 MANAGEMENT OF THE WORKS

### C3.4.1 NHBRC

#### C3.4.1.1 Legal requirements

The Main Contractors shall be a Registered Home Builder with the NHBRC or alternatively he has to employ sub-contractors that are Registered Home Builders with the NHBRC. The Main Contractor will be responsible for compliance with the Housing Consumers Protection Measures Act, 1998 (Act No. 95 of 1998) and with the following regulations issued in terms of this Act:

- (i) *Government Notice No R1405 : General Regulations Regarding Housing Consumer Protection Measures.*
- (ii) *Government Notice No R1407 : Rules regarding NHBRC fees.*
- (iii) *Government Notice No R1408 : National Home Builders Registration Council Rules.*

#### C3.4.1.2 Enrolment

The Main Contractors will be responsible for the Enrolment of with the NHBRC and will be responsible for the payment of the Enrolment Fees in accordance with the regulations.

### C3.4.2 Steering Committee

A Steering Committee will be elected from members of the beneficiary community. The Councillor of the ward in which the project is situated will chair the Steering Committee meetings. The meetings will be held monthly or when necessary.

A representative of the Main Contractors and contractors shall attend the Steering Committee meetings and submit a progress report.

Other members of the Steering Committee will be the ward councillors in which wards the project is situated, an official from the Gauteng Department of Local Government and Housing, the Project Manager of the employer and an official from the Human Settlements Department in which ward the project is situated and the CLO

The Project Manager of the Human Settlements Department in conjunction with the ward councillors will attend to the establishment of the Steering Committee.

The project manager of the Human Settlements Department will determine the dates of the Steering Committee meetings in conjunction with the other members of the Steering Committee.

Minutes of the Steering Committee meetings will be prepared by the Main Contractors.

No remuneration is payable to members of the Steering Committee

#### **C3.4.3 Community Liaison Officer (CLO)**

The Main Contractors in conjunction with the contractors shall appoint the CLO from the different townships in which the projects are situated. Information and guidelines in respect of the appointment of the CLO will be furnished to the contractor by the Project manager of the Human Settlements Department.

The CLO shall be the link between the Main Contractors, contractors, the councillors and the beneficiary community. The CLO will also attend to the labour desk. The contractors will source labour from the labour desk through the CLO.

The CLO will also assist the Main Contractors and contractors with matters pertaining to labour problems on site and matters with the sub-contractors

The contractors shall furnish the CLO with a cell phone on a pre-paid (R 150-00 per month) contract at the contractors cost

The contractors shall be responsible for the remuneration of the CLO. The remuneration will be the same as the remuneration of other CLO's in other housing projects within the jurisdiction of the employer which is determined at R 3500-00 per month. This amount may change in future.

#### **C3.4.4 HAPPY LETTERS**

Funds have been provided in the subsidy quantum to enable the Contractor to obtain signed happy letters and consumer agreements. The happy letters and consumer agreements shall be signed off by the approved beneficiary of each top structure that is completed and handed over to each approved beneficiary.

*DA*

### C3.4.5 EXTENSION OF TIME

Extension of time will only be considered upon submission of a written claim by the Main Contractor, which shall be based on actual working days lost

### C3.4.6 Erf Pegs

The Main Contractors and contractors shall ensure that all the erf pegs are in place before the construction of the houses commence. The Main Contractors shall report missing erf pegs to the Project Manager at the Human Settlements Department/

## C3.5 HEALTH AND SAFETY

### C3.5.1 Health and Safety requirements and procedures

#### Construction Regulations, 2003

The Main Contractors and contractors shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003. (A copy of the Construction Regulations is included as an Annexure in this Volume). Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Scope of Works and Drawings, as well as in the Employers' health and safety specifications (regulation 4(1)) of the Construction Regulations 2003, which are bound in the Contract document/will be issued separately by the Employer.

The Main Contractors and contractors shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer. The contractors shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

The Main Contractors shall take note of Form 2.3.1, C1.4 and the Occupational Health and Safety information for bids, which are part of the bid document

The Safety File Evaluation Sheet is attached to the bid document as Annexures G refer to C3.8.1:

### C3.5.2 Measures against diseases and epidemics

All measures to be taken to prevent the spread of diseases and epidemics, shall be in accordance with the relevant legislation

### C3.5.3 Aids Awareness

The Main contractors and contractors shall be required to comply with the Generic specifications issued for public comment, 2003.

The specification is obtainable from:

The Construction Industry Development Board  
P O Box 2107 Brooklyn Square, 0075. South Africa  
Tel 012 481 9030, Fax 012 343 7153  
Web: [www.cidb.org.za](http://www.cidb.org.za), E mail: [cidb@cidb.org.za](mailto:cidb@cidb.org.za)

#### C3.5.4

#### Protection of Public

All measures shall be taken by the contractors to protect the public obtaining injuries from the Construction works

#### C3.5.5

#### Barricades

All measures shall be taken by the contractors to barricade open trenches and construction works that could be dangerous

#### C3.6

#### GEOLOGICAL INFORMATION

The information provided shall only serve as a guide and indication to the Main Contractors regarding the subsurface conditions that may be encountered. The provision of the data does not relieve the Main Contractors and contractors of their responsibility to satisfy themselves with the subsurface conditions to be encountered. The geological reports can be obtained from the Project Managers at Human Settlements Department

The Main Contractors shall acquaint themselves with the contents of the dolomite reports.

