GREATER LETABA MUNICIPALITY



PROCUREMENT OF TWENTY (20) PANEL SERVICE PROVIDERS (CONTRACTORS) FOR PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES WITHIN GREATER **LETABA LOCAL MUNICIPALITY FOR A PERIOD OF THREE (03) YEARS**

TENDER NUMBER: GLM023/2023

CIDB GRADING OF 2GB OR HIGHER **CLOSING DATE: 23 JUNE 2023 @ 12H00**

COMPANY NAME	
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TENDER SUM (IN WORDS)	
CLIENT: GREATER LETABA MUNICIPALITY	CONSULTANT: N/A
44 Botha Street	NO ACCUSATION AND ACC
Modjadjiskloof 0835	
Tel:015 309 9246	
Fax:015 309 9419	no.
Contact Person: Ms Nhlane Gl	
Director Technical Services	









CONTRIBUTING TO A NATION AT WORK

THE TENDER

T1	TENDERING PROCEDURES	
T1.1	TENDER NOTICE	WHITE
T1.2	INVITATION TO TENDER	~
T1.3	TENDER DATA	×
T1.4	FUNCTIONALITY CRITERIA	PINK
T2	RETURNABLE DOCUMENTS	
T2.1	LIST OF RETURNABLE DOCUMENTS	Mo.
T2.2	RETURNABLE SCHEDULES	YELLOW
T2.3	OTHER DOCUMENTS REQUIRED ONLY FOR TENDER EVALUATION PURPOSES	
	THE CONTRACT	
C1:	AGREEMENT AND CONTRACT DATA	
C1	FORM OF OFFER AND ACCEPTANCE	
C1.2	CONFIRMATION OF RECEIPT	ш
C1.3	PERFORMANCE GUARANTEE	WHITE
C1.4	AGREEMENT IN TERMS OF SECTION 37(2) OF THE OHS ACT (No. 85 OF 1993)	
C1.5	CONTRACT DATA	
C2	PRICING DATA	
C2.1	PRICING INSTRUCTIONS	YELLOW
C2.2	BILL OF QUANTITIES	۶
C3:	SCOPE OF WORK	·····
C3.1	DESCRIPTION OF WORKS	BLUE (BACK TO BACK)
C3.3	CONSTRUCTION	BLI ACK TC
C3.4	MANAGEMENT	/ <u>(B</u>)
C4:	SITE INFORMATION	 2
C4.1	SITE INFORMATION	GREEN

GREATER LETABA MUNICIPALITY



PROCUREMENT OF TWENTY (20) PANEL SERVICE PROVIDERS (CONTRACTORS) FOR PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES WITHIN GREATER LETABA LOCAL MUNICIPALITY FOR A PERIOD OF THREE (03) YEARS

PROJECT NO: GLM023/2023

THE TENDER

PART T1

: TENDER PROCEDURES

PART T2

: RETURNABLE DOCUMENTS

Contractor	Witness 1	Employer	Witness 1

GREATER LETABA MUNICIPALITY



PROCUREMENT OF TWENTY (20) PANEL SERVICE PROVIDERS (CONTRACTORS) FOR PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES WITHIN GREATER LETABA LOCAL MUNICIPALITY FOR A PERIOD OF THREE (O3) YEARS

PROJECT NO: GLM023/2023

PART T1: TENDER PROCEDURES

T1.1

: TENDER NOTICE & INVITATION TON TENDER

T1.2

: TENDER DATA

Contractor	Witness 1	Employer	Witness 1

TENDER NOTICE



GREATER LETABA MUNICIPALITY

TENDER NO.	PROJECT DESCRIPTION	MINIMUM NUMBER OF WORK OPPORTUNITIES EXPECTED (EPWP)	CIDB GRADING	SITE INSPECTION	CLOSING
GLM023/2023	PROCUREMENT OF TWENTY (20) PANEL SERVICE PROVIDERS (CONTRACTORS) FOR PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES WITHIN GREATER LETABA LOCAL MUNICIPALITY FOR A PERIOD OF THREE (03) YEARS	05 PER WORKS ORDER	2GB OR HIGHER	N/A	23 JUNE 2023

Tender Documents will be available as from the **05 JUNE 2023** at the offices of the Greater Letaba Municipality offices, at 44 Botha Street, Modjadjiskloof, 0835 during office hours. Documents may be collected upon a non-refundable cash fee of **R 840.68** per document, only cash or card purchases will be accepted.

Tenders are hereby invited from prequalified only tenderers who can demonstrate that they will have in their employ staff which satisfy EPWP requirements during the contract validity are eligible to submit tenders.

There will be no Tender Clarification Meeting.

The Tenderer must complete the Bid Document and attach all Returnable Documents. The Bid Document must be sealed in an envelope stipulating the Project Name & Tender Number (PROCUREMENT OF TWENTY (20) PANEL SERVICE PROVIDERS (CONTRACTORS) FOR PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES WITHIN GREATER LETABA LOCAL MUNICIPALITY FOR A PERIOD OF THREE (O3) YEARS, GLM023/2023) Bid Documents must be deposited into the Tender Box, Ground Floor, Greater Letaba Municipality, 44 Bother Street, Modjadjiskloof, 0835 at no later than 12H00 on the 23 JUNE 2023

Prospective Tenderers must be registered with the National Treasury's Central Supplier Database (CSD) and with the Construction Industry Development Board (CIDB). The Bidder must have CIDB Grading of **2GB OR HIGHER**

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	Contractor	Witness 1		Employer	Witness 1	

N.B: The evaluation of the bid will be conducted in two stages; first stage will be assessment on functionality. Only bidders that obtain 60 points will be subjected to 80/20 Preference point scoring system, where 80 points will be allocated for price only and 20 points will be allocated based on the specific goals points scored.

Bid Documents will be evaluated in terms of the Supply Chain Management Policy of the Greater Letaba Municipality. The lowest tender will not necessarily be accepted or deemed suitable. The Greater Letaba Municipality reserves the right not to consider any tender not suitably endorsed or comprehensively completed, as well as the right to accept the tender in whole part.

Administration queries may be directed to the Supply Chain Office: Ms P Kgatla - 087 086 7471

Technical Enquiries may be directed to Mr T Mahlobogoane - 087 086 7584

SEWAPE MO - MUNICIPAL MANAGER
GREATER LETABA MUNICIPALITY

TENDERERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

Bidders must complete the Tender Document in Blank Ink, All Pages of the Tender Document must be Initialled, All Forms Must Be Completed, the Bidder Must Sign for All Mistakes/Errors. Should the Bidder Not Adhere to these instructions, his/her Bid will be regarded as being Non-Responsive and would therefore be Disqualified.

INSTRUCTIONS/RETURNABLE SCHEDULES THAT LEAD TO DISQUALIFICATION OF BID:

- Copy of Company registration certificate (c.k. certificate)
- A valid Tax Clearance Certificate issued by the South African Revenue Services or Tax Compliance status pin letter.
- o Individual Firms, joint venture or consortium firms experience detail.
- o Joint venture, consortium agreements (if applicable).
- Certified ID copies of owners as per C.K.
- Recent proof of payment for municipal rates and taxes or municipal services charges owed by that bidder or any of its directors to the Municipality which are not in arrears for not more than three months in line with regulation no.38 of the Municipal Supply Chain Management Regulations/ recent and original proof of residence from Traditional Authority or Induna in case where business is located in a non-ratable area / valid lease agreement signed between the Lessor and the Lessee(Bidder).
- Company Profile/ schedule indicating bidder's experiences.
- The bid document must be properly completed in black ink and very page initialled.
- The Bidders must submit the master registration number (Central Supplier Database registration number) to enable the Municipality to verify the bidders tax compliance and other information.
- Attach Proof of Purchase (Receipt or Proof of payment.)
- Original or certified copy of B-BBEE Level Contribution Certificate as proof of Specific goals (10 Points 100% black owned)
- Copy of Shareholding Certificate as proof of specific goals. (10 Points Woman)
- Proposed general maintenance works Programme on Microsoft Projects Format
- o Construction Industry Development Board (CIDB) Grading Certificate
- Workman's Compensation Registration Compensation for Occupational Injuries & Diseases Act No. 130 of 1990
 (COIDA)

- Authority of Signatory (Under Company Letter Head)
- Bank Rating Letter (not older than 3 Months)
- Completion of Form of Offer
- Completion of Bill of Quantities
- Letter of intent to provide performance guarantee.
- Attach acknowledgement of addendum

NB: The evaluation of the bid will be conducted in two stages; first stage will be assessment on functionality. Only bidders that obtain 60 points will be subjected to 80/20 Preference point scoring system, where 80 points will be allocated for price only and 20 points will be allocated based on the specific goals points scored.

Bidders shall take note of the following bid conditions:

- Specific goals in terms of the Preferential procurement regulations 2022 will apply on this bid.
- o Council reserves the right to negotiate further conditions in terms of SCM regulation 24 with the successful bidder.
- Council reserves the right not to appoint.
- No bidder will be appointed if not registered on Central Supplier Database.
- Late, incomplete, unsigned, faxed or emailed bids will not be accepted.

