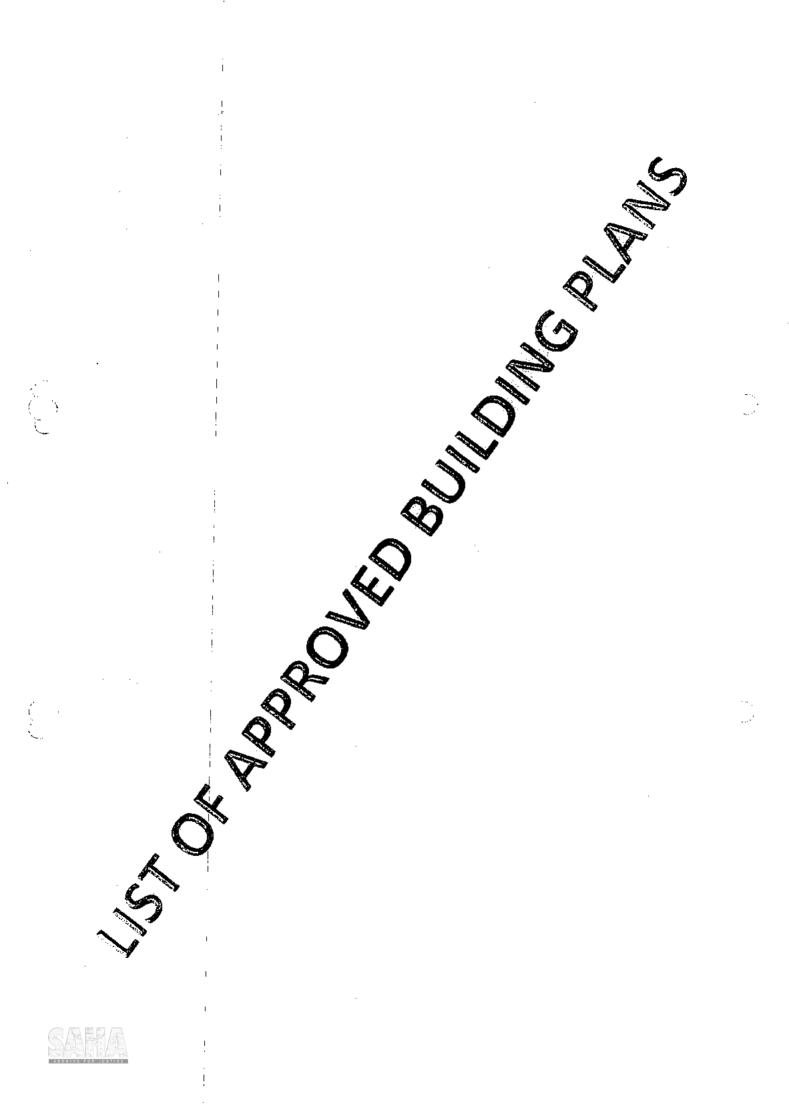
PORTFOLIO OF EVIDENCE 2014/15

EDEN PARK WEST

PORTFOLIO OF EVIDENCE FOR: EDENPARK EXT1 INDEX TO TITLE

- 1. APPROVED BUILDING PLANS
 - 1.1 SPREAD SHEED SUMMARY1.2 LIST OF APPROVED PLANS1.3 COPIES OF INDIVIDUALLY APPROVED PLANS
- 2. NUMBER OF HOUSES CONSTRUCTED
 - 2.1 LIST OF HOUSES
 - **2.2 BENEFICIARY**
- 2.3 COMPLETION CERTIFICATE





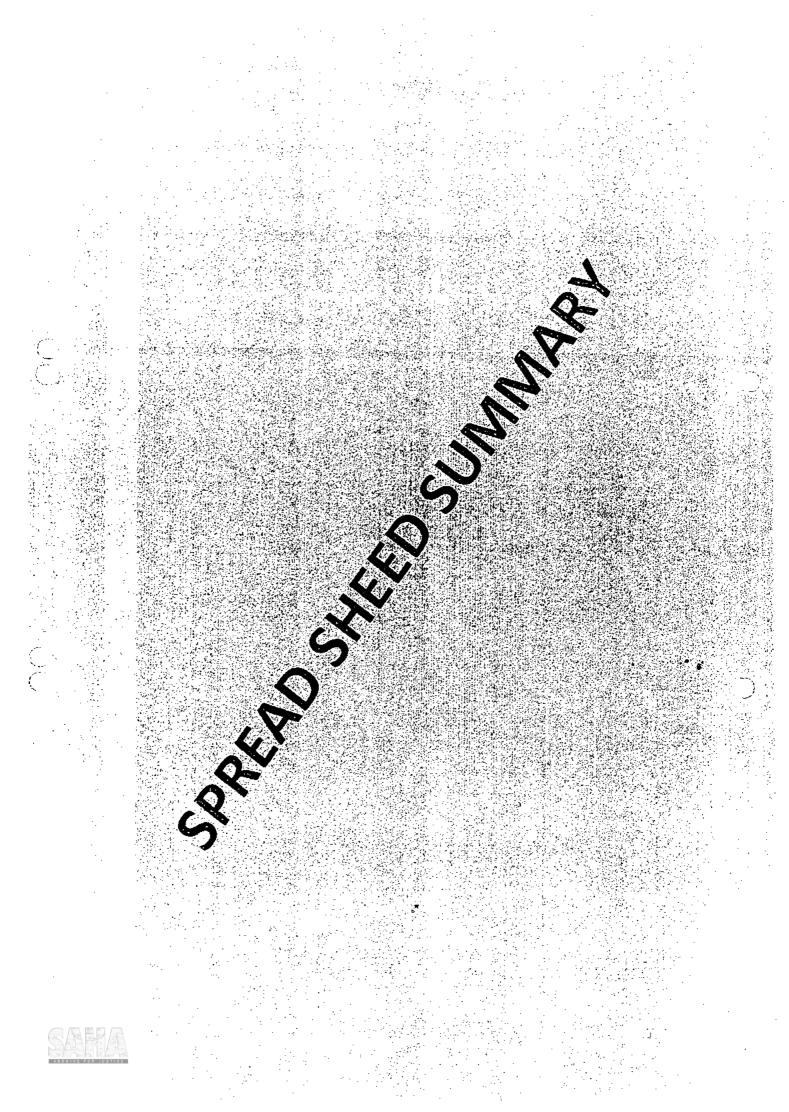


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EDEN PARK WEST & EXT.1

No.	Erf Number		APPROVED ON HSS	Building Plan approved submitted to EMM	10 Na.	Beneficiary Sumame	Beneficiary Name
- 1-7		 		369		†	<u></u>
147	14	P	Approved		7401056512083	FANDRECK	
151	15	139	Approved		8404090830060		RICH
156	156	139	Approved			MANOINA	NAMELA AKHONA
157	157	139	Approved	Sec. Sec.	8007260844086	SINDELA	NOKUZOLA
158	158	139	Approved	1	6803056564082	MOLIEKEZA	MZIKAYISE
161	161	ن من السبية	Approved	later and a second s		RAMADIELA	SEDINA
16Z	162		Approved	<u>1.1.6</u> 35	AL	QOINTE	VUYANI STATES
164	164		a contraction of the second	An indiate safe	7002210798087	SAMELA	NOKHUTHAZILE PATIENCE
168	168		Approved		8405095860089	JE8ESE	MEUMANEKO
169	169	139	Approved		• 5803155932082	GOABE A THE	MGCTNEN
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173		139	M Approved		A CONTRACT OF A	MRAWUST	RECEAN 7
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180	180	51392	Approved r. r	A SAME			VIVANI
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196		4397	Approved	and the second	A CONTRACTOR OF		DAUTHEMBAT
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54	254	739, 1	2 Approved		the second s		VENSAMUEL
55	255)	139.1	Approved	and the first of a state and it is a state			23VHAVHENDANUEL
56	256	139	Approved	1. Sec. 19	A REAL PROPERTY AND A REAL	SUTWANA	ONUSKELED + Hut
59	259	139.5	Approved	and an		BIZA A	MANDA PROCE
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57		139	Approved				ABY, VUNISWA
58		139 A	Approved	4	5911045870069 M	ANENI SA - 21 M	THIS MILATISKS
9			Approved	1	7907265596089	GENGENENE	MSLE
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5		139	Approved			taken a to share a start of the start	
6		139,1	Approved			QUOWANA NK	ILLSTWE
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EDEN PARK X 1

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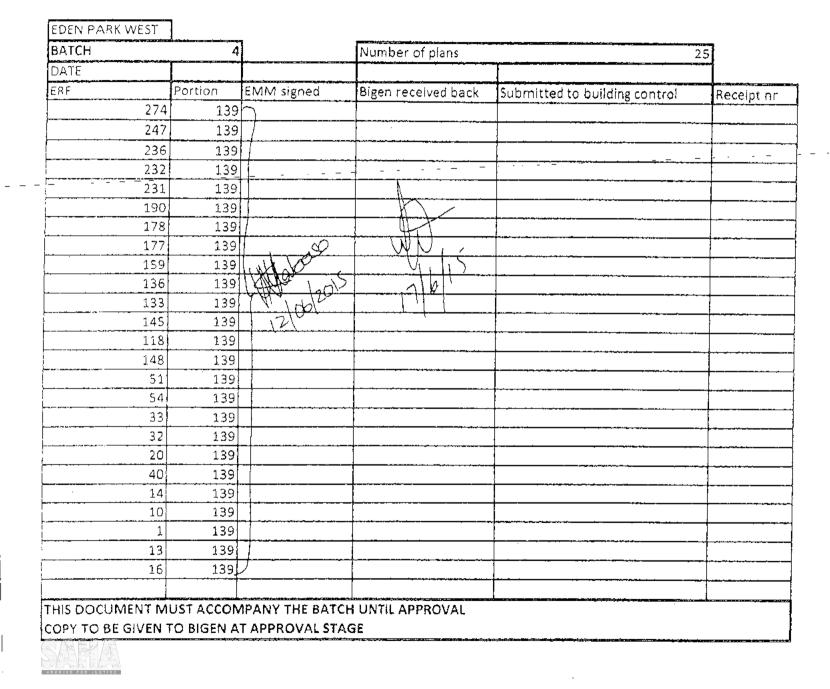
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RF	Portion	EMM signed	Bigen received back	Submitted to building control	Receipt nr
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342	139				
392	139				
260	139				
271	139				
257	139				
272	139				
278	139				



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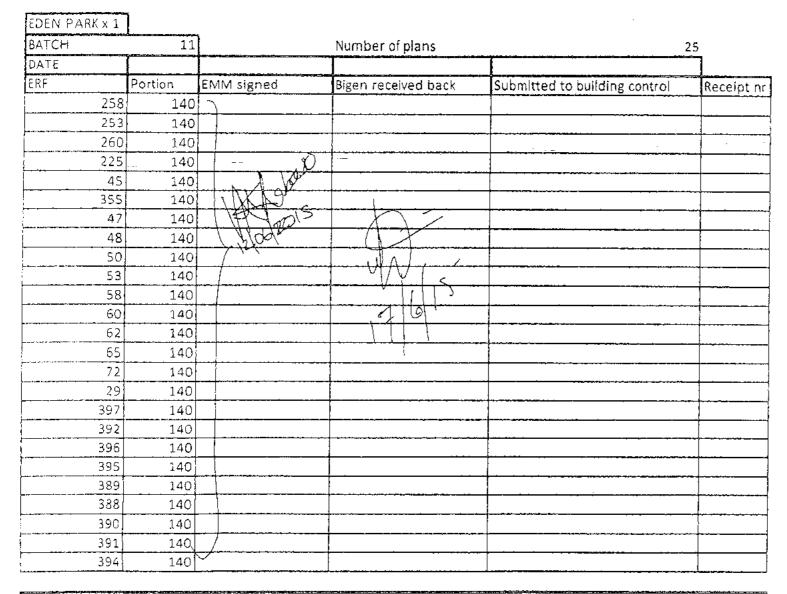
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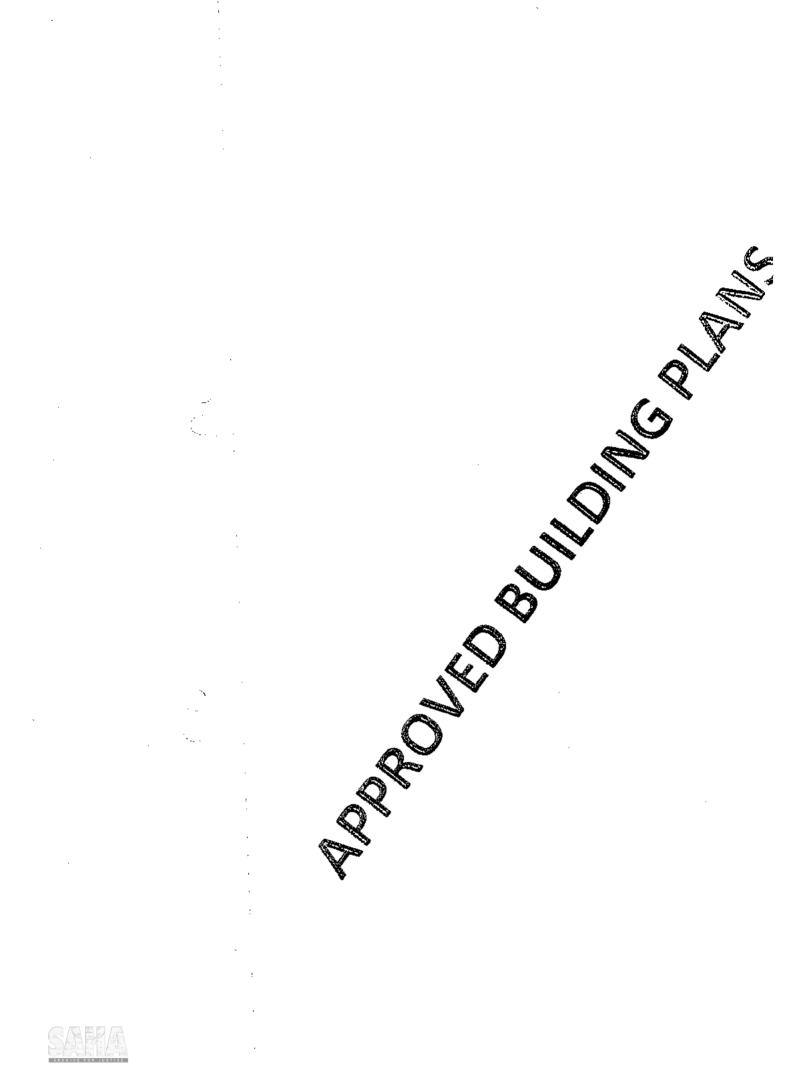


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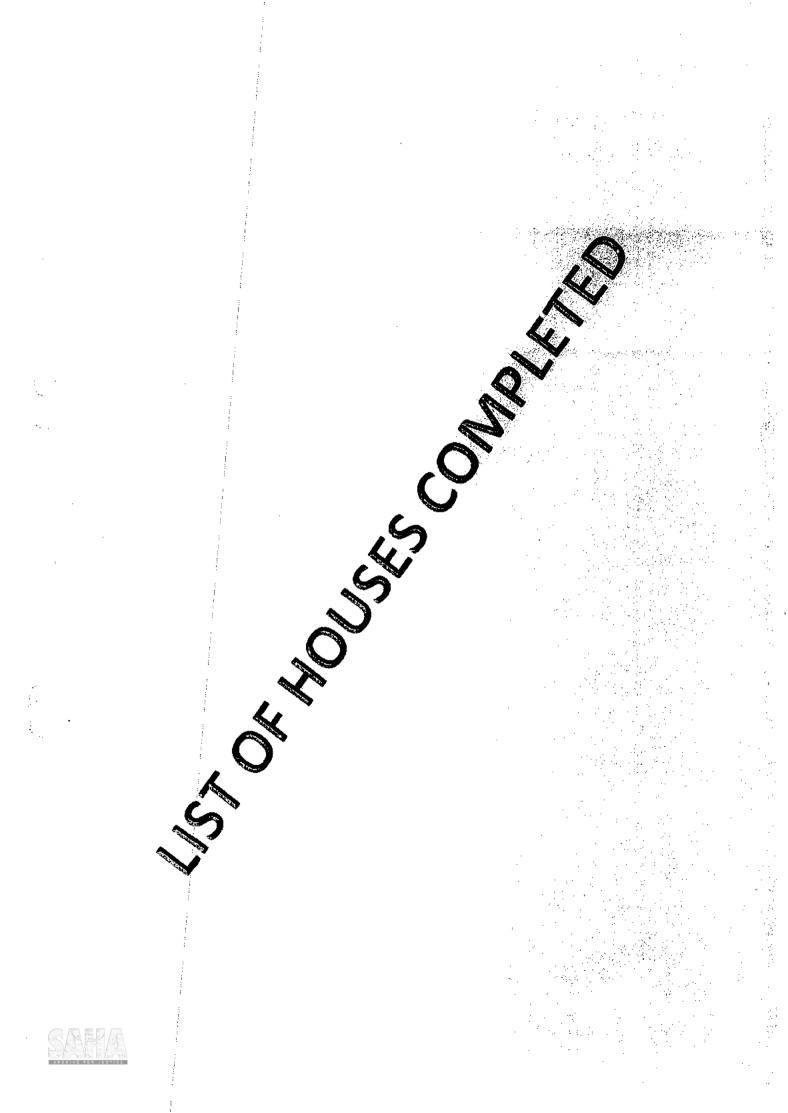
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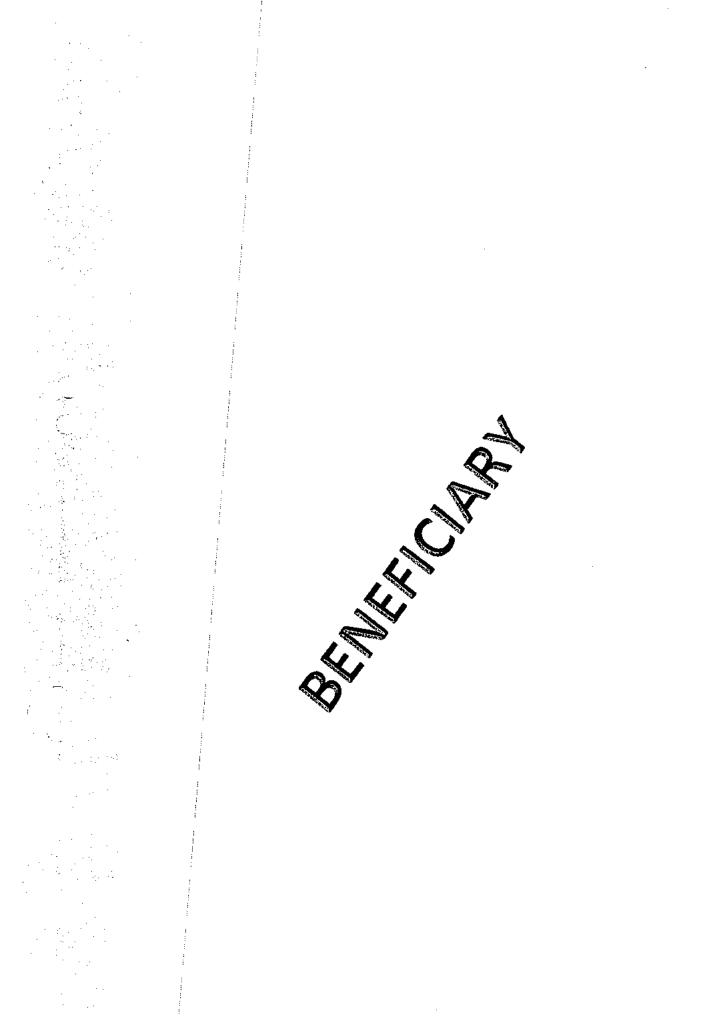
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No.	Erf Number		APPROVED ON HSS	ſĊ No.	Beneficiary Sumanie	Bengficiary Name	House Complete
							49
147	147	139	Approved	7401056512083	FANDRECK	RICH	1
151	151	139	Approved	8404090830080	MANQINA	NAMHLA AKHONA	1
156	156	139	Approved	8007260844086	SINDELA	NOKUZOLA	1
157	157	139	Approved	6803056564082	MDLEKEZA	MZIKAYISE	1
158	158	139	Approved	5904120356088	RAMADIELA	SELINA	1
i61	161	139	Approved	7104055819083	QOTYIWE	VUYANI	1
62	162	139	Approved	7002210798087	SAMELA	NOKHUTHAZILE PATIENCE	1
64	164	139	Approved	8405095860089	JEBESE	MFUMANEKO	1
68	168	139	Approved	5803155932082	GQABE	MGCINENI	1
169	169	139	Approved	7009045956087	NGCUWE	REUBEN	1
72	172	139	Approved	5802155927084	MRAWUSI	JONGISIZWE JOHANNES	1
73	173	139	Approved	8606046398083	XASHUMBE	NCEBA JAYSON	1
174	174	139	Approved	6204080917083	XASHUMBE	OLGA CECWANA	1
179	179	139	Approved	8101076249083	TYESI	VUYAN	1
180	180	139	Approved	5804220885081	RANGANA	NONTHUNZI GRACE	1
195	195	139	Approved	6912126055086	SAMELA	DALITHEMBA	1
196	196	139	Approved	7112035819081	MBAXA	SIKHONATHI	1
200	200	139	Approved	7003076107082	MSOM	JOSEPH	1
201	201	139	Approved	8210091117082	LIZA	NOMAHELO	1
203	203	139	Approved	6811085885089	MZIMASI	MNTUMHLE	1
204	204	139	Approved	8110235976080	MGOQE	MASIXOLE THANDUXOLO	1
230	230	139	Approved	7603020589085	SKEYI	THEMBISA	1
238	238	139	Approved	6208110937084	MBATHANI	LINDIWE THEODORAH	1
239	239	.139	Approved	7708265808080	ZONGWANA	LUYANDA	1
244	244	139	Approved	7502145889083	JODWANA	THAMSANOA ADVOCATE	1
246	246	139	Approved	6309016431089	SAMELA	ZUKRE	1
248	248	139	Approved	6610156120089	MAGALELA	MASIXOLE 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	ALUVHAVHI EMMANUEL	1
255	255	139	Approved	8104200622084	MSUTWANA	NONTSIKELELO	1
256	256	139	Approved	6806201123084	LABIZA	AMANDA PINKE	1
259	259	139	Approved	8011231014084	SAKWE	NOZIBELE	1
280		139	Approved	5412165923089	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 WYISWA	1
357	357	139	Approved	5911045870089	MANENTSA	JULIUS MTATISI	1
358	358	139	Approved	7907265596089	MAGENGENENE	VUMISILE	1
359	359		Approved	6301190810081	VAYO	NOSAKHELE	1
361		139	Approved	7406031267083	LIMBA	PHILISIWE	1
365	365	139	Approved	6703250908087	MQUQWANA	NOTSUKUMETSE MARIA	1
366	366	139	Approved	7604100844085	MDODANA	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 PAULOS	1
				8412040457086	MOKOENA	OCTAMA	









No.	Erf Number		Date	APPROVED ON HSS	ID No.	Beneficiary Sumame	Benéficiary Name
1		139	2013/11/28	Approved	5101040992083	MALEBU	MALERATO AUGUSTINA
2		+	2014/05/15	Approved	8005205787089	SERAGE	FANNY ROOI
3		139	2014/05/30	Approved	8001106151087	HLOBO	MSOBOMVU
4		139	2013/05/12	Approved	7602240390084	MOLEFE	DIKELEDI SELINA
5		139	2013/03/01	Approved	7202110727083	PAN	ZUKISWA
6			2013/05/12	Approved	7706275517089	MPANDE	LINDA
7			2013/03/12	Approved	5306130255082	GAMALI7SHOYO	NOMVUME CORNELIA
8			2014/02/28	Approved	7203031663084	MOKOENA	MMATSELA HILDA
9		4	2013/11/28	Approved	7208125381089	KOROPE	SIMON
10	10		2014/06/26	Approved	8105235787081	LEOATLE	THULANI
11	1'	****	2013/11/29	Approved	8511220548083	HLAI.APHI	NONTSIKELELO PRINCESS
12	12	139	4	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	1				
16	16		2014/06/26	Approved	6706215691086	NKANI	PHUMELELE
17	17	+	2014/01/17	Approved	8602025876082	SEROBA	MASALA PERCY
18			2014/01/17	Approved	7906101607084	MAFITO	MAKHOLOTSO JULIA
19	19		2013/11/29	Approved	7604195889086	SHUSHU	SIBONGILE
20	20	+	2014/10/28	Approved	7610315384080	SILENGILE	JONGISILE
21	21	139	2014/05/30	Approved	8109255441082	MOSAE	PATRICK
22 23	22	+	2013/12/23 2013/03/12	Approved	6712220766087	NTSABO MRLALUKA	NOBANDLAI
23 24	23		2013/11/29	Approved Approved	8309035711081 7311195515089	MASHIKA	MATLOU JAMES
25	2	-	2014/10/28	Approved	8609051500080	GAFANE	ALINA
26		-	2013/03/12	Approved	7707150917069	SIPHONDO	ZANDILE
27	27	139					
28	28	+	2013/11/29	Approved	7506066327080	TUMANE	SYDWELL
29	29		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		2013/02/12	Approved	7909221152080	MAGQIBELO	VUYELWA
37	37		2013/12/23:	Approved	8206160825084	KUKA	KHUTALA
38	38	139	2014/06/19		7205100356086	MAKOLA	SELINA LEKGALWA
2001		120	2011/06/07	1000	7913050943095	MOOLINER!	ICELEI MA
39 40	39	<u>.</u>	2014/05/27	Approved	7812050843086		
40	40	139	2014/05/27 2014/08/20	Approved Approved	7812050843086 7504070632082	MPOLWENI BOQI	CELELWA LYDIA NOMANDITHINI
40 41	40	139 139	2014/08/20	Approved	7504070632082	BOOI	
40	40	139 139 139	2014/08/20 2014/05/30	Approved Approved	7504070632082 8603010850082	BOOI MOLEFE	• · · · · · · · · · · · · · · · · · · ·
40 41 42	40 41 42	139 139 139 139	2014/08/20	Approved	7504070632082	BOOI	LYDIA NOMANDITHINI DIMAKATSO
40 41 42 43	41 41 42 42	139 139 139 139 139	2014/08/20 2014/05/30 2013/03/12	Approved Approved Approved	7504070632082 8603010850082 6503120952087	BODI MOLEFE RAPHOKWANA	LYDIA NOMANDITHINI DIMAKATSO NYANA SELINAH
40 41 42 43 44	41 41 42 42 42 44	139 139 139 139 139 139 139	2014/08/20 2014/05/30 2013/03/12 2013/11/29	Approved Approved Approved Approved	7504070632082 8603010850082 6503120952087 8011116274084	BOOI MOLEFE RAPHOKWANA SIKO	LYDIA NOMANDITHINI DIMAKATSO NYANA SELINAH SANDILE ERIC
40 41 42 43 44 45	41 41 42 42 44 44 44	139 139 139 139 139 139 139 139	2014/08/20 2014/05/30 2013/03/12 2013/11/29 2014/01/25	Approved Approved Approved Approved Approved	7504070632082 8603010850082 6503120952087 8011116274084 8105200794088	BOOI MOLEFE RAPHOKWANA SIKO PLAATJIË	LYDIA NOMANDITHINI DIMAKATSO NYANA SELINAH SANDILE ERIC NOMFUNDO
40 41 42 43 44 45 46 47 48	41 41 42 42 44 45 46 48	139 139 139 139 139 139 139 139 139 139 139 139 139 139 139 139 139 139 139	2014/08/20 2014/05/30 2013/03/12 2013/03/12 2013/01/25 2013/03/12 2013/03/12	Approved Approved Approved Approved Approved Approved	7504070632082 8603010850082 6503120952087 8011116274084 8105200794088 8306180421086 7003125904083	BOOI MOLEFE RAPHOKWANA SIKO PLAATJIE MJULENI OLOBELA	LYDIA NOMANDITHINI DIMAKATSO NYANA SELINAH SANDILE ERIĆ NOMFUNDO NOMFUNDO VUYANI ELIAS
40 41 42 43 44 45 46 47 48 49	41 41 42 44 44 45 46 46 47	139 139 139 139 139 139 139 139 139 139 139 139 139 139 139 139 139 139 139	2014/08/20 2014/05/30 2013/03/12 2013/11/29 2014/01/25 2013 /03/12	Approved Approved Approved Approved Approved Approved	7504070632082 8603010850082 6503120952087 8011116274084 8105200794088 8306180421086	BOOI MOLEFE RAPHOKWANA SIKO PLAATJIË MJULENI	LYDIA NOMANDITHINI DIMAKATSO NYANA SELINAH SANDILE ERIC NOMFUNDO NOMFUNDO
40 41 42 43 44 45 46 47 48	41 41 42 42 44 44 45 48 48 45	139 139 139 139 139 139 139 139 139 139	2014/08/20 2014/05/30 2013/03/12 2013/03/12 2013/01/25 2013/03/12 2013/03/12	Approved Approved Approved Approved Approved Approved Approved Declinod-Procedurally incorrect	7504070632082 8603010850082 6503120952087 8011116274084 8105200794088 8306180421086 7003125904083	BOOI MOLEFE RAPHOKWANA SIKO PLAATJIE MJULENI OLOBELA SIKO	LYDIA NOMANDITHINI DIMAKATSO NYANA SELINAH SANDILE ERIC NOMFUNDO NOMFUNDO VUYANI ELIAS NOKWENZANI LIESBETH
40 41 42 43 44 45 46 47 48 49 50	41 41 42 42 44 44 45 48 48 48 48	139 139	2014/05/20 2014/05/30 2013/03/12 2013/11/29 2014/01/25 2013/03/12 2013/03/12 2013/03/12	Approved Approved Approved Approved Approved Approved Approved Declinod-Procedurally	7504070632082 8603010850082 6503120952087 8011116274084 8105200794088 8306180421096 7003125904083 5301011293098	BOOI MOLEFE RAPHOKWANA SIKO PLAATJIE MJULENI OLOBELA	LYDIA NOMANDITHINI DIMAKATSO NYANA SELINAH SANDILE ERIĆ NOMFUNDO NOMFUNDO VUYANI ELIAS
40 41 42 43 44 45 46 47 48 49 50 51	41 41 42 44 44 45 46 47 48 48 48 45 50	139 139	2014/06/20 2014/05/30 2013/03/12 2013/03/12 2013/03/12 2013/03/12 2013/03/12 2013/03/12 2013/05/12	Approved Approved Approved Approved Approved Approved Approved Declinod-Procedurally incorrect Approved	7504070632082 8603010850082 6503120952087 8011116274084 8105200794088 8306180421096 7003125904083 5301011293088 6404205085184	BOOI MOLEFE RAPHOKWANA SIKO PLAATJIE MJULENI OLOBELA SIKO	LYDIA NOMANDITHINI DIMAKATSO NYANA SELINAH SANDILE ERIC NOMFUNDO NOMFUNDO VUYANI ELIAS NOKWENZANI LIESBETH JOSE MANUEL FERNANDO
40 41 42 43 44 45 46 47 48 49 50 51 52	41 41 42 44 44 45 46 47 48 48 48 50 50 55 52 52	139 139	2014/06/20 2014/05/30 2013/03/12 2013/03/12 2013/03/12 2013/03/12 2013/03/12 2013/03/12 2013/05/12 2013/05/12 2013/05/12	Approved Approved Approved Approved Approved Approved Approved Declinod-Procedurally incorrect Approved Approved Approved	7504070632082 8603010850082 6503120952087 8011116274084 8105200794088 8306180421086 7003125904083 5301011293088 6404205085184 8205055508096	BOOI MOLEFE RAPHOKWANA SIKO PLAATJIE MJULENI OLOBELA SIKO AZEVEDO LESIBANE	LYDIA NOMANDITHINI DIMAKATSO NYANA SELINAH SANDILE ERIC NOMFUNDO NOMFUNDO VUYANI ELIAS NOKWENZANI LIESBETH JOSE MANUEL FERNANDO MATOME BRUCELEE
40 41 42 43 44 45 46 47 48 49 50 51 52 53	41 41 42 44 44 45 46 47 48 48 48 50 50 51 51 51 51 51	139 139	2014/06/20 2014/05/30 2013/03/12 2013/03/12 2013/03/12 2013/03/12 2013/03/12 2013/03/12 2013/05/12 2013/05/12 2013/05/12 2013/12/23	Approved Approved Approved Approved Approved Approved Approved Declinod-Procedurally incorrect Approved Approved Approved Approved Approved	7504070632082 8603010850082 6503120952087 8011116274084 8105200794088 8306180421086 7003125904083 5301011293088 6404205085184 8205055508086 5805101056080	BOOI MOLEFE RAPHOKWANA SIKO PLAATJIE MJULENI OLOBELA SIKO AZEVEDO LESIBANE DUMELA	LYDIA NOMANDITHINI DIMAKATSO NYANA SELINAH SANDILE ERIC NOMFUNDO VUYANI ELIAS NOKWENZANI LIESBETH JOSE MANUEL FERNANDO MATOME BRUCELEE PATRICIA
40 41 42 43 44 45 46 47 48 49 50 51 52 53 54	41 41 42 44 44 45 46 47 48 48 50 50 57 57 57 57	139 139	2014/08/20 2014/05/30 2013/03/12 2013/03/12 2013/03/12 2013/03/12 2013/03/12 2013/03/12 2013/03/12 2013/05/12 2013/05/12 2013/12/23 2014/08/19 2013/12/23	Approved Approved Approved Approved Approved Approved Approved Declinod-Procedurally incorrect Approved Approved Approved Approved Approved	7504070632082 8603010850082 6503120952087 8011116274084 8105200794088 8306180421086 7003125904083 5301011293088 6404205085184 8205055508086 5805101056080 8001018085084	BOOI MOLEFE RAPHOKWANA SIKO PLAATJIE MJULENI OLOBELA SIKO AZEVEDO LESIBANE DUMELA MAPELELE	LYDIA NOMANDITHINI DIMAKATSO NYANA SELINAH SANDILE ERIC NOMFUNDO VUYANI ELIAS NOKWENZANI LIESBETH JOSE MANUEL FERNANDO MATOME BRUCELEE PATRICIA MMOYE ELECTER
40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55	41 41 42 44 44 45 46 47 48 48 50 50 51 52 52 52 52 55 55 55 55	139 139	2014/08/20 2014/05/30 2013/03/12 2013/03/12 2013/03/12 2013/03/12 2013/03/12 2013/03/12 2013/03/12 2013/05/12 2013/05/12 2013/05/12 2013/12/23 2014/09/22 2013/12/18	Approved Approved Approved Approved Approved Approved Approved Declinod-Procedurally incorrect Approved Approved Approved Approved Approved Approved	7504070632082 8603010850082 6503120952087 8011116274084 8105200794088 8306180421086 7003125904083 5301011293088 6404205085184 8205055508086 5805101056080 8001018085084 8705015603083	BOOI MOLEFE RAPHOKWANA SIKO PLAATJIE MJULENI OLOBELA SIKO AZEVEDO LESIBANE DUMELA MAPELELE RAMBOFHENI	LYDIA NOMANDITHINI DIMAKATSO NYANA SELINAH SANDILE ERIC NOMFUNDO VUYANI ELIAS NOKWENZANI LIESBETH JOSE MANUEL FERNANDO MATOME BRUCELEE PATRICIA MMOYE ELECTER LIVHUWANI

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No.	Ert Number			Date	APPROVED ON H35	ID No.	Beneficiary Sumarne	Beneficiary Name
59	59		139					<u>+</u>
60		60	139	2014/01/17	Approved	7711280842084	GOABA	NOZEBELE
61		61	139	2014/01/08	Approved	8411251122082	Маката	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	HOBE	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 71	139	2014/06/19 2013/03/12	Approved	7506261200082		
72		72	139	2013/05/12	Approved Approved	8311135837089 5008170169088	RAMAHLOKI	TLHORISO ISAAC
73	73		139	2014/00/15	Appioveo	5000170105066		
74		74	139	2014/10/28	Approved	8409195528081	MAQHEYANA	ANDILE WELCOME
-+-		† -	139					
75	75				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 79	139	2014/10/2B	Approved	7104115800081	DONDE	KATAZILE THEMBA VICTOR
79	· · · · · · · · · · · · · · · · · · ·	/9	139	2013/03/01	Approved Received and Sent for	7602026436085	MARULE	
80	80		139		initial Approval			
81	81		139					
82		82	139	2013/11/29	Approved	8006276037087	MATETA	ALLIE
83		83	139	2013/12/23	Approved	7605265728088	BALISO	KHULELA
84		84	139	2014/05/15	Approved	5712166069083	ZINANA	MAZWI NICHOLAS
85		85	139	2014/01/17	Approved	8312031113088	MADOLO	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) 001	139	2014/01/17	Approved	8909126263080	MOFOKENG	THABISO JOSEPH
<u>90 </u> 91		90 91	139 139	2013/12/23	Approved	7606035708087	NTOBA	WELILE
92		92	139	2013/05/12	Approved Approved	8509261465084 8708296036080	DOLO	NOTHEMBA 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	t39	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	1	00	139	2014/02/07	Approved	8604146080081	MBOTOLI	SIFISO
101		01	139	2013/11/12	Approved	7106225776085	MBOTOLI	THEMBILE
102	102		139			_		
103	103	_	139		Failed Search			
104	1	04	139	2013/03/12	Approved	7201210850084	LANGA	FANEKA
105	105		139		Declined-Combined satary to high			
106	106	-	139		Invalid (D		<u> · · · · · </u>	
107	107		139					
108	1	08	139	2013/11/28	Approved	7704285555082	FOKWANA	MALIBONGWE KENETH
109	1	09	139	2013/11/29	Approved	9009176554089	JONGINAMBA	ABONGILE ALLEN
110	110	Ţ	139					
111		11	139	2013/11/29	Approved	7809020590086	NDIMA	REJOYCE THOBILE
112	112	[139			· · · ·		
113		13	139	2013/02/12	Approved	7711110839086	SHOLOGU	NOZUKO
114	114		139					
115	115	_	139				↓	
116	116	-+	139					
117	117	-	139	004 (40				
118	119	18	139	2014/10/28	Approved	6907115894081	RAMADIELA	JOHANNES
119			139		1		1	1