#### C3.7

#### DRAWINGS

The Main Contractors shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the HOD Human Settlements. The HOD Human Settlements will, on the request of the Main Contractors in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Main Contractors shall ensure that accurate as-built records are kept of all infrastructure connections between the toilets and the infrastructure in the streets or mid blocks installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Main Contractor. This information shall be supplied to the Engineer's Representative on a regular basis.

All information in possession of the Main Contractors required by the Engineer and/or the Engineer's Representative to complete the as-built/record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.

The Drawings prepared and referred to in the Scope of Works for construction of the houses are listed and bound at the back of this volume. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

C3.8 Annexures

3.8.1 List of Annexures

### C3.8.1 LIST OF ANNEXURES

ANNEXURE	A	JBCC SERIES 2000
ANNEXURE	B	CLAIM FOR PROGRESS PAYMENTS
ANNEXURE	C	DEPARTMENT OF LOCAL GOVERNMENT AND HOUSING STANDARD SPECIFICATIONS FOR LOW COST HOUSING 2011/2012
ANNEXURE	D	PLAN 15-F-003 & 15-F-006 FOR RAFT FOUNDATION
ANNEXURE	E	PLAN 15-S-004 & 15-S-005: ELEVATION OF SINGLE HOUSE & ELEVATION OF COMBINED HOUSES: SPECIFICATION FOR FLOOR.
ANNEXURE	F	PLAN 15-S-004 & 15-S-005: ELEVATION OF SINGLE HOUSE & ELEVATION OF COMBINED HOUSE: SPECIFICATIONS FOR TOP STRUCTURE  WALLS PLAN 15-S-004 & 15-S-005 LINTELS PLAN 15-S-004 & 15-S-005 DOORS DOOR FRAMES & LOCKS PLAN 15-S-004 & 15-S-005 WINDOW FRAMES PLAN 15-S-004 & 15-S-005 GLAZING PLAN 15-S-004 & 15-S-005 WINDOW SILLS PLAN 15-S-004 & 15-S-005 PLASTERING PLAN 15-S-004 & 15-S-005 PAINTING (FINISHES) PLAN 15-S-004 & 15-S-005 ROOF STRUCTURE PLAN 15-S-004 & 15-S-005 ROOF COVERING PLAN 15-S-004 & 15-S-005 PLUMBING & DRAINAGE PLAN 15-S-004 & 15-S-005 KITCHEN UNIT PLAN 15-S-004 & 15-S-005
ANNEXURE	G	PLAN 15-S-001 & 15-S-002: SITE DEVELOPMENT PLAN SINGLE AND SEMI DETACHED HOUSES
ANNEXURE	H	SAFETY FILE EVALUATION SHEET



EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

CONTRACT NO: A-HS 03-2013

THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL 30 JUNE 2016

PART C4 SITE INFORMATION

The current identified construction sites are as follows:

**Region C**

Mayfield Extension 1	1 868 houses(900 houses 2014/2015 and 968 houses 2015/2016)
Etwatwa Ext 35	338 houses(100 houses 2013/2014 and 238 houses 2014/2015)
Chief Albert Luthuli Ext 4	328 houses(326 houses 2015/2016)

**Region D**

Modderfontein 76 portion 7	645 houses(200 houses 2014/2015 and 445 houses 2015/2016)
Payneville Ext 1	1115 houses( 200 houses 2014/2015, 515 houses 2014/2015 and 400 houses 2015/2016)

**Region E**

Kwa Thema Ext 3 & 7a Ekuthuleni	400 houses(100 houses 2013/2014, 150 houses 2014/2015 & 150 houses 2015/2016)
Tsakane Ext 19	659 houses(200 houses 2013/2014, 300 houses 2014/2015 & 150 houses 2015/2016)
Vlakfontein Ext 35 & 36	1810 houses( 200 houses 2013/2014, 710 houses 2014/2015 & 700 houses 2015/2016)
Aira Park	674 houses (150 houses 2013/2014, 320 houses 2014/2015 & 204 houses 2015/2016)

**Region F**

Magaguia Heights	200 houses (100 houses 2013/2014 & 100 houses 2014/2015)
Moleteki Ext 1 & 2	446 houses ( 446 houses 2013/2014)
Villa Liza Ext 3	673 houses ( 300 houses 2013/2014 & 373 houses 2014/2015)
Tinasonke Ext 4	530 houses ( 250 houses 2013/2014 & 280 houses 2014/2015)
Eden Park West & West Ext 1	491 houses (200 houses 2013/2014 & 291 houses 2014/2015)

Note: This is only an interim list of projects and the number of houses or individual projects may be added or deleted in accordance with project approvals by the GD LGH or the National Department of Human Settlements. No guarantee can be given by Ekurhuleni Metropolitan Municipality on the actual number of houses to be constructed under this contract.