NB: Certification on the documents should not be older than six (06) months. Bidders will be disqualified for failure to submit any of the returnable documents listed above (with the exception of BBBEE status level certificate).

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

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Contractor	Witness 1	Employer	Witness 1

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TEDER DATA

The conditions of tender are those contained in the latest edition of SANS 10845-3, Construction Procurement -Part 3: Standard Conditions of Tender.

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provision of SANS 1084-3.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

CLAUS E	DATA Miles and the second of							
2.1	Wherev	Wherever reference is made in the documentation to Bill of Quantities it shall also mean Pricing Schedule. Wherever reference is made in the documentation to contractor it shall also mean service provider						
2.7	Wherev	Wherever reference is made in the documentation to contractor it shall also mean service provider						
3.1	Employer is: GREATER LETABA MUNICIPALITY The Employer 's domicilium citandi et excutandi (permanent physical business address) is: 44 Botha Street Modjadjiskloof 0835							
3.2								
		The Tender						
	T1	Tendering Procedures						
	T 1.1	Tender Notice and Invitation to Tender						
	T1.2	Tender data						
	T2	Returnable Documents						
	T2.1	List of returnable documents						
	T2.2	Returnable Schedules for Tender Evaluation Purposes						
		The Contract						
	C1	Agreements & Contract Data						
	C1.1	Form of Offer & Acceptance						
	C1.2	Contract Data						
	C1.3	Form of Guarantees (n/a)						
	C2	Pricing Data						
	C2.1	Pricing Instructions						
	C2.2	Bill of Quantities						
	C3	Scope of Work						
	C4	Site Information						
3.4	The lan	guage for communications is English.						
3.4	The em	ployer's agent is: N/A						
3.5		der process may be cancelled if:						
	(b) Fur	te to changed circumstances, there is no longer a need for the goods or services specified in the invitation: acceptable tender is received; or						
	,	s a material irregularity in the tender process						
3.6	The cor	npetitive selection procedure shall be applied in awarding the tender.						

4 Jurisdiction Unless stated otherwise in the Tender Data, each tenderer and the Employer undertake to accept the jurisdiction of the courts of law of the Republic of South Africa. 4.1 Only those tenders who satisfy the following criteria are eligible to submit tender: (a) The Contractor submitting the tender is under restrictions or has principals due to corrupt of fraudulent practices: (b) The tenderer does not have the legal capacity to enter into the contract; (c) The Contractor submitting the tender is 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 the foregoing; (d) The tenderer does not comply with the legal requirements stated in the Employer's procurement policy; (e) The tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel. experience and reputation to perform the contract; (f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract. Only those tenderers who are registered with the Construction Industry Development Board (CIDB) with a grading equal to 2GB OR HIGHER, or a combined grading equal to 2GB OR HIGHER (in the case of a joint venture), as defined in the Regulation (09 August 2004 and 22 JULY 2005), in terms of the CIDB Act No 38 0f 2000, are eligible to submit tender for this contract. 1. Only those Tenderers 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 tender 2. The Tender 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 work together with satisfactory evidence that such staff member satisfy the eligibility requirements. Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of 4.6 Condition of Tender, Clause 5.8 4.7 There will be no compulsory clarification meeting. 4.10 Tenderers are required to state the rates and currencies in Rand 4.12 Alternative offers are generally not accepted due to possible manipulation of the tender process and resulting complexity of the evaluation. Therefore, the submission of alternative tenders is strongly discouraged. The submission of alternative work will be considered as a non-responsive offer. However, a tenderer wishing to submit an alternative offer shall first apply to the employer with full details of the principles of the alternative for confirmation that the Employer's standards and requirements are not comprised or reduced. Such confirmation must have been provided by the Employer in writing at least 5 (five) working days before the date and time of tender closing, or as extended by an addendum sent to all tenderers. The application shall not be submitted later than 7 (seven) working days before the date and time of closing given in Tender Data Clause 4.15 Parts of each tender communicated on paper shall be submitted as an original, plus zero (0) copies. 4.13 4.13.4 The tenderer is required to submit with his tender the following Mandatory documents: Company Registration Documents

Certified Copies of Directors Identity Document Tax Clearance Certificates & SARS TCP Pin **B-BBEE Certificate** Central Supplier Database (CSD) Report Construction Industry Development Board (CIDB) Grading Certificate 2GB OR HIGHER Workman's Compensation Registration (COIDA) Certificate Authority of Signatory (Under Company Letter Head) Municipal Rates & Taxes Bank Rating Letter Joint Venture Agreement Receipt/Proof of Purchase of the Tender Document In the event of a Joint Venture submitting a tender, both members of the joint venture must submit proof of the aforementioned documents. The combined submission must meet the minimum requirements of the Tender Document Important Note: Failure to provide the required particulars as per the above listed certificates implies a non-responsive tender and warrants rejection of the tender on account of non-compliance with the requirements of the Tender Data Wherever reference is made in the tender documentation for non-financial proposal it shall also mean technical 4.13.5 proposal, 4.13.5 Tenders should be submitted in a sealed envelope indicating the Tender Information and the Delivery Address: Location of Tender Box: Greater Letaba Municipality 44 Botha Street Modjadjiskloof 0835 4.13.5 A two-envelope procedure is **NOT** required 4.13.5 | Telephonic, telegraphic, telex, facsimile or e-mail tender offers shall **NOT** be accepted 4.15 The closing time for submission of tender offers is 12h00 hours on 23 JUNE 2023. 4.16.1 The tender validity period is 13 Weeks (90 Days) 4.16.2 Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer: (a) withdraws his tender; (b) gives notice of his inability to execute the contract in terms of his tenderer; or (c) fails to comply with a request made in terms of 4.17, 4.18 or 5.9; Such tenderer shall be barred from tendering on any of the Employer's tenders for a period to be determined by the Employer, but not less than 6 (six) months from a date determined by the Employer. The Employer may fully or partly exempt a tenderer from provisions of this conditions if he is of the opinion that the circumstances justify the exemption. Any additional information requested under the clause must be provided within 5 (five) working days of date of 4.18 request. 4.19 Access shall be provided for inspections and testing by personnel acting on behalf of the Employer

5.1	The Employer shall respond to clarifications received up to 7 (seven) working days before tender closing time.
5.2	The Employer shall issue addenda until 5 (five) working days before tender closing time.
5.4	There will be no public opening of tenders.
5.5	Bidders must score a minimum Functionality Evaluation score of 60%
	Only those tenderers who can demonstrate that they will have in their employ management and supervisory staff satisfying the requirement of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders
	The tenderer must submit to the Employer, 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 eligibility requirements.
5.7	Prior to Disqualification, the Employer shall inform the tenderer and give the tenderer an opportunity to make representations within 14 days as to why the tender submitted should not be disqualified and as to why the tenderer should not be restricted by the National Treasury from conducting any business with any organ of state for a period not exceeding 10 years.
	In the event of disqualification, the Employer may, at its sole discretion, claim damages from the tenderer and impose a specified period during which tender offers will not be accepted from the offending tenderer and, the Employer shall inform the National Treasury in writing.

5.8 Arithmetical errors, omissions, discrepancies and imbalanced unit rates

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

Check responsive tender offers for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the Pricing Schedule or Bills of Quantities; or
- c) arithmetic errors in:
 - i) line-item totals resulting from the product of a unit rate in Bills of Quantities or Schedules of Prices; or
 - ii) the summation of prices;
- d) imbalanced unit rates

Notify shortlisted tenderers of all errors, omissions or re-balancing of imbalanced rates that are identified in their tender offers.

Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:

- a) If Bills of Quantities or Pricing Schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the unit rate shall govern, and the line-item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in unit rate, the line item total as quoted, and the unit rate shall be corrected.
- b) Where there is an error in the total of 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 be corrected.
- c) Where the unit rates are imbalanced, adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above.

Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive.

Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2.

The tenderer is required to submit balanced unit rates for Rate only items in the Pricing Schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.

5.11 The procedure for the evaluation of responsive tenders is **Method 4**

5.11.5 METHOD 4: FINANCIAL OFFER, QUALITY & PREFERENCES

In case of financial offer, quality and preferences;

- a) Score each tender in respect of financial offer made, the preference claimed, if any and the quality offered in accordance with the provisions of 5.11.7 to 5.11.9, 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;

 $T_{EV} = N_{EO} + N_P + N_O$

Where:

- N_{FO} is the number of tender evaluation points awarded for financial offer made in accordance with 5.11.7
- N_P is the number of tender evaluation points awarded for preferences claimed in accordance with clause 5.11.8
- No is the number of tender evaluation points awarded for quality offered in accordance with clause 5.11.9
- c) rank tender offers from the highest number of tender evaluation points to the lowest, and
- 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.

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, in which case the process set out in this sub clause shall be repeated.

If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for preference.

If functionality/ quality is part of the evaluation process and two or more tenderer score equal total points and equal preference points, the contract must be awarded to the highest points for functionality/ quality.