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10.	Erf Number			Oate	APPROVED ON HSS	IÐ No.	8eneficiary Sumame	Beneficiary Name
20	120		139			_	ļ	
21	121		139				- -	
22	122	100	139	0044/00440		0000000000000		
23	·····	123	139	2014/06/19	Approved	8303056505084	NDLELA	NCEBA AARON
24		124	139	2014/05/30	Approved	5912060925089	DONI	NOLISINI NOLASE
25	125	·	139		Override Request		· · · · · · · · · · · · · · · · · · ·	
26	120	127	139 139	2014/05/15		0010400000		
128	_ · · · · • ·	127	139	2013/03/01	Approved	6812101123063	APRIL	NOMAROMA JOICE
29	129	120	139	2013/03/01	Approved	7110281061085		
130	130		139				·	
31	100	131	139	2013/11/29	Approved	6411060874081	NYIVANA	NOKUZOLA
<u> </u>				2010/10/23	Received and Sent for	0411000014001		10002004
32	132		139		initial Approval			
33		133	139	2014/02/07	Approved	7512251282080	SPHOKI	BUKELWA GRANNY
34		134	139	2014/06/19	Approved	5805156221084	GXOTELWA	GOMET
35		135	139	2014/06/19	Approved	5208085937088	QUMBELO	COLBERT WELE
36		136	139	2014/10/28	Approved	8401026180085	GUMEDE	YANDISA
37		137	139	2013/03/01	Approved	8705040927085	MASONDO	PREECIOUS MBALL
38		138	139	2014/05/27	Approved	7401080724084	GWELE	NOPINKI
39	139		139					
40	140		139					
141	141		139					
142		142	139	2013/12/23	Approved	8006165645085	DUDUMASHE	ZOLA
43		143	139	2014/05/27	Approved	5401012226085	MTOLO	PRINCESS MATHO
44	144		139					
45		145	139	2014/02/07	Approved	7609195816088	ZONELE	TEMBINKOSI
			139		Declined-Procedurally			
46	146			001011-000	incorrect	710105051000		
47	· · · •	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	ASANOA YANGA
151 152 (152	151	139	2014/06/19	Approved	8404090830080	MANQINA	NAMHLA AKHONA
1021	152		139			••••••••••••••••••••••••••••••••••••••	· ·· - · · 	<u>+</u>
1		ł	139		Declined-Procedurally			
153	153	- 1			incorrect		· · · · · · · · · · · · · · · · · · ·	
154					1			
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155	154 155		139				· · · · · · · · ·	
156		156	139 139	2014/05/27	Approved	8007260844086	SINDELA	NOKUZOLA
156 157		157	139 139 139	2014/05/15	Approved	6803056564082	MOLEKEZA	MZIKAYISE
156 157 158		157 158	139 139 139 139	2014/05/15 2013/03/01	Approved Approved	6803056564082 5904120358088	MOLEKEZA RAMADIELA	MZIKAYISE SELINA
156 157 158 159		157 158 159	139 139 139 139 139 139	2014/05/15 2013/03/01 2014/08/20	Approved Approved Approved	6803056564082 5904120358088 8401196026084	MOLEKEZA RAMADIELA KELA	MZIKAYISE SELINA ANDILE
156 157 158 159 160		157 158 159 160	139 139 139 139 139 139	2014/05/15 2013/03/01 2014/08/20 2013/03/12	Approved Approved Approved Approved	6803056564082 5904120358088 8401196026084 8509206432082	MDLEKEZA RAMADIELA KELA KELA	MZIKAYISE SELINA ANDILE THULANI
56 57 58 59 60 61		157 158 159 160 161	139 139 139 139 139 139 139	2014/05/15 2013/03/01 2014/08/20 2013/03/12 2013/03/12	Approved Approved Approved Approved Approved	6803056564082 5904120358088 8401196026084 8509206432082 7104055819083	MDLEKEZA RAMADIELA KELA KELA QOTYIWE	MZIKAYISE SELINA ANDILE THULANI VUYANI
156 157 158 159 160 161		157 158 159 160	139 139 139 139 139 139	2014/05/15 2013/03/01 2014/08/20 2013/03/12	Approved Approved Approved Approved	6803056564082 5904120358088 8401196026084 8509206432082	MDLEKEZA RAMADIELA KELA KELA	MZIKAYISE SELINA ANDILE THULANI
156 157 158 159 160 161 162	155	157 158 159 160 161	139 139 139 139 139 139 139	2014/05/15 2013/03/01 2014/08/20 2013/03/12 2013/03/12	Approved Approved Approved Approved Approved Approved	6803056564082 5904120358088 8401196026084 8509206432082 7104055819083	MDLEKEZA RAMADIELA KELA KELA QOTYIWE	MZIKAYISE SELINA ANDILE THULANI VUYANI
156 157 158 159 160 161 162 163		157 158 159 160 161 162	139 139 139 139 139 139 139 139 139 139 139 139 139 139 139 139 139 139 139 139	2014/05/15 2013/03/01 2014/08/20 2013/03/12 2013/03/12 2013/03/12 2014/05/27	Approved Approved Approved Approved Approved Approved Failed Search Confirm	6803056564082 5904120358088 8401196026084 8509206432082 7104055819083 7002210798087	MDLEKEZA RAMADIELA KELA KELA QOTYIWE SAMELA	MZIKAYISE SELINA ANDILE THULANI VUYANI NOKHUTHAZILE PATIENCI
156 157 158 159 160 161 162 163 163	155	157 158 159 160 161	139 139 139 139 139 139 139 139 139 139	2014/05/15 2013/03/01 2014/08/20 2013/03/12 2013/03/12	Approved Approved Approved Approved Approved Approved	6803056564082 5904120358088 8401196026084 8509206432082 7104055819083	MDLEKEZA RAMADIELA KELA KELA QOTYIWE	MZIKAYISE SELINA ANDILE THULANI VUYANI
156 157 158 159 160 161 162 163 164 165	155 163 165	157 158 159 160 161 162	139 139	2014/05/15 2013/03/01 2014/08/20 2013/03/12 2013/03/12 2013/03/12 2014/05/27	Approved Approved Approved Approved Approved Approved Failed Search Confirm	6803056564082 5904120358088 8401196026084 8509206432082 7104055819083 7002210798087	MDLEKEZA RAMADIELA KELA KELA QOTYIWE SAMELA	MZIKAYISE SELINA ANDILE THULANI VUYANI NOKHUTHAZILE PATIENCI
156 157 158 159 160 161 162 163 164 165 166	155 163 165 166	157 158 159 160 161 162	139 139	2014/05/15 2013/03/01 2014/08/20 2013/03/12 2013/03/12 2013/03/12 2014/05/27	Approved Approved Approved Approved Approved Approved Failed Search Confirm	6803056564082 5904120358088 8401196026084 8509206432082 7104055819083 7002210798087	MDLEKEZA RAMADIELA KELA KELA QOTYIWE SAMELA	MZIKAYISE SELINA ANDILE THULANI VUYANI NOKHUTHAZILE PATIENCI
156 157 158 159 160 161 162 163 164 165 166	155 163 165	157 158 159 160 161 162 164	139 139	2014/05/15 2013/03/01 2014/08/20 2013/03/12 2013/03/12 2013/05/27 2013/12/23	Approved Approved Approved Approved Approved Failed Search Confirm Approved	6803056564082 5904120358088 8401196026084 8509206432082 7104055819083 7002210798087	MDLEKEZA RAMADIELA KELA KELA QOTYIWE SAMELA	MZIKAYISE SELINA ANDILE THULANI VUYANI NOKHUTHAZILE PATIENCI MFUMANEKO
156 157 158 159 160 161 162 163 164 165 166 167 168	155 163 165 166	157 158 159 160 161 162 164 164	139 139	2014/05/15 2013/03/01 2014/08/20 2013/03/12 2013/03/12 2013/05/27 2013/12/23 2013/12/23	Approved Approved Approved Approved Approved Failed Search Confirm Approved Received and Sent for	6803058564082 5904120358088 8401196026084 8509206432082 7104055819083 7002210798087 8405095860089 5803155932082	MDLEKEZA RAMADIELA KELA KELA QOTYIWE SAMELA JE6ESE	MZIKAYISE SELINA ANDILE THULANI VUYANI NOKHUTHAZILE PATIENCI MFUMANEKO MGCINENI
156 157 158 159 160 161 162 163 164 165 166 167 168 169	155 163 165 166	157 158 159 160 161 162 164 164	139 139	2014/05/15 2013/03/01 2014/08/20 2013/03/12 2013/03/12 2013/05/27 2013/12/23	Approved Approved Approved Approved Approved Failed Search Confirm Approved Received and Sent for initial Approval	6803056564082 5904120358088 8401196026084 8509206432082 7104055819083 7002210798087 8405095860089	MDLEKEZA RAMADIELA KELA KELA QOTYIWE SAMELA JEBESE	MZIKAYISE SELINA ANDILE THULANI VUYANI NOKHUTHAZILE PATIENCI MFUMANEKO
156 157 158 169 160 161 162 163 164 165 166 166 167 168 169	155 163 165 166	157 158 159 160 161 162 164 164	139 139	2014/05/15 2013/03/01 2014/08/20 2013/03/12 2013/03/12 2013/05/27 2013/12/23 2013/12/23	Approved Approved Approved Approved Approved Failed Search Confirm Approved Received and Sent for initial Approvat Approved	6803058564082 5904120358088 8401196026084 8509206432082 7104055819083 7002210798087 8405095860089 5803155932082	MDLEKEZA RAMADIELA KELA KELA QOTYIWE SAMELA JE6ESE	MZIKAYISE SELINA ANDILE THULANI VUYANI NOKHUTHAZILE PATIENCI MFUMANEKO MGCINENI
156 157 158 169 160 161 162 163 164 165 166 167 168 169 170	155 163 165 166	157 158 159 160 161 162 164 164	139 139	2014/05/15 2013/03/01 2014/08/20 2013/03/12 2013/03/12 2013/05/27 2013/12/23 2013/12/23 2013/11/29	Approved Approved Approved Approved Approved Failed Search Confirm Approved Received and Sent for initial Approvat Approved Approved	6803056564082 5904120358088 8401196026084 8509206432082 7104055819083 7002210798087 8405095860089 5803155932082 7009045956087	MDLEKEZA RAMADIELA KELA KELA QOTYIWE SAMELA JEBESE GQABE NGCUWE	MZIKAYISE SELINA ANDILE THULANI VUYANI NOKHUTHAZILE PATIENCI MFUMANEKO MGCINENI REUBEN
156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171	155 163 165 166	157 158 159 160 161 162 164 164 164 164 168 159 170	139 139	2014/05/15 2013/03/01 2014/08/20 2013/03/12 2013/03/12 2013/05/27 2013/12/23 2013/12/23 2013/11/29 2013/11/29 2013/05/12	Approved Approved Approved Approved Approved Failed Search Confirm Approved Received and Sent for initial Approved Approved Approved Approved	6803056564082 5904120358088 8401196026084 8509206432082 7104055819083 7002210798087 8405095860089 5803155932082 7009045955087 8009096345080	MDLEKEZA RAMADIELA KELA KELA QOTYIWE SAMELA JEBESE GQABE NGCUWE QOTYIWE	MZIKAYISE SELINA ANDILE THULANI VUYANI NOKHUTHAZILE PATIENCI MFUMANEKO MGCINENI REUBEN MNIKELO
156 157 158 159 160 161 162 163 163	155 163 165 166	167 158 159 160 161 162 164 164 164 164 168 169 170 171	139 139	2014/05/15 2013/03/01 2014/08/20 2013/03/12 2013/03/12 2013/05/27 2013/12/23 2013/12/23 2013/11/29 2013/05/12 2013/05/12 2014/02/07	Approved Approved Approved Approved Approved Failed Search Confirm Approved Received and Sent for initial Approved Approved Approved Approved Approved	6803056564082 5904120358088 8401196026084 8509206432082 7104055819083 7002210798087 8405095860089 8405095860089 5803155932082 7009045956087 8009096345080 6508010889083	MDLEKEZA RAMADIELA KELA QOTYIWE SAMELA JE6ESE GQABE NGCUWE QOTYIWE MSHOLOQA	MZIKAYISE SELINA ANDILE THULANI VUYANI NOKHUTHAZILE PATIENCI MFUMANEKO MGCINENI REUBEN MNIKELO NTOMBENESI
56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73	155 163 165 166	167 158 159 160 161 162 164 164 164 168 169 170 171 172	139 139	2014/05/15 2013/03/01 2014/06/20 2013/03/12 2013/03/12 2013/03/12 2013/12/23 2013/12/23 2013/11/29 2013/06/12 2013/06/12 2013/03/12	Approved Approved Approved Approved Approved Approved Failed Search Confirm Approved Received and Sent for initial Approved Approved Approved Approved Approved	6803056564082 5904120358088 8401196026084 8509206432082 7104055819083 7002210798087 8405095860089 8405095860089 8405095860089 840509586089 8009096345956087 8009096345080 6508010889083 5802155927084	MDLEKEZA RAMADIELA KELA QOTYIWE SAMELA JEBESE GQABE NGCUWE QOTYIWE MSHOLOQA MRAWUSI	MZIKAYISE SELINA ANDILE THULANI VUYANI NOKHUTHAZILE PATIENCI MFUMANEKO MGCINENI REUBEN MNIKELO NTOMBENESI JONGISIZWE JOHANNES
156 157 158 159 160 161 162 163 164 165 166 167 168 169 1770 1773 1774	155 163 165 166	167 158 159 160 161 162 164 164 164 168 169 170 171 172 173	139 139	2014/05/15 2013/03/01 2014/06/20 2013/03/12 2013/03/12 2013/03/12 2013/12/23 2013/12/23 2013/12/23 2013/11/29 2013/06/12 2013/03/12 2013/03/12	Approved Approved Approved Approved Approved Approved Failed Search Confirm Approved Received and Sent for initial Approved Approved Approved Approved Approved Approved	6803056564082 5904120358088 8401196026084 8509206432082 7104055819083 7002210798087 8405095860089 8405095860089 5803155932082 7009045955087 8009096345080 6508010889083 5802155927084 8606046398083	MDLEKEZA RAMADIELA KELA KELA QOTYIWE SAMELA JEBESE GQABE NGCUWE QOTYIWE MSHOLOQA MRAWUSI XASHUMBE	MZIKAYISE SELINA ANDILE THULANI VUYANI NOKHUTHAZILE PATIENCI MFUMANEKO MGCINENI REUBEN MNIKELO NTOMBENESI JONGISIZWE JOHANNES NCEBA JAYSON
156 157 158 159 160 161 162 163 164 165 166 167 168 169 167 168 169 1770 1773 1774	155 163 165 166 167	167 158 159 160 161 162 164 164 164 168 169 170 171 172 173	139 139	2014/05/15 2013/03/01 2014/06/20 2013/03/12 2013/03/12 2013/03/12 2013/12/23 2013/12/23 2013/12/23 2013/11/29 2013/06/12 2013/03/12 2013/03/12	Approved Approved Approved Approved Approved Approved Failed Search Confirm Approved Received and Sent for initial Approved Approved Approved Approved Approved Approved	6803056564082 5904120358088 8401196026084 8509206432082 7104055819083 7002210798087 8405095860089 8405095860089 5803155932082 7009045955087 8009096345080 6508010889083 5802155927084 8606046398083	MDLEKEZA RAMADIELA KELA KELA QOTYIWE SAMELA JEBESE GQABE NGCUWE QOTYIWE MSHOLOQA MRAWUSI XASHUMBE	MZIKAYISE SELINA ANDILE THULANI VUYANI NOKHUTHAZILE PATIENCI MFUMANEKO MGCINENI REUBEN MNIKELO NTOMBENESI JONGISIZWE JOHANNES NCEBA JAYSON
156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171	155 163 163 165 166 167 175	167 158 159 160 161 162 164 164 164 168 169 170 171 172 173	139 139	2014/05/15 2013/03/01 2014/06/20 2013/03/12 2013/03/12 2013/03/12 2013/12/23 2013/12/23 2013/12/23 2013/11/29 2013/06/12 2013/03/12 2013/03/12	Approved Approved Approved Approved Approved Approved Failed Search Confirm Approved Approved Approved Approved Approved Approved Approved Approved Approved Approved	6803056564082 5904120358088 8401196026084 8509206432082 7104055819083 7002210798087 8405095860089 8405095860089 5803155932082 7009045955087 8009096345080 6508010889083 5802155927084 8606046398083	MDLEKEZA RAMADIELA KELA KELA QOTYIWE SAMELA JEBESE GQABE NGCUWE QOTYIWE MSHOLOQA MRAWUSI XASHUMBE	MZIKAYISE SELINA ANDILE THULANI VUYANI NOKHUTHAZILE PATIENCI MFUMANEKO MGCINENI REUBEN MNIKELO NTOMBENESI JONGISIZWE JOHANNES NCEBA JAYSON

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14/05/15 Approved 14/05/27 Approved 14/01/25 Approved Failed Search 13/05/12 Approved 14/01/17 Approved 14/01/17 Approved 13/11/29 Approved	7407140878083 6912126055086 7112035819081 7003076107082 8210091117082	DYIKI SAMELA	NOMBELISO LYDIA DALITHEMBA
14/05/27 Approved 14/01/25 Approved Failed Search 13/05/12 Approved 14/01/17 Approved 14/01/17 Approved 13/11/29 Approved	6912126055086 7112035819081 7003076107082 8210091117082	SAMELA	DALITHEMBA
14/01/25 Approved Faled Search 13/05/12 Approved 14/01/17 Approved 14/01/17 Approved 13/11/29 Approved	7112035819081 7003076107082 8210091117082		
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13/05/12 Approved 14/01/17 Approved 14/01/17 Approved 14/01/17 Approved 13/11/29 Approved	8210091117082		
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14/01/17 Approved 14/01/17 Approved 13/11/29 Approved	8210091117082		
14/01/17 Approved 13/11/29 Approved		MSOM	JOSEPH
13/11/29 Approved	L 6802130729083	LUZA	NOMAHELO
	· · · · · · ·	VUSANI	GRACE
19/02/011 Accessed	6811065885069	MZIMASI	MNTUMHLE
13/03/01 Approved	8110235976080	MGOOI	MASIXOLE THANOUXOLO
	<u> </u> ,		_ _
Failed Search			
14/05/30 Approved	6011155527089	FILITA	ZAMULUNGISA FRANS
14/05/15 Approved	7207090700083	ZWANA	NONYAMEKO
404000	7500450077000	100011	
13/12/23 Approved	7506156677089	JORDAN	KHUMBULANI NICHOLUS
13/03/12 Approved	8710235976087	JAMA GIGABA	BONGIWE
14/01/17 Approved 13/03/01 Approved	9002081175082	NDLELA	NEEDILE EDWARD
	6011280966087	MSWELANTO	NOMPILISO NOZUKILE
13/03/12 Approved Invalid ID	00112003000037	1030000110	HOWF LIGO HOZDINEL
	6507150352084	NGOMANA	
14/01/17 Approved 14/05/27 Approved	7309075966083	DILA	BHESIMIYA PEARL MPUMELELO
14/06/26 Approved	8010090937088	DUMELA	BONGEKA THEODORAH
Approved	0010050357000		BONGERS THEODOIONT
13/03/01 Approved	8308065835083	MCHOLWA	NELSON
14/06/19 Approved	6204046269082	SIGUCA	MZIWONKE SIMON
13/03/01 Approved	7804150907085	DUMELA	THABISA
13/03/12 Approved	7701225896089	ZiBi	TOBILE
13/11/29 Approved	6612010950083	MAGENUKA	MAUDLINAH NOZINZILE
114/05/19 Approved	6902156118086	MAHUMANA	ALI
14/06/20 Approved	5710305262080	NKOSI	MAJOBHA JOHAN
	1		
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13/11/29 Approved	5905101005085	MAGANGXA	NOMPLIMELELO FLORENO
	+ · · ·	4	THEMBISA
	7202221146082	TSHABALALA	THEMBILE JOYCE
			NOPHUMZILE PRINCESS
H W V V V V V V V V V V V V V V V V V V	+		NDODOMZI ERIC
		· · · · · · · · · · · · · · · · · · ·	WISEMAN SIVUYILE
14/05/30 Approved			NTOMBIKHO ESTHER
14/05/30 Approved 14/06/26 Approved		+	ZWELENKOSI
114/05/30 Approved 114/06/26 Approved 113/11/29 Approved) 6204135961086		ZOLISWA
114/05/30 Approved 114/06/26 Approved 013/11/29 Approved 114/10/23 Approved	· · · · · · · · · · · · · · · · · · ·		LINDIWE THEODORAH
114/05/30 Approved 114/06/26 Approved 113/11/29 Approved 113/11/29 Approved 114/10/23 Approved 114/06/19 Approved	7412190858084	IMBALMAN	LUYANDA
20	2013/11/29 Approved 2014/08/20 Approved 2013/03/12 Approved 2013/03/12 Approved 2014/05/30 Approved 2014/06/26 Approved 2014/06/26 Approved	2013/11/29 Approved 7603020589085 2014/08/20 Approved 7202221146032 2013/03/12 Approved 6911281004087 2014/05/30 Approved 6911281004087 2014/05/30 Approved 7608195509081 2014/05/26 Approved 7501095864088 2013/11/29 Approved 8104220741088 2014/10/23 Approved 6204135961086 2014/05/19 Approved 7412190858064	2013/11/29 Approved 7603020589085 SKEYI 2014/08/20 Approved 7202221146082 TSHABALALA 2013/03/12 Approved 6911281004087 MAPHIKANA 2014/05/30 Approved 6911281004087 MAPHIKANA 2014/05/30 Approved 7608195509081 MBINGELENI 2014/05/26 Approved 7501095864088 DLAVANA 2013/11/29 Approved 8104220741088 GOGWANA 2014/10/23 Approved 6204135961086 NKANTI

Weers(ThaboKos)ApoD2ra)Local(Microsoft(Windows)Temporary Internet Files)Content Outlook)IG(1991A) der Park BeneficiarA Data base and propress report (3)



Na.	Erf Number		Date	APPROVED ON HSS	IO No	Beneficiary Sumame	Beneficiary Name
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240	240	139				[[]	
241	241	139	2013/11/29	Approved	8309126178083	MAOHALOTI	MASIMPHIWE
242	242	139	2013/03/01	Approved	9207056053087	MOFOKENG	LUCKY
243	243	139 139	2013/12/23		750044500000		TUNNEL
244		139	2013/12/23	Approved	7502145889083	JODWANA	THAMSANQA ADVOCATE
245	245		2010114 00		02000000000000	CAUCIA	21.18/01 5
246	246	139 139	2013/11/29 2014/10/28	Approved	8309016431089 7305090650082	SAMELA DYONASE	ZUKILE NOMTHETHO CYNTHIA
247	248	139	2013/11/29	Approved	8610156120089	MAGALELA	MASIXOLE LOVEY
240	249	139	2013/11/29	Approved 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	2014/03/30	Approved	7502027422086	MADUMO	GIVEN SAMUEL
253	253	139		Failed Search Confirm	1002021422000		CATE OF BIOLE
254	254	139	2014/01/25	Approved	6705255732081	MUTHELO	ALUVHAVHI EMMANUEL
255	255	139	2013/11/29	Approved	8104200622084	MSUTWANA	NONTSIKELELO
56	256	139	2013/03/12	Approved	6806201123084	LABIZA	AMANDA PINKIE
257	257	139		Failed Search Confirms			
258	258	139	2014/06/19	Approved	6211141004080	LIBAZI	PHILASANDE
259	259	139	2013/05/12	Approved	8011231014084	SAKWE	NOZIBELE
26.0	200	139		C			
260	260		2012/02/40	Faded Search Confirm	7400000000		ATTORE KI LAVA COACT HA
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-Procedurally incorrect			
264	.264	139					
265	265	139	2013/11/28	Approved	5408305458085	RASESEMOLA	MAILE PHINEAS
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		1	
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		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	ομονύ	NONHLANHLA
282	282	139	2014/06/19	Approved	8003031364082	BASANA	NCUMISWA
283	283	139	2014/06/19	Approved	4807290536089	NJOŻA	WINNIFRED NAKIWE
001	284	139	2014/06/19	Approved	7201160882087	BASE	NOZUKILE
						1	1
285	285	139					
285 286	285 286	139	2014/05/27	Approved	7205021015084		SELINA FIKISWA
285 286 287	285 286 287	139 139	2014/06/19	Approved	7502195762081	YOLELO	MASOMELELE
285 286 287 288	285 286 287 288	139 139 139		Approved Approved			
285 286 287 288 288	285 286 287 288 289	139 139 139 139	2014/06/19 2013/05/12	Approved Approved Failed Search	7502195762081 7212255658084	YOLELO RAMATHOKA	MASOMELELE SEKEPE DANIEL
285 286 287 288 289 289 290	285 286 287 288 289 289 290	139 139 139 139 139	2014/06/19 2013/05/12 2013/03/01	Approved Approved Failed Search Approved	7502195762081 7212255658084 7212265796080	YOLELO RAMATHOKA TITI	MASOMELELE SEKEPE DANIEL
285 286 287 288 289 290 290	285 286 287 288 289 289 290 291	139 139 139 139 139 139	2014/06/19 2013/05/12 2013/03/01 2013/03/01	Approved Approved Failed Search Approved Approved	7502195762081 7212255658084 7212265796080 6012255826082	YOLELO RAMATHOKA TITI KAMTENI	MASOMELELE SEKEPE DANIEL LUNTU HEAVEN DAVID MAKWENKWANA
285 286 287 288 289 290 290 291 292	285 286 287 288 289 290 291 291	139 139 139 139 139 139 139 139	2014/06/19 2013/05/12 2013/03/01 2013/03/01 31/07/2014	Approved Approved Failed Search Approved Approved Approved	7502195762081 7212255658084 7212265796080 6012255826082 8203036013086	YOLELO RAMATHOKA TITI KAMTENI JAČA	MASOMELELE SEKEPE DANIEL LUNTU HEAVEN DAVID MAKWENKWANA TAMSANQA
285 286 287 288 289 290 291 291 292 293	285 286 287 288 289 290 291 291 292 293	139 139 139 139 139 139 139 139	2014/06/19 2013/05/12 2013/03/01 2013/03/01 31/07/2014 2014/06/19	Approved Approved Failed Search Approved Approved Approved Approved	7502196762081 7212255658084 7212265796080 6012255826082 8203036013086 5701195866080	YOLELO RAMATHOKA TITJ KAMTENI JAČA MDLELENI	MASOMELELE SEKEPE DANIEL LUNTU HEAVEN DAVID MAKWENKWANA TAMSANQA LULAMA
285 286 287 288 289 290 291 292 293 293	285 286 287 288 289 290 291 292 293 293 294	139 139 139 139 139 139 139 139 139	2014/06/19 2013/05/12 2013/03/01 2013/03/01 31/07/2014 2014/06/19 2013/03/12	Approved Approved Failed Search Approved Approved Approved Approved Approved	7502195762081 7212255658084 7212265796080 6012255826082 8203036013086 5701195856080 8308115989088	YOLELO RAMATHOKA TITJ KAMTENI JACA MDLELENI MAHLASELA	MASOMELELE SEKEPE DANIEL LUNTU HEAVEN DAVID MAKWENKWANA TAMSANQA LULAMA THABO
284 285 286 287 288 289 290 291 291 292 293 294 295 296	285 286 287 288 289 290 291 291 292 293	139 139 139 139 139 139 139 139	2014/06/19 2013/05/12 2013/03/01 2013/03/01 31/07/2014 2014/06/19	Approved Approved Failed Search Approved Approved Approved Approved Approved Approved	7502196762081 7212255658084 7212265796080 6012255826082 8203036013086 5701195866080	YOLELO RAMATHOKA TITJ KAMTENI JAČA MDLELENI	MASOMELELE SEKEPE DANIEL LUNTU HEAVEN DAVID MAKWENKWANA TAMSANQA LULAMA

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No.	Erf Number		Date	APPROVED ON H\$S	10 No.	Beneficiary Surname	Beneficiary Name
298	298	139	2013/03/01	Approved	9012046392086	MOFOKENG	THABISO DICKSON
299 :	299	139		Failed Search		ļ	·
300	300	139	2014/05/15	Approved	7711235733081	GOWA	MZOXOLO
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 2014/06/19	Approved	7307235868082	MOSHE	LOYISO
304.	304	139 139	2014/06/19	Approved Approved	8205025528081 6608281042089	MTYHIDO MAKHAMBA	NOPETENJE
305	305	139	2014/01/17	Approved	9002045448088	CHEKOANE	NELSON MATOME
307	307	139	2014/02/00	Failed Search		on Endrone	
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			·		<u>}</u>
1	242	139		Declined-Procedurality			
313	313	-	004.000440	Incorrect	2004056234000	0000000	210110
314	314	139 139	2014/05/15 2013/03/12	Approved	7301056274082 7007025835081	GQOBHO VELELO	SIPHO VUSUMZI
315	315	139	2013/03/12	Approved	7111230760082	SIDLADLA	ZUZEKA
317	318	139	2014/01/28	Approved Approved	7701265721080	MTANTATO	MZIWAMADODA
318	318	139	2014/01/11	~ppioved	7101203721000		
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	8005240904085	DLIKIDLA	THUMEKA
323	323	139	2014/05/27	Approved	8412145421086	DLADLA	MBHEKISENI NICHOLUS
324	324	139	2013/02/12	Approved	8501091136084	POLING	MPONTSHENG 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	7804036117081	NGEDLE	HOWARD SIYABONGA
329	329	139	2013/03/01	Approved	7310205832088	MYEKI	FFUNANI ROBERT
331	330	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		2014/01/25	Approved	7308081650087	VABAZA	NOLITHA
338	338	139					
339	339	139	2013/03/01	Approved	6712015954088	KHALAYO	THABILE
340	340	139 139	2013/03/01 2013/11/26	<u>↓</u>	8208145422086	NGQELE	VUYISA PHUME20
341		139	2013/11/20	Approved Invalid ID	1000035129083	PHETSHANE	
343	343	139	2013/02/12	<u></u>	8004065480083	GWEBITYALA	LUVUYO
344	344	139	2014/06/19	· · ·	7205015493081	MOKITLANE	MOSESE TSIETSI
345	345	• •	2014/01/28		5306025755089	NGEDLE	MZIWANDILE
346	346		2014/01/17	· · · ·	8610221010083	DINGANE	THULISWA CYNTHIA
347	347	139					
348	348	139	2013/11/29	Approved	6806061502088	XOTYENI	PAMELA
349	349		2014/01/17	<u>∤ • • [−] • · · · ·</u> · ·	7504175975089	MNYAKA	LULAMA RAYMOND
350	350		2013/12/23		8209096833081	DORANA	DIMPHIWE
351	351	139	2014/05/27	Approved	9102155251080	PHOKOJÓE	THABISO HAPPINESS
352	352	139		Override Request			
353	353	139	2013/03/01	Approved	4601200369061		
354	354	+	2014/05/27 2014/06/26		7003230583087	SIXHATHA MAPELELE	ZUKISWA GLORIA MOJALEFA AUBREY
356	355	1	2013/12/23		6603240560081	SITSHALUZA	BABY VUYISWA
357	357	* ····	2013/03/12		5911045870089	MANENTSA	JULIUS MTATISI
358	358	Ÿ	2013/12/23		7907265596089	MAGENGENENE	VUYISILE
AAR	18 18 18 18 18 18 18 18 18 18 18 18 18 1		- ·	- • • ·	-	-	

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No.	Erf Number			Date	APPROVED ON HSS	ID No.	Benefictary Surname	Beneficiary Name
		1						ł
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	MQUQWANA	NOTSUKUMETSE MARIA
366		366	139	2013/12/23	Approved	7604100844085	MOODANA	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	8001	TEMBA PATRICK
381		381	139	2013/03/12	Approved	7512085934088	SIKHOTHA	THEMBIZIZWE
382	382		139					
383	383	- 1	139					
			139					
384	384				Failed Search Confirm			
385		385	139	2013/12/23	Approved Received and Sent for	7601235757182	ТЕМВЕ	FELIZ LUIZ
386	386		139		initial Approval			
387	387		1.39					
388		388	139	2013/03/01	Approved	7007061063085	MANGALI	MASISI
			139		-			· · ·
389	389				Palled Search Confirm			
390		390	139	2013/12/23	Approved	6410101871080	GAVENI	BOLEKWA SLVIA
391		391	139	2013/11/29	Approved Received and Sent for	5401085736085	мнамы	FUNANI SIMON
392	392		139		initial Approval			
			139		Received and Sent for			
393	393				initial Approval			
394		394	139	2013/03/01	Approved	7812060770089	GQUTYANA	NONTSHUKUMO
395		395	139	2014/05/15	Approved	8308225603082	NYAMANGENI	THANDISIZWE ETHELSTOP
396	396		139					
397		397	139	2014/01/25		7401056468088	MDATYULWA	SEBENZILE
398		398	139	2013/03/12	Approved	5208070310065	THEGANE	LIBUSENG ROSINA
399	399		139					
400	400		139					
401	401		139					
402	402		139				<u> </u>	
403	403		139		Failed Search Confirm		}	
404	404		139				i I	<u>+</u>
405		405	139	2013/03/01	Approved	6312195512085	SHAYI	REISI ADAM
406		406	139	2014/01/25		6702030737089	SESHOKA	MALEHU SOPHIA
	· · · ·		139					
407	407			 	Failed Search Confirm			
408	408		139	L	Override Request			
409	· · · ·	409	139	2013/11/29	Approved	7911225849083	KGATLE	SOLOMON MOSHIRE
410	410		139			L	ļ	<u></u>
411		411	139	2013/03/12	Approved	5310280264084	KGATLE	MELIDA MAPULA
412		412	139	2014/05/15	Approved	8009256318083	зотники	ELIAS LINDILE
413		413	139	2013/03/12	Approved	8312046103082	MAKHOLWA	LIFALETHU KENNETH
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415		415	139	2014/05/13	Approved	8601256065084	RAĢEDI	SEBAKA EDWARD
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418	418	139	2013/03/01	Approved	7203285591080	LEKEKA	FREDDY THABO
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	430	139	2013/03/01	Approved	8808010967089	SITHOLE	SIBONGILE
	431	139	2013/03/12	Approved	6708240229080	NIKELO	GLADYS
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	436	139	2013/03/01	Approved	7812075814088	LUBHEDE	HUMPHREY NOABENHLE
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No.	Ert Number		Date	APPROVED ON HSS	ID No.	Beneficiary Sumame	Beneficiary Name
	9 EXT 1	140	2013/11/29	Approved	9005210881082	MOKOENA	JOYCE LEBOHANG
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	14 EXT 1	140 140	2013/03/12	Approved	7511110625083	LEPHATSOE	LYDIA
	15 EXT 1	140	2014/06/26	Approved	8407140366088	MOSAE	
	16 EXT 1	140	2014/02/21	Approved	4707135532089	MODIBA	MATOME PETRUS
	17 EXT 1	140	2013/11/29	Approved	7012105980088	XAKANE	THOBILE JULIUS
	18 EXT 1	140	2013/11/29	Approved	6801026729082	QOTYIWE	SIPHESONKE MICHAEL
	19 EXT 1	140	2013/03/12	Approved	6410101857088	MAFITO	TELLO EMILY
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	21 EXT 1	140	2013/03/01	Approved	7811225482085	DUBA	THANDISIZWE JUSTICE
	22 EXT 1	140	2013/03/01	Approved	8806240697088	LEAQA	JEANETTE SEIPATI
<u></u>	24 EXT 1	140 140	2014/06/19	Approved	4811110292069	NKOŚI	ALETTA MARTHA
	24 EXT 1	140	2014/00/19	Αμρισγέα	4011110232003		
	26 EXT 1	140	2013/11/29	Approved	6508075225082	SEFALE	LEBUSA
2.4	27 EXT 1	140	2013/12/23	Approved	4404230472086	MOKOENA	ALOISIA MANJAHLENG
	28 EXT 1	140	2014/01/28	Approved	7510090627061	MDEKAZI	NTOMBEKAYA MILLICENT
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44	30 EXT 1	140	2013/11/12	Approved	7001126167080	THANTA	ZWELAKHE
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	32 EXT 1	140	31/07/2014	Approved	7308086339082	MODISE	GAOBAKWE NEMEMIAH
<u></u>	34 EXT 1	140	31/07/2014	Approved	6507015738089	MOLOI	SAMUEL JULY
	35 EXT 1	140	2013/11/28	Approved	7707035572083	MOLOI	MOTSAMAI JOSEPH
		140	2010/11/20	Apploted	7107030072000		
	37 EXT1	140	2014/06/19	Approved	8508065720082	MOKOENA	TEBOHO
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	40 EXT 1	140	2014/06/26	Approved	5204140802086	TEFO	MAMOHOMANE JUSTINA
	en e <u>n</u> 1	140					
	42 EXT 1	140	2014/02/07	Approved	6903156539081	LEAOOA	SELLO LERONTI
	43 EXT 1	140	2014/04/02	Approved	8709051479085	MKHIZE	SIPHOKAZI
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	52 EXT1	140	2013/12/23	Approved	6908150443081	NGQOKOMO	MANDISA CYNTHIA
	54 EXT 1	140 140	2013/03/12	Approved	5308125516080	KOOMA	THOLOONG JOSEPH
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<u> 187</u>	59 ext 1	140	2013/12/23	Approved	7601011905088	SOLANI	ANDIŚWA
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	61 EXT 1	140	2014/01/20	Approved	8806245354081	MOKOENA	MOEKETSI RICHARD
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	64 EXT 1	140	2014/01/28	Approved	7406025326085	MAKHUBU	THEMBA PETROS
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	66 EXT 1	140	2013/03/12	Approved	6312150644087	NKOLA	NTOMBIFIKILE
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	70 EXT 1	140	2013/03/01	Approved	7512126633087	MVAKWENDLU	SITHEMBISO