If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

5.11.6 | Score of financial offers, preferences and quality, as relevant, to be given to two (2) decimal places

5.11.7 SCORING FINANCIAL OFFERS

Score the financial offers using the following formula:

 $N_{FO} = W_1 \times A$

Where:

- N_{FO} is the number of the tender evaluation points awarded for financial offer
- W₁ is the maximum possible number of tender evaluation points awarded for financial offer
- A is the number calculated using relevant formula described below

The following formula shall be used to calculate the points for price (A):

$$A = \left(1 - \frac{P - P_m}{P_m}\right) W_1$$

Where:

- P is the comparative offer of the tender offer under consideration
- P_m is the comparative offer of the most favourable comparative offer
- W₁ is the maximum possible number of tender evaluation points awarded for financial offer (80 Points)

In the event that the calculated value is negative, the allocated score shall be zero

5.11.8 SCORING PREFERENCES

Up to 20 Evaluation Points will be awarded to tenderers who are found to be eligible for the Preference Point. Scorecards are based on the Tenderer's Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003) Level of Contribution and the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).

N_P shall be calculated as described below;

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (80/20 SYSTEM)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non- compliant contributor	0

Eligibility for preference points is subject to the following conditions:

- a) The Tenderer must attach a B-BBEE Verification Document as part of the Returnable Documents
- b) The certificate shall:
- Verification Agency accredited by the South African National Accreditation System (SANAS)
- Registered Auditor accredited by the Independent Regulatory Board of Auditors (IRBA)
- Sworn affidavit in the case of an Exempted Micro Enterprise (EME) or Qualifying Small Enterprise (QSE)
- Be an original or an original certified copy of the original;
- Be valid at the tender closing date; and
- Have a date of issue less than 12 (twelve) months prior to the tender closing date
- c) Compliance with any other information requested to be attached to Returnable Documents
- d) Failure to submit a valid verification certificate(s) will result in the awarding of 0 (zero) points for the preference
- e) In the event of a Joint Venture a consolidated B-BBEE Verification in the name of the Joint Venture shall be submitted, as well as a valid B-BBEE verification certificate for each member of the Joint Venture.

If the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, 0 (zero) points for preference will be awarded, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

SCORING QUALITY

Score each of the criteria and sub criteria for quality in accordance with the provision of the tender data. Calculate the total number of tender evaluation points (N_Q) using the following formula

 $N_Q = W_2 \times S_0 IM_S$

Where:

5.11.9

W₂ is the maximum possible number of tender evaluation points awarded for the quality

 S_0 is the score for quality allocated to the submission under consideration;

M_s is the maximum possible score for quality in respect of a submission (using the table given below)

5.11.9.1 The functionality criteria (QUALITY) and, maximum score in respect of each of the sub criteria are as follows:

FUNCTIONALITY EVALUATION CRITERIA

COMPANY EXPERIENCE

		SCORING CRITERIA	WEIGHT	SCORE		
The Bidder must attach Appointments Letters and Completion Certificates for Successfully Completed			·		The Bidder Scores Zero (0) points where no information regarding the Company's Relevant Past Experience has been indicated.	0
Projects The Bidder must provide Contactable Referees for the Completed Projects to allow	EXPEREINCE	Building or facilities Maintenance Projects that was Successfully Completed within combined project value of R1 million over the last 5 years	10			
confirm and validate the information Points will only be allocated to	confirm and validate the information will only be allocated to	Building or facilities Maintenance Projects that was Successfully Completed within combined project value between R1 – R2 million over the last 5 years	20			
Projects that fit the Criteria and for Projects that are related to Building or facilities Projects		Building or facilities Maintenance Projects that was Successfully Completed within combined project value exceeding R2 million over the last 5 years	30			
		COMPANY EXPERIENCE TOTAL	30	_		

FINANCIAL CAPACITY

				SCORING CRITERIA	WEIGHT	SCORE
Bidders must attach a Bank Rating Letter that is not older than 3 Month. In the case of a Joint Venture the Bank Rating Letter should be that of the Lead Partner.		BANK RATING = F & G	0			
	RATING	BANK RATING = E	5			
	BANK	BANK RATING = D	10			
		BANK RATING = A, B, & C	15			
		FINANCIAL CAPACITY TOTAL	15	<u> </u>		

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C11	1400		
Contractor	Witness 1	Employer	Witness 1
		· -	

KEY PERSONNEL

"		SCORING CRITERIA	WEIGHT	SCORE
Certified Copies of Academic Qualifications Certificates must be attached. Years of	GER	No formal Qualification Obtained Qualifications Not Attached	0	
	CONTRACTS MANAGER	National Diploma (N. Dip.): Building Construction with less than 5 years' experience	1	
Experience will be counted from the year when the Qualification in question was	ITRACTS	National Diploma (N. Dip.): Building Construction with more than 5 years' experience	3	
obtained	S	BSC or B-Tech Degree: Building Construction with more than 5 years' experience	5	
		TOTAL	5	
		SCORING CRITERIA	WEIGHT	SCORE
Certified Copies of Academic Qualifications Certificates must be attached. Years of Experience will be counted from the year when the Qualification in question was obtained.		No formal Qualification Obtained Qualifications Not Attached	0	
	SITE AGENT	National Certificate N6: Building Construction	3	
	SITE /	National Diploma (N. Dip.): Building Construction with less than 3 years' experience	5	
		National Diploma (N. Dip.): Building Construction with more than 3 years' experience	10	
		TOTAL	10	
		SCORING CRITERIA	WEIGHT	SCORE
Certified Copies of Academic Qualifications Certificates	A A	No formal Qualification Obtained Qualifications Not Attached	0	
must be attached. Years of Experience will be counted from the year when the	SITE FORMAN	National Certificate N6: Building Construction	3	
Qualification in question was obtained	SIT	National Diploma (N. Dip.): Building Construction with more than 2 years' experience	5	
		TOTAL	5	
Certified Copies of Academic	~	SCORING CRITERIA	WEIGHT	SCORE
Qualifications Certificates must be attached. Years of Experience will be counted from the year when the Qualification in question was obtained	SAFETY OFFICER	No formal Qualification Obtained Qualifications Not Attached	0	
	n the Relevant Qualifications with more	Relevant Qualifications with more than 2 years' experience	5	
		TOTAL	5	
		KEY PERSONNEL TOTAL	25	

PLANT SCHEDULE

Certified Copies of Proof of	NOI	SCORING CRITERIA	WEIGHT	SCORE
Ownership must be attached. In the case where the Plant is	TRUCT	SCAFFOLDER X 1	5	
to be Hired, a Letter of Intent must be Attached along with	CONS	TRACTOR LOADER BACKHOE (TLB) x 1	5	

Certified Copies of Proof of Ownership	PEDESTRIAN ROLLER x 1	5	
NB: Proof of ownership not required for scaffolder and generator	CRANE TRUCK x 1	5	
30,10,210,	TIPPER TRUCK x 1	5	
	GENERATOR x 1	5	
	PLANT SCHEDULE TOTAL	30	

TOTAL FUNCTIONALITY POINTS SCORED

CRITERIA	WEIGHT	SCORE
COMPANY EXPERIENCE	30	
FINANCIAL CAPACITY	15	
KEY PERSONNEL	25	
PLANT SCHEDULE	30	
TOTAL POINTS FOR FUNCTIONALITY	100	
FUNCTIONALITY THRESHOLD (MINIMUM SCORE)	6	0

GREATER LETABA MUNICIPALITY



PROCUREMENT OF TWENTY (20) PANEL SERVICE PROVIDERS (CONTRACTORS) FOR PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES WITHIN GREATER LETABA LOCAL MUNICIPALITY FOR A PERIOD OF THREE (O3) YEARS

PROJECT NO: GLM023/2023

PART C1: AGREEMENT AND CONTRACT DATA	

Contractor	Witness 1	Employer	Witness 1

MBD2	TAX CLEARANCE CERTIFICATE REQUIREMENTS
MBD 3.1	PRICING SCHEDULE - FIRM PRICES (PURCHASES)
MBD 3.2	PRICING SCHEDULE - NON-FIRM PRICES (PURCHASES)
MBD 4	DECLARATION OF INTEREST
MBD 6.1	PREFERENCE POINTS CLAIM FORM
MBD 6.2	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT
MBD 7.1	CONTRACT FORM – PURCHASE OF GOODS/WORKS
MBD 7.2	CONTRACT FORM - RENDERING OF SERVICES
MBD 8	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
MBD 9	CERTIFICATE OF INDEPENDENT BID DETERMINATION
А	CERTIFICATE OF NON-COLLUSIVE TENDER
В	CERTIFICATE OF AUTHORITY FOR SIGNATORY
С	CERTIFICATE OF BIDDER'S VISIT TO THE SITE
D	JOINT VENTURE DISCLOSURE FORM
Е	RECORD OF ADDENDA TO TENDER DOCUMENTS
F	PROPOSED AMENDMENTS AND QUALIFICATIONS OF TENDER DOCUMENTS
G	ALTERATIONS BY TENDERER
H	SCHEDULE OF SUBCONTRACTORS
!	SCHEDULE OF PLANT AND EQUIPMENT
J	ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL
К	SCHEDULE OF TENDERER'S EXPERIENCE
L	PROJECT PROGRAMME AND METHOD STATEMENT
М	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE
0	CONTRACTOR'S ESTABLISHMENT ON SITE
P	RATES FOR SPECIAL MATERIALS
Q	SCHEDULE OF LOCAL LABOUR CONTENT

PRIGING SCHEDULE - FIRM PRICES

MBD 3.1

(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name	of Bidder		. Bid Number
Closin	g Time		Closing Date
OFFE	R TO BE VALID FO	RDAYS FROM	M THE CLOSING DATE OF BID.
ITEM NO.	QUANTITY	DESCRIPTION	BiD PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:		
-	At:		
********		····	
-	Brand and Model		
-	Country of Origin		
·		Contractor Witn	ess 1 Employer Witness 1

- Does the offer comply with the specification(s)? - If not to specification, indicate deviation(s) - Period required for delivery *Delivery: Firm/Not firm - Delivery basis Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination. ** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurar contributions and skills development levies. *Delete if not applicable	
Period required for delivery *Delivery: Firm/Not firm Delivery basis Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination. ** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurar contributions and skills development levies.	
*Delivery: Firm/Not firm Delivery basis Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination. ** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurar contributions and skills development levies.	
- Delivery basis Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination. ** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurar contributions and skills development levies.	
Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination. ** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurar contributions and skills development levies.	
** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurar contributions and skills development levies.	
** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurar contributions and skills development levies.	
contributions and skills development levies.	
	nce fi
*Delete if not applicable	

PRICING SCHEDULE - NON-FIRM PRICES

(PURCHASES)

MBD 3.2

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

	•	
Name o	f Bidder	Bid number
Closing	Time	Closing Date
OFFER	TO BE VALID FORDAYS FROM THE CLOS	SING DATE OF BID.
ITEM	QUANTITY DESCRIPTION BID PRICE IN RSA	CURRENCY NO.
** (ALL	APPLICABLE TAXES INCUDED)	
•	·	

	Demoired by	
•	Required by:	
-	At:	•••••••••••••••••••••••••••••••••••••••
•	Brand and model	
•		

	•	Country of origin	
	-	Does the offer comply with the specification(s)?	*YES/NO
	-	If not to specification, indicate deviation(s)	
	-	Period required for delivery	
	•	Delivery:	*Firm/Not firm
	** "all a contrib	pplicable taxes" includes value- added tax, pay as you eard utions and skills development levies.	n, income tax, unemployment insurance fund
	*Delete	if not applicable	
	MBD 3.5	2	
	PRICE	ADJUSTMENTS	
	Α	NON-FIRM PRICES SUBJECT TO ESCALATION	
		IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES W SED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FI RATIVE PRICES	
IN THIS	CATEGO	ORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN	TERMS OF THE FOLLOWING FORMULA:
		$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + C \frac{R4t}{R4o} $	-VPt

Where:

escalated price).				
D1, D2 = D1,D2etc. mu			port, clothing, footwe	ar, etc. The total of the various factor	
R1t, R2t	= Index figure obtained from new index (depends on the number of factors used).				
R1o, R2o	=	Index figure at time of bidding.			
VPt = escalations.	15% of	the original bid price. This portion of	the bid price remains	s firm i.e. it is not subject to any price	
3. The fol	lowing in	dex/indices must be used to calculate	your bid price:		
Index Da	ated	IndexIndex	Dated		
Index Da	ated	IndexIndex	Dated		
		EAKDOWN OF YOUR PRICE IN TEI S MUST ADD UP TO 100%.	RMS OF ABOVE-ME	NTIONED FORMULA. THE TOTAL	
FACTOR			P	PERCENTAGE OF BID	
(D1, D2 etc. eg.	Labour,	transport etc.)	PRICE	TENOENTAGE OF BID	
				1	

85% of the original bid price. Note that Pt must always be the original bid price and not an

The new escalated price to be calculated.

Ра

(1-V) Pt =

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

DECLARATION OF INTEREST

No bid will be accepted from persons in the service of the state*.

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 and/or take an oath declaring his/her interest.

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

Full Name:		
Identity Number:		
Company Registration Number:		
Tax Reference Number:		
VAT Registration Number:		
Are you presently in the service of the state*?		YES / NO
If so, furnish particulars		
Have you been in the service of the state for the	ne past twelve months?	YES / NO
If so, furnish particulars.		
·	·	

- * MSCM Regulations: "in the service of the state" means to be -
- a member of
 - any municipal council;
 - any provincial legislature; or
 - the national Assembly or the national Council of provinces;
- a member of the board of directors of any municipal entity;
- an official of any municipality or municipal entity;
- 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);
- a member of the accounting authority of any national or provincial public entity; or an employee of Parliament or a provincial
- · legislature.

Do you, have any relationship (family, friend, other) with persons in the service of the involved with the evaluation and or adjudication of this bid?	state and who may be YES / NO
If so, furnish particulars.	
·	-
Are you, aware of any relationship (family, friend, other) between a bidder and any p the state who may be involved with the evaluation and or adjudication of this bid? If so, furnish particulars.	TES/NO
· 	
Are any of the company's directors, managers, principal shareholders or stakeholder	s in service of the state YES / NO
If so, furnish particulars.	
Is any spouse, child or parent of the company's directors, managers, principal sharel in service of the state?	nolders or stakeholders YES / NO
If so, furnish particulars.	
CERTIFICATION	
I THE UNDERSIGNED (NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION.	ON FORM IS CORRECT
I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARAT	
Signature	Date
Position	Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
 - (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

- (a) "tender" means a written offer in the form determined by an organ of state in response to an
 invitation to provide goods or services through price quotations, competitive tendering process
 or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

 $Ps=80\left(1-rac{Pt-P\,min}{P\,min}
ight)$ or $Ps=90\left(1-rac{Pt-P\,min}{P\,min}
ight)$

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80\left(1 + rac{Pt - P\,max}{P\,max}
ight)$$
 or $Ps = 90\left(1 + rac{Pt - P\,max}{P\,max}
ight)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10
 preference point system will apply and that the highest acceptable tender will be used
 to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3.	Name of company/firm			
4.4.	Company registration number:			
4.5.	TYPE OF COMPANY/ FIRM			
	□ Partnership/Joint Venture / Consortium □ One-person business/sole propriety □ Close corporation □ Public Company □ Personal Liability Company □ (Pty) Limited □ Non-Profit Company □ State Owned Company [TICK APPLICABLE BOX]			

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
 - i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

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

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

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) & THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1.	(nam stipul	e of institut ated in bid	ake to supply all or any of the goods and/or works described in the attached bidding documents to ion)
2.	The fo	ollowing do	ocuments shall be deemed to form and be read and construed as part of this agreement:
	(i)	Bidding	g documents, <i>viz</i>
		-	Invitation to bid;
		-	Tax clearance certificate;
		-	Pricing schedule(s);
		-	Technical Specification(s);
		-	Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
		-	Declaration of interest;
		-	Declaration of bidder's past SCM practices;
		-	Certificate of Independent Bid Determination;
		-	Special Conditions of Contract;
	(ii)	Genera	l Conditions of Contract; and
	(iii)	Other (s	specify)
3.	cover	all the goo	ave satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted and sand/or works specified in the bidding documents; that the price(s) and rate(s) cover all my accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4.			onsibility for the proper execution and fulfilment of all obligations and conditions devolving on me ment as the principal liable for the due fulfillment of this contract.
5.	l decl	are that I ha	ave no participation in any collusive practices with any bidder or any other person regarding this or

any other bid.

6. I confirm that I a	m duly authorised to sign this contract.	
NAME (PRINT)		WITNESSES
CAPACITY.		1
SIGNATURE		DATE
NAME OF FIRM		
DATE		

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1.	I					
2.	An d	An official order indicating delivery instructions is forthcoming.				
3.					accordance with the ter mpanied by the delivery	ms and conditions of the note.
ITEM NO.		PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
4.	l cor	nfirm that I am duly a	authorized to sign this	s contract.		
SIGNED	AT.		ON			
NAME (PRIN	Т)				
SIGNAT	URE					
OFFICIA	OFFICIAL STAMP WITNESSES 1. 2. DATE					

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) & THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

- 7. I hereby undertake to render services described in the attached bidding documents to GREATER LETABA MUNICIPALITY in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number GLM023/2023 at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
- 8. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for B-BBEE Level Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest:
 - Declaration of Bidder's past SCM practices;

L confirm that Lam duly authorised to sign this contract

- Certificate of Independent Bid Determination;
- Special Conditions of Contract;
- (v) General Conditions of Contract; and
- (vi) Other (specify)
- 9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 10. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- 11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

	, and the second	
	Company Name	
	Fuil Name	Capacity
, 	Signature	Date
WITNESS 1		
WITNESS 2	Signature	Date
	Signature	Date

PART 2 (TO BE FILLED IN BY THE PURCHASER)