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235	84 EXT 1	140	2014/06/19	Approved	6205240521087	MASUBUKU	EMMAH MAMPELA
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		140	2014/01/17 2014/02/20	Approved Approved	8901041350084 8004201035080	MADIKWA MARHONGO	NELISWA ANNACLETA
		140	2014/02/07	Approved	7504071118081	MBANE	SELINA DORAH
瀫		140	2013/11/28	Approved	8710256055084	MOTAUNG	MOHAU
		140	2014/06/19	Approved	9012236243081	MOLALOSE	MTHOBISI
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1	218 EXT 1	140	2013/03/01	Approved	7211111087082	MLANGENI	NOMASONTO ESTHER
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	221 EXT 1	140	2013/12/23	Approved	7210126136082	SENGANI	TSHIFHIWA GIFT
	222 EXT 1	140	2013/03/12	Approved	7410110867086	JONI	BELINDA NONKULULEKO
	223 EXT 1	140	2014/06/26	Approved	7303260573085	NGOATO	MOKWELE GOSLINA
	224 EXT 1	140	2013/05/12	Approved	7203165996086	MOKGOKANE	PETER MALESE
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	227 EXT 1	140	2014/06/19	Approved	6210310363089	TSOMOLE	MALIJANE SEPHORA
	228 EXT1	140	2014/01/30	Approved	8511051598082	RAMPAI	MANANA BATHSHEBA
	229 EXT 1	140	2013/05/12	Approved	7403305563081	RAMATHOKA	MATLOKOLO THOMAS
	230 EXT 1 231 EXT1	140 140	2014/06/26 2014/05/15	Approved Approved	8210066082089 7504096062082	MAKHANI QEBEYI	KHATHUTSHELO REGINALO MEUSIZWE
	201 2.411	140	2014/00/10	Approved	100400002002		
	233 EXT 1	140	2014/06/19	Approved	5210195756085	SIBIDLI	MZUVUKILE MECTIVE
	234 EXT1	140	2013/03/12	Approved	5509210446089	GOGWANA	GCOTYELWA MARGARET
	235 EXT 1	140	2013/05/12	Approved	6204145262067	MOLEKEZA	BONAKELE
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1	239 EXT 1	140	2014/06/19	Approved	6702021402081	MAHLADISA	MARTHA SENYELO
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	251 EXT1	140	2013/11/29	Approved	5511290417089	RAMAHLAFI	PULEDI MALEHU
1	252 EXT 1	140	2013/05/12	Approved	8304125633089	MLUNGWANA	SYLVESTER
20	299 	140	. <u></u>				
	254 EXT 1	140	2013/11/28	Approved	6906190307084	NDABENI	BONGIWE NOLHITI
1	255 EXT 1	140	2014/01/25	Approved	8306050778086	MOLOI	LINDIWE MARIA

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	256 EXT 1	140	2013/03/01	Approved	8104035436080	NDOU	NDIAFHI
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	269 EXT1	140	2013/11/29		8604075910084	RAMOLOTSHA	NGOAKO SILAS
	270 EXT1	140	2014/01/16	Approved	7007071179087	MOLOI	DIMAKATSO MERRIAM
	271 EXT1 272 EXT 1	140	2013/12/23	Approved	7404050902086 9006230954081	TSHABALALA TSHABALALA	MARTHA JABULILE PRECIOUS
	272 EXT 1	140	2014/10/28	Approved Approved	5205060363082	DLOVU	AMANDA
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2	280 EXT 1	140	31/07/2014	Approved	5005200295081	MOKOENA	MMAPHAKISO PAULINA
	282 EXT1	140	2013/05/12	Approved	7711251020082	NEGUKHULA	JULIA
1.2	283 EXT1	140	2014/01/17	Approved	8012121787086	VATSHA	NOKONWABA MONICA
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	285 EXT 1	140	2014/06/19	Approved	5204240340086	мокото	JOHANNA SHIKISA
	286 EXT 1	140	2014/10/28	Approved	6512120434087	MBOBLÓ	MAY LINGIWE
	287 EXT1	140	2013/03/12	Approved	7909166037080	MHAULE	LUCKY MPHO
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	293 EXT1	140	2013/03/01	Approved	8101015951088	MOLOI	TSHEPISO PETRUS
	294 EXT1	140	2013/12/23	Approved	7212240739080	RAGANYA	MAAMOSHAKO DORAH
	295 EXT1	140	2013/03/01	Approved	7207295544088	MAJOLA	SAKI ISAAC
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· 40.2.2	297 EXT1	140 140	2014/07/18	Approved	7310090385085	MOFOKENG	EUNICE MOSELA
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- 12 (24) - 12 - 12	<u> </u>	140					
	303 EXT1	140	2013/12/23	Approved	4711205627084	MAKANDA	ZANDISILE WISEMAN
	304 EXT1	140	2013/03/01		7605315412089	LETSOLO	WILLIAM
	305 EXT1	140	2014/01/30		7511155383085	MASEKO	MOSES MAZIZI
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	307 EXT 1	140 140	31/07/2014	Approved	7209060607082	MOTAUNG	MASETABI SYLVIA
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	312 EXT 1	140	2014/06/19		7608235733089	MGITYANA	PAULOS VELANI
	313 EXT1	140	2014/11/02	1	6007210834080	MOLOI	MOTELISO ROSINA
	314 EXT 1	+	2014/06/26	+ •·	8505105792089	CHUENYANE	KABELO MOKGOHLWE
			2014/06/19		9112115792081	CHUENYANE	SETHEME THABO SHADRACK
			2013/11/28		4512220278089	MOTHUP	
	317 EXT1	140	2013/11/28	Approved	6401106229085	GADULE	THEMBENI VUYISILE
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-	318 EXT 1	140	2014/06/19	Approved	8312190903089	TSOTETSI	MAVIS
	319 EXT 1	140	2013/03/01	Approved	7203106198081	ΤΑΚΑΥΙ	BETHUNA
· · · ·	320 EXT1	140	2013/03/12	Approved	7002022803083	THAKHISA	LIAKAE ERNESTINA
		140	2010/00/12	Арронса	1002022000000		
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	331 EXT 1	140	2013/11/29		5609195284081	MPELE	MBUSO ALFRED
	332 EXT1	140	2013/05/12	Approved	6806106793080	NJENJESE	
	333 EXT 1	140	2014/06/19	Approved	8512316013081	MOFOKENG	JULIUS MAFA
	205 CVT4	140	2040-2044		F005006151405		
	335 EXT1	140	2013/05/12	Approved	5005085151185	THOMAS	MOSES
	336 EXT 1	140	2013/03/12	Approved	7003045108088	MUDZUNGA	
	337 EXT 1	140	2014/06/26	Approved	5904025706084	MORAPI	NKHAKHANE WILLIAM
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<u></u>	344 EXT1		2013/03/01	Approved	7307300751080	MAKWE	SONTO MAGDELINE
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	346 EXT 1	140	2014/06/19		7802286431087	MCATSHULWA	GOODMAN MASIXOLE
764	347 EXT 1		2013/02/12	Approved	7302095859081	TSHIWULA	
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	350 EXT 1	140	2014/06/19		8601296036087	BHOKOTOE	TSHEPISO PROMISE
· <u>- 1</u> -2-	351 EXT1	140	2013/11/29	Approved	5411230805081	ABRAHAM	GLADYS KHOLISWA
	. 352 EXT1	140	2014/01/28	Approved	6903031736084	LEPHATSOE	MATSEOA ANNA
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	354 EXT1	140	2014/11/02	Approved	5906265592082	MOLOI	THABO JOSEPH
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	356 EXT1	140	2014/06/19.	Approved	8606106687086	MOKOENA	PAKISO PAUL
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	396 EXT 1	140	2013/03/01	Approved	8806250282086	MADIKANE	MANDISA
1	399 EXT 1	140	2014/09/15	Approved	5006165769086	LEBELO	MADIMETJA HEZEKIEL
	400 EXT 1	140	2014/06/19	Approved	9011126025087	SIBEKO	LINDISIPHO
Ţ,	401 EXT 1	140	2014/07/02	Approved	8312020855087	MANAMELA	MMADIKGOLE LINAH
	402 EXT 1	140	2014/02/07	Approved	7105280377086	MAHLA8A	NTUMELENG SALMINA
	403 EXT 1	140	2014/06/26	Approved	8907165657089	MAHLABA	MOEKETSI AMOS
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	441 EXT 1	140	2014/09/26	Approved	8006305910084	MOKQENA	SAM MORENG
N.	442 EXT 1	140	2014/07/18	Approved	8106036153085	MALULEKE	MUZANANI RONALD
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	448 EXT 1	140	2014/10/28	Approved	8003055562082	MAHLABA	NGAKANA
	449 EXT 1	140	2014/02/07	Approved	8103080924081	POLING	INNOCENTIA LOMILE
	450 EXT 1	140	2014/02/07	Approved	5808020624087	кити	DIKELEDI MARTINA
		140					
	452 EXT 1	140	2014/07/25	Approved	8509216362089	CHABANA	PITSO GODFREY
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	454 EXT 1	140	2014/02/07	Approved	7306106475084	KATILE	SEPHAKELA CONSTONTINUS
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	No.	Erf Number	i Date	APPROVED ON HSS	iĐ No,	Beneficiary Sumame	Beneficiary Name
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No.	Erf Number	Date	APPROVED ON HSS	ID Na.	Beneficiary Sumame	Beneficiary Name
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Complet	tion 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]		

E FOR JUSTICE

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.

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Certified		- Janjana -	_	
Name	RC incipal Agent, Engineer/Represe	Signature u /	Date	30/06/2015
Name	EMM Clerks of Works	Signature	Date	Bultipus
Consen Name	t by Client: M.C.M. EMM-Project Manager	Signature	Date	3/4/15

BIGEN	Metrop		
Complet	tion Certificate		
Employer	:	Ekurhuleni Metropolitan Municipality	
Project	÷	Eden Park	<u>.</u>
Contract	:	A-HS 03/2013	
Contractor		Motheo Construction Group	
Date		30-Jun-15	- ·· · · · · · · · · · · · · · · · · ·
File	:		

House Number

Top Structure Completion Certificate

/139

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.

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Certified	· · · · · · · · · · · · · · · · · · ·			
Name	RC	Signature 4	Date	30/06/2015
Prir	ncipal Agent, Engineer/Repres	entative //		
Name	$ \leq (1/1)$	Signature	Date	Stabler
	EMM Clerks of Works			
Consent	by Client:	hr. (.		
Name		Signature	Date	TRATOCIUS
literite	EMM-Project Manager	Signature you gotte	Jace	our of C2

BIGEN AFRICA	Metrop	DEVELOP TOJOCIS HIGH LEADERS IN THE C OF LINES EAVE		
Complet	ion Certificate		······································	
Employer		Ekurhuleni Metropolitan I	Municipality	
Project	*	Eden Park		
Contract	:	A-HS 03/2013		
Contractor	:	Motheo Construction Gro	up	
Date	: :	30-jun-15		
File	;			
House Number	169/139]		

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Certifie	d by:	<i>i</i>		
Name	RC	Signature w	Date	30/06/2015
Pri	incipal Agent, Engineer/Repre	esentative 70		
Name	EMM Clerks of Works	Signature	Date	30/06/7015
Consent Name	t by Client: M.C.M. EMM-Project Manager	Signature	Date	30/06/15

BIGEN AFRICA	Metrop	DEVELOPM TOJOCES		9	GIBB
Comple	tion Certificate				
Employer	<u> </u>	Ekurhuleni Metropolitan Mu	unicipality		
Project		Eden Park		.	
Contract	;	A-HS 03/2013			
Contractor		Motheo Construction Group)		
Date		30-Jun-15			
File	;				
House Number	168/37]			

Certified by	:	1		
Name	RC	Signature 4/	Date	30/06/2015
• Princip	al Agent, Engineer/Repr	esentatīve 7		
Name	J3 14	Signature	Date	3441205
ε	MM Clerks of Works			└──┹┉╴╬╉╾╶╺╍╴╷┥
Consent by	Client:	(J. b		
Name	M.K.M.	Signature Signature	Date	20/ablis
	EMM-Project Manager			

Aetrop	
ertificate	
. :	Ekurhuleni Metropolitan Municipality
	Eden Park
:	A-HS 03/2013
:	Motheo Construction Group
:	30-Jun-15
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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.

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Certifie	d hu	A.		
Certine	0 by.			
Name	RC :	Signature ////	Date	30/06/2015
Pr	incipal Agent, Engineer/Represe	intative		
i .	·····	<u> </u>		
Name		Signature	Date	$\frac{1}{2}\frac{1}{6}\frac{1}{2}$
	EMM Clerks of Works			
C		1. k		
Consen	t by Client:			
Name	M.C.M.	Signature	Date	30/06/15
	EMM-Project Manager	77		└┈╀╾╊╹┈═┈╷╸

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BIGEN AFRICA	Metrop	
Comple	tion 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]

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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.

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Certifie	d by:	<u>A</u> N		
Name	RC	Signature ///	Date	30/06/2015
Pr	incipal Agent, Engineer/Represe	intative 70		
Name	$\frac{1}{1} \leq \iota $ EMM Clerks of Works	Signature	Date	2/10/205
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Name	t by Client:	Signature A neo	Date	Polochis
	EMM-Project Manager	Signature MALANCE	Date	1 aujuoj 15

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BIGEN AFRICA	Metropro	DEVELO DJOCTS HARRING EN	DEVELOPMENT		
Comple	tion Certificate				
Employer	: Ei	kurhuleni Metropolitan	Municipality	·	
Project	: E(den Park			
Contract	: A	-HS 03/2013			
Contractor	: N	Iotheo Construction Gro	oup		
Date	: 30	0-Jun-15			
File	······································				
House Number	161/139				

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Certified	si by:			
Name	RC .	Signature /	Date	30/06/2015
Pri Name	EMM Clerks of Works	ntative Signature	Date	30 lectres
Consent Name	t by Client: M.L.M. EMM-Project Manager	Signature	Date	30/06/15

BIGEN AFHICA	Metrop		GIBB
Completi	on Certificate		
Employer	:	Ekurhuleni Metropolitan Municipality	 ······
Project	:	Eden Park	
Contract	:	A-HS 03/2013	
Contractor	:	Motheo Construction Group	
Date	:	30-Jun-15	
File	:		

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Certifie				
Name	RC	Signature 🕢	Date	30/06/2015
Pr	incipal Agent, Engineer/Represe	ntative V		·,
Name	EMM Clerks of Works	Signature	Date	2/16/205
Consen Name	t by Client: M.C.M. EMM-Project Manager	Signature	Date	30/06/15

BIGEN AFRICA	Metrop	
Comple	tion 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]

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Top Structure Completion Certificate

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Certifie	d by:	1		
Name	RC	Signature 1	Date	30/06/2015
Pri	incipal Agent, Engineer/Represe	ntative VV		
Name	EMM Clerks of Works	Signature TPL	Date	2/Lehes
Consen Name	t by Client: <u>M·KM.</u> EMM-Project Manager	Signature	Date	30/a/15

BIGEN AFRICA	Metrop	rojects 🎟	DEVELOPMENT			GIBB
Comple	tion Certificate]	
Employer		Ekurhuleni Met	tropolitan Municip	ality		
Project	;	Eden Park				
Contract	;	A-H5 03/2013				
Contractor	······································	Motheo Constr	uction Group			
Date	:	30-Jun-15				
File						
House Number	186/139]				

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Certifie	d by:	 		.
Name	RC	Signature 12	Date	30/06/2015
Pri Name	EMM Clerks of Works	signature	Date	370725
Consent Name	t by Client: M.K.M. EMM-Project Manager	Signature	Date	2/06/1S

BIGEN AFRICA	Metroprojects HELOPMENT ELECTRONICHT BELOPMENT	-
Comple	ion Certificate	
Employer	Ekurhuleni Metropolitan Municipality	
Project	Eden Park	
Contract	: A-HS 03/2013	
Contractor	: Motheo Construction Group	
Date	: 30-Jun-15	
File	;	
House Number	[<i>15</i>] <i>/1</i> 3 7	

House Number

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Top Structure Completion Certificate

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Certified Name Pri	l by: RC ncipal Agent, Engineer/Repres	Signature		Date	30/06/2015
Name	EMM Clerks of Works	Signature		Date	Peterbries
Consent Name	by Client: N.K.M. EMM-Project Manager	Signature	Mabaso	Date	306/15

BIGEN AFRICA	Metroproj	
Comple	tion Certificate	
Employer		urhuleni Metropolitan Municipality
Project	: Ede	en Park
Contract	: A-H	HS 03/2013
Contractor	: Mo	otheo Construction Group
Date	; 30-	-Jun-15
File	<u>.</u>	

House Number

287/139

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Top Structure Completion Certificate

Certified	i by:	15		
Name	RC	Signature 12	Date	30/06/2015
Pri Pri	ncipal Agent, Engineer/Represe	entative V		·
Name	EMM Clerks of Works	Signature	Date	30/16/2015
Consent Name	by Client: <u>MY_M</u> EMM-Project Manager	Signature	Date	Jefee/15



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Completi	ion Certificate	······································	
Employer	: Ekurhul	leni Metropolitan Municipality	
Project	: Eden Pa	ark	
Contract	: A-HS 03	3/2013	
Contractor	: Mothed	o Construction Group	
Date	: 30-Jun-	-15	
File			
House Number	[38//37]		

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Name	RC	Signature	Date	30/06/2015			
Pri	incipal Agent, Engineer/Repres	entative					
Name		Signature	Date	3410 200			
	EMM Clerks of Works			12.1018.0012			
Name	t by Client:	Signature Hallila 25D	Date	Schulis			
	EMM-Project Manager						

BIGEN AFRICA	Metrop		
Comple	tion Certificate		
Employer	<u>.</u>	Ekurhuleni Metropolitan Municipality	· · · · · · · · · · · · · · · · · · ·
Project	. ÷	Eden Park	
Contract	:	A-H5 03/2013	
Contractor	. ;	Motheo Construction Group	
Date		30-Jun-15	· · · · · · · · · · · · · · · · · · ·
File	:	· · · · · · · · · · · · · · · · · · ·	·····
House Number	357/39]	

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Certified b	· · · · · · · · · · · · · · · · · · ·	·····	•	
Name [Princi	RC pal Agent, Engineer/Repres	Signature	Date	30/06/2015
	paringent, engineer/inchie.			
Name [JSM	Signature -	Date	30/46 × 15
	EMM Clerks of Works	· · · · · · · · · · · · · · · · · · ·		
Concore h	Climate			
Consent by	del abores	Signature Magarisco	Date	Bolotis
	EMM-Project Manager	Signature	Dutt	percens.

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Comple	etion 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	7

Certified	d by:			
Name	RC	Signature /	Date	30/06/2015
Pri	incipal Agent, Engineer/Represe	ntative 🥂		
Name	EMM Clerks of Works	Signature	Date	3014/2015
Consent Name	t by Client: <u>M/K/M</u> EMM-Project Manager	Signature	Date	I Efectis

BIGEN AFRICA	Metrop		GIBB
Compte	tion Certificate		
Employer		Ekurhuleni Metropolitan Municipality	
Project	;	Eden Park	
Contract	:	A-HS 03/2013	
Contractor	:	Motheo Construction Group	
Date	:	30-Jun-15	• • • • • • • • • • • • • • • •
File	:		
	: 359//39]	

Certified	L by:			
Name	RC	Signature	Date	30/06/2015
Prir Name	EMM Clerks of Works	Signature	Date	24.215
Consent Name	by Client:	Signature	Date	<u>3c/cc/15</u>



Completion checklist - EDEN PARK

Employer	:	Ekurhuleni Metropolitan Municipality	
Project	;	Eden Park	
Contract	:	PS/HS23-2013	
Contractor		Motheo Construction Group	
Date	:	30/06/2015	
File	:	2201-00-00	

The Contractor has established that these controlled works have been constructed to the required standards and specifications, as set out in the document and drawings.

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Date

House Number

140

<u>Walls</u>

Are	all	internal	walls	must	be	raise	up	underside	of	(001	covering.
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Windows

Are all the window frames plum.
Is the window frame painted with a primer plus two coats gloss enamel
Are all glass thickneses 3mm
Is the bathroom glass translucent

Doors

Does the external door have a 3 lever lock Is the external door painted with a primer, a universal undercoat plus two coats gloss enamel Does the external door comply to specification

Does the internal door have a 2 lever lock

Does the internal door comply to specification

Name

PAINTING

CHARTER CONTROL		
1. All walls are properly prepared before paintin	g or bagwaslang.	
Two coats to be applied to external walk.		
3. Make sure paint is consistently applied to wal	ls.	
4. Clean work area to specified standards relatin	g to painting.	
5. Ensure all frames and floors are cleaned of all	paint.	
6. Are all the internal walls coment bagwashed t	o covecholes.	
7. Gean rubble from plot and remove to central	mea	
Principal Agent, Engineer	A	
RC	$\mathcal{L}_{\mathcal{L}}$	30/06/2015
Name	Signature	Date
······································		
EMM Human Settlements Clerk of works	,	
Seturina	term	7/7/2015

Signature

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BIGEN AFRICA	Metrop		GIBB
Comple	tion Certificate		
Employer		Ekurhuleni Metropolitan Municipality	
Project	:	Eden Park	
Contract		A-HS 03/2013	
Contractor		Motheo Construction Group	
Date		30-Jun-15	
File	;		
House Number	147/139		

FOR JUSTICE

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.

Certifie	d by:	1		
Name	RC	Signature 1	Date	30/06/2015
Pri	incipal Agent, Engineer/Represe	ntative		
Name	EMM Clerks of Works	Signature	Date	30025
Consen Name	t by Client: <u>M.C. M.</u> EMM-Project Manager	Signature	Date	30/04/2015

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BIGEN AFRICA	Metrop		
Comple	tion Certificate		
Employer	,	Ekurhuleni Metropolitan Municipality	,
Project	:	Eden Park	
Contract		A-HS 03/2013	
Contractor	:	Motheo Construction Group	
Date		30-Jun-15	
File	:		
House Number	200/139		

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Certified	hv:			
Name	RC cipal Agent, Engineer/Represed	Signature	Date	30/06/2015
Name	EMM Clerks of Works	Signature	Date	30/40/2015
Consent I Name	ov Client: 	Signature	Date	30/4/15

BIGEN AFRICA	Metrop	DEVELOPMENT SEADERS IN THE DEVELOPMENT OF LITTING ENVIRONMENTS		
Complet	tion Certificate			
Employer		Ekurhuleni Metropolitan Municipalit	ſ	
Project	:	Eden Park		
Contract	:	A-H\$ 03/2013		
Contractor	:	Motheo Construction Group		
Date	:	30-Jun-15		
File	1			
House Number	366/139	**] 		

Certified	i by:			
Name	RC	Signature 6	Date	30/06/2015
Pri Name	ncipal Agent, Engineer/Represe	signature	Date	<u>इत्त्यूण्ड</u>
Consent Name	: by Client: 	Signature	Date	Autoris

BIGEN AFHICA	Metroprojects	DEVELOPMENT LEADERS IN THE DEVELOPMENT OF LIVING ENVIRONMENTS		
Complet	ion Certificate	3		
Employer	: Ekurhuleni	Metropolitan Municipality	· · · · · · · · · · · · · · · · · · ·	
Project	: Eden Park	• • •		
Contract	: A-HS 03/20	13		
Contractor	: Motheo Co	nstruction Group	······································	
Date	: 30-Jun-15			_
File				
House Number	367/39			

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Certified by:	: 	<u> </u>		, <u> </u>
Name	RC	Signature 11 / T	Date	30/06/2015
Princip	al Agent, Engineer/Repres			
Name E	」 C, IV MM Clerks of Works	Signature - HAL	Date	32 66 205
Consent by (Name	Client: <u>M.C.M.</u> EMM-Project Manager	Signature	Date	<u>30/06/15</u>

BIGEN AFRICA	Metropro	DEVELOPMENT DECTS		GIBB
Complet	ion Certificate			
Employer	: E	kurhuleni Metropolitan Municipality	,	
Project	; E	den Park		
Contract	: A	-HS 03/2013		
Contractor	: 1	Totheo Construction Group		
Date	: 3	0-Jun-15		
File	:			
House Number	368/139			

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Certified by:		4-	 	
Name Principal A	RC Agent, Engineer/Repres	Signature 4	Date	30/06/2015
Name EMM	T S M I Clerks of Works	Signature	Date	Beleiters
Consent by Clie Name EM	nt; ///// M-Project Manager	Signature	Date	3406/15

BIGEN AFRICA	Metrop		
Complet	tion Certificate		
Employer	:	Ekurhuleni Metropolitan Municipality	
Project	;	Eden Park	
Contract	1	A-HS 03/2013	
Contractor	:	Motheo Construction Group	
Date		30-Jun-15	

House Number 369/139

File

Top Structure Completion Certificate

Certifie	d by:	Å		
Name	RC	Signature 11	Date	30/06/2015
Pri	incipal Agent, Engineer/Repres	entative		
Name	J-S-IM	Signature	Date	50 00 2015
ľ	EMM Cierks of Works			<u>. 1 - (</u>
Consen	t by Client:	16 53		
Name	M.C.M.	Signature	Date	30/06/15
	EMM-Project Manager			· · · ·

BIGEN AFRICA	Metrop	
Complet	tion Certificate	
Employer	· · · · · · · · · · · · · · · · · · ·	Ekurhuleni Metropolitan Municipality
Project	;	Eden Park
Contract	:	A-HS 03/2013
Contractor	-	Motheo Construction Group
Date	<u> </u>	30-Jun-15
File		

House Number

Top Structure Completion Certificate

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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.

Certifie Name	d by:	Signature	Date	30/06/2015
			Date	50/00/2015
- PF	incipal Agent, Engineer/Repre			
Name	I S M	Signature	Date	Detectory 6
name	EMM Clerks of Works	Signature	Date	20166 2015
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Consen	t by Client:	duid .		
Name		Simon and Labor S()	Data	Interties
ivame	LML M	Signature Affaitte	Date	Jay 12
	EMM-Project Manager	¥) ·		

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BIGEN AFRICA	Metrop	orojects 🕷	DEVELOPMENT LEADERS IN THE DEVELOPMENT OF LIVING ENVIRGENCES		
Comple	tion Certificate		······································		
Employer	:	Ekurhuleni Me	etropolitan Municipalit	v	
Project	;	Eden Park			
Contract	:	A-HS 03/2013			
Contractor	:	Motheo Const	truction Group	• •	
Date	:	30-Jun-15	· ·· ·		
File	:				
House Number	230/139	7			

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Certified by	<i>/</i> :	K		
Name	RC	Signature	Date	30/06/2015
Name	pal Agent, Engineer/Repress	signature	Date	20 kg./7615
Consent by Name	Client: <u>M.L. Madaso</u> EMM-Project Manager	Signature	Date	30/4/15

BIGEN AFRICA	Metrop	rojects DEVELOPMENT
Complet	tion Certificate	
Employer	:	Ekurhulení Metropolitan Municipality
Project		Eden Park
Contract		A-HS 03/2013
Contractor	;	Motheo Construction Group
Date	;	30-Jun-15
File	:	· · · · · · · · · · · · · · · · · · ·
House Number	238/139]

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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.

Certifie	d by:	(\mathcal{C})				
Name.	RC	Signature //	Date	30/06/2015		
Pri	Principal Agent, Engineer/Representative					
Name	TC M	Signature	Date	Peter bus		
Hame	EMM Clerks of Works	Signature Carp	Date	Defecters.		
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Consen	t by Client:	- ull 1				
Name	MKM	Signature Afgle280	Date	390/2005		
	EMM-Project Manager	V7 /				

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BIGEN	Metrop	
Comple	tion Certificate	
Employer	···	Ekurbuleni Metropolitan Municipality
Project	:	Eden Park
Contract	:	A-HS 03/2013
Contractor	<u>.</u>	Motheo Construction Group
Date	:	30-Jun-15
File	:	
House Number	196/139	

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Certified	Certified by:					
Name	RC	Signature 6	Date	30/06/2015		
Principal Agent, Engineer/Representative						
Name	EMM Clerks of Works	Signature BU	Date	<u>Selachois</u>		
Consent Name	t by Client: <u>M.C.M.</u> EMM-Project Manager	Signature	Date	<u>30/04/20</u> 5		

BIGEN AFRICA	Metrop			
Comple	tion Certificate]	
Employer		Ekurhuleni Metropolitan Municipality		
Project	:	Eden Park	•	• •
Contract	;	A-HS 03/2013		
Contractor	:	Motheo Construction Group		
Date	:	30-Jun-15		
File	:			
House Number	195/139]		

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Certifie	ed by:	h				
Name	RC	Signature 4	Date	30/06/2015		
Pr	Principal Agent, Engineer/Representative					
Name	EMM Clerks of Works	Signature	Date	<u>30/06/2015</u>		
Consen Name	t by Client: M.L.M EMM-Project Manager	Signature	Date	30/06/15		

BIGEN AFRICA	Metroprojects 🛎	DEVELOPMENT CENDERS IN THE DEVELOPMENT OF LIGING ENVIRONMENTS		
Comple	tion Certificate	<u> </u>		
Employer	: Ekurhuleni Me	etropolitan Municipali	ty	
Project	: Eden Park			
Contract	: A-HS 03/2013			
Contractor	: Motheo Const	truction Group		
Date	: 30-Jun-15			
File	· · · · · · · · · · · · · · · · · · ·			
House Number	[180/137]			

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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	d bv:			
Name	RC	Signature 14	Date	30/06/2015
Pri Name	ncipal Agent, Engineer/Represe	signature	Date	32/14/2015
Consent Name	t by Client: <u>M.C.M.</u> EMM-Project Manager	Signature Affaboso	Date	30/06/15

BIGEN AFRICA	Metrop	rojects Development of trade environments
Complet	tion Certificate	
Employer		Ekurhuleni Metropolitan Municipality
Project	;	Eden Park
Contract	:	A-HS 03/2013
Contractor	:	Motheo Construction Group
Date	:	30-jun-15
File	2	
House Number	179/139]

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Certifie	d by:	h _		
Name	RC	Signature 1	Date	30/06/2015
Pri	incipal Agent, Engineer/Repres	entative 70		
Name	JSW	Signature	Date	Da Tachard
i tonic	EMM Clerks of Works		Date	1201001213
1	t by Client:	IN Al- I		
Name	M.C.M.	Signature Alacaso	Date	30/06/15
L	EMM-Project Manager	¥ /		. ,

BIGEN AFRICA	Metropr	ojects 📾	DEVELOPMENT LEADERS IN THE DEVELOPMENT OF LIVING ENVIRONMENTS		9	
Complet	ion Certificate					
Employer	 :	Ekurhuleni Me	tropolitan Municip	ality		
Project	÷	Eden Park				
Contract	:	A-HS 03/2013				
Contractor	:	Motheo Const	ruction Group	-		•
Date		30-Jun-15				
File	:					
House Number	174/139					

. . 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.