4.	- L		in my capacity	as	
	accept your bid under reference number		dated	••••••	fo
	the rendering of services indicated hereunder ar	nd/or further speci	fied in the annexur	e(s).	
5.	An official order indicating service delivery instru	ections is forthcom	ning.		
6.	I undertake to make payment for the services re- 30 (thirty) days after receipt of an invoice.	ndered in accorda	ance with the terms	and conditions of t	the contract, within
	DESCRIPTION OF SERVICE	PRICE (ALL INCLUSIVE))	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL CONTENT
		CERTIFICATIO	N		
		Company Name	e	· · · · · · · · · · · · · · · · · · ·	
	Full Name	•	-	Capacit	 ly
	Signature			Date	
		Signed At			
W	/ITNESS 1				
W	Signature //TNESS 2			Date	
	Signature			Date	

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

MBD 8

This Document 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:
- abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- been convicted for fraud or corruption during the past five years;
- wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- 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).

n order to give effect to the above, the following questionnaire must be completed and submitted with	tne bid	l .
Question	Yes	No
Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as	Yes	No
companies or persons prohibited from doing business with the public sector?	╽╚┙╽	Ш
(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).		
The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.		
If so, furnish particulars:	L	
Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the	Yes	No
Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	╽╙╽	
The Register for Tender Defaulters can be accessed on the National Treasury's website		
(www.treasury.gov.za) by clicking on its link at the bottom of the home page.		
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	Yes	No
Republic of South Africa) for fraud or corruption during the past five years?		
If so, furnish particulars:		
Question	Yes	No
Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the	Yes	No
municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than		
three months?		
If so, furnish particulars:		
Was any contract between the bidder and the municipality / municipal entity or any other organ of state	Yes	No
terminated during the past five years on account of failure to perform on or comply with the contract?	🗀	
If so, furnish particulars:		
j		
· · · · · · · · · · · · · · · · · · ·		

CERTIFICATION DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES I THE UNDERSIGNED (NAME) 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 Date

Name of Bidder

Position

- 1. This Municipal Bidding Document (MBD) 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.

This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) 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.

CERTIFICATION OF INDEPENDENT BID DETERMINATION

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;

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

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.

In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- Prices,
- geographical area where product or service will be rendered (market allocation)
- methods, factors or formulas used to calculate prices;
- 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
- bidding with the intention not to win the bid.

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.

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.

imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

Name of Bidder

Position

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

1. IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:

I/We certify that this is a bona fide tender.

I/We also certify that I/We have not done and I/We undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract.

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any other person;
- b) communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain the insurance-premium quotations required for preparation of the tender;
- c) cause or induce any other person to communicate to me/us the amount or approximate amount of any rival tender for this contract;
- d) enter into any agreement or arrangement with any other person to induce him to refrain from tendering for this
 contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or
 induce any other person to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

CERTIFICATION	
Company Name	······································
Full Name	Capacity
Signature	Dafe

Contractor Witness 1	Employer	Witness 1

2. IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:

We certify that this is a bona fide tender.

We also certify that we have not done and we undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract:

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any person outside this consortium;
- b) communicate to a person outside this consortium other than the person calling for these tenders, the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain insurance premium quotations required for preparation of the tender;
- c) cause or induce any person outside this consortium to communicate to us the amount or approximate amount of any rival tender for this contract.
- d) enter into any agreement or arrangement with any person outside this consortium to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any person outside this consortium to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person outside this consortium for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not, and the term "person outside this consortium" means, when the consortium is a partnership, a person other than a partner or an employee of a partner or the partnership, or when the consortium is a company, a person other than a person or company holdings shares in the consortium, or any employee of such a person, company or the consortium.

Company Name	
Full Name	Capacity
Signature	Date

CERTIFICATION

CERTIFICATE OF AUTHORITY FOR SIGNATORY

В

Signatory for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the boards of directors to this form.

PROJECT NAME:		
CONTRACT NUME	BER:	
By resolution of th	ne board of directors passed at a meeting held on	(Date)
the		(Date)
at		(Place)
Mr/Mrs		
, whose signature mentioned	e appears below, has been duly authorised to sign all documents in connection with the above-	
Tender and any	Contract that may arise there from on behalf of (name of Tenderer in block capitals)	
SIGNED ON BEHA	ALF OF THE COMPANY:	
IN HIS/HER CAPA		
IN DIS/DER CAPA		
DATE:		
SIGNATURE OF S	IGNATORY:	
WITNESSES:	1.	
WITNESSES:	2.	

Contractor Witness 1

Employer Witn

This is to Certify that, I					
Name of Firm					
Postal address					
					·
					•
Physical address					
Telephone	••••••				•••••••••••••••••
Fax					
					
Engineer's Representative					
Date of Site Visit				• M M - J	
Date of Old Visit					
I further certify that I have n	nade myself fami	liar with all loca	al conditions likely to	influence the work	& the cost thereof
that I am satisfied with the			_		
and that I understand perfe					
TENDEDED/C DEDDECENTATAT	115 de .	(Cit)			
TENDERER'S REPRESENTAT		(Signature)			
		(Name)			
EMPLOYER'S REPRESENTA	<u>ΓΙVE:</u>	(Signature)			
		(Name)			

CERTIFICATE OF BIDDER'S VISIT TO THE SITE

C

GENERAL

- i. All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii. A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii. Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv. ABE partners must complete ABE Declaration Affidavits.
- v. The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi. Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1.		JOINT VENTURE PARTICULARS
a)	Joint Venture Name	
b)	Postal address	
c) Physical address		***************************************
	Dhysical address	
	Physical address	

<i>طا</i>	Telephone	
d)	releprione	
e)	Fax	·

Contractor	Witness 1	Employer	Witness 1

2.		IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER
2.1 a)	Name of Firm	
	Postal address	
	Dhysiaal adda	
	Physical address	
	Telephone	
	Fax	
Contac	t person for matters pe	ertaining to Joint Venture Participation Goal requirements:
2.2 b)	Name of Firm	
L . L 0 /	Ivanie or i iiii	
	Postal address	
	Physical address	
	Telephone	
	Fax	
Contact		taining to Joint Venture Participation Goal requirements: ontinue as required for further non-Affirmable Joint Venture Partners)
	1-	

3.		IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER
3.1 a)	Name of Firm	
	Postal address	
	Physical address	
	Telephone	
	Fax	
Contac	t person for matters perta	aining to Joint Venture Participation Goal requirements:
3.2 b)	Name of Firm	
	Postal address	

	Physical address	
	Telephone	
	Fax	
Contac		aining to Joint Venture Participation Goal requirements:
		ontinue as required for further Affirmable Joint Venture Partners)
4.	DESCRIPTION OF TH	E ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE
٦,	DESCRIPTION OF THE	L ROLLS OF THE AFTIRMADLE SOINT VENTORE PARTNERS IN THE SOINT VENTORE
		······································

5.	OWNERSHIP OF THE JOINT VENTURE				
a)	Affirmable Joint Venture Partner ownership percentage(s)		%		
b)	Non-Affirmable Joint Venture Partner ownership percentage(s)		%		
c)	Affir	Affirmable Joint Venture Partner percentages in respect of*			
	(i)	Initial Profit and Loss Sharing			
	(ii)	Initial capital contribution in Rand			
		(*Brief descriptions and further particulars should be p	rovided to clarify percentages).		
	(iii)	Anticipated on-going Capital Contributions in Rands			
		·			
	(iv)	contributions of equipment - specify types, quality, and quar partner	ntities of equipment) to be provided by each		
			·		
6	RF	CENT CONTRACTS EXECUTED BY PARTNERS IN THEIR	OWN RIGHT AS DRIME CONTRACTORS OR AS		
6.	REC	CENT CONTRACTS EXECUTED BY PARTNERS IN THEIR PARTNERS IN OTHER JOIN			
6.					
6 .		PARTNERS IN OTHER JOIN	IT VENTURES		
		PARTNERS IN OTHER JOIN	IT VENTURES		
a)		PARTNERS IN OTHER JOIN	IT VENTURES		
b)		PARTNERS IN OTHER JOIN	IT VENTURES		
a) b) c)	NO	PARTNERS IN OTHER JOIN ON-AFFIRMABLE JOINT VENTURE PARTNERS	PROJECT NAME		
a) b) c)	NO	PARTNERS IN OTHER JOIN	IT VENTURES		
a) b) c)	NO	PARTNERS IN OTHER JOIN ON-AFFIRMABLE JOINT VENTURE PARTNERS	PROJECT NAME		
a) b) c)	NO	PARTNERS IN OTHER JOIN ON-AFFIRMABLE JOINT VENTURE PARTNERS	PROJECT NAME		
a) b) c) d)	NO	PARTNERS IN OTHER JOIN ON-AFFIRMABLE JOINT VENTURE PARTNERS	PROJECT NAME		
a) b) c) d)	NO	PARTNERS IN OTHER JOIN ON-AFFIRMABLE JOINT VENTURE PARTNERS	PROJECT NAME		
a) b) c) d) b) c)	NO	PARTNERS IN OTHER JOIN ON-AFFIRMABLE JOINT VENTURE PARTNERS	PROJECT NAME		

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. cosignature requirements and Rand limits).