Certifie	d by:	6		
Name	RC	Signature M	Date	30/06/2015
i Pri	incipal Agent, Engineer/Represe	antative (/ C		
Name	EMM Clerks of Works	Signature	Date	80 06 2045
Consen Name	t by Client: <u> </u>	Signature Maba80	Date	30/06/15

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BIGEN AFRICA	Metroproje		
Complet	tion Certificate		
Employer	: Ekurhı	uleni Metropolitan Municipality	_ • • • • • • • • • • • • • • • • • • •
Project	: Eden P	'ark	
Contract	: A-HS 0	3/2013	
Contractor	: Mothe	o Construction Group	· · · · · · · · · · · · · ·
Date	: 30-Jun	-15	
File			
House Number	203/139		

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Top Structure Completion Certificate

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Certifie	d by:			
Name	RC	Signature 177	Date	30/06/2015
Pri	incipal Agent, Engineer/Represei	ntative 90		
Name	EMM Clerks of Works	Signature	Date	106pais
Consen Name	t by Client: <u>M.C.M</u> EMM-Project Manager	Signature Allabrisc	Date	30/06/15

BIGEN AFRICA	Metroprojects •		
Complet	tion Certificate		
Employer	: Ekurhuleni M	etropolitan Municipality	
Project	: Eden Park		
Contract	: A-HS 03/2013	3	
Contractor	; Motheo Cons	struction Group	
Date	: 3 0-Jun-15		
File			
House Number	6/140		

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Certifie	d by:	<u>A</u>		
Name	RC	Signature MA	Date	30/06/2015
Pri	incipal Agent, Engineer/Repres	entative		
Name	EMM Clerks of Works	Signature	Date	3006 Dex
Consen Name	t by Client: <u>M/L</u> <u>Makap</u> EMM-Project Manager	Signature ff al x250	Date	30/06/15

BIGEN AFRICA	Metroproje		OPHENT CONTRACT	GIBB HALMAN A MINUT
Comple	tion Certificate			
Employer	: Ekur	huleni Metropolitan Mu	nicipality	
Project	: Eder	n Park		
Contract	: A-H:	5 03/2013		
Contractor	: Mot	heo Construction Group		
Date	: 30-J	un-15		
File	-			
House Number	5/146			

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Certified	l bγ:			
Name	RC	Signature	Date	30/06/2015
Prin	ncipal Agent, Engineer/Repres			<u> </u>
Name	J.S.M	Signature AL	Date	20100/201
	EMM Clerks of Works	~ (<u></u>		1742.7-342-342-342-342-342-342-342-342-342-342
Consent	by Client:	1 lat 1		
Name	N.K. Mabaso	Signature Stand SO	Date	schells
	EMM-Project Manager	177-		/

BIGEN AFRICA	Metro	oprojects	DEVELOPMENT LEADERS IN THE DEVELOPMENT OF LIVING FAVROMMENTS		-	IBB
Complet	tion Certificate			, .		
Employer		Ekurhuleni (Metropolitan Municip	ality	-	
Project	:	Eden Park				
Contract		A-HS 03/201	13		· · · ·	
Contractor	:	Motheo Cor	struction Group			
Date	:	30-Jun-15				
File						
House Number	2/14	0	····			

Certified	d by:		<u>.</u>	
Name	RC	Signature	Date	30/06/2015
Pri	ncipal Agent, Engineer/Represe	ntative ///		
Name	EMM Clerks of Works	Signature	Date	30/06/21-
Consent Name	t by Client: 	Signature Maltriso	Date	30/26/15

BIGEN AFRICA	Metroprojec	
Comple	tion Certificate	
Employer	: Ekurhul	ieni Metropolitan Municipality
Project	: Eden Pa	ark
Contract	; A-HS 03	3/2013
Contractor	; Mothec	o Construction Group
Date	: 30-Jun-	15
File	:	
House Number	35/39	

d by:			
RC	Signature	Date	30/06/2015
incipal Agent, Engineer/Represe	entative VC		
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EMM Clerks of Works			
t by Client;	- Aill 1		
MLM.	Signature	Date	3460/15
i	EMM Clerks of Works	RC Signature ncipal Agent, Engineer/Representative Signature Signature EMM Clerks of Works t by Client; MLM Signature	RC Signature Date ncipal Agent, Engineer/Representative Date Signature Date BMM Clerks of Works Date t by Client; Signature MLM Signature

BIGEN AFRICA	Metroprojects Development
Complet	n Certificate
Employer	: Ekurhuleni Metropolitan Municipality
Project	: Eden Park
Contract	: A-H\$ 03/2013
Contractor	: Motheo Construction Group
Date	: 30-jun-15
File	
House Number	361/139

Certifier	d by:	Signature /	Date	30/06/2015
	incipal Agent, Engineer/Repre			
Name	EMM Clerks of Works	Signature	Ðate	30/01/215
Consen Name	t by Client: <u>M.C. M</u> EMM-Project Manager	Signature	Date	tæ/adis

BIGEN AFRICA	Metroproject		+ 👂	
Comple	tion Certificate			
Employer	: Ekurhule	eni Metropolitan Municipality		
Project	: Eden Par	rk		
Contract	: A-HS 03/	/2013		
Contractor	: Motheo	Construction Group		
Date	: 30-Jun-1	15		
File				
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House Number

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Top Structure Completion Certificate

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Certifie	d by:			
Name	RC	Signature	Date	30/06/2015
Pri Name	incipal Agent, Engineer/Repress	Signature	Date	30106136
	EMM Clerks of Works			
Consen Name	t by Client: <u>M.L.J.M.</u> EMM-Project Manager	Signature	Date	30/06/2019

BIGEN AFRICA	Metrop	rojects 📟				
Complet	tion Certificate					
Employer		Ekurhuleni Metr	opolitan Municipa	lity	<u> </u>	
Project		Eden Park				
Contract		A-HS 03/2013				
Contractor	:	Motheo Constru	ction Group			
Date		30-Jun-15				
File	:					
House Number	244139]				

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Certifie	d by:	14		
Name	RC	Signature 117	Date	30/06/2015
Pri Name	EMM Clerks of Works	signature	Date	3 20 × 15
Consen Name	t by Client: M.C.M. EMM-Project Manager] Signature Alabaso	Date	30/06/2015

BIGEN AFRICA	Metroprojects LEADERS INTRE DEVELOPMENT
Complet	ion Certificate
Employer	Ekurhuleni Metropolitan Municipality
Project	: Eden Park
Contract	: A-H\$ 03/2013
Contractor	: Motheo Construction Group
Date	: 30-Jun-15
File	
House Number	244/39

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Name	RC	Signature	Date	30/06/2015
Pri Name	EMM Clerks of Works	Signature	Date	34kipes
Consent Name	t by Client: 	Signature	Date	20/00/201

BIGEN AFRICA	Metrop	projects 📟			
Comple	tion Certificate				
Employer		Ekurhuleni Met	tropolitan Municipality		
Project	· · · · ·	Eden Park			
Contract	:	A-HS 03/2013		· ·	
Contractor	• • • • • • • • • • • • • • • • • • •	Motheo Constr	uction Group		
Date	:	30-Jun-15			
File	:				
File House Number	:				

Certifie	d by:			
Name	RC	Signature 47	Date	30/06/2015
Pri Name	incipal Agent, Engineer/Repres	Signature	Date	[∃c]v€þciS
Consen Name	t by Client: MCM EMM-Project Manager	Signature	Date	13-40-15

BIGEN AFRICA	Metrop		
Complet	ion Certificate		
Employer		Ekurhuleni Metropolitan Municipality	
Project		Eden Park	· · · · · · · · · · · · · · · · · · ·
Contract	:	A-H\$ 03/2013	
Contractor	2	Motheo Construction Group	
Date	:	30-Jun-15	
File			
<u>House Number</u>	249/139]	

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Name [RC	Signature 4	Date	30/06/2015
Name [ipal Agent, Engineer/Represer	Signature	Date	sclapers
Consent b Name [VClient: W.T. /(7 EMM-Project Manager	Signature ## alx250	Date	20E/15

HIGEN AFRICA	Metroproject		
Complet	tion Certificate		
Employer	: Ekurhule	eni Metropolitan Municipality	
Project	: Eden Par	rk	
Contract	: A-HS 03/	/2013	
Contractor	: Motheo	Construction Group	
Date	: 30-Jun-1	15	
File	*		
House Number	[252//37]		

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Certified	by:	14.		
Name	RC	Signature	Date	30/06/2015
Prir Name	EMM Clerks of Works	ntative //	Date	(3/april
Consent Name	by Client: <u>M.K.M.</u> EMM-Project Manager	Signature	Date	30/06/15

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Certified	by:			
Name	RC	Signature	Date	30/06/2015
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Consent Name	by Client: [MKM.] EMM-Project Manager	Signature Halaco	Date	[]]]]]]]]]]]]]]]]]]]]]]]]]]]]]]]]]]]]]

BIGEN AFRICA	Metrop	DEVELOPMENT IFADRES IN THE DEVELOPMENT OF ENVIRONMENTS
Complet	tion Certificate	
Employer	:	Ekurhuleni Metropolitan Municipality
Project	:	Eden Park
Contract		A-HS 03/2013
Contractor	:	Motheo Construction Group
Date	:	30-Jun-15
File	:	
House Number	255/39]

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Certifie	d by:	A -		
Name	RC	Signature	Date	30/06/2015
Pri Name	EMM Clerks of Works	Signature 3	Date	30/4/25
Consent Name	t by Client: <u>M.C. M.</u> EMM-Project Manager	Signature Halaaso	Date	30/06/15



BIGEN AFRICA	Metrop		GIBB
Comple	tion Certificate		
Employer	;	Ekurhuleni Metropolitan Municipality	
Project		Eden Park	
Contract		A-HS 03/2013	
Contractor	:	Motheo Construction Group	
Date		30-Jun-15	
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Certified	lby:			4
Name	RC	Signature 1/2/2	Date	30/06/2015
Prin Name	EMM Clerks of Works	Signature	Date	34/4/2015
Consent Name	by Client: M/Mi. EMM-Project Manager	Signature Harrison	Date	30/06/15

BIGEN AFRICA	Metrop		GIBB CONTRACTOR
Complet	tion 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]	

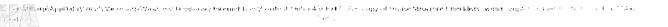
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Name	RC	Signature	Date	30/06/2015
Pri Name	ncipal Agent, Engineer/Repres	Signature	Date	<u> 22 [06]28</u>
Consent Name	ENTERNATION EMMONICATION E EMMONICATION EMMONICATICATICATICATICATICATICATICATICATICAT	Signature	Date	32/02/15

Metrop		GIBB
on Certificate		
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	Eden Park	
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:	Motheo Construction Group	
:	30-Jun-15	
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		In Certificate : Ekurhuleni Metropolitan Municipality : Eden Park : A-HS 03/2013 : Motheo Construction Group

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Certified b	ν y :	Maria		
Name	RC	Signature (1)	Date	30/06/2015
Name	ipal Agent, Engineer/Represer ら らし) EMM Clerks of Works	signature	Date	stubers
Consent b Name	y Client: M.Z.M. EMM-Project Manager	Signature	Date	3/06/15



BIGEN AFRICA	Metrop	
Complet	ion Certificate	
Employer		Ekurhuleni Metropolitan Municipality
Project	:	Eden Park
Contract	:	A-HS 03/2013
Contractor	:	Motheo Construction Group
Date	;	30-Jun-15
File	÷	

House Number

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Top Structure Completion Certificate

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Certified	by:			1
Name	RC	Signature (A.f 1	Date	30/06/2015
Name	EMM Clerks of Works	Signature	Date	3: 1:6505
Consent Name	by Client: N.C.M. EMM-Project Manager	Signature	Date	<u>(30/07/15</u>



BIGEN AFRICA	·Metrof		GIBB
Comple	tion Certificate	· · · · · · · · · · · · · · · · · · ·	
Employer	:	Ekurhuleni Metropolitan Municipality	
Project	:	Eden Park	
Contract		A-HS 03/2013	
Contractor	:	Motheo Construction Group	
Date		30-Jun-15	
File			

201/139

Certifie	d by:			
Name	RC	Signature ///	Date	30/06/2015
Pri	incipal Agent, Engineer/Represer	ntative		
Name	EMM Clerks of Works	Signature C	Date	3-1-6 20)
Consen Name	t by Client: <u>M.K.M.</u> EMM-Project Manager	Signature ffffffffffffffffffffffffffffffffffff	Date	<u>-400/15</u>

TENDER OFFICE

BID ADJUGICATION COMMITTEE 10 JUNE 2013

Our ref. **H8 01-2013** Enquirles: Johann Gertzen Tel. no.: (011) 998-6709

Date: 25 June 2013

JR SEKWELE AND PHINDI'S PROJECT JV 61 PA DU PLESSIS AVENUE NORKEM PARK KEMPTON PARK 1619



Head Office Finance Department

Sanburn Building 88 Woburn Avenue BENONI 1501

Private Bag X 65 BENONI 1500

Tel: (011) 999 6568 Fax: (011) 999 7200 www.ekurhuleni.gov.za

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

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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:

14. That bid no 1, J R Selwele and Phindi's Project JV of 51 P A du Plessis Avenue, Norkem Park, Kempton Park, 1619, Tetephone number 011 042 9620, fax number 066 694 9040, being the only acceptable bid for Contract. HS 01-2013: The construction of 100 subsidised houses in Molelski Extension 1 and 2, Katlehong 2 CCA, at an estimated contract amount of R6 284 809.00 (Excluding VAT, contingencies, transfer costs and beneficiary administration) BE ACCEPTED and APPROVED, subject to the provision that an original NH8RC 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 <u>fourteen (14)</u> <u>days</u> from the date of receipt of this letter:

 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.

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- 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 Insuran 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 Clearence Certificate must BE RE-SUBMITTED to the Finance Department.
- 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 Councils VAT registration number 4280193493 must therefore appear on all invoices issued to Council.

A copy of this latter and the relevant documents must be submitted to the Finance Head Office (Creditors Section), 5th Floor, Sanburn Building, 68 Woburn Avenue, BENONI, 1501, for attention Accountant: Contract Payments,

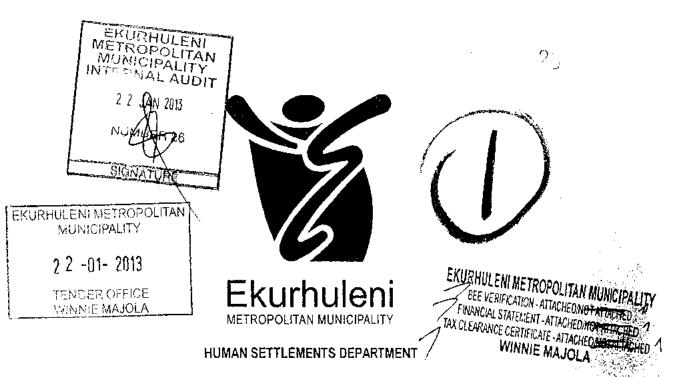
Should you have any further enquiries, please do not besitate to contact Johann Gertzen at Telephone number (011) 999-8709

Execcitive Manager: I.A. RAUTENBACH **Tenders and Procurement** EKURHULENI METROPOLITAN NUNICIPALITY

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



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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	Name of Consulting Engineer, or if	Department:
Bid Office	in-house:	Section:
(Bid Initiation Section)	Dept / Division,	Region:
		Customer Care Centre,
68 Woburn Avenue		
BENON	Human Settlements Department:	Human Settlements Department:
1501	Human Settlement Development	Human Settlement Development
	BenorEKURHULENI	Benoni
Private Bag X 65	METROPOLITAN	
BENONI ·	Mr. JHIGenteenPALITY	Southern Region
1500	Tel! NOF1 - 999 0709 UDIT	Alberton CCA
	Fax: (011) 999A751813	
Tel: (011) 999-6540/6567		Mr. D Morema
Fax: (011) 999-7511	KINABER 26	Tel: (011) 999-6709
······································		Fax: (011) 999-7518
NAME OF BIDDER (BIDDING E	NTITY SIGNATURE	
(FULL NAME, i.e. (CC, (Pty) Ltd		
JV/CONSORTIUM, SOLE PROF		
etc.) : JR SEKWELE 3 PHINDIS PROTECT JV		
TEL NUMBER # 1010 042 9620		
FAX NUMBER	: 086 694 964	
	<u></u>	

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:

 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 <u>www.sars.gov.za</u>.

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.

- 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.
- 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)
- 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 disgualified but no preference points will be awarded.
- 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;



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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 JU

PHYSICAL STREET ADDRESS:	POSTAL ADDRES	SS:			
51 PA DU PLESSIS AVENUE	51 PA NO PLESSIS A	JENJE			
Nolkem PARE	NORKEM PARK				
KEMPTON PARK	KEMPTON PARK	EKURHULENI METROPOLITAN MUNICIPALITY			
16/9	1619	2.201-2013			
TELEPHONE NUMBER (01)042 9620		TENDER OFFICE			
FAX NUMBER : 086.694 9040)	PUMZA TWAYISE			
E-mail ADDRESS <u>cekwele bijras</u>	saciates ro za				
CONTRACT PRICE : R Z.S 004 705, Z.S (Amount brought forward from the Form of Offer and Acceptance)*					
Signed by authorised representative of the Bidding Entity:					

• 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 AN 2013 1ñ 26 SIGN



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

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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

CONTRACT NO.: DESCRIPTION: DOC. FEE CLOSING DATE: HS 01/2013 Construction of subsidized houses in the following R250.00 22 JANUARY 2013 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, Katlehong 2 CCA and 80 houses in Magagula heights, Katlehong 2 CCA.

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, <u>and thereafter on weekdays</u> 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 Ekurhuteni 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.

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 apply between it and the standard conditions of bid.

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Clause number			Data	201-2017-55 121-2017-55		
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TENDER	The bid do	cuments issued by the Employer co	mpriše:		Service 21	
DOCUMENTS			1.1.1.2	ters y		
	THE BID		41 . A . A			
	Part T1	Bidding procedures				
	Part T1.1 Part T1.2	Bid notice and invitation to bid				
	Pan 11.2	Bid data				
	Part T2	Returnable documents				
	Part T2.1	List of returnable documents				
	Part T2.2	Returnable schedules				
	THE CONT	RACT				
	Part C1	Agreements and contract data				
	C1.2	Form of offer and acceptance Contract data	en Aleel			
	C1.3 -	Form of Guarantee	P.3		e de la forganis	
	C1.4	Agreement in terms of Occupation	ial Health	and Safety Act	1993	
	Part C2			απατραγία Στατραγία Στατραγία		
	C2:1	Pricing Data Pricing Instructions				
	C2.2	Pricing Schedule				
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	Part C3 C3	Scope of Works				
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	Part C4	Site Information				
	C4	Site Information				
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Clause number	Data
F.1.4 COMMUNICATION AND EMPLOYER'S	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
AGENT	- Femail: johann gertzen@ekurhuleni.gov.za
÷ F.2.1	
eligibility	Only-those bidders who have in their employ management and supervisory staff satisfying th requirements of the scope of work for labour intensive competencies for supervisory an management staff are eligible to submit bids.
	Only those bidders who are registered with the CIDB in a contractor grading designation equal to a higher than a contractor grading designation determined in accordance with the sum tendered for 6GB or 5 GBPE class of construction work, in respect of Eden Park West and Eden Park We Extension 1 and 5GB or 4GBPE class of construction work, in respect of Moleleki Extension 1 and and Magagula Heights or by a contractor grading designation one level lower than the required class as specified above are eligible to submit bids, provided that the employer: (a) is satisfied that such a contractor has the potential to develop and qualify to be registered that higher grade, and
	(b) ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract Joint Ventures are eligible to submit bids provided that:
	 (1) each member of the joint venture is registered with the CIDB, (2) the lead partner has a contractor grading designation in the 5 GB or 4 GB class of construction
	 work; and (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 determine in accordance with the sum tendered for a 6GB and 5GB class of construction work.
F.2.7	
CLARIFICATION MEETING	The arrangements for a compulsory information session: EDEN PARK WEST & WEST EXT 1 will be held at 09:30 on WEDNESDAY, 05 DECEMBER 201 Prospective bidders are requested to meet on the said date and time at BOARD ROOM 12 29 LAKEVIEW CRESCENT, KLEINFONTEIN LAKE OFFICE PARK, OFF PIONEER ROAI BENONI
	MOLELEKI EXTENSION 1 AND 2 will be held at 10:15 on WEDNESDAY, 05 DECEMBER 201 Prospective bidders are requested to meet on the said date and time at BOARD ROOM 12 29 LAKEVIEW CRESCENT, KLEINFONTEIN LAKE OFFICE PARK, OFF PIONEER ROAD BENONI
	MAGAGULA HEIGHTS will be held at 11:00 on WEDNESDAY, 05 DECEMBER 2012. Prospecti bidders are requested to meet on the said date and time at: BOARD ROOM 127, 29 LAKEV[E CRESCENT, KLEINFONTEIN LAKE OFFICE PARK, OFF PIONEER ROAD, BENONI.

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	Data
17. 一个小学生的学校的复数形式的	fill a bidder wishes to submit an alternative bid offer the only criteria permitted for such alternative
	offer is that it demonstrably satisfies the Employer's standards and requirements, the details of whe may be obtained from the Employer's HOD Human Settlements
TENDER OFFERS	The price for a top structure shall not exceed the subsidized price of R62.848.00 (excluding V
	Escalation, transfer costs & beneficiary administration) Bids exceeding R62 848.00 will be rejected
	Bidder may however submit a lower price for the construction of a top structure than the subsidi
	price of R62 848.00 (excluding VAT, Escalation, transfer costs & beneficiary administration) sec
	Calculations, drawings and all other pertinent, technical information and characteristics as well modified or proposed Pricing Pata must be submitted with the alternative bid offer to enable.
	The state of the s
	degree to which the alternatives and to versidate the acceptability, of the pricing propos
	Calculations, must be set out in access and logical sequence; and must clearly reflect all des assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal
	Acceptance of an alternative bid offer will mean acceptance in principle of the offer to it will be
	obligation of the contract for the bidder in the event that the alternative is accepted, to accept
	responsibility and liability that the alternative offer complies in all respects with the Employ standards and requirements.
	The modified Bid Data must include an amount equal to 5% of the amount bidded for the alterna
	offer to cover the Employer scosts of confirming the acceptability of the detailed design before
	constructed.
F.2.131	Bidders may not offer to provide any of the parts, or combinations thereof, of the works, service supply identified in the contract data. Only one bidder shall be appointed for each of the three projections and the service projection of the service projection.
SUBMITTING A	
F.2.13.3	The whole original bid document, as issued by the EMM, shall be submitted. No copies will
SUBMITTING A	accepted.
	Bids may only be submitted on the Bid documentation issued by the EMM
TENDER OFFER	
TENDER OFFER F.2.13.5	The Employer's address for delivery of bid offers and identification details to be shown on each
TENDER OFFER F.2.13.5 SUBMITTING A	The Employer's address for delivery of bid offers and identification details to be shown on each offer package are
TENDER OFFER F.2.13.5	The Employer's address for delivery of bid offers and identification details to be shown on each offer package are. Location of bid box: Bid box number ELEVEN (11)
TENDER OFFER F.2.13.5 SUBMITTING A	The Employer's address for delivery of bid offers and identification details to be shown on each offer package are Location of bid box: Bid box number ELEVEN (11) Physical address: Einance Head Office Building
TENDER OFFER F.2,13.5 SUBMITTING A	The Employer's address for delivery of bid offers and identification details to be shown on each offer package are. Location of bid box: Bid box number ELEVEN (11) Physical address: Finance Head Office Building. Ground Floor.
TENDER OFFER F.2,13.5 SUBMITTING A	The Employer's address for delivery of bid offers and identification details to be shown on each offer package are Location of bid box: Bid box number ELEVEN (11) Physical address: Finance Head Office Building: Ground Floor 68 Woburn Avenue
TENDER OFFER F.2.13.5 SUBMITTING A	The Employer's address for delivery of bid offers and identification details to be shown on each offer package are. Location of bid box: Bid box number ELEVEN (11) Physical address: Finance Head Office Building. Ground Floor 68 Woburn Avenue Benoni
TENDER OFFER F.2,13.5 SUBMITTING A	The Employer's address for delivery of bid offers and identification details to be shown on each offer package are. Location of bid box: Bid box number ELEVEN (11) Physical address: Finance Head Office Building: Ground Floor 68 Woburn Avenue
TENDER OFFER F.2.13.5 SUBMITTING A	The Employer's address for delivery of bid offers and identification details to be shown on each offer package are. Location of bid box: Bid box number ELEVEN (11) Physical address: Einance Head Office Building Ground Floor 68 Woburn Avenue Benoni Identification details: Contract Number: HS 01:2013
TENDER OFFER F.2,13.5 SUBMITTING A	The Employer's address for delivery of bid offers and identification details to be shown on each offer package are: Location of bid box: Bid box number ELEVEN (11) Physical address: Einance Head Office Building Ground Floor 68 Woburn Avenue Benoni Identification details: Contract Number HS 01-2013 The construction of subsidized houses in the following Townships and CCA's
TENDER OFFER F.2,13.5 SUBMITTING A	The Employer's address for delivery of bid offers and identification details to be shown on each offer package are. Location of bid box: Bid box number ELEVEN (11) Physical address: Einance Head Office Building. Ground Floor 68 Woburn Avenue Benoni Identification details: Contract Number, HS 01-2013 The construction of subsidized houses in the following Townships and CCA's 169 houses in Eden Park West and Eden Park West Extension 4, Alberton CCA
TENDER OFFER F.2.13.5 SUBMITTING A	The Employer's address for delivery of bid offers and identification details to be shown on each offer package are: Location of bid box: Bid box number ELEVEN (11) Physical address: Einance Head Office Building: Ground Floor 68 Woburn Avenue Benoni Identification details: Contract Number, HS 01-2013 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
TENDER OFFER F.2,13.5 SUBMITTING A TENDER OFFER	The Employer's address for delivery of bid offers and identification details to be shown on each offer package are: Location of bid box: Bid box number ELEVEN (11) Physical address: Einance Head Office Building: Ground Floor 68 Woburn Avenue Benoni Identification details: Contract Number, HS 01-2013 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
TENDER OFFER F.2.13.5 SUBMITTING A TENDER OFFER	The Employer's address for delivery of bid offers and identification details to be shown on each offer package are: Location of bid box: Bid box number ELEVEN (11) Physical address: Finance Head Office Building Ground Floor 68 Woburn Avenue Benoni Joan Benoni Identification details: Contract Number: HS.01:2013 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
TENDER OFFER F.2.13.5 SUBMITTING A TENDER OFFER	The Employer's address for delivery of bid offers and identification details to be shown on each offer package are: Location of bid box: Bid box number ELEVEN (11) Physical address: Einance Head Office Building: Ground Floor 68 Woburn Avenue Benoni Identification details: Contract Number, HS 01-2013 The construction of subsidized houses in the following Townships and CCA's. 169 houses in Eden Park West and Eden Park West Extension 4, Alberton CCA 100 houses in Moleleki Extension 1 and 2, Katlehong 2 CCA 80 houses in Magagula Heights, Katlehong 2 CCA The closing time for submission of bid offers is: 10:00 on TUESDAY, 22 JANUARY 2013
TENDER OFFER F.2.13.5 SUBMITTING A TENDER OFFER F.2.15 CLOSING TIME F.2.16 TENDER OFFER	The Employer's address for delivery of bid offers and identification details to be shown on each offer package are. Eccation of bid box Bid box number ELEVEN (11) Physical address: Einance Head Office Building: Ground Floor 68 Woburn Avenue Benoni Identification details: Contract Number, HS 01-2013 The construction of subsidized Nouses 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 100 houses in Moleleki Extension 1 and 2, Katlehong 2 CCA 100 houses in Magagula Heights, Katlehong 2 CCA The closing time for submission of bid offers is: 10:00 on TUESDAY, 22 JANUARY 2013 Telephonic, telegraphic, felex, facsimile or e-mailed bid offers will not be accepted.
F.2.13.5 SUBMITTING A TENDER OFFER F.2.15 CLOSING TIME F.2.16	The Employer's address for delivery of bid offers and identification details to be shown on each offer package are: Location of bid box Bid box number ELEVEN (11) Physical address: Finance Head Office Building: Ground Floor 68 Woburn Avenue Benoni Identification details: Contract Number HS 01-2013 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 22 Katlehong 2 CCA 100 houses in Moleleki Extension 1 and 22 Katlehong 2 CCA 100 houses in Magagula Heights, Katlehong 2 CCA The closing time for submission of bid offers is: 10:00 on TUESDAY, 22 JANUARY 2013 Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.

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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 ISPECTIONS, 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 ERTIFICATES	 The bidder is required to submit with his bid. (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,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 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) A valid original Tax Clearance Certificate or copy thereof, issued by the South African Revenue Services;
	(4) 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.
	(5) 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).
	(6) 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

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ADDITIONAL CONDITIONS APPLICABLE TO THIS BID

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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.

The additional conditions of bid are:

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.

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.

The highest scoring bidder's price as quoted in the bid document will be offered to the second and third highest scoring bidders

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

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.

The bid document shall be submitted as a whole and shall not be taken apart .

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)

NB: If PART T2 is not completed in full by the bidder, this offer will be rejected.

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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). ALC: NO.

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- F11 Actions Actions The Employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In
- F.1.1.1
- 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
- F.1.1.2

Note:

F.1.1.3

F.1.2

- obligations and not engage in anticompetitive practises 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: (1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acis 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 loyally which would in any way affect any decision taken.
- 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

Tender Documents

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

Interpretation F.1.3

- The tender data and additional requirements contained in the tender schedules that are included in the ¥F.1.3.1 returnable documents are deemed to be part of these conditions of tender.
 - These conditions of tender, the tender data and tender schedules which are only required for tender F.1.3.2 evaluation purposes, shall not form part of any contract arising from the invitation to tender For the purposes of these conditions of tender, the following definitions apply F.1.3.3
 - 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
 - comparative offer means the tenderer's financial offer after all tendered parameters that will affect b) 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
 - corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence C) the action of the employer or his staff or agents in the tender process; and

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- 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.
- 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 Genéral

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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.
- F1.6.2.3 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

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inighest, number- of mber-of-evaluation points and awards the contract in terms of these

F.1.6.3.2 Option 2 F.1.6.3.2 Opt F1.6.3.2.2 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 to the second tender We there are a second and the second second second

F.2 Tenderer's obligations

a Eligibility and states at the F.2.15

- Eligibility Submit a lenger offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer of any of his principals is not under any restriction to do business with employer F.2.1.1
- Notify the employer of any proposed material change in the capabilities or formation of the tendering entity F.2.1.2 (or both) or any other criteria which formed part of the qualitying requirements used by the employer as the basisein 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 fortenders prior to the closing time fortenders

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 aftender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements. Check documents

F.2.3

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

Confidentiality and copyright of documents F.2.4

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.

Acknowledge addenda F.2.6

Contraction Online Acknowledge, receipt of addenda to the tender documents, which the Employer may issue, and it necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account Menter an Grand Million and Andrea a the second second

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familianze themselves with aspects of the proposed work; services or supply and raise questions. Details of the meeting(s) are stated in the tender data 34

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

Insurance F.2.9

《外市大社主 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

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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,
- Show VAT payable by the Employer separately as an addition to the tendered total of the prices F2.10.2 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
- State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of F.2.10.4 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 signatones to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

- Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer. F 2 12 1 tricity 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 is
- Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria F.2.12.2 A otherwise acceptable to the employer.

Submitting a tender offer F.2.13

- Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide F.2.13.1 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
- Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated F.2.13.3 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 was Sign the original and all copies of the tender offer where required in terms of the tender data. The employer F.2.13.4
- 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
- Seal the original and each copy of the tender offer as separate packages marking the packages as F.2.13.5 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
- F2139 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

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F.2	15.12	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 lender data. Accept that proof of posting shall not be accepted as proof of
ZE2	45.04	OPINETY TO THE IS THE ADDRESS TO THE REPORT OF THE REPORT
4 5 4 4 9 9		Accept that its 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
		Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in
	توريح المراجع	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 extensions and an
F:2		Accept that a tender is ubmission, that, has been submitted, to the semployer may only be withdrawn or re-
		substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted
С. ч. с. о		to be withdrawn or substituted. So with a substitute a substitute tender in accordance with the
		requirements of 5.2.13 with the packages clearly marked as SUBSTITUTES and a successful terms of 5.2.13 with the packages clearly marked as SUBSTITUTES and a successful terms of the successful terms of terms of the successful terms of terms of terms of terms of the successful terms of te
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
	4	position of tenderers or substance of the tender offer is sought, offered, or permitted a substance of the tender offer is sought, offered, or permitted a Sub-clause F2.17, does not preclude the negotiation of the final-terms of the contract with a
NO NA A	te: 💒	preferred tenderer following a competitive selection process; should the Employer elect to do so
	· · · · · · · · · · · · · · · · · · ·	pretence tenderer tenoming a competitive serie (to approve set another the Englisher erect to do sor
F.2	2.18	Provide other material
	2.18 2.18.1	Provide, on request by the employer, any other material that has a bearing on the tender offer; the
		Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including polarized joint venture agreements), preferencing arrangements,
		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
		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
		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 provide the material, or a satisfactory reason as to why it cannot provide the employer's request, the employer may regard the tenderer.
(F.2	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		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 provide the material, or a satisfactory reason as to why it cannot provide the employer's request, the employer may regard the tenderer.
(F.2	2.18.1 2.18.2	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. Dispose of samples of materials provided for evaluation by the employer, where required.
F.2	2.18.1 2.18.2	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. Dispose of samples of materials provided for evaluation by the employer, where required.
F.2	2.18.1 2.18.2	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. Dispose of samples of materials provided for evaluation by the employer, where required.
F.2	2.18.1 2.18.2 2.19	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. Dispose of samples of materials provided for evaluation by the employer where required.
F.2	2.18.1 2.18.2	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. Dispose of samples of materials provided for evaluation by the employer where required.
F.2	2.18.1 2.18.2 2.19	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. Dispose of samples of materials provided for evaluation by the employer, where required.
F.2	2.18.1 2.18.2 2.19	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. Dispose of samples of materials provided for evaluation by the employer where required.
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F.2 F.2 F.2 F.2 F.2	2.18.1 2.18.2 2.19	Provide, on reduest by the employer, any other material that has a bearing on the fender offer, the tenderer's commercial position (including polarized 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 the provided by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive. Dispose of samples of materials provided for evaluation by the employer, where required.
F.2 F.2 F.2 F.2 F.2	2.18.1 2.18.2 2.19 2.20	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 fairfrisk 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. Dispose of samples of materials provided for evaluation by the employer, where required.
F.2 F.2 F.2 F.2 F.2	2.18.1 2.18.2 2.19 2.20	Provide, on reduest by the employer, any other material that has a bearing on the fender offer, the tenderer's commercial position (including polarized 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 the provided by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive. Dispose of samples of materials provided for evaluation by the employer, where required.
F.2 F. F. F.	2.18.1 2.18.2 2.19 2.20 2.21	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 tisk 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 tenderer offer as non-responsive. Dispose of samples of materials provided for evaluation by the employer where required.
F.2 F. F. F.	2.18.1 2.18.2 2.19 2.20	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 fisk 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. Dispose of samples of materials provided for evaluation by the employer, where required.
F.2 F. F. F.	2.18.1 2.18.2 2.19 2.20 2.21	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 tisk 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 tenderer offer as non-responsive. Dispose of samples of materials provided for evaluation by the employer where required.
F.2 F. F.	2.18.1 2.18.2 2.19 2.20 2.21	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 for 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. Dispose of samples of materials provided for evaluation by the employer, where required in the employer is a constant of the samples of materials provided for evaluation by the employer , where required in the employer dates and analysis as provided for in the employer dates and analysis as provided for in the employer dates and analysis as provided for in the ender data. 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. 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. Return of other tender documents If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the solution of the contract.

Include in the tender submission or provide the employer with any certificates as stated in the tender data: The employer's undertakings Respond to requests from the tenderer

F.3 F.3.1

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

- Unless the two-envelope system is to be followed, open valid tender submissions in the presence of F.3.4.1 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
- Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in F.3.4.2 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 lender 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 lender data and announce the name of each tenderer whose technical proposal is opened. Evaluate the quality of the technical proposals offered by tenderers, then advice tenderers who temain in F.3.5.2 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.

Non-disclosure F.3.6

F.3.7

F.3.8.1

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. Grounds for rejection and disgualification

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

Determine, after opening and before detailed evaluation, whether each tender offer properly received: complies with the requirements of these Conditions of Tender,

F.3.1.2

· In the case of a financial offer and preference.

F.3.11.3 - Method 24 Financial offer and preference pateaday si asnelodus sint in the tas seacord and the process set out in this subclause is repeated.

i highest (soked lenderer and recommend the highest ranked tenderer, unless there are, compelling

c) set guragil renderers should there be compelling and justifiable reasons not to recommend the os op ot tou suoseat aldeitiset

b) PERCONTINENT IN THE MOST IS THE MOST IS THE AVOID AND A LEVEL IN THE CONTINUES IN THE COMPART OF THE MOST IS AND A LEVEL IS A

-3.11.2 Methodif Financial offer

criteria and weightings that are specified in the tender data comparatives offer and evaluate them using the tender evaluation methods and associated evaluation Appointed evaluation parel of not less than three persons. Reduce each responsive lender offer to a

E.3.11.1 Cenerals

F.3.10

Evaluation of tender offers 11.5,F

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

Clarification of a tender offer

19 A 4

schieve the tendered total of the prices. ດາ (Alde selected to tevise selected lieur birces (sud their have a plus of dual to see all with the selected in the selected in the second of the second o a this checking process or in the tenderers addition of prices the total of the prices shall govern and

Where there is an error in the total of the prices either as a result of other corrections required by ere ine lien total as quoted shall govern and the unit tale shall be conected. pe corrected. Where there is an obviously gross misplacement of the decimal point in the unitrate. ficing the product of the unit rate and the quantity the time themetofal shall govern and the rates hall

ອາຈະຮູ້ ໄດ້ເກີຍເຈົ້າມີເຈົ້າການເລີຍ ດາ pricing schedules apply and there is an end in the line kern total resulting Where the tenderer elects to continui the tender offer as lendered, correct the errors as tollows?

eilhersconfirm the tender offer as tendered or accept the corrected total of prices. 76:2:

 F.3.9.3
 Notify the lenderer of all errors or omissions that are identified in the lender offer and invite the tenderer to a summation of the prices.
 Notify the lenderer of all errors or omissions that are identified in the lender offer and invite the tenderer to a summation. C) Standard Contraction Contraction b) se ouissious usage in completing the bitcing screedule or bills of quantities of second the decimation and unities of second s

evaluation tender offers in accordance will EQ.14 for > 4 E 3.9.2 COECCINE LIQUEST Lauked tender or tenderer with the transformmer of lender evaluation points after the wordszenalt dovern

Where increases discrepancy between the sufforms in tigures and the amount in words, the amount in Check testoonsive tender offers for discrepancies between amounts in words and amounts in figures. Anthmetical errors, omissions and discrepancies as the second states as F.3.9.1 6'C'H

iceli errors, omissions and discrementation of subsequently made, responsive by correction or all officiency on some render offer and not call on the obsequently made, responsive by correction or all officiency offer and not call on the obsequently made, responsive by correction or mane in the obsequently made offer and income subsequently made, responsive by correction or mane in the obsequently made offer and the obsequence of the obs

sallect the competitive position of other lenderers presenting responsive lenders, if it were to be e sesidinirioantly change the Employers of the tenderers risks and responsibilities under the contract, or

arindeursily sitied the scope dusity or performance of the works services of supply identified in over stopping would--pinow, uoiuido

is withoutrimaterial deviation or dualification sector activity material deviation or qualification is one which in Davie tender is one that conformationally the tender documents and specifications of the tender desconsive to the other requirements of the tender documents a sector. And a manual provide the second se

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

Calculate the total number of tender evaluation points (TEV) in accordance with the following formula: The second second second · 生长发生的分子生素的"合同"

TEV = NFO + NP

- where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 - NP is the number of tender evaluation points awarded for preferences claimed in accordance with F 3.11.8
- Rank tender offers from the highest number of tender evaluation points to the towest 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 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 adinancial offer and quality: a) s ... 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
 - Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:
 - Tev = NFO + No -Record
 - where: Nro is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 - No is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9

- Rank tender offers from the highest number of tender evaluation points to the lowest. C)
- Recommend the tenderer with the highest number of tender evaluation points for the award of the d) contract, unless there are compelling and justifiable reasons not to do so.
 - 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, guality and preferences

- In the case of a financial offer, quality and preferences:
 - 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 fait to score the minimum number of points for quality stated in the tender data, if any.
 - Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:
 - TEV = NFO + NP + NO
 - Mar Harris NFO is the number of tender evaluation points awarded for the financial offer made in where: accordance with F:3.11.7;
 - Ne is the number of tender evaluation points awarded for preferences claimed in accordance with F 3-11.8 No is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.
 - Rank tender offers from the highest number of tender evaluation points to the lowest. c)
 - Recommend the tenderer with the highest number of tender evaluation points for the award of the d). contract, unless there are compelling and justifiable reasons not to do so.
 - Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to e) recommend the tenderer with the highest number of tender evaluation points, and recommend the

a)

b}

c)

d)

e)

b).

e)

a)

b)

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 T	2 LIST OF RETURNABLE DOCUMENTS	
The bidd	ter must complete the following returnable documents.	EKURHULENIMETROPOLITAN
T2.1	RETURNABLE SCHEDULES REQUIRED FOR BID	MUNICIPALITY
	EVALUATION PURPOSES	2 2 -01- 2013
T2.2	OTHER DOCUMENTS REQUIRED FOR BID	TENDER OFFICE
	EVALUATION PURPOSES	FUMZA TWAYISE
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

CONTENTS

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FORM 2.1.10	DETAILS OF ALTERNATIVE BIDS SUBMITTED	39
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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	Z
MOBILE BATCH PLANT	
TATA READYMIX TRUCK	
POWER FLOATS	4
SCAFFOLDING & TRUSSES	PLENTS
Rammers	11
BAKKies/LDVs	4
MERCEDES BENZ SPRINTER TRUCK	4 1 3 3
Dump Level	2
TRAILERS	
PROPOLITAN PALITY AT 2013	
120 ¹ 0 ¹	
terre la	
TENDER OFFICE	
SN FFUEL	
NOERTWALL	
TEUMLE	



EXURIU

DESCRIPTION, SIZE, CAPACITY	NUMBER
MAJOR EQUIPMENT TO BE HIRED	
TLB	١
TIPFER TRUCKS	Z
EXCAVATORS	ł
ROLLEPS	1
	2 2 -01- 2013
	TENDER OFFICE
	PUMZA TWAYISE
5	



ر بر

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 deta space provided is not enough)

Description	Address	Area (m²)
TINICIPALIL!		
TUNICIPALILI		·
a a1-2013		
TENDER OFFICE		

PENMEA ME STATUS - (COMPULSORY)

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

Provide details on the following

decide on the class.