(a)	Joint-Venture Cheque Signing
(b)	Authority to enter into Contracts on behalf of the Joint Venture
(c)	Signing, Co-Signing and/or Collateralising of Loans
(d)	Acquisition of Lines of Credit
(e)	Acquisition of Performance Bonds
(f)	Negotiating and Signing Labour Agreements
	NAGEMENT OF CONTRACT PERFORMANCE I in the name and firm of the responsible person). Supervision of field operations

(b)	Major purchasing		
(c)	Estimating		
(d)	Technical management		
9.	MANAGEMENT AND CONTROL OF JOINT VENTURE		
(a)	Under the "managing partner", if any, What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?		
(b)			
(c)	Describe the management structure for the Joint Venture's work under the contract		
	MANAGEMENT FUNCTION / NAME PARTNER* DESIGNATION		
	(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").		
10. <u>PE</u>	RSONNEL		
(a)	State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.		

	TRADE/FUNCTION/ NUMBER EX AFFIRMABLE JOINT NUMBER EX NON-AFFIRMABLE DISCIPLINE VENTURE PARTNERS JOINT VENTURE PARTNERS				
	(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").				
(b)	Number of operative personnel to be employed on the Contract who are currently in the employ of partners.				
	(i) Number currently employed by Affirmable Joint Venture Partners				
	(ii) Number currently employed by the Joint Venture				
(c)	Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture				
(d)	Name of individual(s) who will be responsible for hiring Joint Venture employees				
(e)	Name of partner who will be responsible for preparation of Joint Venture payrolls				
11. <u>C(</u>	ONTROL AND STRUCTURE OF THE JOINT VENTURE				
Briefl	y describe the manner in which the Joint Venture is structured and controlled.				
forego	ndersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the bing statements are true and correct and include all material information necessary to identify and explain the terms and tions of the Joint Venture and the intended participation of each partner in the undertaking.				

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature	
On behalf of	
Name	
Address	
Telephone	
Date	•••••••••••••••••••••••••••••••••••••••
Signature	
On behalf of	
Name	
Address	***************************************
Telephone	
Date	

RECORD OF ADDENDA TO TENDER DOCUMENTS

E

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

NO.	DATE	TITLE OR DETAILS
		
		·
		
	· · · · · · · · · · · · · · · · · · ·	
	· · · · · · · · · · · · · · · · · · ·	
-		
	·	
		CERTIFICATION
		CERTIFICATION
		Company Name
	Full Nam	e Capacity
	i uli ivali	Capacity Capacity
	Signatur	e Date

PROPOSED AMENDMENTS AND QUALIFICATIONS OF TENDER DOCUMENTS

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

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

PAGE	CLAUSE OR ITEM	PROPOSAL

		CERTIFICATION
		Company Name
	Full Nam	e Capacity
	, an Hun	σαρασιτή
 .	Signatur	e Date

ALTERATIONS BY TENDERER

G

Should the Tenderer desire to make any departure or modification to the General Conditions of Contract, Special Conditions of Contract, Specifications, Schedule of Quantities or Drawings, or to qualify his Tender in any way, he shall set out his proposals clearly hereunder, or alternatively, state them in a covering letter attached to his Tender and referred to hereunder, failing which the Tender will be deemed to be unqualified.

DOCUMENT REFERENCE	CLAUSE/ITEM (PAGE)	DESCRIPTION
······································		
·		
	CERTIFICATION	
	Company Name	
Full Name		Conocity
i un manie		Capacity
Signature		Date

SCHEDULE OF SUBCONTRACTORS

Н

This table is NOT TO BE USED to capture SMME Subcontractors/Suppliers contributing towards the SMME project goal

SMME COMPANIES TO BE USED AS SUB-CONTRACTORS / SUPPLIERS MUST BE CAPTURED UNDER FORM: RDP 2 (E) EMPLOYMENT OF SMME'S

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

NO.	Name and Address of Proposed Subcontractor	Company Registration Number & CIDB Classification	Description of Work to be Executed by Subcontractor
		•	
			
·		·	
	• • • • • • • • • • • • • • • • • • • •	·	
		CERTIFICATION	
		Company Name	•••••
		······································	
	Full Name		Capacity
	Signature		Date
		•	

Employer

SCHEDULE OF PLANT AND EQUIPMENT

The Bidder shall insert in the Schedule hereunder, a list of the major plant and equipment he proposes to use on this Contract. Failure to complete this schedule will be taken to indicate that Bidder does not have access to adequate plant and equipment.

DESCRIPTION OF PLANT	OWNER	AVAILABILITY
	······································	
		· · · · · · · · · · · · · · · · · · ·
·		
·		
Equipment not award by the Didder	must be qualified as hire, on loan, etc.	

CERTIFICATION	
Company Name	
Full Name	Capacity
Signature	Date
Contractor Witness 1	Employer Witness 1

Tenderer to supply an organogram for the management of the contract and include signed curricula vitae of key personnel. These curricula vitae shall provide evidence of relevant experience of the key staff in the organogram. The personnel included here shall be used on the project unless otherwise agreed to by the engineer.

KEY PERSONNEL

ITEM	DESIGNATION	NAME OF PERSONNEL	YEARS OF EXPERIENCE
1	Contracts Manager		
2	Site Agent		
3	General Foreman		
4	Health and Safety Officer		
5	LIC Manager		

^{**} Please refer to the required Qualification under the Functionality Criteria.

NOTE: THE TENDERER SHOULD PROVIDE APPOINTMENT LETTERS OR SWORN AFFIDAVIT AS EVIDENCE THAT THE ABOVE PERSONNEL IS EMPLOYED BY THE FIRM. THE APPOINTED PERSONNEL MUST SIGN BOTH DOCUMENT WITH HIS EMPLOYER/ BIDDER

CERTIFICATION	
Company Name	
Full Name	Capacity
Signature	Date

Contractor	Witness 1	Employer	Witness 1

							E OF T										K
Bidders	must	furnish	n here	under	details	of sin	nilar wo	orks/se	ervice,	which	they h	nave sa	atisfact	orily c	ompleted	in the past 0	5 years
COMPLETION DATE																	
VALUE OF WORK																Capacity	Date
NATURE OF WORK																Full Name	Signature
EMPLOYER																	
				Contrac	tor		Witness 1				Em	ployer		Witnes	s 1		

TENDERER PUST PROVIDE A PROJECT PROGRAMME OF WORKS, USING ACCEPTABLE PROJECT MANAGEMENT SOFTWARE (i.e MICROSOFT PROJECTS), THE PROGRAMME OF WORKS MUST CONTAIN SUFFICIENT DETAIL TO COVER THE VARIOUS FACETS OF THE WORK.

THIS PROGRAMME OF WORKS IS TO BE SUPPORTED BY A METHOD STATEMENT INDICATING THE TENDERER'S PROPOSED WORK PLAN FOR THE CONSTRUCTION OF THE WORKS.

THE PROGRAMME OF WORKS IS TO BE APPROVED BY THE MUNICIPALITY UPON APPOINTMENT

CERTIFIC	CATION
Company	v Name
Full Name	Capacity
Signature	Date

Contractor	Witness 1	Employer	Witness 1

SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

M

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tendered unit rates, in the table below. The amounts for contingencies and contract price adjustment shall not be included.

NO.	NO. MONTH VALUE (ALL INCLUSIVE)				
1		R			
2		R			
3		R			
4		R			
TOTAL	.: R	(EXCLUDING CONTINGENCIES AND CONTRACT PRICE ADJUSTMENT)			
		CERTIFICATION			
••••		Company Name			
	Full Name	Capacity			
	Signature				

<u> </u>	<u> </u>		
Contractor	Witness 1	Employer	Witness 1

	CONTRACTOR'S ESTABLISHMENT ON SITE 0
The	combined extended total tendered for Section 1300 for the contractor's general obligations; i.e.
	Fixed obligations
	Value-related obligations
(c)	Time-related obligations
sha	Il not exceed a maximum of 15 % of the tender sum (excluding VAT).
Tota	al tendered for Section 1300 expressed as a percentage of the tender sum (excluding VAT) = %
	CERTIFICATION
	Company Name
	Full Name Capacity
	Signature Date

Contractor Witness 1 Employer Witness 1

P

The rates and prices for the special materials shall be furnished by the contractor, which rates and prices shall exclude VAT but shall include all other obligatory taxes and levies.

SPECIAL MATERIAL	UNIT	RATE (AT BASE MONTI
		
		
••••••		
When called upon to do so, the contractor shall s		prices with acceptable docum
evidence from t	he applicable suppliers.	
CER	TIFICATION	
Con	npany Name	
Full Name		Capacity
		·
Signature		Date

Employer

SCHEDULE OF LOCAL LABOUR CONTENT

Q

The Tenderer must complete the table below to reflect the labour force anticipated to be employed on this contract, including labour employed by sub-contractors.

The specified target value is 10%.

Note: 100% of this labour content shall be from the LOCAL COMMUNITY where Local Community means those in the immediate vicinity of the project. The contractor's own skilled personnel will not be counted towards the said 100%.