Sector/Sub-Sector in accordance with the Standard Industrial Classification	
Total Full-time Equivalent of paid Employees	-
Total Annual Turnover	
Totat Gross Asset Value	- · ·
Size or Class (Medium, Small, Very Small, Micro) NOTE : If all of the above does not adhere to the	e definition of a single class, use the total Annual Turnover only t





	Ì	LENIMETROP MUNICIPALITY 2 -01- 2013		
List your current contracts and obligations:		ENDER OFFIC		
Description	Value (R)	Start date	Duration	Expected completed date

1			l		
	<u> </u>			 	
			ĺ		
			<u> </u>	 	

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

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



FORM 2.1.4 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.

	NAME OF		SUMMARY O	F			
DESIGNATION	(i) NOMINEE (ii) ALTERNATE	NATIONA LITY:	QUALIFICA T-IONS	EXPERIENCE OCCUPATION	AND	PRESENT	NQF 7 Certifiec Yes/No
HEADQUARTERS Partifier/director	-		· ·				
II METRO CIPALITY 2013 FFICE							
AUNIVERALITY RIUNIOFICIPALITY RIUNICIPALITY RIUNICIPALITY AUNICIPALITY BLUNCHTORE AUNICIPALITY							
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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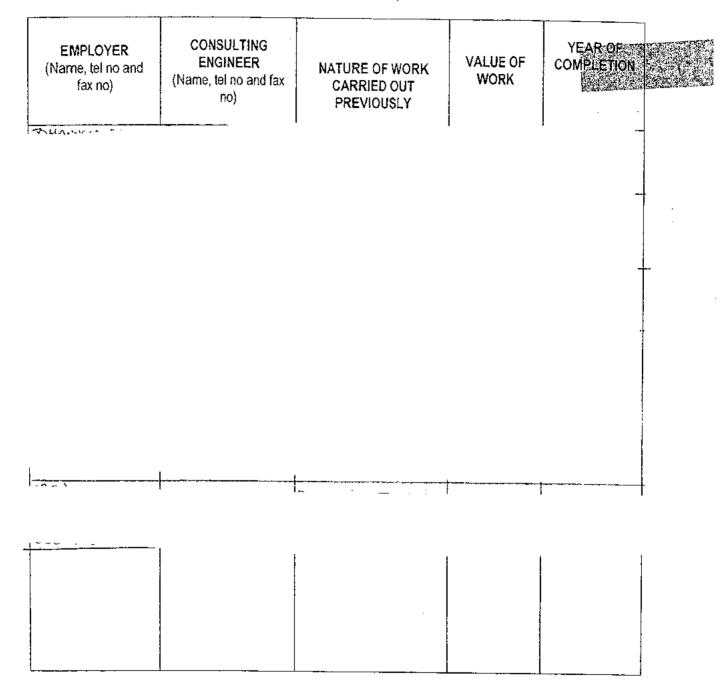
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FORM 2.1.5 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

TENDER OFFICE PUMZA TWAYES

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.





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? Arse Bank registered in terms of the Bank Act 1990 (Act 94 of 1990): Insurance Company registered in terms of the Short Term Insurance Act 1998 (Act 53 of 1998); NURCHAI TUSY) -----· Cash: WTERNAL FUNAS Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules to the Employer Amount (VAT included) b a – b Month no а Cumulative cash Received Payments made Net cash flow flow 1 2 3 4 l+g=m g 5 h m+h=n 6 Etc. Etc. 8 9 ÌΟ 11 12 Maximum negative cash flow: Take the largest negative number in the last column and write it in here $\rightarrow \rightarrow \rightarrow \rightarrow \rightarrow \rightarrow \rightarrow$ Notes: Value added tax to be included in all amounts (i)

(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)

INTEENEL FUNDAS BANK



NAME OF BIDDING ENTITY JR SELWELE PHIND IS PROJECT JU

FORM 2.1.7	JOINT VENTURE/ CONSORTIUM AUTHORITY	EKURHULENI METROPOLITAI MUNICIPALITY
	JOINT VENTURE/ CONSORTIUM INFORMATION	2 2 -01- 2013
	(Complete only if applicable)	TENDER OFFICE PUMZA TWAYISE

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

JE SERWELE ? ASSOCIATES DISTRIBUTES 50 % 51 PA DU PLESSIS AVENUE, NOLKEM PARK, 1619

Full Name and address of 2nd enterprise

PHINDIS PROJECTS CC. 50° % 34 KARGE AVENUE BASSONIA ROCK EXT 15, ALBERTON Full Name and address of 3ª 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 jextended.

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 atone or in collaboration with a third party.

Authorised Signa	ature Lead Pa	rtner
Name	!	JACOB RAMEUNGWANE SCEWELG
Designation		JU MANAGING MEMBER
-		ret on zilcilzors
Authorised Sign	ature of 2 nd Pa	artner. S:C+CtCtS1
Name	l	SACAH PHINALE TSOTETSI
Designation	Ì	JV Assistant Member
Signed at NOP	KEM PA	ek on Z1/C1/2013
Authorised Sign	ature of 3rd Pa	artner
Name 🖉	!	
Designation		
C. C. C.	the h	
Gouled at 2		on
	\$ I	
	i	

(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

URHULENI METROPOLITAT MUNICIPALITY

FORM 2.1.8

SCHEDULE OF PROPOSED SUBCONTRACTORS

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

TENDER OFFICE PUMZA TWAYISE

22-01-2013

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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 LOGA	L S48-CO	STRACTORS	
Total % of contract sub- contracted			• <u>•</u> ••••••••••••••••••••••••••••••••••

FORM 2.1.9 FINANCIAL REFERENCES

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 a obtaining a financial reference:

		A FIGT WORLD	75.7154.83
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: ...

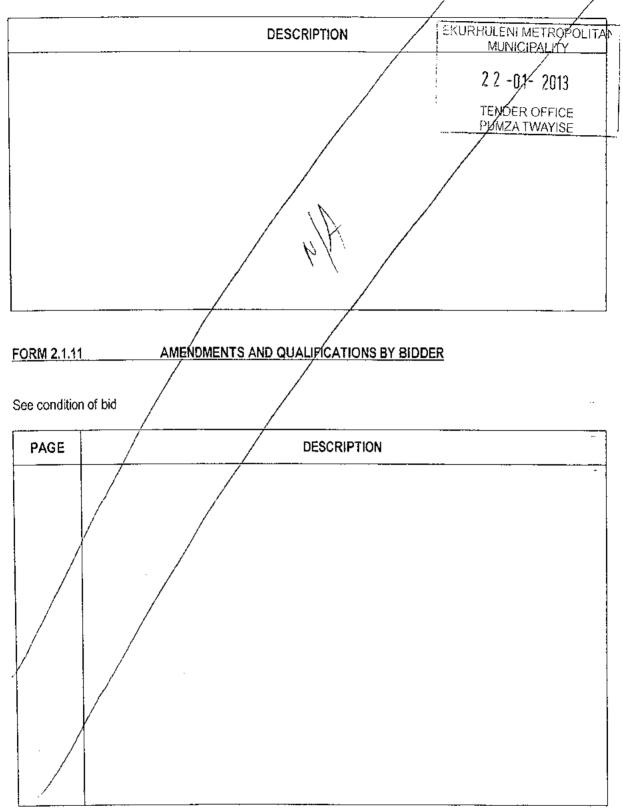
Bidder's SARS tax reference number:

EKURHULENI METROPOLITA MUNICIPALITY 22-01-2013 Training poseine



FORM 2.1.10 DETAILS OF ALTERNATIVE BIDS SUBMITTED

See condition of bid.





FORM 2.1.12 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
	NA

EKURHULENI METROPOLITA. MUNICIPALITY 22-01-2013 TENDER OFFICE PUMZA TWAYISE

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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

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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 <u>www.sars.gov.za</u>.

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 <u>www.sars.gov.za</u>.

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.



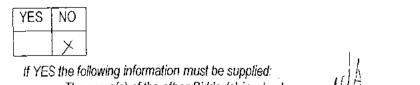
NAME OF BIDDING ENTITY JE SE KWELE & PHIND is PROJECT J	EKURHULENI METROPOLIT MUNICIPALITY
FORM 2.2.2 GENERAL DECLARATION:	2 2 -01- 2013
I/We, the undersigned:	TENDER OFFICE PUMZA TWAYISI

- (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.
- (I) 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)



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



	<u>NI/</u>
	2. The full details of the Bidder(s) participation
(ρ)	declare that all of the information furnished is true and correct
Signed at	day of
	Name of Authorised Person: JACK RAMONUNGUANE Secure
	Authorised Signature:
	Name of Bidding Entity: JR SERWELE & PHINNIS PROJECT JV
ENIMETROPOLITAT	Date: $21/01/22/3$ As witness: 1. 4442
22-01-2018 TENDER INALIA	



v

.

NAME OF BIDDING ENTITY JE SEKWELE ? PHINDIS PROJECT JU

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

FORM 2.2.3 DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state¹.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of 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 RAM DOUNE WANE SEKWELE
 - 3.2 Identity Number if applicable:
 - 3.3 Position occupied in the Company (director, trustee, shareholder2): JV. MANAGING MEMBER

.

- 3.4 Company Registration Number: 1998/024831/23
- 3.5 Tax Reference Number:
- 3.6 VAT Registration Number.

*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.

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



3.7 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)		
If yes, furnish particulars.	NA	·····
(Tick applicable box)		ns? YES NO
persons in the service of the state and	who may be involved	Sociate) YES NO X ↓
ween any other bidder and any persons	s in the service of the st	
		YES NO
2.1 If yes, furnish particulars.		
	If yes, furnish particulars. e you been in the service of the state for (Tick applicable box) 1 If yes, furnish particulars. you have any relationship (close family persons in the service of the state and the evaluation and or adjudication of the (Tick applicable box) 0.1 If yes, furnish particulars. e you aware of any relationship (close fa- ween any other bidder and any persons involved with the evaluation and or adju (Tick applicable box) 1.1 If yes, furnish particulars any of the company's directors, trusted heiple shareholders or stakeholders in s (Tick applicable box)	If yes, furnish particulars.





CERTIFICATION

I, THE UNDERSIGNED (NAME) TP608 22 MOLENARY ANE SECTION

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

21/01/203 Date

JU MANAGING Capacity

JR SEKWELE PHIND IS PROJECT JU Name of Bidding Entity





NAME OF BIDDING ENTITY JR SEKWELE & PHINDIS PROJECT J

EKURHULENI METROPOLITA. MUNICIPALITY

2 2 -01- 2013

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

PUMZA TWAYISE

- 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.

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	Yes	No
public sector?	L!	Ø
(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi</i> <i>alteram partem</i> rule was applied).		
If so, furnish particulars: κ/λ	<u></u>	
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, <u>www.treasury.gov.za</u> , 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	No ₽
If so, furnish particulars:		1
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	No K
If so, furnish particulars: h	_	.
-	alteram partem rule was applied). If so, furnish particulars: If so, furnish particulars: If so, furnish particulars: 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, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445). If so, furnish particulars: If so, furnish particulars: If so, furnish particulars: If so, furnish particulars:	alteram partem rule was applied). If so, furnish particulars: If so, furnish particulars: 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, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445). If so, furnish particulars: If so, furnish particulars: 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?

<u>ltem</u> 4.4	Question Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No No Ø
4.4.1	If so, furnish particulars:		<u></u>
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No ⊠
4.7.1	If so, furnish particulars: \mathcal{N}/\mathcal{A}		<u>!</u>

CERTIFICATION

JAIOB CAMEDUNGWARE SCHWEIG I, THE UNDERSIGNED (FULL NAME) JACOB CHANDUNGWARE SERVER CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND AULENIMETROPOLY AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

2013

22-01-

JU MANAGING MEMBER Position

13 Date

TR SCHNELE & PHINDIS PROJECT JU Name of Bidder



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 RE: MUNICIPALITY
1.1	Are you by law required to prepare annual financial Statements?	2 2 -01- 2013
	(Tick applicable box)	TENDER OFFICE

YES	NÖ
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)

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.

Do you have any outstanding undisputed commitments for

 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)

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.



YES

NO

Ì	YES	NO
Ĺ		X

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? YES NO (Tick applicable box) 3.1 If yes, furnish particulars. Will any portion of goods or services be sourced from outside 4. 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 EKURHULENIMETROPOL 22-01-2013 TENDER OFFICE CERTIFICATION RAMODUNGWANE SERVICE SHE UNDERSIGNED (NAME) THEOR 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.

ZULOP Date Signature

JU MA Position

Givit MEMAER JR SERVICE & PHINDI'S PROJECT JU Name of Bidder



NAME OF BIDING ENTITY JR SEKWELE 3 PHIND iS PROJECT

FORM 2.2.6 CERTIFICATE OF INDEPENDENT BID DETERMINATION



- 1 This Form "2.2.6" must form part of all bids¹ 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).² 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:
- ¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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 SUBGIDIZED HOUSES IN THE FOLLOWING TOWNSHING & CCAS, 169 HOUSES (Bid Number and Description) IN EDEN PACK WEST & EDEN PACK WEST EXTENSION 1, ALBERTON CLA

in response to the invitation for the bid made by:

EXULTILLENT METED POLITAN MUNICIPALITS (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: <u>JR_SEKWELE 3 PHIND IS_PEDJECT_JV</u> that: (Name of Bidder)

- 1. I have read and I understand the contents of this Certificate;
- 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;

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;

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^a will not be construed as collusive bidding.

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





- 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;
 - 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.
- 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

JU MANAGING MEMBER Position

21/01/2013 Date

JE SEKWELE & PHIND I'S PROJECT JU Name of Bidder



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 remediat 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

EKUZHULENI METROPOLITAN MUNIUPALIS -

EKURHULENI NETROPOLITAN NUMICIPALITY

(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 fro	om informal settlements		
Bidding entities who operate fro	om a property owned by a direc		X
Bidding entities who operate fro	om somebody else's property	EKURHULENI METE MUNICIPALI 22-01-20	OPOLITAN TY
Bidding entities who rent premi	ses from a landlord	TENDER OFF	CE SE
Other (Please specify)			

Signed at NORTEM PARK this 215T day of JANUHRY 20.13
Name of Duly Authorised Signatory: (Please print)
67
Authorised Signature:
As witness: 1
2



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 <u>completed by ALL bidders in cases where the value of the</u> <u>transaction is expected to exceed R10 million (VAT included).</u>

- (i). 1, 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

KUZHUZENI METEOPELITAN MUNICIPALITS -

EVENULENI METROPOLITAN MUNCIPALITS

Signed at NELEM PARE this 212 day of JANUARY 20.13

(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 dire	ector / member / partner X
Bidding entities who operate from somebody else's property	EKURHULENI METROPOLITA MUNICIPALITY
Bidding entities who rent premises from a landlord	22-01-2013
Other (Please specify)	TENDER OFFICE PUMZA IWAYISE

Signed at NOR KEM PARE this 21°T day of JANUARY 20.8

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

CONTENTS

FORM 2.3.1	FORM CONCERNING FULFILMENT OF THE CONSTRUCTION	
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PAGE(S)

FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS 2003 FORM 2.3.1

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.

I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) 1 the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

YES	X
NO	1

2 Proposed approach to achieve compliance with the Regulations

(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	X
Own resources, still to be hired and/or trained (until competency is achieved)	
Own resources, still to be hired and/or trained (until competency is achieved)	
βr	
Enne	
-ICE	
20FFICE	

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):

PROJECT MANAGER LEBAUD- SITE MANAGE ANNA SEBOHANE- HEALTH & SAFETH OFFICER.

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

**** ACCREDITED TRAINING FOR UNSKILLED LABOUR M WILL UFFER ORDER TO EQUIP THEM IN KNOWLEDGE FOR FUTURE PROJECTS THEY MIGHT ENGIGE in.

Potential key risks identified and measures for addressing risks: 5

SAFETS THEALTH WILL BE A EISK AS A RESULT WE WILL EQUIP OUT WORKING STAFF WITH FROTECTIVE CLUTHING, & BARRICANE SITE TO MARKE PUBLIC RISK, OUR HEALTH & SAFETY DEFICER, WITH AUDELS BE HUALPERE AT SITE TO MENTOR & FOR EMERGENCIES.



I have fully included in my bidded 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 X NO	
SIGNATURE OF PERSON(S) AUTHORISED TO SI	GN THIS BID		
1	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		
3		
4		
5		
6		
7	ULTAI	
BANETIC PONCIPA		
21 ·S	POLITAN UTY 2013 FR OFFICE ER OFFICE MILA TWAYSE	
10 PU	NA THE	

Attach additional pages if more space is required.

...... Signature of Authorized person:

Name: TAGLA FRANCISH SCHUCK

21/01/2013 Date:

Position: The Officiality MENGER



jak

FORM 2.33 ADJUDICATION OF BIDS

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 aquiring, 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. Prévious experience

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

- Expérience 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 aforestated 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 <u>www.sars.gov.za</u>.

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 <u>www.sars.gov.za</u>.

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

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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.
 - An organ of state may, in addition to any other remedy it may have against the person contemplated in sub-regulations (1)
 - (a) Disgualify 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 alterarn partem* (hear the other side) rule has been applied; and
 - (e) Forward the matter for criminal prosecution."



PREFERE	NCE POINTS CLAIM FORM IN TERMS OF TH		ENT REGULATIONS
		! !	
NB:	BEFORE COMPLETING THIS FORM, BIDD DEFINITIONS AND DIRECTIVES APPLICABLE THE PREFERENTIAL PROCUREMENT REGU	LE IN RESPECT OF B-BBEE, A	,
1. 1.1	GENERAL CONDITIONS The following preference point systems are app - the 80/20 system for requirements with a applicable taxes included); and - the 90/10 system for requirements with a applicable taxes included).	Ran ^l d value of up to R1 000 000 ((<i>,</i> , ,
1.2	The value of this bid is estimated to exceed R the 90/10 system shall be applicable.	1 000 000 (all applicable taxes in	cluded) and therefore
1.3 1.4	Preference points for this bid shall be awarded (a) Price; and (b) B-BBEE Status Level of Contribution.	for:	
1.3.1	(c) The maximum points for this bid are allocated a	as follows:	POINTS
1.3.1.1 ⁺	PRICE	1	90
1.3.1.2	B-BBEE STATUS LEVEL OF CONTRIBUTION Total points for Price and B-BBEE must not	1	10 1 00
1.4	Failure on the part of a bidder to fill in and/o Certificate from a Verification Agency accredit or a Registered Auditor approved by the Inc Accounting Officer as contemplated in the Clo Interpreted to mean that preference points for to The purchaser reserves the right to require of a	led by the South African Accredita lependent Regulatory Board of A pse Corporation Act (CCA) togethe B-BBEE status level of contribution	tion System (SANAS) Auditors (IRBA) or an er with the bid, will be a are not claimed.
	subsequently, to substantiate any claim in r purchaser.	egard to preferences, in any ma	nner required by the
2. 2.1	DEFINITIONS "all applicable taxes" includes value-added		e tax, unemployment
2.2	"B-BBEE" means broad-based black economic Broad -Based Black Economic Empowerment A	empowerment as defined in section	on 1 of the
2.3 "	B-BBEE status level of contributor" means th entity based on its overall performance using th Good Practice on Black Economic Empowerme	e B-BBEE status received by a me e relevant scorecard contained in t	the Codes of
	Based Black Economic Empowerment Act; bid' means a written offer in a prescribed or stipu organ of state for the provision of services, work		
2.5	competitive bidding processes or proposals; "Broad-Based Black Economic Empowern Empowerment Act, 2003 (Act No. 53 of 2003);	nent Act" means the Broad-Ba	sed Black Economic
2.6	"comparative price" means the price after the	factors of a non-firm price and all u	
		1	67

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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 **"function ality"** 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 jservice 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.
 - 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.
 - POINTS AWARDED FOR PRICE
- 4. 4.1

3.

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

90/10

 $Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$ or $Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$

:or

Where

Ps

Pt

Pmin

- Points scored for comparative price of bid under consideration
- = Comparative price of bid under consideration
- = Comparative price of lowest acceptable bid

Point's 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:

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

5.5

5.7

- 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.

- 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.
 - 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:

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	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:
	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
0 4 4	(delete which is not applicable)
8.1.1	If yes, indicate: (i) what percentage of the contract will be subcontracted?%
	(i) what percentage of the contract will be subcontracted?%
	(ii) the name of the sub-contractor? LOCAL SUB-CONTRIPCTORS WILL BE U
	(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 Name of bidding entity;
9.1	Name of bidding entity; JK SERWELE 1 PHINBIS TROJECT JU
9.2	VAT registration number:
9.3	Registration number of bidding entity: 1998/02483/23
9.4	TYPE OF ENTITY
•	MUNICIPALITY
\boxtimes	Partnership/Joint Venture / Consortium
0	One person business/sole proprietor 2 2 -01- 2013
Ċ	Close corporation
	Company TENDER OFFICE PUMZA TWAYISE
	Trust
	Other (specify)
9.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
.Gé	ENERAL CONSTRUCTION SERVICES
••••	
0.6	CLASSIFICATION
9.6	K APPLICABLE BOX]
-	
[] •	Manufacturer
S.	Supplier
0	Professional service provider
	Other service providers, e.g. transporter, etc.
	MUNICIPAL INFORMATION
07	
9.7	Municipality where husiness is situated EXUPHULEN ING TROBAL TANK MAN AND ALLING
9.7	MUNICIPAL INFORMATION Municipality where business is situated EXUPHULEAN INGTROBALITED IN APALITY Consumer Account Number
9.7	Consumer Account Number
9.7	
	Consumer Account Number Stand Numbe
9.7 9.8	Consumer Account Number Stand Numbe TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS AND REGISTRATION DETAILS?
	Consumer Account Number Stand Numbe

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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 1 / we acknowledge that:

- The information furnished is true and correct: (i)
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- In the event of a contract being awarded as a result of points claimed as shown in (iii) paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct:
 - 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
 - disqualify the person from the bidding process: (a)
 - recover costs, losses or damages it has incurred or suffered as a result of (b) that person's conduct;
 - cancel the contract and claim any damages which it has suffered as a (C) result of having to make less favourable arrangements due to such cancellation:
 - restrict the bidder or contractor, its shareholders and directors, or only the (d) 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:

(iv)

9.9

SIGNATURE(S) OF BIDDER(S)

21/01/203 DATE:

ADDRESS SI PA DA PLESSIS AVENUE

NORKEM PARK, 1619

MUNICIPALITY	
2 2 -01- 2013	
FORM 2.3.4 GENERAL INFORMATION : TENDER OFFICE PUMZA TWAYISE	
1. Details of Bidding Entity	
NAME OF BIDDER JR SEKWELE & PHIND IS PROSECT JU	
POSTAL ADDRESS 51 PA DU PLESSIS AVENUE, NORKEM PARK, 1619	. •
STREET ADDRESS . 51. P.A. DU. PLESSIS AVENUE, NORKEM PARICILIA	
TELEPHONE NUMBER	
CODE QU	
CELLPHONE NUMBER	
FACSIMILE NUMBER	
CODE OSL 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	
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 ACCREDITEDBY THE SOUITH AFRICAN N ACCREDITATION SYSTEM (SANAS) A REGISTERED AUDITOR 	IATIONAL
(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QU FOR PREFERENCE POINTS FOR B-BBEE)	UALIFY
	YES NO
ARE YOU THE ACOREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?	<u>X</u>
(Tick applicable box)	
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2. Legal entity: Mark with an X.

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<u> </u>	<u></u>
Sole proprietor	
Partnership	
Close corporation	
Company	
Joint venture/ Consortium	X
Trust	
Tertiary Institution	
Rublic 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)
i	13	Hop province while secure	
		JP SEKENELE & ASSUCCIONES NISTERATORS	CLOSE CERPORATION
	-OPO-	PHINNIS PROJECTS JU	CLOSE CELEDEATION
EKURHULENI MET MUNICIPA	LITY .		
EKURHUMUNICIP	1 2013		
6-	ER OFT	195	1
PUM	Incom	e tax reference number: (COMPULSORY)	
	(In the	e case of a joint venture/consortium, provide for all join	t venture/consortium members)
	1		
			No.
5.		egistration number (COMPULSORY): a case of a joint venture/consortium , provide for all joir	nt venture/consortium members)
	.		
6.	Comp	any, close corporation, or trust registration number (C	OMPULSORY):
	¦(in th	e case of a joint venture, provide for all joint venture m	embers)
	1998	1/024831/23	
	1 <u>.26</u>	<u>02/04-0390/23</u>	
SARA			
ARCHINE FOR JUCTICE	; ; ;		

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Construction Industry Development Board (CIDB) registration number (COMPULSORY) 7. (In the case of a joint venture, provide for all joint venture members) 13176 33 888 betails of proprietor, partners, closed corporation members,, company directors, or trustees indicating 8. technical qualifications where applicable (Form on the next page). For joint ventures/ consortiums the following must be attached: 9. EKURHULENI METROPOLITA: Written authority of each JV / consortium partner, for authorized signatory MUNICIPALITY The joint venture/ consortium agreement. For Trusts the following must be attached 22-01-2013 10. Certified copy of the trust deed; Certified copies of the Letters of Authority issued in terms of S6 of the Trust Propert PUMZA TWAYISE ą b. Certified copy of the resolution of the trustees of the trust authorising the signatory to sign c the bid on behalf of the trust SIGNATURE OF AUTHORIZED PERSON DATE 101/2013 EKURHULENI METROPOLITA MUNICIPALITY 2 2 -01- 2013 TENDER OFFICE PUMZA TWAYISE

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 Sumame	Identity-Number	Relevant qualifications and experience	Years of relevant experience
	I		
······································	·		
	PUM	22-01-7013	
	PUNZA TWAYISE	METROPC	
		13 YOUTAN	
			······································





NAME OF BIDDING ENTITY JE SEKWELE + PHIDNIS PROJECT JU

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		URIZENI- Mala I		Race HDI Status	totus %Owned	% Owned by Women		% Owned		
		Enterprise	Monory Hannon	ship	Female	-	(Y/N)	by HDI's	Black	White	by Disabled
j. L											i
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									EKURH		
 							TENDER PUMZAT	2			
 								-01-			
L	·····						OFF WAY	2n ALL		;	
PLEAS	PLEASE NOTE										
KINDL	PLEASE NOTE RINDLY 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 EXURHULENI 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 det	tails:	Mr. JJ van der Westhuizen Contract Management Office Alberton CCC - Occupational	Health Clinic
		Swartkoppies Complex	:
Í		Tel: (011) 999 2400	
		Fax: (011) 861 2135	
		Cell: 082 772774	i
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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 COPYLES 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)

OFFER

EKURHULEN! METROPOLITAN MUNICIPALITY

22-01-2013

TENDER OFFICE

The Employer, identified in the Acceptance signature block, has solicited offers to enter 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 apart 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 411111ph Two hundroad and englity form Thousand Erglet knowload Land song The MILLION FOR THOUSAND SEVEN HUNDRED & FIVE ENNES & TWENTY CIGHT CON rand (in words); R 25 CO11 705; 28- (in figures),

K6, 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:	·	IS.
Signature(s)	(Gy)	
Name(s)	JACOB LAMO DUNG WANE SERVICE	
Capacity	JU MANAGING MEMBER	·····
	JR SERWELE APHINSIS PROJECT JU (Name and address of organisation) f Witness APRAM MONISE ALLE	JI PA DU PLESSIS ÅVENU NORKEM PARK 1619
Date $\frac{D}{C(2.01)}$	I in	
		81

ACCÉPTANCÉ

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 Pricino 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 abové.

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. KURHULENIMETROPOLI

2013

FOR THE EMM:

Name(s)

Capacity

Signature(s)

Makgosi

EKURHULENI METROPOLITAN MUNICIPALITY (Name and address of organisation)

er Tren Name and stonature of witness Date

SCHEDULE OF DEVIATIONS

Notes:

1.	The e	xtent of deviation	is from the bid do	cuments issue	d by the Er	mployer prior	to the bid	closing	date is
		d to those permitt						•	

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	·
1	Details	
2	Subject	MUNICIPALITY
i	Details	22-01-2013
3	Subject	
	Details	PUMZATWAYISE
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.

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FOR	the Bidi	DER;					
Signa	ture(s)						
Name	(s)			i			
Сара	city			!	_ .		
	•			:			
	 	ĺ	(Na	ame and addre	ess of organis	ation)	



83

Name and signatur		
FOR THE EMM		
i i i		
Signature(s)		
Name(s)	·······	
Capacity		
	EKURHULENI METROPOLITAN MUNICIPALITY (Name and address of organisation)	
Name and signatur		
:	Date	
:		
	EKURHULENI METROFOLINI MUNICIPALITY	
	EKURHULL MUNICIPAL	
	22-UT- DEBOFFICE	
	EKURHOMUNICHT 22-01-2013 TENDER OFFICE PUMZA TWAYISE	
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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 co	ntract Pre-Tender information are applicable to this Contract:		
Clause	22-01-201		
42.1.1	2 2 -01 - 2013 The Employer is the Ekurhuleni Metropolitan Municipality TENDER OFFICE TENDER OFFICE Physical address: Postal address: Ekurhuleni Metropolitan Municipality TENDER OFFICE PUMZA TWALL Postal address: Ekurhuleni Metropolitan Municipality		
·	C/o Cross & Rose Streets GERMISTON		
. 1	GERMISTON 1400		
	1400		
1	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:		
1	Telephone: (011)		
	Fax: (011)		
1	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.		
1	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. No Fixed price contract.
42.4.7.	Details of changes made to the provisions of JBCC standard documentation :
42.4.1. 7:	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 (Ac
	85 of 1993), hereinafter referred to as 'the Act', that the following arrangement
	and procedures shall apply between them to ensure compliance by the
	Contractor with the provisions of the Act:
i l	(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 Employe shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to hi undertakings as described in paragraphs (i) and (ii) above, which step 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 of 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 of criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of thi 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 Regulation 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 86



			 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. (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
-	Clause		been in default have been rectified."
-∱~	10, 11,	12	CLAUSE 12 ADD THE FOLLOWING:
			 "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 - (i) Contract Works Insurance; (ii) Public Liability Insurance; (R5 000,000.00) (iii) A Coupon for Special Risk Insurance (SASRIA) issued by the South African Special Risk Insurance;
			in the name of the Contractor (including all Sub-Contractors) and Municipality's insurable interest must be noted in the policy.
			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.
			The Contractor shall effect and pay for any supplementary insurance, which in its own interest it may deem necessary.
			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.
			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.
			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."
	12		ADD THE FOLLOWING:
· · · · · · · · · · · · · · · · · · ·			"The Executive Manager Insurance & 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."
:	14		Security. Not Applicable:
•			The Form of Guarantee must substantially contain the wording of the document included as "Form of Guarantee", refer to Part C1.3.



- .

-		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 régistered 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	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:
		 An original letter from the banking institution to confirm full details of the bank account to the Council (Company name, account number) An original cancelled cheque (if applicable) 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
	31	Retention: Not Applicable
		The original certificate or a certified 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
	22-01-	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 PHODPHuman Settlements Development in the prescribed format. If the labour statistics ry are not submitted as requested, payment of invoices will be delayed until the labour statistics are received,
	New Clause	Bidders may submit bids for all three projects, but will not be appointed for more than one project
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PART(2: DATA PROVIDED BY THE CONTRACTOR

The following contract Post-Tender Information are applicable to this contract.

42.5.	The Contractor is The Contractor's address for receipt of communications is:			
.	Physical address:	Postal address:		
:		*****		
	*****	, , , , , , , , , , , , , , , , , , ,		
!		••••••		
-				
	Telephone:			



C1.3 FORM OF GUARANTEE NOT APPLICABLE	MUNICIPALITY
PRO FORMA	22-01-2013
CONTRACT NO.	TENDER OFFICE

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		- <u> </u>
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

	on this <u>i</u>	S WHEREOF this guarantee has been executed by	20
	As witnesse		
	1	Signature	
	2	Signature	
ĺ	Duly authoriz	ed to sign on behalf of	
		· · · · · · · · · · · · · · · · · · ·	
	·		
		EXURAULENI METROPOLITAN MUNICIPALITY 22-01-2013	
		ENI METROPO	
		EXURNULENTICIPALIT MUNICIPALIT 22-01-2013 22-01-2013 TENDER OFFICE TENDER OFFICE PUMZA TWAYISE	
		22-UT BOFFICE	
		TENDERTWATTE	
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C1.4	AGREEM	IENT IN	TERMS	OF TH	IE OC	UPATIO	NAL	HEALTH	AND	SAFETY	ACT,	1993	{ACT
NO 85 OF 1	<u>993)</u>] 											

THIS AGREEMENT r	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 I	MUNICIPALITY
and	2 2 -01- 2013
(hereinafter called "the Mandatory") of the other part, here	ein represented byTENDER OFFICE PUMZA TWAYISE
·	

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:

(i)

- (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:
 - 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.



- In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the abovementioned 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.
 - 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:

420 S 620 - 10 S

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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:

	DPC-11
SIGNED FOR	AND ON BEHALF OF THE ENTROPOLITY
WITNESS	AND ON BEHALF OF THE ENTRY 1 EKURHULEINICIPALITY 2 2 - 01 - 2013 1 22 - 01 - 2013 1 ENDER OF EICE TENDER OF EICE TENDER TWAY
NAME	1 DEELC
(IN CAPITAL	S) TENDER WAY
	PUMA
SIGNED FOI	R AND ON BEHALR OF THE MANDATORY:
WITNESS	1 ,
[
NAME	1
	+ 4

(IN CAPITALS)



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	e sigr	nature
appears below,	has been	đuly	authorised	to	sign	the	AGREEME	NT	in	terms	of	THE
OCCUPATIONAL	IEALTH AND	SAFET	Y ACT, 1993	3 (AC	:T 85 oʻ	f 1993) on behalf c	f				<u> </u>
						EK	URHULENI	METE	<u>30</u> p	OLITAN		
SIGNED ON BEHA	LF OF THE C	OMPA	<u>vY</u> :				MUNIC 2 2 -01	- MAL	ΙΥ		i 	
IN HIS/HER CAPAC	<u>CITY AS</u> :						TENDER	OFF(CE			
DATE :										`		
SIGNATURE OF S	IGNATORY	:										<u></u>
WITNESS	1		• • • • • • • • • • • • • • • • • • • •									
NAME (IN CAPITALS)	1											

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 bidded 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 bidded rate of the (same) item
Sum	:	An amount bidded 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.

i.			
ļ	mm	=	millimetre
:	m	Ξ	metre
	km	=	kilometre
	km-p	ass	kilometre-pass
	m²	=	square metre
	m²-pa	ass	square metre-pass
	ha	=	hectare



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M_3	=	cubic metre
m 3-1	km =	cubic metre-kilometre
k₩	j <u></u>	kilowatt
kΝ		kilonewton
kg	=	kilogram
t	, =	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
	-m =	meganewton-metre
PC	Sum	 Prime Cost Sum
Pro	w Sum	 Provisional Sum
ļ		

NB: PLEASE NOTE:

BID PRICES ARE TO BE FIRM.

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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.



$1 \cap$	
1pm	
11.2.	
	-

Signature of person authorised to sign bid documents

JACOB RAMODINIGUAVE SERVICIE

Name in block letters

TU MANAGINY MEMARA

Designation

Zilorizora

Date

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



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

	FIXED CONTRACT 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	
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 197.50	R8 197.50
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 732.50	R2 732.50
TOTAL (EXCLUDING VAT, ESCALATION, TRANSFER COSTS & BENEFICIARY ADMINISTRATION)	R62 847.50	
TOTAL (ROUNDED OFF) (EXCLUDING VAT, ESCALATION, TRANSFER COSTS & BENEFICIARY ADMINISTRATION)	R62 848.00	

CONSTRUCTION OF 169 SUBSIDIZED HOUSES TIMES (TOTAL R 10 621 312 00 ABOVE) EXCLUDING VAT, ESCALATION, TRANSFER COSTS & BENEFICIARY ADMINISTRATION

NB: PLEASE NOTE

- 1. 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.
- 2. BID PRICES MUST NOT EXCEED THE SUBSIDY AMOUNT OF R62 848.00. BIDS EXCEEDING THE SUBSIDY AMOUNT WILL BE REJECTED.
- 3. BID PRICES MAY BE LESS THAN THE SUBSIDY AMOUNT OF R62 848.00. PLEASE COMPLETE ALTERNATIVE BID COLUMN
- 4. PLEASE ONLY COMPLETE ONE OF THE TWO ABOVEMENTIONED COLUMNS NOT BOTH. IF BOTH COLUMNS ARE COMPLETED BID WILL BE REJECTED



(Ci	
Signature of person authorized to sign the bid docume	
TACOS LAMEDUNGUANE SELWERE Name in block letters	nt
JV MANAGING MEMBER Date 21/01/2013	_
Designation	- ·

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Department Name: HUMAN SETTLEMENTS

EKURHULENI METROPOLITAN MUNICIPALITY 22-01-2013 TENDER OFFICE

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

	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	
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 197.50	R8 197.50
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 732.50	R2 732.50
TOTAL (EXCLUDING VAT, ESCALATION, TRANSFER COSTS & BENEFICIARY ADMINISTRATION)	R62 847.50	
TOTAL (ROUNDED OFF) (EXCLUDING VAT, ESCALATION, TRANSFER COSTS & BENEFICIARY ADMINISTRATION)	R62 848.00	

CONSTRUCTION OF 169 SUBSIDIZED HOUSES TIMES (TOTAL ABOVE) EXCLUDING VAT, ESCALATION, TRANSFER COSTS & BENEFICIARY ADMINISTRATION

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.
- 6. BID PRICES MUST NOT EXCEED THE SUBSIDY AMOUNT OF R62 848.00. BIDS EXCEEDING THE SUBSIDY AMOUNT WILL BE REJECTED.
- 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



C:	£
Signature of	person authorized to sign the bid document
JACOB R.	AMONUNGWANE SEKWELE
Name in bloc	k letters
Designation	TING MEMBER Date 21/01/2013
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	~
	NETROPOLITA
.	EKURHULENI METROPOLITA MUNICIPALITY
	22-01-2013
	TENDER CTEICE PUMA
	PUM



Department Name: HUMAN SETTLEMENTS

EKURHULTEM METROPOLITAN MUNICIPALITY 22-01-2013 TENDER OFFICE PUMZA PANASS

Contract No: HS 01-2013

For: THE CONSTRUCTION OF 80 SUBSIDIZED HOUSES IN MAGAGULA HEIGHTS, KATLEHONG 2 CCA

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	
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 197.50	R8 197.50
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 732.50	R2 732.50
TOTAL (EXCLUDING VAT, ESCALATION, TRANSFER COSTS & BENEFICIARY ADMINISTRATION)	R62 847.50	
TOTAL (ROUNDED OFF) (EXCLUDING VAT, ESCALATION, TRANSFER COSTS & BENEFICIARY ADMINISTRATION)	R62 848.00	

CONSTRUCTION OF 169 SUBSIDIZED HOUSES TIMES (TOTAL R 5 027 840.00 ABOVE) EXCLUDING VAT, ESCALATION, TRANSFER COSTS & BENEFICIARY ADMINISTRATION

NB: PLEASE NOTE

- 9. 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.
- 10. BID PRICES MUST NOT EXCEED THE SUBSIDY AMOUNT OF R62 848.00. BIDS EXCEEDING THE SUBSIDY AMOUNT WILL BE REJECTED.
- 11. BID PRICES MAY BE LESS THAN THE SUBSIDY AMOUNT OF R62 848.00.

PLEASE COMPLETE ALTERNATIVE BID COLUMN

12. PLEASE ONLY COMPLETE ONE OF THE TWO ABOVEMENTIONED COLUMNS NOT BOTH. IF BOTH COLUMNS ARE COMPLETED BID WILL BE REJECTED

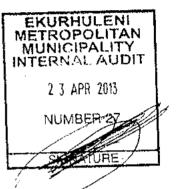


Signature of person authorized to sign the bid document JACOB CAMODUNG WANE Name in block letters Name in block letters <u>JV MANAGING MEMBER</u> Date <u>21/01/2013</u> Designation EKURHULENI METROPOLITA. 55-01- SU13 TENDER OFF. OUM

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HUMAN SETTLEMENTS DEPARTMENT

Ekurhuleni METROPOLITAN MUNICIPALITY

CONTRACT NUMBER: A-HS 03-2013

BID DOCUMENT

(IN COMPLIANCE WITH THE PREFERENTIAL PROCUREMENT REGULATIONS, 201+ PUBLISHED IN GOVERNMENT GAZETTE NO. 34350 OF 8 JUNE 2011)

THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDER'S 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	Name of Consulting Engineer, or if	Department:
Bid Office	in-house:	Section:
(Bid Initiation Section)	Dept / Division,	Region:
		Customer Care Centre,
68 Woburn Avenue	1	
BENONI	Human Settlements Department:	Human Settlements Department:
1501	Human Settlement Development	Human Settlement Development
	Benoni	Benoni
Private Bag X 65		
BENONI	Mr. J H Gertzen	
1500	Tel: (011) 999-6709	
	Fax: (011) 999-7518	Mr. A Mokgosi
Tel: (011) 999-6540/6567		Tel: (011) 999- 6705
Fax: (011) 999-7511		Fax: (011) 999-7518

NAME OF BIDDER (BIDDING ENTITY)	
(FULL NAME, i.e. (CC, (Pty) Ltd, Ltd,	
JV/CONSORTIUM, SOLE PROPRIETOR	
etc.)	4

TEL NUMBER

Metroprojects Development (Piy) Ltd 2012 209 1106

FAX NUMBER

: 086 646 5424

	EKURHULENI METROPOLITAN MUNICIPALITY	EKURAULENI METROPOCUTAN MUNICIPALITY	,
/	BEE VERGINGHEN - ATTACHED N HIMITACHED FINANCIAL SUMENENT - ATTACHED NO THEREND TAX OLEARANCE CENTRONIE - ATTACHED NOTHERED	2 3 -(4- 2013	
	TEBOHO RAMAKAU	TEBOHO RAMAKAU	, N.

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 <u>www.sars.gov.za</u>.

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.

- 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 (eig. 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 altempts 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	Ź. 2 .5	- DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (IF
	1	APPLICABLE)
FORM	2,2.6	- CERTIFICATE OF INDEPENDENT BID DETERMINATION
- FORM :	2 2.7	-DECLARATION FOR MUNICIPAL ACCOUNTS
FORM	22.8	-DECLARATION FOR MUNICIPAL ACCOUNTS WHERE BIDS ARE
		EXPECTED TO EXCEED R10 MILLION



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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 blds. This includes Company Profiles and CV's if not specifically requested

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DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

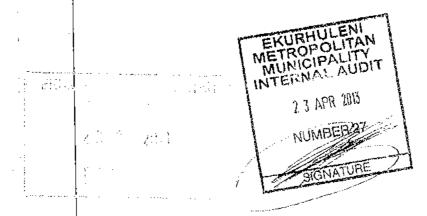
CONTRACT NO: A-HS 03-2013

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

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
chr Graham Road and cole street	0040
silver lakes 0081	
TELEPHONE NUMBER 012 809 (106	
FAX NUMBER 086 646 542	24
E-mail ADDRESS office @ metrop	rejects co. 2a / johane metroprojects co. 29
CONTRACT PRICE R 74 537 -76 (In	clusive of 14% VAT)
(Amount brought forward from the Form of Offer and A	(cceptance)*
Signed by authorised representative of the Bidding En DATE: <u>19 April 2013</u> • Should any discrepancy occur between this latter shall take precedence and apply.	lity:



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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

NB This list of con	tents indicates the <u>standard</u> sequence for the various parts of the Bid.
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	Purposes(YELLOW)	27
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	Form of Offer and Acceptance (YELLOW) Contract Data (YELLOW) Form of Guarantee (WHITE) Agreement in Terms of Occupational Health and (WHITE) Pareement in Terms of Occupational Health and (WHITE) PRICING DATA (WHITE) Pricing Instructions (YELLOW) Pricing Schedute (YELLOW) SCOPE OF WORKS (BLUE) Description of Works (BLUE)



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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 T1 BIDDING PROCEDURES

T1.1 BID NOTICE AND INVITATION TO BID

T1.2 BID DATA



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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

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

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 heid 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.

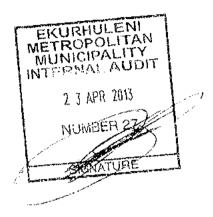
Bidders attention is specifically drawn to the provisions of the bid rules which are included in the bid documents. The lowest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid not suitably endorsed or comprehensively completed, as well as the right 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







HUMAN SETTLEMENTS DEPARTMENT

Ekurhuleni

METROPOLITAN MUNICIPALITY

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	Name of Consulting Engineer, or if	Department:
Bid Office	in-house:	Section:
(Bid Initiation Section)	Dept / Division,	Region:
		Customer Care Centre,
68 Woburn Avenue		
BENONI	Human Settlements Department:	Human Settlements Department:
1501	Human Settlement Development	Human Settlement Development
	Benoni	Benoni
Private Bag X 65		
BENONI	Mr. J H Gertzen	i I
1500	Tel: (011) 999-6709	
	Fax: (011) 999-7518	Mr. A Mokgosi
Tel: (011) 999-6540/6567	•	Tel: (011) 999-6705
Fax: (011) 999-751		Fax: (011) 999-7518

NAME OF BIDDER (BIDDING ENTITY) (FULL NAME, i.e. (GC, (Pty) Ltd, Ltd, JV/CONSORTIUM, SOLE PROPRIETOR		
etc.)	:	Metroprojects Development (Pty) Ltd
TEL NUMBER		012 809 1106
FAX NUMBER	:	0866465124



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 <u>www.sars.gov.za</u>.

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.

- 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.
- 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 FORM		- GENERAL DECLARATION - 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)
i.	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 property 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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	WUNICIPELITY

2 3 -04- 2013

TENDER OFFICE

SISANUR 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

SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY: Metroprojects Development (Pty) Ltd

PHYSICAL	STREET ADDRESS:	POSTAL ADDRESS:
Lombardy Busi	ness park	PO BOX 76374
Building 2, U	nit 32	Lynnwood Righte
<u>comer araham</u>	road & cole Street	00110
Silver Lakes d	0081	
TELEPHONE NUMBE	R : 012 809 1106	2
FAX NUMBER	086 646 5421	4
E-mail ADDRESS	office @ metroproje	cts.co.za /johanemetroprojects.co.za
CONTRACT PRICE	R 74 537-76 (I	Inclusive of 14. VAT)

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

J.

EKURHULENI METROPOLITAN INTERNAL AUDIT 2 3 APR 2013 NUMBER 27 VATURE



DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

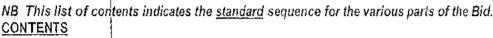
CONTRACT NO: A-HS 03-2013

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	contents indicates the <u>standard</u> sequence for the various parts of the	Bid.
i		PAGE(S)
THE BID		
PART T1:		7
T1.1	Notice and Invitation to Bid(WHITE)	8
T1.2	Bid Data(PINK)	10
PART T2:	RETURNABLE DOCUMENTS	26
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•	Contract(YELLOW)	60
THE CONTRAC	77	
PART C1	AGREEMENT AND CONTRACT DATA	80
C1.1	Form of Offer and Acceptance(YELLOW)	81
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PART C4:

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 DAITA



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T1.1 BID NOTICE AND INVITATION TO BID

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

EKURHULENI METROPOLITAN MUNICIPALITY

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

CONTRACT NO.: DESCRIPTION: DOC. FEE CLOSING DATE: A - HS 03/2013 The appointment of main building contractors to manage R2000.00 23 APRIL 2013 small community builders for the construction of approximately 9 966 subsidized houses from 01 July 2013 until 30 June 2016. 206

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 Gertzon 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.

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TELEFAX OR E MAIL BIDS ARE NOT ACCEPTABLE

MR. K. NGEMA CITY MANAGER EMM

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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:
	THE BID
	Part T1 Bidding procedures Part T1.1 Bid notice and invitation to bid Part T1.2 Bid data
	Part T2Returnable documentsPart T2.1List of returnable documentsPart T2.2Returnable schedules
	THE CONTRACT
	Part C1Agreements and contract dataC1.1Form of offer and acceptanceC1.2Contract dataC1.3Form of GuaranteeC1.4Agreement in terms of Occupational Health and Safety Act, 1993Part C2Pricing DataC2.1Pricing InstructionsC2.2Pricing SchedulePart C3Scope of Works
	C3 Scope of Works Part C4 Site Information C4 Site Information



Clause number	Data
F. 1.4 COMMUNICATION ND EMPLOYER'S AGENT	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
F.2.1 ELIGIBILITY	Only those bidders who have in their employ management and supervisory staff satisfying th requirements of the scope of work for labour intensive competencies for supervisory an management staff are eligible to submit bids.
	Only those bidders who are registered with the CIDB in a contractor grading designation equal to a higher than a contractor grading designation determined in accordance with the sum tendered for 8 GB class of construction work, or by a contractor who is registered as a potential emerginenterprise 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:
	(a) is satisfied that such a contractor has the potential to develop and qualify to be registered that higher grade; and
	 (b) ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract.
	Joint Ventures are eligible to submit bids provided that:
	(1) each member of the joint venture is registered with the CIDB,
	(2) the lead partner has a contractor grading designation in the 7 GB class of construction wo and
	(3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (according to the CIDB website Joint Venture Gradin Designation Calculator) is equal to or higher than a contractor grading designation determine in accordance with the sum tendered for a 8 GB class of construction work.
F.2.7	The arrangements for a compulsory information session:
CLARIFICATION MEETING	Uccation: BOARDROOM 127, FIRST FLOOR, 29 LAKEVIEW CRESCENT, and KLEINFONTI LAKE OFFICE PARK, OFF PIONEER ROAD, BENONI.
	Date: WEDNESDAY, 03 APRIL 2013. Starting time: 10:00
F.2.12 ALTERNATIVE TENDER OFFERS	The present subsidy quantum available to construct a top structure is R66 533.00 excluding V escalation, contingencies, transfer costs & beneficiary administration, including a 15 perceptotechnical allowance of R8 823.75
	Bidders must please take note that the funds available in the subsidy quantum for a top structur fixed amounts and bids exceeding the subsidy quantum of R66 533.00 (excluding VAT, escalat contingencies, transfer costs, beneficiary administration, including 15% geotechnical allowance be rejected. In the case of an official increase in the subsidy quantum, the submitted rates will increased accordingly.
	Calculations, drawings and all other pertinent technical information and characteristics as well

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Clause number	Data
	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.
	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.
	The modified Bid Data must include an amount equal to 5% of the amount bidded for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.
F.2.13.1 SUBMITTING A TENDER OFFER	Bidders may not offer to provide any of the parts, or combinations thereof, of the works, services or supply identified in the contract data. Work will be distributed evenly amongst the appointed service providers. Bidders shall be appointed on a rotation basis during the period of the contract.
F.2.13.3 SUBMITTING A	The <u>whole original</u> bid document, as issued by the EMM, shall be submitted. No copies will be accepted.
TENDER OFFER	Bids may only be submitted on the Bid documentation issued by the EMM.
F.2.13.5 SUBMITTING A	The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are:
	Location of bid box: Bid box number THIRTEEN (13)
	Physical address: Finance Head Office Building
	Ground Floor
, ; ; ; ;	68 Woburn Avenue
	Benoni
	Identification details: Contract Number: HS 03- 2013
	THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNIT BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSE FROM 01 JULY 2013 UNTIL 30 JUNE 2016
F.2.15	The closing time for submission of bid offers is:
CLOSING TIME	10:00 on TUESDAY, 23 APRIL 2013
	Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.
F.2.16	The bid offer validity period is 120 days
TENDER OFFER VALIDITY	



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Clause number	Data				
F.2.18 The bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staft that will be employed to supervise the labour-intensive of the works together with satisfactory evidence that such staff members satisfy the editability requirements. F.2.19 INSPECTIONS Access must be provided for the following inspections, tests and analysis: Concrete mix for the together staff. F.2.19 INSPECTIONS Access must be provided for the following inspections, tests and analysis: Concrete mix for the together start of the construction of the houses. ANALYSIS F.2.23 The bidder is required to submit with his bid. CERTIFICATES (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 Bread-Based Black Economic Empowement Act, Act No. 53 of 2003, a criftical issued by a registered auditor, accounting officer(as contemplated in section 6)(4) of the Close Corporation Act, Act No.69 of 1984) or an accredited verification agency, in compliance with the requirements of 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; (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; (2) In order to obtain B-BBEE status Level points in te					
number Data F.218 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 pdfton of the works together with satisfactory evidence that such staff members satisfy the elipibility requirements. F.2.13 Inspections, Access must be provided for the following inspections, tests and analysis: Concrete mix for the tests and analysis of the works together with his bid. CERTIFICATES Access must be provided for the following inspections, tests and analysis: Concrete mix for the test of the test of the provisions of the provisions of an access and the provision of the works together is an exempted Micro Enterprise (EME) in terms of the provisions of regulations (20 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 officiers contemplated in section 50(4) of the Close Corporation Act, Act No.69 of 1984) or an accredited verification agency, in compliance with the requirements of Regulations, 2011; (2) In order to obtain B-BBEE Status Level points in terms of the Broad-Based Black Economic Empowerment Act, Act No. 53 of 2003, a original and valid B-BBEE status level verification or actified copy thereof, substantiating its B-BBEE status level verification carefield copy thereof, substantiating its B-BBEE status level verification carefield copy thereof, substantiating its B-BBEE status level verification accellate and valid B-BBEE status level verification carefield copy thereof, substantiating its B-BBEE statits level verification acentified copy thereof, substantiating i					
F.2.23	The bidder is required to submit with his bid.				
CERTIFICATES	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 Procuremen				
	 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; (3) A valid original Tax Clearance Certificate or copy thereof, issued by the South 				
	statements audited or independently reviewed in compliance with the requirements of the Companies Act ,Act No.71 of 2008, or any other law, audited o 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				
	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 pas- three (3) years in which case all of its annual financial statements must be				
	(7) 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.				

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	 (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 (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.
F.3.4	The time and location for opening of the bid offers are:
OPENING OF	Immediately after the closing time for submission of bid.
BID	Location: Conference Room
SUBMISSIONS	Ground Floor
	EMM Finance Head Office
	68 Woburn Avenue
	BENONI
F.3.5	A two-envelope procedure will not be followed.
TWO- ENVELOPE SYSTEM	
F.3.9	Replace the contents of the clause with the following:
3.9.1 ARITMETICAL ERRORS	"Check responsive tender offers for arithmetical errors, correcting them in the following manner:
	a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
	b) If bills of quantities/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.
: !	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.
	Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above."
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 E 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 will any one of the peremptory bid conditions as detailed on page 2 of this bid document, shall n be considered and shall automatically be rejected.



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F.3.18 PROVIDE COPIES OF THE CONTRACTS	he number of paper copies of the signed contract to be provided by the Employer is: 3 Three)	
ADDITIONAL CONDITIONS APPLICABLE TO THIS BID	 he additional conditions of bid are? 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. 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. 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 & 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 The highest scoring bidder's price as quoted in the bid document will be offered to the HOD Human Settlements Development.: The EPWP format must be used and care 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 Settlement 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. 	sy eeee ontren
	 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) NB: If PART T2 is not completed in full by the bidder, this offer will be rejected. 	
	The approximate 9 966 subsidized houses will be constructed in different townships Ekurhuleni Metropolitan Municipality. The employer reserves the right to add more houses different townships and Regions during the term of the contract	

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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 GIDB web page (cidb.org.za).

F.1 General

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F.1.1 Actions

Note:

- 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.
 - (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 conflidence 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;
 - i) 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 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



- fraudulent practice means the meropresentation of the facts in order to influence the tender process or the award of a contract adsing from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- 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 iname 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 imay 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

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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 is 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.
- F1.6.2.3 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

Tenderel's 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

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- 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.
- F1.6.3.2.2 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 quaiifying 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.



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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 [fax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
- F2.10.2. Show VAT payable by the Employer separately as an addition to the tendered total of the prices.
- F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data
- F.2.10.4, State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

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 barts 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 jevaluation 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 tays 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 venturo 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
 - 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 tencerers 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 instabily disquality 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.

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F.3.11.2 Method 1 Financial offer

In the case of a financial offer:

- a) Rahk 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) Refrank all tenderers should there be competiing and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are competing
 - 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: NFC 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 competing 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 formuta:
 - Tev ≏ NFo + Na
 - where: Nro is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 - No 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 competing 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:

- 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:

 $T_{EV} = N_{PO} + N_{P} + N_{O}$



whore:

 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_0 is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

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 i 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

c)

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.

 \dot{W}_{t} 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 + (P - Pm)) Pm	A = P / Pm
2	Lowest price or percentage commission/fee	A = (1 - (<u>P - Pm)</u>) Pm	A = Pm/P
:	is the comparative offer of the most favourable te s the comparative offer of tender offer under cons		

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:

$N_{\Omega} = W_2 \times S_0 / M_S$

where: So is the score for quality allocated to the submission under consideration;

Ms is the maximum possible score for quality in respect of a submission; and

 $W_{\rm 2}$ 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

a)

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

F.3.14

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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 appoint of addenda issued during the tender period,
 - C}
- inclusion of some of the returnable documents, F.3.14.2

other revisions agreed between the employer and the successful tenderer, and Complete the schedule of deviations attached to the form of offer and acceptance, if any.

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 after the date of the employer's signing of the form of after the date of the employer's signing of the form of after the date of the employer's signing of the form of after the date of the employer's signing of the form of after the date of the employer's signing of the form of after the date of the employer's signing of the form of after the date of the employer's signing of the form of after the date of the employer's signing of the form of after the date of the employer's signing of the form of after the date of the date of the employer's signing of the form of after the date of the date after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any) deviations, if any).

F.3.16 F.3.16.1

F.3.15

Notice to unsuccessful tenderers

- Notify the successful tenderers one copy of the form of offer and acceptance before the employer's acceptance of his tender offer by completing and returning tender 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 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 consisted.

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 after under 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 pot in the public information to be derived to of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudge the legitimate commercial interests of tenderer or minit and which is considered to prejudge the legitimate commercial interests of tenderers or might prejudice fair competition between



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 bidde	r must complete i	he following returnable documents.
T2.1		SCHEDULES REQUIRED FOR BID URPOSES
T2.2		IENTS REQUIRED FOR BID URPOSES
T2.3 ·	RETURNABLE	SCHEDULES THAT WILL BE INCORPORATED ACT
T2.4	OTHER DOCUN	MENTS THAT WILL BE INCLUDED IN IT

NOTE:

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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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CONTENTS	PAGE(S)
FORM 2.1.1: SCHEDULE OF CONSTRUCTION PLANT	
FORM 2.1.2: SIZE OF ENTERPRISE AND CURRENT V	VORKLOAD
FORM 2.1.3: STAFFING PROFILE	
FORM 2.1.4: PROPOSED KEY PERSONNEL	
FORM 2.1.5: SCHEDULE OF PREVIOUS WORK CARF	RIED OUT BY BIDDER
FORM 2.1.6: FINANCIAL ABILITY TO EXECUTE THE F	PROJECT
FORM 2.1.7: JOINT VENTURE/CONSORTIUM AUTHO	95 RITY
FORM 2.1.8: - SCHEDULE OF PROPOSED SUB CONTI	RACTORS
FORM 2,1.9: FINANCIAL REFERENCES (not required if	CIDB grading applies)
FORM 2.1.10 , DETAILS OF ALTERNATIVE BIDS SUBMIT	17ED
FORM 2.1.11 - AMENDMENTS & QUALIFICATIONS BY BI	IDDER
FORM 2.1.12 LABOUR ENHANCED METHODS: PROP BIDDER RESULTING IN DEVIATIONS F	

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FORM 2.1.1 SCHEDULE OF CONSTRUCTIONAL PLANT

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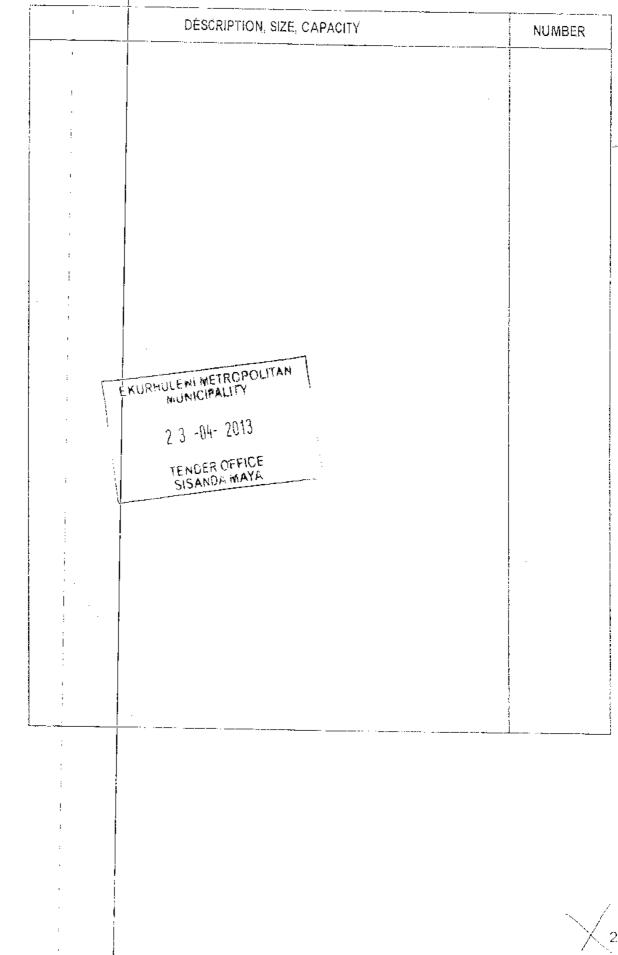
The Bidder shall state below what Constructional Plant will be available for the work should he be awarded the

DESCRIPTION, SIZE, CAPACITY	NUMBER
CAT, TLB'S	2
6 m ³ Tipper Trucks EKURHULENIMETROPOLITAN MUNICIPALITY	
Tractor and trailer	
LDV 23-04-2013	4
3 TON TRUCK	
CUTUTECE MILES	3
Poker vibrators	ļ Ц
Power floats	4
Hand tools (various quantities and tools to be issued to appointed small local sub contractors)	
Bornag compectors	
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FORM 2.1.2

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SIZE OF ENTERPRISE AND CURRENT WORKLOAD

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 prough)

30

Description	Address	Area (m²)
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SMME STATUS - (COMPULSORY)

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

Provide details on the following

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Sector/Sub-Sector in accordance with the	
Standard Industrial Classification	······
Total Full-time Equivalent of paid Employees	EKURHULENI MEIROPOLITAN MUNICIPALITY
fotal Annual Turnover	2 3 -04- 2013
Size or Class (Medium, Smail, Very Smail, Micro)	TENDER OFFICE



List your current contracts and obligations:

1

Description	Value (R)	Start date	Duration	Expected completed date
ļ	·			
:				
ĺ				
:				
1	~			
Do you have the capacity to	supply the goods and servic	es described	in this bid, s	hould the contract b
awarded to you? Nes				

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 s	staff: geno	der and race	Number of staff
	I		······································
	i		
	:		
	i		
	!		
	I		
			1
taff	to be em	bloyed for the project: gender and race	Number of staff
	i		
			· -
	I		
	,		
	1 2 4	WE HUNE HALTY	
	:	2 3 -04- 2013	
		SISANUA MAYA	

FORM 2.1.4 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.



	: I NAME O	i F		SUMMARY O	F			`-]	
DESIGNATION	(i) NOMI (ii) ALTE	NEE	NATIONA LITY:	QUALIFICA T-IONS	EXPERIENCE OCCUPATION	AND	PRESENT	NQF 7 Certified	
	 .	1						Yes/No	
HEADQUARTERS Partner/director	The Clos		1363						
annonundotor	:								
	:								
	Ì								
	i								
Project manager	, ,								
7 3	:								
	I								
	İ								
<u> </u>	-								
Other key staff (give									
designation)									
	1								
CONSTRUCTION									
MONITORING Site Agent									
J.									ī.
		1							
Engineer on Site									
Construction									•
supervisor (give designation)									
Other key staff (give									
(946 designation)									
	1								
								32	
IIVE FOR JUSTICE							<u>.</u>		ñ.

FORM 2.1.5 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

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
		ц		' <u></u>
				-
				-
	ERUEMULEAD OFTQOPC	ULTAN		
	2 3 -04- 2013			
	TENDER OFFIC	μ. (Α		3

				中央自己的国际网 開	TRAPOLIAN NGAN
ORM 2,1.6	L FINA	NCIAL ABILITY TO EXECU	ITE THE DOA ICOT	WUNICIP	inati _{an} t i i
		will provide if the bid is awar		2 3 -04-	2013
		AMOUNT		TENDER SISAND	OFFICE
: Vhich of the f	ollowing institutions	will provide surety?		<u> </u>	
 Bank r 	egistered in terms o	f the Bank Act 1990 (Act 94	of 1990): <u>Stanclairc</u>	X Bank OF SOUL	h Arnica
		_			
 Insural 	nce Company regist	ered in terms of the Short T	erm Insurance Act 199	98 (Act 53 of 1998):	_
• Cash:_	· · · · · · · · · · · · · · · · · · ·				
		on the project in terms of sul			_
schedules to	the Employer The	below cash flow is b	<u>axea on a projec</u>	<u>t 6120 of 500 ur</u>	าเปร
	the Employer The	Amount (VA	T included)		
Month no	the Employer The a Received			Cumulative cash	
	a	Amount (VA	T included) a – b	Cumulative cash	
Month no	a	Amount (VA	T included) a – b	Cumulative cash	
Month no 1 2	a	Amount (VA	T included) a – b	Cumulative cash	
Month no	a	Amount (VA	T included) a – b	Cumulative cash	
Month no	a	Amount (VA	T included) a – b	Cumulative cash	
Month no 1 2 3 4 5	a	Amount (VA	T included) a – b	Cumulative cash	ענג
Month no	a	Amount (VA	T included) a – b	Cumulative cash	
Month no	a	Amount (VA	T included) a – b	Cumulative cash	nts :
Month no 1 2 3 4 5 6 7 8	a	Amount (VA	T included) a – b	Cumulative cash	
Vonth no 1 2 3 4 5 6 7 8 9	a	Amount (VA	T included) a – b	Cumulative cash	nts
Month no 1 2 3 4 5 6 7 8 9 10	a	Amount (VA	T included) a – b	Cumulative cash	ητς
Month no	a	Amount (VA	T included) a – b	Cumulative cash	ηιτς
Month no 1 2 3 4 5 6 7 8 9 10 11 12	a	Amount (VA	T included) a – b Net cash flow	Cumulative cash flow	

h

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

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

34 -) (7) -

36 Prinsloo Name : Mr

ï

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 nd enterprise		EXURHULENI METROPOLITAN MUNICIPALITY
	%	2 3 -04- 2013
Full Name and address of 3rd enterprise		TENDER OFFICE SISANDA MAYA
	%	

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

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FORM 2.1.8

SCHEDULE OF PROPOSED SUBCONTRACTORS

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.

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)	251. / Unit	Locally sourced	1=10 panus
Plumbing	12:1. / unit	LOCAL appointment	1= 10 points
Carpentry	10%./unit	Local appointment	1= 10 points
Painting	<u>47./unit</u>	Local appointment	1=10 points
Total % of contract sub-	517.	Then provertage relate of a heasing with one 25% of the fetal co	to the television acayton

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

It is commonplace in the developments of Metroprojects 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 rentities 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



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FORM 2,1.9 FINANCIAL REFERENCES

DETAILS OF BIDDING ENTITY'S BANK

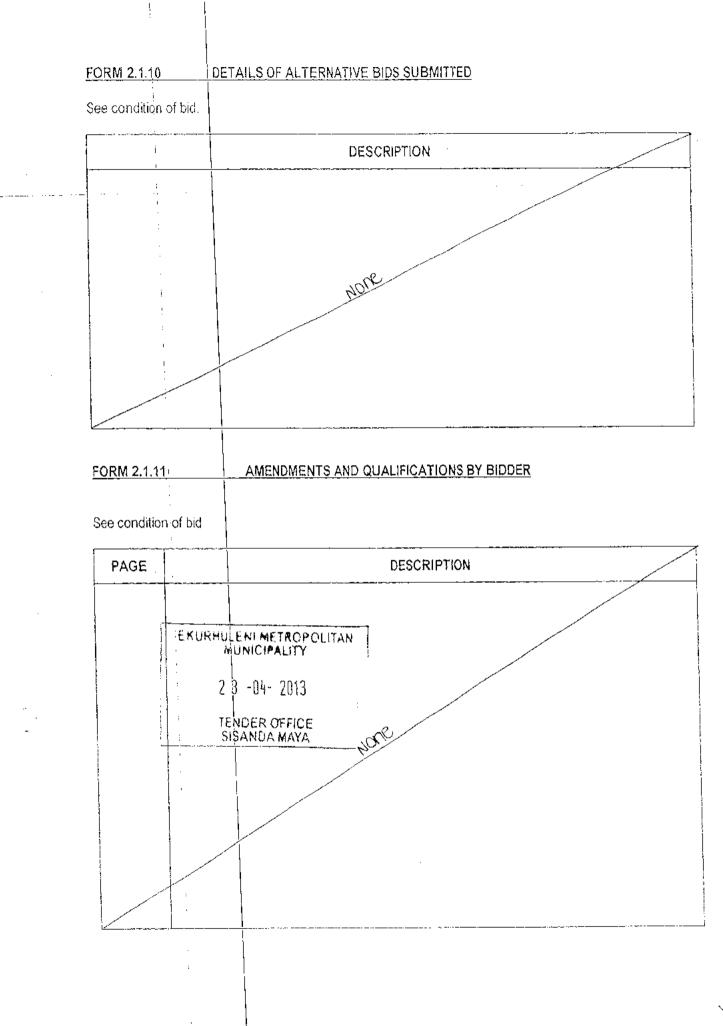
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If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

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 DETAIL	ETAILS 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	EKURHULENI METROPOLITA MUNICIPALITY
Bidder's VAT vendor registration number:	2.304-2013
Bidder's SARS tax reference number:	TENDER OFFICE SISANDA MAYA





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FORM 2.1.12	ABOUR-ENHANCED METHODS: PROPOSED PLANNED ACTIONS O	
: <u>R</u>	ESULTING IN DEVIATIONS FROM SPECIFIED WORK	F BIDDER

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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 2.2.2	GENERAL DECLARATION	43
FORM 2.2.3	DECLARATION OF INTEREST	45
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FORM 2.2.6	CERTIFICATE OF INDEPENDENT BID DETERMINATION	53
FORM 2.2.7	DECLARATION FOR MUNICIPAL ACCOUNTS	56
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 <u>www.sars.gov.za</u>.

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.

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: Regulsite Documentation of the lattached proposal.



NAME OF BIDDING ENTITY METROPTOJECTS DEVEROPMENT (PEY) Ltci

FORM 2.2.2 GENERAL DECLARATION:

IWe, 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, 1 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.
- (I) declate 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 EKURHULENIMETROPOLITAN supplies/services described in the attached documents? MUNICIPALITY (Tick applicable box) 2 3 -04- 2013 YES NO TENDER OFFICE SISANDA MAYA If YES the following information must be supplied.