TYPE OF LABOUR	MAN-HOURS	MINIMUM WAGE RATE	TOTAL WAGE COST
Permanent Labour			
Temporary Labour			
SM ME/HDI's Labour			
		TOTAL	
		PERCENTAGE	
	CERTIFICATION		
	CERTIFICATION Company Name		
Full Name	Company Name		Capacity

Contractor	Witness 1	Employer	Witness 1

	ATTACHED ANNEXURES
ANNEXURE 1	COMPANY PROFILE
ANNEXURE 2	COMPANY REGISTRATION CERTIFICATE (CIPC CK)
ANNEXURE 3	CERTIFIED COPIES OF DIRECTORS'S IDENTITY DOCUMENT
ANNEXURE 4	TAX CLEARANCE CERTIFICATE & SARS TCP PIN
ANNEXURE 5	B-BBEE CERTIFICATE
ANNEXURE 6	CENTRAL SUPPLIER DATABASE (CSD) REPORT
ANNEXURE 7	CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) GRADING CERTIFICATE
ANNEXURE 8	WORKMAN'S COMPENSATION REGISTRATION (COIDA)
ANNEXURE 9	AUTHORITY OF SIGNATORY (UNDER COMPANY LETTER HEAD)
ANNEXURE 10	MUNICIPAL RATES & TAXES (PROOF OF ADDRESS)
ANNEXURE 11	COMPANY EXPERIENCE (APPOINTMENT LETTERS & COMPLETION CERTIFICATES)
ANNEXURE 12	FINANCIAL CAPACITY (BANK RATING LETTER)
ANNEXURE 13	ORGANOGRAM OF PROJECT TEAM
ANNEXURE 14	CV'S OF KEY PERSONNEL
ANNEXURE 15	PLANT SCHEDULE
ANNEXURE 16	CONSTRUCTION METHOD
ANNEXURE 17	PROGRAM OF WORKS
ANNEXURE 18	JOINT VENTURE AGREEMENT
ANNEXURE 19	OTHER

Contractor	Witness 1	L	Employer	Witness 1

GREATER LETABA MUNICIPALITY



PROCUREMENT OF TWENTY (20) PANEL SERVICE PROVIDERS (CONTRACTORS) FOR PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES WITHIN GREATER LETABA LOCAL MUNICIPALITY FOR A PERIOD OF THREE (03) YEARS

PROJECT NO: GLM023/2023

THE CONTRACT

PART C1

: AGREEMENT AND CONTRACT DATA

PART C2

: PRICING DATA

PART C3

: SCOPE OF WORK

PART C4

: SITE INFORMATION

PART C5

: ANNEXURES

GREATER LETABA MUNICIPALITY



PROCUREMENT OF TWENTY (20) PANEL SERVICE PROVIDERS (CONTRACTORS) FOR PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES WITHIN GREATER LETABA LOCAL MUNICIPALITY FOR A PERIOD OF THREE (O3) YEARS

PROJECT NO: GLM023/2023

PART C1: AGREEMENT AND CONTRACT DATA

c1.1	FORM OF OFFER AND ACCEPTANCE	
c1.2	CONTRACT DATA	Error! Bookmark not defined
c1.3	FORM OF GUARANTEE	Error! Bookmark not defined

Contractor Witness 1 Employer Witness 1

FORM OF OFFER AND ACCEPTANCE

OFFER

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

PROCUREMENT OF TWENTY (20) PANEL SERVICE PROVIDERS (CONTRACTORS) FOR PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES WITHIN GREATER LETABA LOCAL MUNICIPALITY FOR A PERIOD OF THREE (O3) YEARS

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of the Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS (CONTRACT PRICE)

	(in words)
R	(in figures)
This Amount shall overwrit instruction pertained in the	tract Value) of the project shall be the amount as written on the Form of Offer (as above), e any other amount or clause on the Pricing Schedule, Pricing Instructions or any other Bid Document. Should the Rates on the Pricing Schedule not equate to the value on the ould be amended so that they equate to the value on the Form of Offer.
one copy of this document to	y the employer by signing the acceptance part of this form of offer and acceptance and returning the tenderer before the end of the period of validity stated in the tender data, whereupon the named as the contractor in the conditions of contract identified in the contract data.
FOR THE TENDERER:	
Signature	Date
Full Names	
Capacity	
Name of Organization	
Address of Organization	
•	
Signature of Witness Name of Witness	Date

ACCEPTANCE

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

The terms of the contract are contained in:

PART 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 tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the 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 signed by the authorised representative(s) of both parties.

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

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

FOR THE EMPLOYER - GREATER LETABA MUNICIPALITY

Signature	Date
Full Names	, ,
Capacity	
	••••••
Municipality Address	44 Botha Street
	Modjadjiskloof
	0835
Signature of Witness	Date
Name of Witness	

SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,

A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here,

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,

Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final Contract Document,

1 Subject	
Details	
	·
2 Subject	······
Details	···
	·
3 Subject	•••
Details	
	^^

By the duly authorised representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

Signature Date Full Names Capacity Name of Organization Address of Organization Signature of Witness Date Name of Witness FOR THE EMPLOYER Signature Date Full Names Capacity Addressed to Municipal Manager (Greater Letaba Municipality) 44 Botha Street Address of Organization Modjadjiskloof 0835 Signature of Witness Date Name of Witness

FOR THE TENDERER

CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

The	(Day) of	(Month)	(Year)
At		(Place)	
			·····
EOD THE TENDEDO	TD.		
FOR THE TENDERE	:K		
Signature		Date	
Full Names	·		
Capacity			
	·	·	
Name of Organization			
Address of Organizatio	n		······································
3			*
		······································	
Signature of Witness		Date	
Name of Witness		·	

CONTRACT DATA

CONDITIONS OF CONTRACT

The Conditions of Contract are the *General Conditions of Contract for Construction Works Third Edition (2015)* published by the South African Institution of Building Construction (SAICE). Copies of these conditions of contract may be obtained from the South African Institute of Building Construction www.saice.org.za.

Each item below cross-references a clause in the General Conditions of Contract for Construction Works Third Edition (2015)

PART 1: DATA PROVIDED BY THE EMPLOYER

Data
Clause 1.1.1.5 is replaced by the following: "Commencement date" means the date the Site is Handed Over to the Contractor
The defects liability period shall be 6 months applicable commencing on the day the Completion Certificate is issued.
The time for achieving Practical Completion will be issued together with the order by the Municipality
The Employer is the GREATER LETABA MUNICIPALITY.
The Pricing Strategy is Re-measurable Contract.
The Employer's (GREATER LETABA MUNICIPALITY) address for receipt of communications is: 44 Botha Street Modjadjiskloof 0835
Tel:015 309 9246 Fax:015 309 9419
The Municipality will issue approvals for the following: Approval of Extension of Time; Approval of Additional Costs; Approval of Variation Orders; Approval of Penalties; Approval for the utilization of Contingencies.
Curriculum Vitae's of the following Competent Employees must be approved by the Employer:
 Contracts Manager (refer to Clause 4.12.2) Site Agent Safety Officer
The Works are to be commenced within fourteen (14) Date of the Site Hand-Over Meeting (Commencement Date).
The documentation required before commencement with Works are:
 Acceptance of order Curriculum Vitae of Contractor 's Key Personnel for the Employer's Agent's approval Initial Programme of Works with associated Cash Flow & Labour Schedule

Contractor	Witness 1	Employer	Witness 1

5.3.2.	The said Documents must be submitted and approved within 14 Days after the Commencement Date	
5.8.1	Contractual Non-Working Times for the Project include the Following Sundays South African Gazetted Public Holidays Construction Break (Year-End Break) as determined by South African Forum of Building Construction Contractors (SAFCEC) Including all foreseeable statutory declared election days	
5.13.1	The penalty for delay is R 1 000.00 per day or part thereof, including special or non-working days.	
5.16.3	The latent defect liability period is 10 years after the date of the final approval certificate	
6.8.2	The value of payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule, where $(1-x)\left[\frac{aL_t}{L_o} + \frac{bP_t}{P_o} + \frac{cM_t}{M_o} + \frac{dF_t}{F_o} - 1\right]$ The value of "x" is 0,150 The values of the co-efficient are:	
	New Road Construction Rehabilitation Concrete Work (major structures only) a = 0,20 0,35 0,20 c = 0,25 0,35 0,55 d = 0,15 0,10 0,10 "L" is the "Labour Index" and shall be the "Consumer Price Index" for the urban area nearest to the Site "P" is the "Plant Index" and shall be the "Building Construction Plant Index" "M" is the "Materials Index" and shall be the "Building Construction Materials Index" "F" is the "Fuel Index" and shall be the "Diesel at wholesale level for the Area The suffix "o" denotes the basic indices applicable to the base month as stated in the Contract Data, The suffix "t" denotes the current indices applicable to the month in which payment certificate relates. The indices published monthly by the South African Forum of Building Construction Contractors (SAFCEC). If the index relevant to any particular certificate is not known at the time when the certificate is prepared, the Engineer shall estimate the value of such index. Any correction, which may be necessary when the correct indices become known, shall be made by the Engineer in subsequent payment certificates. The urban area nearest the site is Modjadjiskloof The base month is May. (or the month prior to the month in which the closing date of the tender falls)	
6.8.3	Price adjustments for variations in the costs of special materials are allowed.	
6.10.1.1	Minimum amount of interim payment certificate is R 500 000.00	
6.10.1.5	The Contractor will only be permitted to claim payment for up to a limit of 80% for Material On-Site	
6.10.3	The percentage retention is 10% of the certified work done (including VAT).	
6.10.3	The limit of retention money is 10% of the certified work done (including VAT).	
10.5.1/2	Disputes are to be referred to ad-hoc adjudication	
10.7	Disputes are to be referred for final settlement to arbitration .	
	Payment for works identified in the Scope of Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict	
	The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall	

still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.
The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.