The name(s) of the other Bidder(s) involved ...N.I.A a. 2. The full details of the Bidder(s) participation N/A declare that all of the information furnished is true and correct (p) Signed at Piret Oria this 19 day of April 20.13 Name of Authorised Person: Johan Vorster Authorised Signature:_ tri Name of Bidding Entity: Metroprojects never protect (Pty) Ltd Date: 19 April 2013 As witness: Auines 1. EKURHULENI METROPOLITAN MUNICIPALITY 2 3 -04- 2013 TENDER OFFICE SISANDA MAYA

NAME OF BIDDING ENTITY MELIOPROJECIS DEVELOPMENT (PLY) LUC

FORM 2.2.3 DECUARATION OF INTEREST

- 1. No pid will be accepted from persons in the service of the state¹.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of 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 Nell Cleany and Punki Elvis Malakoan
 - 3.2 Identity Number if applicable
 - 3.3 Position occupied in the Company (director, trustee, shareholder2): Directors.
 - 3.4 Company Registration Number: 2001 /029739/07
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:

1MSCM Regulations: "in the service of the state" means to be – (a) a member of –

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

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



EXURNULENI METROPOLITAN

2 3 -04- 2013

TENDER OFFICE

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

. <u></u>	3.8 A	re you prese	ntly in the service of the (Tick applicable bo		YES NO
	3	.8.1 If yes, fu	mish particulars. MIA.	•••••••••••••••••••••••••••••••••••••••	
	, Ļ				
	3.9	Have you be	en in the service of the (Tick applicable bo	state for the past twelve montl ox)	TS?
		3.9.1 If yes,	furnish particulars. <u>N//</u>	A	
	3.10			e family member, partner or ass ate and who may be involved	sociate)
			luation and or adjudicat (Tick applicable b	tion of this bid?	YES NO
		3.10.1 If ye	s, furnish particulars.		
	3.11	between ar	y other bidder and any	(close family member, partner persons in the service of the s	
			(Tick applicable	t or adjudication of this bid? box)	YES NO
		3) 11.1 If ye	s, furnish particulars		.,,
	3.12		he company's directors		
		principie sr 1	arenoiders or stakenok (Tick applicable	ders in service of the state? e box)	YES NO
EKURHU METROPO MUNICIP			es furnish particulars	relation of the second s	
INTERNAL 23 AP			AL EKURHULENIMETRI MUNICIPALI	ΤΥ	
NUMB	ER-27		2 3 -04- 20 TENDER OFFI	:	
Printer Story	TURE	from the second se	SISANDA MA	YA	46

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	Are any spouse, child or paren trustees, managers, principle s in service of the state? (Tick applica	hareholders or stakeholde		
	3.13.1 If yes, furnish particula			<u> </u>
3.14 4. Fu	Do you or any of the directors, principle shareholders, or stak have any interest in any other business whether or not they a (Tick applic 3.14.1 If yes, furnish particula N/A	eholders of this company related companies or are bidding for this contract cable box)	L YES NC	
	Full Name	Identity Number	State Employee Number	
P	unki Elvis Malakoane	······································	N/A	4
Je	effrey Neil Cleany		J/A	
·		EKURHOLE	MMETROPOLITAN	

EKURHIJLEN METROPOLITAN MUNICIPALITY
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TENDER OFFICE





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CERTIFICATION

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

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

19 April 2013

Date

Metro projects Development (PW) Ltd

Name of Bidding Entity

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



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

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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.

- 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 crder to give effect to the above, the following questionnaire must be completed and submitted with the bid.

4.1	Question 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 audi alteram partem rule was applied). EKURHULENI METROPOLITAN MUNICIPALITY	Yes Yes	No №
4.1.1	If so, furnish particulars: 2 3 -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, <u>www.treasury.gov.za</u> , 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	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	'Yes □	
4.3.1	NIA		

ilem 4.4		es No
4.4.1	If so, furnish particulars:	 لا إ
	N/A	
4.5	Was any contract between the bidder and the municipality / municipal Y 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?	és No
4.7.1	If so, furnish particulars:	
	NFA	
l		

CERTIFICATION

Johan Vorster

1, THE UNDERSIGNED (FULL NAME) Johan Voister CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

Sighature

General Manader Position

> EKURHULENIMETROPOLITAN MUNICIPALITY

> > 2 3 - 64 - 2013

TENDER OFFICE

19 April 2013 Date

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)

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)

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.

ALM

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)

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



YES NO

YES	NO
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	2 3 -04- 2013	
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TENDER OFFICE SISANDA MAYA

non-compliance or dispute concerning the execution of such contract? YES NC (Tick applicable box) 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 VOISTEY 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. 19 April 2013 Sighature Date Metroprojects Development (Pty) Ltd beneral Manage Name of Bidder Position EKURHULENI METROPOLITAN MUNICIPALITY 3 -04- 2013 *TENDER OFFICE* SISANDA MAYA

Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material



3.

NAME OF BIDING ENTITY METO Projects Development (Pty) Ltd

FORM 2.2.6 CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Form "2.2.6" must form part of all bids1 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).² 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;
 - 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:

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

² 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
i	2 3 -04- 2013
	TENDER OFFICE SISANDA MAYA

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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:

2 3 -04- 2013

TENDER OFFICE SISANDA MAYA 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: <u>Metroprojects</u> <u>Development</u> (Pty) Lto 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;
- 1 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, agraement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

EKURHULENIT ventue of Combining EKURHULENITER 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.
- 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 penalities 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

19 April 2013 Date

General Manager Position Metroprojects levelopment (Pty) Ltd Name of Bidder

> EXURHULENI METROPOLITAN MUNICIPALITY 2-3-114-21113 TENDER OFFICE SISANDS MAY



NAME OF BIDDING ENTITY MELLOPROJECTS DEVELOPMENT (PLy) Ltcl

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:

:	M	unicipality	Account number
······	•••••		•••••••••••••••••••••••••••••••••••••••
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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	V
Other (Please specify)	

Signed at Pretorial this 19 day of April 2013

Name of Duly Authorised Signatory: (Please print) Johan Vorster

Authorised Signature: EKURHULENI METROPOLITAN MUNICIPALITY As witness: 1 asha 2 2 3 -04- 2013

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NAME OF BIDDING ENTITY METROPROJECTS DEVELOPMENT (PTU) Ltol

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 <u>completed by ALL bidders in cases where the value of the</u> <u>transaction is expected to exceed R10 million (VAT included).</u>

- (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

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

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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	\checkmark
Other (Please specify)	

Signed at Precoria this 19 day of April 2013

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

Authorised Signature As witness: 1... GG2

EKUR	HULENI METROPOLITAN MUNICIPALITY
	2 3 -04- 2013
	ENDER OFFICE SISANDA MAYA



EKURHULENI METROPOLITAN MUNICIPALITY DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

CONTRACTINO: 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

<u>72.3 RETU</u>	IRNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT	
CONTENTS		PAGE(S)
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
FORM 2.3.4	GENERAL INFORMATION	7 2



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	V
	NO	

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2 Proposed approach to achieve compliance with the Regulations

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(Tick)

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Own resources, competent in terms of	f the Regulations (refer to 3 below)	
Own resources, still to be hired and/or	trained (until competency is achieved)	
an independant safety con site safety files site safet audits Audit reports will be s basis, or as required Nexus the Occupational Health's safe	ipetent) - specify: Envices of Nexus SHE Consultant isultant, for the preparation of y meetings and fortnight safet submitted to EMM on a monch will ensure that all work complies ty hat and in accordance with ider ns, competent in terms of the Regulations,	y y with ntified lisk area6.
Contract team as specified in the Regu		
Nexus she consultants		EXURHULENI METROPULI MUNICIPALITY
·		TENDER OFFICE SISANDA MAYA
Provide details of proposed training (if Qualified safety representative	any) that will be undergone: (S and first aider S will be emply	
iosal community if availabl	le identified individuals will be	offered the
opportunity to attend first	st aid courses.	
Potential key risks identified and meas	vz., 199999,	

- · Concrete/Mortar (General) / See Full risk
- · Loading & Unloading of Vehicles by hand > assessment attached.
- . Material Handling / Stacking / Storage
- · Placing of Concrete
- · Plasteri
- · Handling of heinforcing St

i, have fully included in my bidded 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	
NO	

SIGN	ATURE OF	PERSON(S) AUTHORISED TO SI	GN THIS BIL	D:	
1		L / b.t.	ID NO:		
2			ID NO:		
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FORM 2.3.2 RECORD OF ADDENDA TO BID DOCUMENTS

ı.

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	04/04/2	2013	Confirmatory notes of compulsory site/clarification meeting
2			
3			
4	1		
5			EKURHULENI METROPOLITAN MUNICIPALITY
6			2 3 -04- 2013 TENDER OFFICE SISANDA MAYA
7		/	Siskingrinden
8	:		
9			
10	12		
Attac	h additional pag	ges if more sp	ace is required.
	2		19 April 2013
Sign	ature of Author	zed person:	Date:
Nan	_{le: Johan}	Vorstev	Position: GENERAL Manager

FORMI2.3.3 ADJUDICATION OF BIDS

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 aquiring, 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. <u>EMPHASIS</u> will be placed on the following:

- Experience in the relevant technical field
- Expérience 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



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 aforestated written request shall result in the rejection of the bid.

8. The bidder <u>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 <u>last page</u> 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</u>

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 <u>www.sars.gov.za</u>.

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 <u>www.sars.gov.za</u>.

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

i

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

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. **GENERAL** CONDITIONS 1. The following preference point systems are applicable to all bids: 1.1 the 80/20 system for requirements with a Rand value of up to R1 000 000 (One Million Rand) (all applicable taxes included); and ſ 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: Price: and (a) B-BBEE Status Level of Contribution. (O) (C) 1.3.1 The maximum points for this bid are allocated as follows: POINTS PRICE 1.3.1.1 90 B-BBEE STATUS LEVEL OF CONTRIBUTION 1.3.1.2 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; "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the 2.2 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 \$(1) of the Broad Based Black Economic Empowerment Act; 26 "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;

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- 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:

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$
 or $Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$

Where

Ρs	Ξ	Points scored for comparative price of bid under consideration
Ρt	=	Comparative price of bid under consideration
Desire	-	Comparative price of towart accortable hid

Pmin = Comparative price of towest 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 biddler 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)
4	10	20
2	9	18
3	8	1ô
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:
 (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 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). SUB-CONTRACTING Will and portion of the contract be sub-contracted? YES/WO (delete which is not applicable) 8.1.1 If yes, indicate: (i) what percentage of the contract will be subcontracted? (ii) the name of the sub-contractor? LOCAL SMD CONTRACTING (iii) the name of the sub-contractor? LOCAL SMD CONTRACTING (iii) the B-BBEE status level of the sub contractor? (iii) the B-BBEE status level of the sub contractor? (iv) whether the sub-contractor is an EME? YES/MO (delete which is not applicable) DECLARATION WITH REGARD TO BIDDING ENTITY 9 DECLARATION WITH REGARD TO BIDDING ENTITY 9.1 Name of bidding entity. 2001/02/9739/07 1 Name of bidding entity. 2001/02/9739/07 1 YPE OF ENTITY [TickAPPLICABLE BOX] 2 PartnershipUloint Venture / Consortium One perion business/sole proprietor Close opporation Company Trust Conter (specify) 2 Other (specify) 2 CLASS FICATION [EXUMPLICEM METROPOLITION Manufaquirer Supplied YENDER OFFICE Other service providers, e.g. transporter, etc.
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 Other service providers, e.g. transporter, etc. 9.7 MUNICIPAL INFORMATION Municipality where business is situated TSb.Ware / Klerkscharp / kwa Zulu Nata 1
Municipality where business is situated TShWare / Klerkschorp / KWar Zuliu Natur
Municipality where business is situated TShWare / Klerkschorp / KWar Zuliu Natur
wurkupany where pushess is situated
E OROLIOTOR BOROLOS BUIDONOS
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 company
Date that commenced business, if different to date of registration_(989
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
are posito ordined, valor on the propert starta rever or contribution indicated in periodial in

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of the foregoing certificate, qualifies the bidder for the preference(s) shown and 1 / 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:

Aunto

SIGNATURE(\$) OF BIDDER(S)

DATE: 19 April 2013 Lombardy Business Park ADDRESS: Building 2, Unit 32 Chr Graham Road and

> Cole street Silver Lakes

:	EKURNULENI METROPOLITAN MUNICIPALITY	·····
	2 3 -04- 2013	
:	TENDER OFFICE SISANDA MAYA	



FORM 2.3.4 GENERAL INFORMATION :

1. Details of Bidding Entity

NAME OF BIDD	ER IV	netroprojects	Development	(Pty) L	td	
--------------	-------	---------------	-------------	---------	----	--

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)



HAS A VALID ORIGINAL OR A COPY OF ENROLMENT CERTIFICATE ISSUED BY THE NHBRC BEEN ATTACHED? (Tick applicable box)

YES NO

HAS A B-BBEE STATUS LEVEL VERIEICATION CERTIFICATE BEEN SUBMITTED? (Tick applicable box) EKURHULENI METROPOLITAN MUNICIPALITY

YES	NO	
\checkmark		ļ

2 3 -04- 2013

TENDER OFFICE

(Tick applicable box)

T AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

- A VERIFICATION AGENCY ACCREDITEDBY THE SOUITH 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)

IF YES ENCLOSE	PROOF)

2. Legal entity: Mark with an X.

	<u> </u>	
Sole p	proprietor	
Partn	ership	2
Close		
Comp	jany	X
Joint	venture/ Consortium	
Trust		
Tertia	ary Institution	· · ·
Publi	c Entity	

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

Joint venture/Consortium member	Type of entity (as defined above)
NIA	
	EKURHULENI METROPOLITAN MUNICIPALITY
	2 3 -04 - 20 3
	TENDER OFFICE SISANDA MAVA

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Income tax reference number: (COMPULSORY) (In the case of a joint venture/consortium, provide for all joint venture/consortium members)

9083384140



YES

NO

- 5. VAT registration number (COMPULSORY):
 (In the case of a joint venture/consortium, provide for all joint venture/consortium members)
- 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)

11902	2	<u> </u>
	<u> </u>	,

- 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

pril 2013

DATE

EXURBULENI METROPOLITAN MUNICIPALITY 2 3 -64 - 2013 YENDER (WHICE SISANDA MAYA



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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	TENDER OFFICE SISANDA MAYA	EKURHULENI METROPOLITAN	
		LITAN	76

· ,

NAME OF BIDDING ENTITY Metroprojects Development (Pty) Ltd

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, the case of a Joint Venture, Consortium or Partnership complete an "Equity ownership" for each member.

Name and Surname	Position occupied in Enterprise Identity num	dentity symbol	mber chip	Gender Male / Female	Race	HDI Status (Y/N)	%Owned	% Owned by Women		% Owned
							by HDI's	Black	White	by Disabled
				ı	I	:			l 	
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PLEASE NOTE	[! 	A						

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 <u>EACH ENTITY CONSTITUTING THE JOINT VENTURE/CONSORTIUM</u>, 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.



EKURHULĘNI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

CONTRACTINO: 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



N

EKURHULEN 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	EKURHULENI METROPOLITAN MUMICIPALITY
FORM OF OFFER AND ACCEPTANCE (AGREEMENT)	2 3 -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 apart 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 hundled and thirty	seven rand and
rand (in words);		seventy six sents.
R 74 5371-76	(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 **centural struct** struct carry of this Agreement shall have any meaning or effect in the contract between the partice and the partice area as a structure of the

	۴.	INTERNAL AUDI
FOR THE BIDDE	κ :	2 3 APR 2013
Signature(s)	AC	NUMBER 27
Name(s)	Johian Volisi.CV	BIONATURE
Capacity	Scheral Manager Metroprojects Development (Pty) Lich Lymbardy, business Park Building 2, 1 (Name and address of organisation)	<u>Unic 32 onr Graham</u> Road and cole street, silver bakes
Name and signal	ure of Witness ICE MAN Primmer Pulling	
Date <u>19 Apri</u>	1 2013	, - -
		81

ACCEPTANÇE

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 Q1 Agreements and Contract Data, (which includes this Agreement)
- Part C2 Pricing Data
- Part G3 Scope of Work
- Part 04 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 Bitdder 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)	man .
Name(s)	Dehainee
Capacity	Head of Department Huncin Settleweats
	<u>EKURHULENI METROPOLITAN MUNICIPALITY</u> (Name and address of organisation)
· · · ·	ture of witness The Art John MAGentin
Date 1311	1.2.
	EKUKHULENI VETROPOLITAR MURICIPALITY
	2 3 -04- 2013
	DENDER OVERUE SISENTA WAYA

SCHEDULE OF DEVIATIONS

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to these 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.

 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	LAURHULEN VETROOM
2	Subject	ENURHULENI VETADOLITAN MUNICIPALITY
	Details	
3	Subject	
	Details	IENDER OFFICE SISANDA MAYA
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) JOHON vorster Name(s) Marxiel General Capacity Business Park, Unil 3. Lombardy Metroprojects Development, Building 2, chr. arahan Rolana (Name and address of organisation) COLE Street, Silver Lakes Name and signature of witness Aunto LeeAnn Phimmer Date 19 April 2013 FOR THE EMM: 10 harrow harnere Signature(s) Name(s) Se Alecusits Ead UNIAN Capacity **EKURHULENI METROPOLITAN MUNICIPALITY** (Name and address of organisation) Name and signature of witness HGERTSON 13/11/3 Date EKURHULENI METROPOLITAN MUNICIPALITY 2 3 -04- 2013 TENDER OFFICE SISANDA MAYA



C1.2 CONTRACT DATA

CONDITIONS OF CONTRACT

The Agreement is to be the JBCC Series 2000 Principat 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: Postal address:
	Ekurhuleni Metropolitan MunicipalityPrivate Bag 1069C/o Cross & Rose StreetsGERMISTON
	GERMISTON 1400 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)
42.2.1.	E-mail: Works description. Described in Scope of Works
42.2.1.	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.
14.4.0.	



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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	i		
42.4.1.		Waiver of the Contractors lien. Yes.	
42.4.2.	l 1	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.	1	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 fine with official National subsidy quantum increases.	
42.4.7.		Details of changes made to the provisions of JBCC standard documentation :	
7	1 I	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 Employe 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 of safety plans held by the Contractor.	
		 (v) The Contractor shall be obliged to report forthwith to the Employer an 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 the Contract, and shall, on written demand, provide full details in writing, the Employer and HOD Human Settlements Department of succinvestigation, complaint or criminal charge. 7.2. The Contractor shall furthermore, in compliance with Constructional Regulation. 	
		 (i) Acquaint himself with the requirements of the Employer's health ar safety specification as laid down in regulation 4(1)(a) of the Construction 	



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Clause	 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. (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."
Clause 10, 11, 12	CLAUSE 12 ADD THE FOLLOWING:
	 "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 - (i) Contract Works Insurance; (ii) Public Liability Insurance; (R5 000,000.00) (iii) A Coupon for Special Risk Insurance (SASRIA) issued by the South African Special Risk Insurance Association;
	in the name of the Contractor (including all Sub-Contractors) and Municipality's insurable interest must be noted in the policy.
	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.
	The Contractor shall effect and pay for any supplementary insurance, which in its own interest it may deem necessary.
	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.
	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.
	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.
12	ADD THE FOLLOWING:
	The Executive Manager Insurance & 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."
14	Security. Not Applicable:
<u>.</u>	The Form of Guarantee must substantially contain the wording of the document included as "Form of Guarantee", refer to Part C1.3.



i	
	Where surety is required it shail 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
1	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:
	 An original letter from the banking institution to confirm full details of the bank account to the Council (Company name, account number) An original cancelled cheque (if applicable) 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
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 tabour statistics must still be submitted on a monthly basis to the HOD Human Settlements Development in the prescribed format. If the tabour statistics are not submitted as requested, payment of invoices will be delayed until the tabour 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	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.
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 content dolomite reports. The dolomite information must be made available to the contractors of site. The provision of the data does not relieve the Main Contactors 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 damage 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



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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 r Physical address:	receipt of communications is: Postal address:	
		·····	
	Telephone:		
	Fax: E-mail:		

EKURHULENI METROPOLITAN MUNICIPALITY 2 3 -04- 2013 TENDER OFFICE SISANDA MAYA



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	:	本自然的 Pave LLA
CT.3 FORM OF GUARANTEE MOT APPLICABLE		2 3 -04- 2013
PRO FORMA	:	
CONTRACT NO. A-HS 03/2013		TENDER OFFICE SISANDA MAYA
WHEREAS Ekurhuleni Metropolitan Municipality (hereinafter referred to	as "the Employe	er") entered into, a

1. 有效自己的自己的问题的 的复数自己的问题的 (如何)。

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	SWHEREOF this guarantee in	as been executed by us at $_{\rm c}$ _	······
As witnesses	5.		
1		Signature	······································
2		Signature	
Duly authoriz	red to sign on behalf of		
	Address		
	EKURHULENI METROPO MUNICIPALITY		
Ĺ	2 3 -04- 2013 TENDER OFFICE SISANDA MAYA		



C1.4 AGREEMENT IN TERMS OF THE OCUPATIONAL 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 asand	EKURHULENI METROPOLITAN MUNICIPALITY
	2 3 -04- 2013
(hereinafter called "the Mandatory") of the other part, herein represented by	TENDER OFFICE SISANDA MAYA

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
 - the date of the Final Approval Certificate issued in terms of Clause 52.1 of the General Conditions (a)of Contract (hereinafter referred to as "the GCC"),
 - the date of termination of the Contract in terms of Clauses 54, 55 or 56 of the GCC. (b)
 - 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:
 - General duties of employers to their employees; (i) Section 8 :
 - (ii) Section 9 General duties of employers and self-employed persons to persons ; other than employees;
 - Section 37 : Acts or omissions by employees or mandataries, and (iii)
 - Subsection 37(2) relating to the purpose and meaning of this Agreement. (iv)
 - The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his (b) subcontractors.
 - In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the abovementioned 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.



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- 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:

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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

EKURHULENI METROPOLITAN MUNICIPALITY

2 3 -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 sig	in the AGREEMENT	in terms of THE	
OCCUPATIONAL	HEALTH AND SAFETY ACT, 1993 (ACT 8	5 of 1993) on behalf of	· · · · · · · · · · · · · · · · · · ·	
SIGNED ON BEH	ALF OF THE COMPANY :			
IN HIS/HER CAP/				
DATE :			EKURHULENI METROPOLITAN MUNICIPALITY	
	SIGNATORY :	/	MUNICIPALITY	
			2 3 -04- 2013	
WITNESS	1	<u> </u>	TENDER OFFICE SISANDA MAYA	
NAME (IN CAPITALS)	1		AMAYA	

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.



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



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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	1	The quantity of an item multiplied by the bidded rate of the (same) item	
Sum		An amount bidded 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	
Sum		Scope of Works or elsewhere, but of which the quantity of work is not	



14 The units of measurement indicated in the Bill of Quantities are metric units.

mm =	millimetre
m =	metre
km =	kilometre
km-pass	kilometre-pass
m² =	square metre
m²-pass	square metre-pass
ha =	hectare
m³ =	cubic metre
m³-km =	cubic metre-kilometre
k₩ =	kilowatt
κN =	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

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EKURPULENI METROPOLE AN MUNICIPALITY

Department Name: HUMAN SETTLEMENTS

TENDER OFFICE SISANDA MAYA

CONTRACT NO: A-HS 03-2013

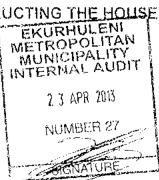
THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNITY BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES FROM 01 JULY 2013 UNTIL 30 JUNE 2016

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
TOTAL (EXCLUDING VAT, ESCALATION, TRANSFER COSTS & BENEFICIARY ADMINISTRATION)	R66 533.75	 i !
TOTAL (ROUNDED OFF) (EXCLUDING VAT, ESCALATION, TRANSFER COSTS & BENEFICIARY ADMINISTRATION)	R66 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.
- 2. BID PRICES MUST NOT EXCEED THE TOTAL SUBSIDY AMOUNT OF R66 533.00 PER TOP STRUCTURE. <u>BIDS EXCEEDING THE SAID</u> SUBSIDY AMOUNT WILL BE REJECTED.
- 3. 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.





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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

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Date

ERURHULENI NETROPOLITAN MUNICIPALITY 2 3 -04- 2013 TENDER OFFICE SISANDA MAYA



DEPARTMENT NAME: HUWAN SETTLEMENTS DEPARTMENT

CONTRACTINO: 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, tocal 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



103 _\ accordance with the revised subsidy quantum to arlow 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 – 40m² 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 withheid.

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.



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C3.3.2.2 Electricity Supply (Compulsory)

The Main Contractor shali, 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 not allow it to be used for any programs not directly associated with the execution or the Contract.

The contractors shall be responsible for arranging, at his own cost, for the provision of ail 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 tevelied 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.



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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
Material	R 38 037.48
Labour	R 10 277.38
Sub Total	R 48 314.86
Overheads	R 2 212.65
Transfer Costs	R 0.00
Beneficiary Administration	R 0.00
Profit	R 1936.07
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.	-



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

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 taskrated 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



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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Employment of unskilled and semi-skilled workers in labour-intensive works

- 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 taskrated 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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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 taskrated 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 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 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.



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, E mail: 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 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



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EKARADEBAI METROPOLITAN BUMA I MERCI

DEPARTMENT NAME: HUMAN SET ELEMENTS DEPARTMENT

CONTRACTING: 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 Etwatwa Ext 35 Chief Albert Luthuii Ext 4	1 868 houses(900 houses 2014/2015 and 968 houses 2015/2016) 338 houses(100 houses 2013/2014 and 238 houses 2014/2015) 326 houses(326 houses 2015/2016)
Region D	
Modderfontein 76 portion 7 Payneville Ext 1	645 houses(200 houses 2014/2015 and 445 houses 2015/2016) 1115 houses(200 houses 2014/2015, 515 houses 2014/2015 and 400 houses 2015/2016)
Region E	2013/2010)
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)
Aira 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

Magagula Heights	200 houses (100 houses 2013/2014 & 100 houses 2014/2015
Moleleki Ext 1 & 2	446 houses (446 houses 2013/2014)
Vitta 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.

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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	Name of Consulting Engineer, or if	Department:
Bid Office	in-house:	Section:
(Bid Initiation Section)	Dept / Division,	Region:
		Customer Care Centre,
68 Woburn Avenue		
BENONI	Human Settlements Department:	Human Settlements Department:
1501	Human Settlement Development	Human Settlement Development
	Benoni	Benoni
Private Bag X 65		l
BENONI	Mr. J H Gertzen	i
1500	Tel: (011) 999-6709	1
	Fax: (011) 999-7518	Mr. A Mokgosi
Tel: (011) 999-6540/6567		Tel: (011) 999-6705
Fax: (011) 999-7511		Fax: (011) 999-7518

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

etc.)	;	VRBAN DO WELL HALLENG MEL
TEL NUMBER	:	(1) 平河 平131
FAX NUMBER	;	CH 482 259



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:

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 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 <u>www.sars.gov.za</u>.

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.

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



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



-2

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 ONNACO	" (ANTENG INC	EKURHU	LENI METROPOLITAN AUNICIPALITY
PHYSICAL STREET AD	DRESS:	POSTAL AD	DRESS: 2	<u>3-04</u> - 2013 ·
	I		1	ER OFFICE NDA MAYA
		,		
TELEPHONE NUMBER :	011 4 8 2 4 131			
FAX NUMBER :	111 482 2159			
E-mail ADDRESS				
CONTRACT PRICE : R_Sixh	Fac Thousand	Fire hundred	Rand Ob	
(Amount brought forward from the	Form of Offer and Accepta	ince)*	,	
Signed by authorised representati DATE: 19.4004.20	ve of the Bidding Entity:	//9/ ^		

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



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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

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DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

CONTRACTINO: 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

 CONTRACT NO.:
 DESCRIPTION:
 DOC. FEE

 A - HS 03/2013
 The appointment of main building contractors to manage
 R2000.00

 small community builders for the construction of approximately 9.966
 subsidized houses from 01 July 2013 until 30 June 2016.

CLOSING DATE: 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. (Tet. 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.

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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 procedence 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:		
	THE BID		
	Part T1Bidding proceduresPart T1.1Bid notice and invitation to bidPart T1.2Bid data		
	Part T2Returnable documentsPart T2.1List of returnable documentsPart T2.2Returnable schedules		
	THE CONTRACT		
	Part C1Agreements and contract dataC1.1Form of offer and acceptanceC1.2Contract dataC1.3Form of GuaranteeC1.4Agreement in terms of Occupational Heaith and Safety Act, 1993		
	Part C2Pricing DataC2.1Pricing InstructionsC2.2Pricing Schedule		
	Part C3Scope of WorksC3Scope of Works		
	Part C4Site InformationC4Site Information		



Clause number	Data
F.1.4 COMMUNICATION ND EMPLOYER'S AGENT	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
F.2.1 ELIGIBILITY	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.
	Only those bidders who are registered with the CIDB in a contractor grading designation equal to on 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:
	 (a) is satisfied that such a contractor has the potential to develop and qualify to be registered i that higher grade; and
	(b) ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract.
	Joint Ventures are eligible to submit bids provided that:
	(1) each member of the joint venture is registered with the CIDB,
	(2) the lead partner has a contractor grading designation in the 7 GB class of construction wor and
	(3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (according to the CIDB website Joint Venture Gradin 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.
F.2.7	The arrangements for a compulsory information session:
CLARIFICATION MEETING	Location: BOARDROOM 127, FIRST FLOOR, 29 LAKEVIEW CRESCENT, and KLEINFONTE LAKE OFFICE PARK, OFF PIONEER ROAD, BENONI.
	Date: WEDNESDAY, 03 APRIL 2013. Starting time: 10:00
F.2.12 ALTERNATIVE TENDER OFFERS	The present subsidy quantum available to construct a top structure is R66 533.00 excluding V4 escalation, contingencies, transfer costs & beneficiary administration, including a 15 percent geotechnical allowance of R8 823.75
	Bidders must please take note that the funds available in the subsidy quantum for a top structure fixed amounts and bids exceeding the subsidy quantum of R66 533.00 (excluding VAT, escalation) contingencies, transfer costs, beneficiary administration, including 15% geotechnical allowance be rejected. In the case of an official increase in the subsidy quantum, the submitted rates will increased accordingly.
	Calculations, drawings and all other pertinent technical information and characteristics as well



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Clause number	Data	
	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.	
	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.	
	The modified Bid Data must include an amount equal to 5% of the amount bidded for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.	
F.2.13.1 SUBMITTING A TENDER OFFER	Bidders may not offer to provide any of the parts, or combinations thereof, of the works, services or supply identified in the contract data. Work will be distributed evenly amongst the appointed service providers. Bidders shall be appointed on a rotation basis during the period of the contract.	
F.2.13.3	The whole original bid document, as issued by the EMM, shall be submitted. No copies will be	
SUBMITTING A	accepted. Bids may only be submitted on the Bid desumentation issued by the EMM	
F.2.13.5	Bids may only be submitted on the Bid documentation issued by the EMM. The Employer's address for delivery of bid offers and identification details to be shown on each bid	
SUBMITTING A	offer package are:	
TENDER OFFER	Location of bid box: Bid box number THIRTEEN (13)	
	Physical address: Finance Head Office Building	
	Ground Floor	
	68 Woburn Avenue	
	Benoni	
	Identification details: Contract Number: HS 03- 2013	
	THE APPOINTMENT OF MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMUNIT BUILDERS FOR THE CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSE FROM 01 JULY 2013 UNTIL 30 JUNE 2016	
F.2.15	The closing time for submission of bid offers is:	
CLOSING TIME	10:00 on TUESDAY, 23 APRIL 2013	
	Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.	
F.2.16	The bid offer validity period is 120 days	
TENDER OFFER VALIDITY		



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	The bidder is required to submit with his bid.	
CERTIFICATES	(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, 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, 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) A valid original Tax Clearance Certificate or copy thereof, issued by the South African Revenue Services; 	
	(4) 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.	
	(5) 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.	
	(6) Annual financial statements submitted must comply with the requirements of the Companies Act or the Close Corporations Act.	
	(7) 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.	



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	 (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 (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.
F.3.4 OPENING OF BID SUBMISSIONS	The time and location for opening of the bid offers are: Immediately after the closing time for submission of bid. Location: Conference Room Ground Floor EMM Finance Head Office 68 Woburn Avenue BENONI
F.3.5 TWO- ENVELOPE SYSTEM	A two-envelope procedure will not be followed.
F.3.9 3.9.1 ARITMETICAL ERRORS	Replace the contents of the clause with the following: "Check responsive tender offers for arithmetical errors, correcting them in the following manner: a) Where there is a discrepancy between the amounts in figures and in words, the amount in
	words shall govern. b) If bills of quantities/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.
	 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. Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above."
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 E BBEE Status level of Contributor substantiated by the Broad-Based Black Economi 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.



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	F.3.18 PROVIDE COPIES OF THE CONTRACTS	The number of paper copies of the signed contract to be provided by the Employer is: 3 (Three)
	ADDITIONAL CONDITIONS APPLICABLE TO THIS BID	 The additional conditions of bid are: 1 The Employer may also request that the bidder provide written evidence that his financial, tabour and other resources are adequate for carrying out the contract. 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. 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 & 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 4 The highest scoring bidder's price as quoted in the bid document will be offered to the second and third highest scoring bidders 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 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. 6 The bid document shall be submitted as a whole and shall not be taken apart. 7 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 benalf of the bidder) NB: If PART T2 is not completed in full by the bidder, this offer will be rejected.
, - _		The approximate 9 966 subsidized houses will be constructed in different townships in Ekurnulent Metropolitan Municipality. The employer reserves the right to add more houses in different townships and Regions during the term of the contract





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<u>ANNEX F</u>

(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).

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, honestiy 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
- 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 misreprésentation 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.
- F1.6.2.3 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.
- F1.6.3.2.2 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.
- F2.10.2 Show VAT payable by the Employer separately as an addition to the tendered total of the prices.
- F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data
- F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

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, 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 heid 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.

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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 property 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:
 - 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.



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F.3.11.2 Method 1 : Financial offer

In the case of a financia: 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_{FD} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

 $N_{\rm P}$ 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 competiling 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 competing 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_{F0} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

 N_{0} 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 competiling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be competing 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 competing 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 formuta:

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



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where $-N_{FO}$ is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N₀ is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

 N_0 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 lender 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 nighest 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: NFO is the number of tender evaluation points awarded for the financial offer.

W₁ 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 + (<u>P - Pm)</u>)	A = P / Pm
		Pm	1
2	Lowest price or percentage commission/iee	A = (1 - (P - Pm))	A = Pm / P
		Pm	
* Pm	is the comparative offer of the most favourable te	nder offer.	· · · · · · · ·
Pi	s the comparative offer of tender offer under cons	ideration.	

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:

- $N_Q = W_2 \times S_0 / M_3$
- where: So is the score for quality allocated to the submission under consideration;

Ms is the maximum possible score for quality in respect of a submission; and

 W_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.



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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,
- 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) compiles 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 prejudge the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

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DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

CONTRACTINO: 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 The bidde	LIST OF RETURNABLE DOCUMENTS or 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:

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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 be be awarded the Contract.

DESCRIPTION, SIZE, CAPACITY		NUMBER
Hemeitusis and Equipment (Ar Lapunce)		
· Compatition (graphical) (25 required)		
Powerfloats (as required)		
● <u>[{{</u>		X
· LOV	2	72
. Tippers to import fill material (Asecqu	ural)	
. Orteh which to excavate (as required)		
	EKURHULE	NI METROPOLI IICIPALITY
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4	DESCRIPTION, SIZE, CAPACITY	NUMBER
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FORM 2.1.2 SIZE OF ENTERPRISE AND CURRENT WORKLOAD

What was your turnover in the previous financial year?

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)

5

Description	Address	Area (m²)
	!	5 •
	:	I

SMME STATUS - (COMPULSORY)

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

PURPOSES	EKURHULENIMETROPOLITAN
Provide details on the following	MUNICIPALITY
Sector/Sub-Sector in accordance with the Standard Industrial Classification	R OFFICE
Total Full-time Equivalent of paid Employees	
Total Annual Turnover	
Total Gross Asset Value	
Size or Class (Merlium, Small, Very Small, Micro)	

Size or Class (Medium, Smail, 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.



30



List your current contracts and obligations:

Description	Value (R)	Start date	Duration	Expected completed date	
	·				
		1		 	

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
	i
Staff to be employed for the project: gender and race	Number of staff
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<u>Det applicable</u>	
	·

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2 3 -04- 2013	:	
TEMOLINE GEROL CANAN ANYA		



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FORM 2.1.4 PROPOSED KEY PERSONNEL (Pressource - De) * Annexue ("



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.

	NAME OF	ব	SUMMARY O	F			NQF 7
DESIGNATION	(i) NOMINEE (ii) ALTERNATE	NATIONA LITY:	QUALIFICA T-IONS	EXPERIENCE OCCUPATION	AND	PRESENT	Certified Yes/No
HEADQUARTERS Partner/director	<u> </u>			<u> </u>			L : • • • • • •
Project manager	-						
Other key staff (give designation)							
CONSTRUCTION MONITORING Site Agent							
Engineer on Site Construction supervisor (give designation)							
Other key staff (give designation)							
	 			<u>l</u>	ــــــــــــــــــــــــــــــــــــــ	TENDE	F OFFICE

FORM 2.1.5 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

(Also Refer to " himerice L" altiched the future i chaples)

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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 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	(is required,)	
Nhich of the fol	lowing institutions will	provide surety?			
 Bank reg 	gistered in terms of the	e Bank Act 1990 (Act 94	of 1990): Not Qry	sheeble	••••
		d in terms of the Short T	erm Insurance Act 199	98 (Act 53 of 1998):	
<u>Ren</u>					-
	Not application	~			
		ne project in terms of sul	omissions of payment	certificates or payment	
schedules to th	e Employer	Amount (VA	T included)		
Month no	a Received	b Payments made	a – b Net cash flow	Cumulative cash flow	
1		······································			
2					
3					
4					
5 					
7					
8					
9					
10					
11					
12 Maximum pag	ofivo cash flour Taka	the largest negative nun	abor in the sect course		
	here $\rightarrow \rightarrow \rightarrow \rightarrow \rightarrow$			i	
Notes:					
		e included in all amounts certificates within 30 days		aie	
			EKUR	HULENI METROPOLITAN 9. banki diverditaff, Yioan, etc)
 (un	harding will !	c ublized		2 3 -04- 2013	
	<u> </u>			TENDER OFFICE SISANDA MAYA	
			_ .,		
JUSTICE				N . (34 D

NAME OF BIDDING ENTITY . MRBBIN, DENEMOS, GAMTENGENCE

FORM 2.1.7 JOINT VENTURE/ CONSORTIUM AUTHORITY

JOINT VENTURE/ CONSORTIUM INFORMATION

(Complete only if applicable)

NO PROBLE

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

Sull Name and address of 2nd enterprise

Full Name and address of 2nd enterprise

()

Full Name and address of 3rd 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 aw	arder in anothen bidder ROPOLITAN	
or	MUNICIPALITY	
	2 3 -04- 2013	
	TENDER OFFICE SISANDA MAYA	<i>*</i> .

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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		
-	on	
-	r	
Authonised Signature of 2 Farther	·····	
Name		
Designation		
Ŷ	on	
		EKURHULENI METROPOLITAN MUNICIPALITY
Authorised Signature of 3rd Partner	r	I MONALITY "
Name		2 3 -04- 2013
Designation		TENDER OFFICE SISANDA MAYA
		ποληγά
Signed at		

(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

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FORM 2.1.8 SCHEDULE OF PROPOSED SUBCONTRACTORS

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			
	100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100		

EKURHULEHI METROPOLITAN MUNICIPALITY 2 3 -04- 2013 TENDER OFFICE SISANDA MAYA



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FORM 2.1.9 FINANCIAL REFERENCES

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:

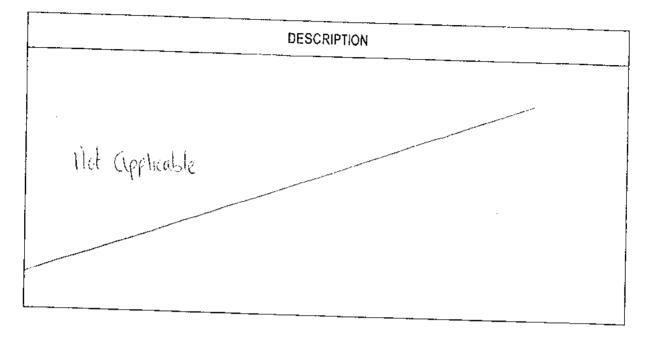
DESCRIPTION OF BANK DETAIL		BAN	IK DETAILS APPLICABLE " BIDDER	го
	Name of bank			
	Contact person			
	Branch name			
	Branch code			
-	Street address			
	Postal address			
	Telephone number			
	Fax number			
	Account number			
	Type of account, (i.e. cheque account)			
	BIDDER'S TAX DETAILS			EKURHULENDAR
	Bidder's VAT vendor registra	ition number:		EKURHULENI METROPOLITAN MUNICIPALIFY
	Bidder's SARS tax reference	number:		
				TENDER CIFFICE SISANDA MAYA

SARA



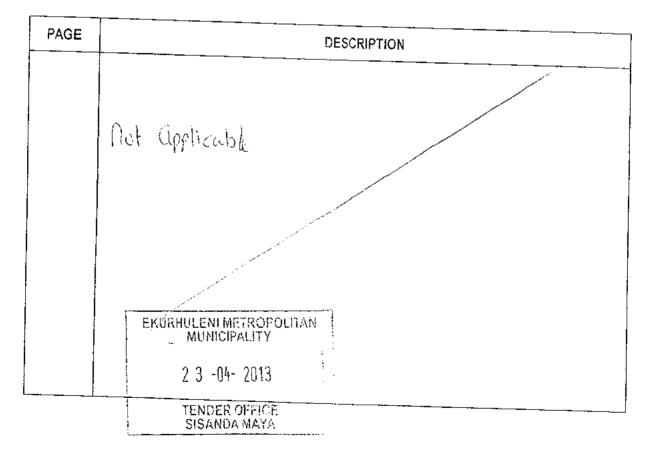
FORM 2.1.10 DETAILS OF ALTERNATIVE BIDS SUBMITTED

See condition of bid.



FORM 2.1.11 AMENDMENTS AND QUALIFICATIONS BY BIDDER

See condition of bid



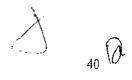




FORM 2.1.12 LABOUR-ENHANCED_METHODS: PROPOSED_PLANNED_ACTIONS_OF_BIDDER RESULTING IN DEVIATIONS FROM SPECIFIED WORK

ACTIVITY OR PAY ITEM	DESCRIPTION OF PLANNED ACTION RESULTING IN DEVIATION FROM
	SPECIFIED WORK
	Ret applicable.

EKURHULENI METROPOLITAN 2 3 -04- 2013 TENDER OFFICE SISANDA MAYA





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

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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 <u>www.sars.gov.za</u>.

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 <u>www.sars.gov.za</u>.

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.



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NAME OF BIDDING ENTITY LIRGAN MANAMUS CAMITEMENTE

FORM 2.2.2 GENERAL DECLARATION:

I/We, the undersigned:

EKURHULENI METROPOLITAN MUNICIPALITY

2 3 -04- 2013

TENDER OFFICE SISANDA MAYA

- (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 salisfaction 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.
- (I) 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)



If YES the following information must be supplied:



a. The name(s) of the other Bidder(s) involved
7
NOT ATTACKED.E
2. The full details of the Bidder(s) participation
(p) declare that all of the information furnished is true and correct
Signed at PARETURN FORTKMMESSEURCE this 19th day of April 2013
Name of Authorised Person: Henk le Koux
Authorised Signature:
Name of Bidding Entity: LIRBAN BYNAMICS GAUTENG INC.
Date: 1970 Mogl 2013
As witness: 1.

EKJ	MUNICIPALITY	
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	TENDER OFFICE SISANDE MAYA	

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FORM 2.2.3 DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state¹.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of 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:	, Sileta ha <u>idi</u> sis <u>s</u> menuret 4 "
3.3 Position occupied in the Company (director, trustee, share	holder ²):
3.4 Company Registration Number 1904 / 0143 40/21	
3.5 Tax Reference Number:	
3.6 VAT Registration Number:	EXUPHILENIMETROPOLIIAN MUNICIPALITY
	2 3 -04- 2013
 ¹MSCM Regulations: "in the service of the state" means to be – (a) a member of – (i) any municipal council; (ii) any provincial legislature; or 	TENDER OFFICE SISANCA MAYA

- (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.
- ² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.





3.7 TI		ees / shareholders members, the ployee numbers must be indicate	
3.8 A	are you presently in the service (Tick applical		YES NO
3	.8.1 If yes, furnish particulars		
	Nor Apprividule	·····	
3.9	Have you been in the service of (Tick application)	of the state for the past twelve mo ble box)	onths? YES NO
	3.9.1 If yes, furnish particulars	3	
	Not MAAICOBIE		
3.10			
	3.10.1 If yes, furnish particula	rs.	<u> </u>
3.11	between any other bidder and be involved with the evaluation	ship (close family member, partr lany persons in the service of the n and or adjudication of this bid? icable box)	e state who may
	3.11.1 If yes, furnish particula	ars ,	
	N' - Brix wit		
	N. 2. Mpc. etc.		
3.12 EKURHULENI METROPOLITAN MUNICIPALITY INTERNAL AUDI	(Tick appl	ctors, trustees, managers, eholders in service of the state? icable box)	YES NO
2 3 APR 2013	3.12.1 If yes, furnish particula	ars.	
NUMBER 27	S Not Suppriseduite	EKURHULENI METROFOLITAN MUNICIPALITY	
STE		2 3 -04- 2013	1×1
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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)
		3.13.1 If yes, furnish particulars.
		Not MARIANE
	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)
		3.14.1 If yes, furnish particulars: MR-10 Potoper (Analla) Marchane Conservation : (Analla Interaction Interactio
4.	Ful	I details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number
		·



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1	EXURHULENI METROPOLITAN MUNICIPALITY	ł
	2 3 -04- 2013	:
-	TENDER OFFICE SISANCA MAYA	

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CERTIFICATION

I, THE UNDERSIGNED (NAME) Henk Le Poux

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

Director

Capacity

19 2 2013 Date

URBAN BYNNYIGS GAITENG 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.

ltem	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.	Yes	No I
	in writing of this restriction by the National Treasury after the WidR alteram partem rule was applied).	HULENI MUNIC	METROPO IPALNY
4.1.1	If so, furnish particulars:	23-0	4-2013
	1.7 20 Call		R OFFICE
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, <u>www.treasury.gov.za</u> , 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).		No
4.2.1	If so, furnish particulars:	-	
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:	<u> </u>	
	NOT MOLESENCE		



item 4.4	Question Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes Yes	No No
4.4.1	If so, furnish particulars:	<u>.</u>	
4.5	Was any contract between the bidder and the municipality / municipal	Yes	No
	entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		
4.7.1	If so, furnish particulars:	<u>L</u>	. <u></u>
	NOT AMURANE		

CERTIFICATION

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

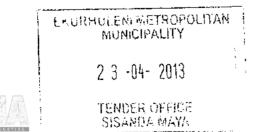
LACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Position

<u>। १२ २२२ ३८१३</u> Date

Report Supremests Contraction of Bidder





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)

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)

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.

NT FFLEXE

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)

- 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.

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YES	NO
	1

YES

NC

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EKURHULENI METROPOLITAN MUNICIPALITY	
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- 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)
- 3.1 If yes, furnish particulars.

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.....

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)

4.1 If yes, furnish particulars

NOT APPLICATLE

......

CERTIFICATION

I, THE UNDERSIGNED (NAME) HOLL LE LOUX

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

Position

URBAN DYNAPICS CONSTRUCTION Name of Bidder

EKURHULEN METROPOLITAN MUNICIPALITY 2 3 -04- 2013 TENDER OFFICE

SISANCE MAYA



YES	NO
	1

YES	NO
	~

NAME OF BIDING ENTITY MROAN MARK MASS CONTENTED IN CO.

FORM 2.2.6 CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Form "2.2.6" must form part of all bids1 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).² 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:
- ¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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 2 3 -04- 2013 TENDLE OFFICE SISANDAMAYA



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 BYNIAMICS (INITENIG 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 consortium³ will not be construed as collusive bidding.

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

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2 3 -04- 2013

- 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;
 - 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

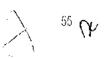
Position

19nd Appl 2013 Date

WRISAN DYNEMICS CHMIENC INC. Name of Bidder

EKURHULENIMETROFOLITAN MUNICIPALITY 2 3 -114- 2013 TENDER OFFICE SISINE' MAYA





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.

The following account/s of the bidding entity has reference:		ing is reased	s a ca eg
Municipality	Account number		
hty of a surg	400912001		
MERCILLIAN PUBLICIALITY			

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

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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	V~~*	en dans Philippines
Other (Please specify)		

Signed at. 1987. Across this, 1997. day of the how 2013	
Name of Duly Authorised Signatory: (Please print).	
Authorised Signature:	
As witness: 1	·
2	EKURHULENI METROPOLITAN MUNICIPALITY
•	2 3 -04- 2013

TENDER OFFICE SISANDA MAYA



NAME OF BIDDING ENTITY URBAN DENAND GREETENG 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, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further (i). 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
- I declare that if the bid is awarded to the bidding entity, any moneys due to the bidding entity by the EMM (v)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: $\frac{1}{2} \frac{\partial g_{i}}{\partial x_{i}} \frac{\partial g_{i}}{\partial x_{i}} \frac{\partial g_{i}}{\partial x_{i}} + \frac{\partial g_{i}}{\partial x_{i}} \frac{\partial g_{i}}{\partial x_{i}} + \frac{\partial g_{i}}{\partial x_{i}} \frac{\partial g_{i}}{\partial x_{i}} + \frac{\partial g_{i}}{\partial x_{i}} \frac{\partial g_{i}}{\partial x_{i}} + \frac{\partial g_{i}}{\partial x_{i}} \frac{\partial g_{i}}{\partial x_{i}} + \frac{\partial g_{i}}{\partial x_{i}} \frac{\partial g_{i}}{\partial x_{i}} + \frac{\partial g_{i}}{\partial x_{i}} \frac{\partial g_{i}}{\partial x_{i}} + \frac{\partial g_{i}}{\partial x_{i}} \frac{\partial g_{i}}{\partial x_{i}} + \frac{\partial g_{i}}{\partial x_{i}} \frac{\partial g_{i}}{\partial x_{i}} + \frac{\partial g_{i}}{\partial x_{i}} \frac{\partial g_{i}}{\partial x_{i}} + \frac{\partial g_{i}}{\partial x_{i}} \frac{\partial g_{i}}{\partial x_{i}} + \frac{\partial g_{i}}{\partial x_{i}} \frac{\partial g_{i}}{\partial x_{i}} + \frac{\partial g_{i}}{\partial x_{i}} \frac{\partial g_{i}}{\partial x_{i}} + \frac{\partial g_{i}}{\partial x_{i}} \frac{\partial g_{i}}{\partial x_{i}} + \frac{\partial g_{i}}{\partial x_{i}} \frac{\partial g_{i}}{\partial x_{i}} + \frac{\partial g_{i}}{\partial x_{i}} \frac{\partial g_{i}}{\partial x_{i}} + \frac{\partial g_{i}}{\partial x_{i}} \frac{\partial g_{i}}{\partial x_{i}} + \frac{\partial g_{i}}{\partial x_{i}} \frac{\partial g_{i}}{\partial x_{i}} + \frac{\partial g_{i}}{\partial x_{i}} \frac{\partial g_{i}}{\partial x_{i}} + \frac{\partial g_{i}}{\partial$

Municipality

Account number

.....

Signed at Revenue at this 1917 day of 1918 2018

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

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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		J
Bidding entities who rent premises from a landlord	2000	file Aloth Philipping
Other (Please specify)		

Signed at Fork Press this 1978 day of April 2018

Name of Duly Authorised Signatory: (Please print)..... Authorised Signature: As witness: 1 2

EKURHULENI METROPOLITAN MUNICIPALITY 2 3 -84- 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

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PAGE(S)

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)

i	YES	
1	NO	

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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: Ilecis Umedia - CHSAS Committing Services Airca CC		1	
THE CONTENTS OF SALE CONTINUES FOR LE			
	•••		
Provide details of proposed key persons, competent in terms of the Regulations, we Contract team as specified in the Regulations (CVs to be attached): $\int f_{k,k} = -\frac{1}{2} e^{-\frac{1}{2}} $		form part of the	
ter server i soneren i soneren i soneren i soneren i soneren i soneren i soneren i soneren i soneren i soneren	.,		
THE STAND CLEATING CHAR			
Provide details of proposed training (if any) that will be undergone:	<u>-</u> ЕКU	KHIJLENI METROF MUNICIP/LITY	
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Potential key risks identified and measures for addressing risks:			·····
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6 I have fully included in my bidded 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	1
NO	

SIGNA	ATURE OF PERSON(S) AUTHORISED TO SIGN	I THIS BID:	1/n
1	6309025042085	ID NO:	IAGA
2		ID NO:	

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FORM 2.3.2 RECORD OF ADDENDA TO BID DOCUMENTS

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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		
3		Nora la date
4		
5		
6		
7		EKURHULENI METROPOLITAN MUNICIPALITY
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Attach additional pages if more space is required.

Signature of Authorized person:

Name: Heal là City

1992 V. 1993 $h_{\rm com}$ Position:



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FORM 2.3.3 ADJUDICATION OF BIDS

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 aquiring, 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. <u>EMPHASIS</u> 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 aforestated written request shall result in the rejection of the bid.

8. The bidder <u>must affix a valid original Tax Clearance Certificate or copy thereof, as well as a</u> valid original or a copy of enrolment certificate issued by the NHBRC to the <u>last page</u> 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 <u>www.sars.gov.za</u>.

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 <u>www.sars.gov.za</u>.

N8:

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."



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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.

1.4 Preference points for this bid shall be awarded for:

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

1.3

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 Total points for Price and B-BBEE must not exceed	10 100

- 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);

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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 "pers on" 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.
 - 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:

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$
 or $Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$

Where

Ps	=	Points scored for comparative price of bid under consideration
Pt	=	Comparative price of bid under consideration
Pmin	=	Comparative price of lowest acceptable bid



4.

Points awarded for B-BBEE Status Level of Contribution

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





2	B-BBEE Status Level of Contribution: 0 points) $(526 - 25 + 5 - 2 + 266 + 6)$ (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 8.1	SUB-CONTRACTING Will any portion of the contract be sub-contracted? YES / NO
	Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)
	fives, indicate:
(i) what percentage of the contract will be subcontracted?
(ii) the name of the sub-contractor?
(iii) the B-BBEE status level of the sub-contractor?
	iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)
9 1	
9.1	Name of bidding entity: URBAN DYNAMICS (LAUTEN GINC
9.2	VAT registration number:
9.3	Registration number of bidding entity:
9.4	TYPE OF ENTITY PPLICABLE BOX] EKURHULENI METROPOLITAN
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3	Partnership/Joint Venture / Consonium
_	One person business/sole proprietor 1 2 3 -04- 2013
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	Trust SISPNOL MAYA
95	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES ng. (ansharita), Tanny Segue at Danming: New, and et Daequeriel Sestand Die Damier achier so mme Mainzanant (anthorise) Egent Dieneg sourch ; Unbandenat spigneers (anthorise) (anto- ge Pranzing), and Darrey ; Cangraphie Enter Spistors
9.6	CLASSIFICATION
	PPLICABLE BOX]
L.	Manufacturer
÷.	Supplier
	Professional service provider
	Other service providers, e.g. transporter, etc.
9.7	MUNICIPAL INFORMATION (Beck Mee - the office spece for this termine to resolve the office of the office of the office spece for the office office off
	Consumer Account Number
9.8	TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS AND REGISTRATION DETAILS? Date of Registration <u>和有效的效率;</u> Date that commenced business, if different to date of registration <u>和有效的效率</u> .
	Date that contributed business, if under the to the UT equivitation $\frac{24722}{22772}$.
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

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of the foregoing certificate, qualifies the bidder for the preference(s) shown and \downarrow / 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:

ADDRESS: 27 Annual Robert

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	EKURHULENI METROFOLITAN MUNICIPALITY	
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FORM 2.3.4 GENERAL INFORMATION :

1. Details of Bidding Entity

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER .

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (Tick applicable box)

YES	NO
4	

HAS A VALID ORIGINAL OR A COPY OF ENROLMENT CERTIFICATE ISSUED BY THE NHBRC BEEN ATTACHED? (Tick applicable box) Converse D $^{+}$ attached)

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YES	NO
V	

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (Tick applicable box) $(\mathbb{F}_{22} \otimes \mathbb{F}_{23}) \otimes \mathbb{F}_{23}$

VEC NO				
YES NO	- AUL	1971g2		
	and the second	NUMBER OF N		
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IF YES, WHO WAS THE CERTIFICA	TE ISSUED BV2 4 3	冬月1日		
(Tick applicable box)	The second second	e transfer		
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A VERIFICATION AGEN			AFRICAN	NATIONAL
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ACCREDITATION SYSTEM (S	AN ENDRHOLEN METRO	V IIIIII		
A REGISTERED AUDITOR	MUNICIPALIT			1
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(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

IF YES ENCLOSE PROOF)

2. Legal entity: Mark with an X.

Sole proprietor		1
Partnership		
Close corporation		
Company Incompand)	×X	~~ ·
Joint venture/ Consortium		
Trust		
Tertiary Institution		
Public Entity		

	EKURHULENI METROPOLITAN MUNICIPALITY	
1	2 3 -04- 2013	
: 	TENDER OFFICE SISANDA MAYA	

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 approable						

Income tax reference number: (COMPULSORY)
 (In the case of a joint venture/consortium, provide for all joint venture/consortium members)

74 78 28 58 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)

 Construction Industry Development Board (CIDB) registration number (COMPULSORY) (In the case of a joint venture, provide for all joint venture members) (See Annexage B Contraction)

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

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 EKURHULERI METROPOLITAN MUNICIPALITY	-	
2 3 -04- 2013	:	:
TENDER OFFICE SISANDA MAYA	-	





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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NAME OF BIDDING ENTITY LIRBAN DE CAMES CA

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	Identity number	Citizen-	Gender Male / Female	Race	HDI Status (Y/N)	%Owneđ by HDI's	% Owned by Women		% Owned by
		Enterprise		ship					Black	White	Disabled
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PLEASE NOTE

KINDLY ATTACHED COPIES OF IDENTITY DOCUMENTS OF THE ABOVEMENTIONED MEMBERS (ALC " PANKAR SUPPE I A TARACHED SO A TARACHED COPIES OF IDENTITY DOCUMENTS OF THE ABOVEMENTIONED MEMBERS (ALC " PANKAR SUPPE I A TARACHED SO A TARACHED COPIES OF IDENTITY DOCUMENTS OF THE ABOVEMENTIONED MEMBERS (ALC " PANKAR SUPPE I A TARACHED SO A TARACHED COPIES OF IDENTITY DOCUMENTS OF THE ABOVEMENTIONED MEMBERS (ALC " PANKAR SUPPE I A TARACHED SO A T



ANNEXMENT I "Alloched Please is all active lider or The Requested bytom

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.
- 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) interms 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 <u>EACH ENTITY CONSTITUTING THE JOINT VENTURE/CONSORTIUM</u>, 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

CONTRACTINO: 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



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C1.1	FORM	OF-	OFFER.	AND.	ACCEPTANCE

EKUKHULEM METRUMGATAN MUNICIPALITY

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

2 3 -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 apart 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

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$R = \mathbb{R} \cap \mathbb{R} \cap \mathbb{C} \cap \mathbb{C}$	(in figures),	s./	

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 BIDDEF	R:	EKURHULENI METROPOLITAN MUNICIPALITY INTERNAL AUDIT
Signature(s)	HEAN	2 3 APR 2013
Name(s)	- / // CO V	NUMBER 27
Capacity	<u> </u>	BIGNATURE
\$.7	(Name and address of organisation)	
	ire of Winess Patience Country (422)	
Date	and 19 A	
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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 Chainee

EXURHULEN: METROFULITAN MUNICIPALITY

2 3 -04- 2013

TENDER OFFR S SISANDA MAYA

Capacity

Name(s)

Head of Department

Maria

10 haven

EKURHULENI METROPOLITAN MUNICIPALITY (Name and address of organisation)

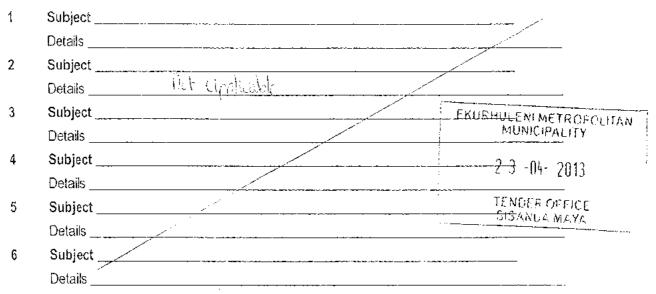
JULTION MAGRITIA 54 Name and signature of witness Date 19113

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SCHEDULE OF DEVIATIONS

Notes:

- 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.
- 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.
- 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.



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.



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FOR THE BIDDER:	11 Constant of the second second second second second second second second second second second second second s
Signature(s)	Her
Name(s)	Bride is Gaix
Capacity	<u> Oneke</u>
e	URO Assist Manufactor (Applied Constant Constant Constant Providence) (Name and address of organisation)
	(manie and adviess of organisation)

Name and signature of witness

(Hohasa 1. ab ١ł

Date <u>Preside</u> 3013

FOR THE EMM:

Signature(s)

Name(s)

Capacity

Mam schainee 1 Head on Department: Menning Settlewasts

EKURHULENI METROPOLITAN MUNICIPALITY (Name and address of organisation)

Name and signature of witness 5.11-1 ep-7231 144-5-W

Date 13/11/12

	EKURHULEK, METROPOLITAN MUNICIPALITY	
ł	2 3 -94- 2013	
	TENDER USTROF SISAMUA 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 Tef. 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 Metrop	olitan Municipality				
	The Employer's address for receipt of c	ommunications is:				
	Physical address: Pos	ital address:				
	Ekurhuleni Metropolitan Municipality	Private Bag 1069				
	C/o Cross & Rose Streets	GERMISTON				
	GERMISTON	1400				
	1400					
	Telephone: (011) 999-6709					
	Fax: (011) 999-7518					
42.1.2.	The Principal Agent referred to in the A	greement.				
	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.	(Seven) calendar days after possess	bmit a signed construction programme within 7 ion of the site, which construction programme will ttlement Development, if in order. The completion				
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
01	· · · · · · · · · · · · · · · · · · ·
Clause	i Malan Alta Ostinata Ele Ma
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	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 arrangement and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:
	 The Contractor undertakes to acquaint the appropriate officials an employees of the Contractor with all relevant provisions of the Act and the Regulations promutgated in terms of the Act.
	 (ii) The Contractor undertakes that all relevant duties, obligations ar prohibitions imposed in terms of the Act and Regulations on th 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 bein obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibition 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 Employ shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to he undertakings as described in paragraphs (i) and (ii) above, which step may include, but will not be limited to, the right to inspect any approprial site or premises occupied by the Contractor, or any appropriate records safety plans held by the Contractor.
	(v) The Contractor shall be obliged to report forthwith to the Employer a HOD Human Settlements Department any investigation, complaint criminal charge which may arise as a consequence of the provisions the Act and Regulations, pursuant to work performed in terms of the Contract, and shall, on written demand, provide full details in writing, the Employer and HOD Human Settlements Department of su investigation, complaint or criminal charge.
	7.2. The Contractor shall furthermore, in compliance with Constructional Regulation 2003 to the Act:
	 Acquaint himself with the requirements of the Employer's health a safety specification as laid down in regulation 4(1)(a) of the Construct

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Clause	 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. (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."
10, 11, 12	CLAUSE 12 ADD THE FOLLOWING:
	 "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 - (i) Contract Works Insurance; (ii) Public Liability Insurance; (R5 000,000.00) (iii) A Coupon for Special Risk Insurance (SASRIA) issued by the South African Special Risk Insurance Association;
	in the name of the Contractor (including all Sub-Contractors) and Municipality's insurable interest must be noted in the policy.
	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.
	The Contractor shall effect and pay for any supplementary insurance, which in its own interest it may deem necessary.
	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.
	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.
	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. "
12	ADD THE FOLLOWING:
	"The Executive Manager Insurance & 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."
14	Security. Not Applicable:
	The Form of Guarantee must substantially contain the wording of the document included as "Form of Guarantee", refer to Part C1.3.



New Clause	 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: An original letter from the banking institution to confirm full details of the bank account to the Council (Company name, account number) An original cancelled cheque (if applicable) 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 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 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 motion is to be proved with the project manager.
New Clause	 bank account to the Council (Company name, account number) An original cancelled cheque (if applicable) 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 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 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
New Clause	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 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
New Clause	attached to the bid document. If the certificate is not submitted the bid will be rejected 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
New Clause	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	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.
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
ew 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.
ew Clause	It will be the responsibility of Main Contractors to acquaint themselves with the contents dolonite reports. The dolonite information must be made available to the contractors on site. The provision of the data does not relieve the Main Contactors 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.
	ew Clause

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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

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			ERDÉNEL (LE MOTROL OLITAN MULTICIÈNE UT
PART 2:	DATA PROVIDED BY THE CONTRACTOR	!	2 3 -94- 2013
The following	contract Post-Tender Information are applicable to this contract.		TENDER, OFFICE SISANCA MAYA

Clause					
42.5.	The Contractor is additional information in the Addition of the				
	The Contractor's address for receipt of communications is:				
,	Physical address:	Postal address:			
		11 (11. 11. 11. 11. 11. 11. 11. 11. 11.			
	A	1			
		· · · · · · · · · · · · · · · · · · ·			
	Telephone:				
	E-mail:	will be beingeren hypothese and			



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C1.3 FORM OF GUARANTEE

NOT APPLICABLE

PRO FORMA

2 3 -04 - 2013

ENVIRUATION BETROFOLITAN MUNICIPALITY

CONTRACT NO. A-HS 03/2013

TENDER (PERICE SISANDA MAYA

WHEREAS Ekurhuien: Metropolitan Municipality	 (hereinalter referred to as 	"the Employer") entered into, a
Contract with	·	
(hereinaiter called "the Contractor") on the	day of	
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

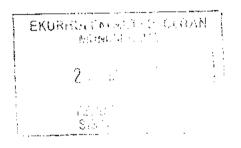
_____(R______)

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



· · · · · · · · · · · · · · · · · · ·			
Duly authorized to sign on behalf of			





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C1.4 AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH A	ND SAFETY ACT. 1993 ACT
THIS AGREEMENT made at Man Durgion Guilding The	Rethan
on this the <u>trib</u> day of <u>high</u>	in the year <u>12013</u>
between THE EKURHULENI METROPOLITAN MUNICIPALITY (hereinafte one part, herein represented by	er called "the Employer") of the
In his capacity as <u>Bareber</u> (MA	EKURHUCENYMETOGPOLIKA MUNICIPALITY
and	2/3 -04-2010
Hanie le Brix	TENDER OFFICE
(hereinafter called "the Mandatory") of the other part, herein represented by	
in his capacity as <u>Director</u>	
WHEREAS the Employer is desirous that certain works be constructe MAIN BUILDING CONTRACTORS TO MANAGE SMALL COMMU CONSTRUCTION OF APPROXIMATELY 9 966 SUBSIDIZED HOUSES 2016	JNITY BUILDERS FOR THE
and has accepted a Bid by the Mandatory for the construction, completion an whereas the Employer and the Mandatory have agreed to certain arrangeme in order to ensure compliance by the Mandatory with the provisions of the O 1993 (Act 85 of 1993);	ints and procedures to be followed

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.
 - In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the abovementioned 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.
 - The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms (C) 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 PÉGRILE RULX
/INLOADITALSV	

(IN CAPITALS)

 EXUSHIDLEND METROPOLITAN MUNICIPALITY
2 3 -04- 2013
TENDER OFFICE SIEANDA 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 BEHA	LF OF THE COMPANY:		EKURHULENI METROPOLITAH MUDICIPALITY
IN HIS/HER CAPAC	CITY AS :		2.3-64-2013-
<u>DATĖ</u> :	anan	·	TENDER OFFICE SISANDA MAYA
SIGNATURE OF SIGNATORY :		<u>OtoAN034 1917-1 75</u>	
WITNESS <i>NAME</i> (IN CAPITALS)	1		

C1.5 DRAWINGS AND GEOTECHNICAL REPORTS

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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



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EKURHULENI METROPOLITAN MUNICIPALITY

DEPARTMENT NAME: HUMAN SETTLEMENTS DEPARTMENT

CONTRACTINO: 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

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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 bidded rate of the (same) item
Sum	:	An amount bidded 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 Bitl of Quantities are metric units.

mm		millimetre		
m	Ξ	metre		
km	=	kilometre		
km-pass		kilometre-pass		
m²	=	square metre		
m²-p	ass	square metre-pass		
ha	22	hectare		
m³	æ	cubic metre		
m³-k	m≐	cubic metre-kilometre		
k₩	5	kilowatt		
kΝ	Ξ	kilonewton		
kg	Ξ	kilogram		
t	=	ton (1 000 kg)		
%	=	per cent		
MN		meganewton		
MN-m=		meganewton-metre		
PC Sum		= Prime Cost Sum		
Prov Sum		= Provisional Sum		



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EKURMULENI METROPOLITAN MUNICIPALITY

Department Name: HUMAN SETTLEMENTS

TENOER OFFICE

2 3 -04- 2013

CONTRACTINO: A-HS 03-2013

SISAMDA MAYA

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

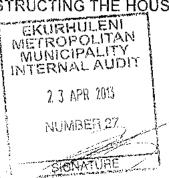
C2.2 PRICING SCHEDULE

	PRESENT	BID PRICE PER
	SUBSIDY	TOP STRUCTURE
	QUANTUM	(Excluding VAT)
	PER TOP	
	STRUCTURE	
Draw 1: Payable on completion of the foundation floor slab	R20 198.50	RIGKEDICO
Draw 2: Wail Plate stage of house	R17 313.00	R 16 635.75
Draw 3: Completion stage of the house and hand over of the	R17 313.00	R
housing product		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
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.	1	R2 885.50
TOTAL (EXCLUDING VAT, ESCALATION, TRANSFER COSTS & BENEFICIARY ADMINISTRATION)	R66 533.75	ROUSICACO
TOTAL (ROUNDED OFF) (EXCLUDING VAT, ESCALATION,	R66 533.00	RELISION
TRANSFER COSTS & BENEFICIARY ADMINISTRATION)		Eff Maria Co

NB: PLEASE NOTE

- 1. 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.
- 2. BID PRICES MUST NOT EXCEED THE TOTAL SUBSIDY AMOUNT OF R66 533.00 PER TOP STRUCTURE. <u>BIDS EXCEEDING THE SAID</u> <u>SUBSIDY AMOUNT WILL BE REJECTED</u>.
- 3. 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.





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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

HEMK LE ROUX

Name in block letters

Diedor

100

Designation

Date

EKURHULENI METROPOLITAI MUNICIPALITY	ų.	
2 3 -04- 2013		
TENDER OFFICE SISANDA MAYA		



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 9 956 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

Piease 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 ontitled 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 – $40m^2$ 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 eff 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 Produrement 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 saits and other materials and shall comply with any further relevant specifications of the Contract. The Main Contractor snall, 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.



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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



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 2336.29
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 21 2 .65
Transfer Costs	R 0.00
Beneficiary Administration	R 0.00
Profit	R 1936.07
Total	R 57 709.95
Total (rounded off)	R 57 710.00
Plus geotechnical allowance	R 8823.75
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 C3.8.11

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

- 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 taskrated 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 taw 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.



11.

The Main Contractors in conjunction with the contractors shall apply through the CLO to the employment labour dosk, 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 tabour 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 labeur. 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 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.



C3.3.13 Floor

The specifications for the floors are stipulated on drawings15-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

C3.3.14.10Roof Covering

The specifications for the top structures are stipulated in drawings 15-S-004 and 15-S-005

C3.3.14.11Plumbing and Drainage

The specifications for the top structures are stipulated in drawings 15-S-004 and 15-S-005

C3.3.14.12Kitchen Unit

The specifications for the top structures are stipulated in drawings 15-S-004 and 15-S-005



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;

- 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.



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 Occupationa: 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, E mair 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
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

CONTRACTING: 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 slices are as follows:

Region C

Mayfield Extension 1 Etwatwa Ext 35 Chief Albert Luthui Ext 4	1 868 houses(\$00 houses 2014/2015 and 968 houses 2015/2018) 338 houses(100 houses 2013/2014 and 238 houses 2014/2015) 326 houses(326 houses 2015/2016)
Region D	
Modderfontein 76 portion 7 Payneville Ext 1	645 houses(200 houses 2014/2015 and 445 houses 2015/2016) 1115 houses(200 houses 2014/2015, 515 houses 2014/2015 and 400 houses 2016/2016
Region E	2015/2016)
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)
Aira Park	674 houses (150 houses 2013/2014, 320 houses 2014/2015 & 204 houses 2015/2016)
Region F	
Magagula Helghts Moleleki Ext 1 & 2 Villa Liza Ext 3 Tinasonke Ext 4 Eden Park West & West Ext 1	200 houses (100 houses 2013/2014 & 100 houses 2014/2015 446 houses (446 houses 2013/2014) 673 houses (300 houses 2013/2014 & 373 houses 2014/2015) 530 houses (250 houses 2013/2014 & 280 houses 2014/2015) 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.