PART 1: DATA PROVIDED BY THE CONTRACTOR

Clause	Data
	The contractor is:
	The contractor's address for receipt of communication is:
	Telephone: Facsimile:
	E-mail:
	Address:
	The Works shall be completed within Months as proposed by the contractor.
	The percentage allowances to cover all charges for the contractor's and subcontractor's profits, timekeeping, clerical work,
	insurance, establishment, superintendence and the use of hand tools is% (Maximum 15%).

OCCUPATIONAL HEALTH & SAFETY AGREEMENT

In Terms of Section 37(2) of the OHS Act (No. 85 OF 1993)

THIS AGREEMENT MADE AT:

					(Place)
On The	(Day) of		(Month)		(Year)
		BETWEEN			
	THE CONT	RACTOR (THE MA	ANDATARY)		
Company Name	•••••			· 	·
Address					
Represented By:					
Capacity				· • • • • • • • • • • • • • • • • • • •	
Signature				Date	
- 3	***************************************				
Signature of Witness				Date	
Name of Witness					
		AND			
		AND			
	GREATER LETAE	BA MUNICIPALITY	(THE EMPLO	YER)	
Address	44 Botha Street				
	Modjadjiskloof			· 	
	0835				
Represented By:				· 	
Capacity			•••		
Signature				Date	
Signature of Witness				Date	
Name of Witness					· · · · · · · · · · · · · · · · · · ·
			· • • • • • • • • • • • • • • • • • • •		
] [

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

The Mandatary shall execute the work in accordance with the contract documents pertaining to this Contract.

This Agreement shall hold good from its commencement date, which shall be the date on which the site is handed over to the Mandatary by an order in writing from the Engineer, to either:

(a)	he date of the final certificate issued in terms of clause 52(1) of the General Conditions of
Contract 2015 (hereinafter	ferred to as "the GCC"), as applicable to this Contract, or

(b) the date of termination of the contract in terms of clause 55 or clause 56 of the GCC.

The Mandatary 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), hereir	rafter referred to as "The Act", together with its amendments and with special reference to the following
Sections of The Ad	yt:

(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) Sub-section 37(2) relating to the purpose and meaning of this Agreement.

(b) The procedures and safety rules of the Employer as pertaining to the Mandatary and to all his subcontractors.

In addition to the requirements of Clause 36 of the General Conditions of Contract and all relevant requirements of the Contract, the Mandatary agrees to execute all the works forming part of this Contract and to operate and utilize all machinery, plant and equipment in accordance with the Act.

The Mandatary is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

GREATER LETABA MUNICIPALITY



PROJECT NO: GLM023/2023

PROCUREMENT OF TWENTY (20) PANEL SERVICE PROVIDERS (CONTRACTORS) FOR PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES WITHIN GREATER LETABA LOCAL MUNICIPALITY FOR A PERIOD OF THREE (O3) YEARS

PRICING DATA

C2.1

: PRICING INSTRUCTIONS

C2.2

: BILL OF QUANTITIES

PRICING INSTRUCTIONS

GENERAL

The pricing instructions describe the criteria and assumptions which will be assumed in the Contract that the Bidder has taken into account when developing his prices. The Bill of Quantities record the Contractor's rates for providing supplies, services engineering and construction works in accordance with the Scope of Work.

The terms of payment and the provisions for price adjustment, if applicable, are established in the Contract Data. These items are not described in the Pricing Data.

The bidder's obligations in pricing the Bid offer and the Employer's undertakings in the checking and correction of arithmetical errors are dealt with in the Standard Conditions of Bid contained in Annexure C of the South African National Standards SANS 110845-3:2015, as amended in and red in conjunction with the Bid Data.

2. **DOCUMENTS MUTUALLY EXPLANATORY**

The documents forming the Contract are to be taken as mutually explanatory of one another. The Bill off Quantities forms an integral part of the Contract Documents and shall be read in conjunction with the Bid Data, Contract Data, Scope of Work, Site Information General and Special Conditions of Contract, the Specifications and the Drawings.

3. **DEFINITIONS**

For the purpose of this Bill of Quantities, 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 Committee of Land Transport Officials

(COLTO) - Standard Specification for Road and Bridge Works for State Authorities (1998).

Quantity

: The number of Unit of work for each item

Rate

: The payment per unit of measurement at which the Bidder Bids to do the work.

Amount

: The product of the quantity and the rate Bided for an item

Sum

: An amount Bided for an item, the extent of which is described in the Schedule of Quantities, the specifications or elsewhere but the quantity of work of which is described in the Schedule of Quantities, the specification or elsewhere but the quantity of work of which is not measured in any

units.

Prime Cost Sum: A sum fixed by the Engineer and entered in the Schedule of Quantities as the net sum provided to cover the cost of specific goods or materials to be supplied under the contract, or the net sum to be paid by the Contract to merchants or others for such articles or materials.1

Provisional Sum : A sum of money fixed by the Engineer and entered in the Schedule of Quantities to provide for work not defined at the Bid stage and includes any allowance specifically made for unforeseen contingencies. 1

Extra Over

: Qualifies an operation (or combination of operation) which is common in a varying degree to a number of other operations and which is scheduled once as "extra over" those other operations in order to avoid a multiplicity of items each reflecting the degree to which the common operations apply. The term "extra over" invariably denoted double measurement, no deduction being made from one on account of the other.

4. DESCRIPTION

Description in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clause of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.

5. REFERENCES

The General Conditions of Contract, the Special Conditions of Contract (if any) the specifications (including the project specification) and the Drawings are to be read in conjunction with the schedule of quantities. Descriptions in the schedule of quantities are abbreviated and the schedule has been drawn up generally in accordance with COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition) as amended in the Scope of Works. Should any requirement of measurement and payment clause of applicable Standardised Specification, or the Project Specifications, or the Particular Specification(s) conflict with terms of the schedule or, when relevant, COLTO, the requirement of the Standardised, Project or Particular Specification, as applicable, shall prevail.

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made for waste. The prices and rates to be inserted in the schedule of quantities are to be full inclusive prices to the Employer for the work described under the several items, value added tax excluded. Such prices shall cover all costs and expenses that may be required in and for construction of the work described and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the quotation is based.

A price or rate is to be entered against each item in the Schedule of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the schedule

6. UNITS OF MEASUREMENT

mm	=	millimetre
m	=	metre
km	=	kilometre
M²	=	square metre
M_3	=	cubic metre
m³.km	=	
kg	=	Kilogram
t	=	Ton
%	=	Percentage

7. NET MEASUREMENTS

Unless otherwise state, items are measured net in accordance with the Drawings, and no allowance is made for off-cuts and waste.

8. QUANTITIES

The quantities set out in these Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.

The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition)

CUURENCY

All rates and sums of money quoted in the Bill of Quantities shall be in Rand and whole cents. Fractions of cent shall be discounted.

10. VALUE ADDED TAX

Valued Added Tax shall be excluded from the rates and sums contracted for the various items of work included in the Bill of Quantities. VAT will be added as a single entry to the summary

11. RATES AND PRICES

General

The Contractor must price each item in the Bill of Quantities in Black Ink. Reproduced computer printouts of the Bills of Quantities will not be acceptable.

The rates and prices to be inserted in the Bill of Quantities shall cover all the services and incidentals for the prescribed under the several items. Such prices and rates shall cover all costs, and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Bid is Based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Data, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts contracted for the items scheduled in the Bill of Quantities. Separate additional payments will not be made.

A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill. The Contractor will not be paid for items against which no rate or lump sum has been entered in the Bill of Quantities.

Should the Contractor group number of items and contract one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

Should the Contractor indicate against any item that compensation for such item is included in another item; the rate for the item included in another item shall be deemed nil.

A submission may be regarded as non-responsive if any rates or lump sums in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion.

"Rate only" items

The Contractor shall fill in a rate (in the rate column) against all items where the words "rate only" appear in the Amount column, which rate will constitute payment for work which may be done in terms of this item. Such "rate-only" items are used where it is estimated that little or no work will be required under item or where the item is to be considered as an alternative to another item for which a quantity is given.

Arithmetic

Excepting where Sum Amounts are required or where Provisional Sum have been indicated, the Contractor shall enter an applicable rate in the Rate column on the Bill of Quantities for each scheduled item. He shall also enter an appropriate sum in the A mount column for each scheduled item, by determining in the applicable line item the product of the Quantity, the rate shall be binding and the error of extension as entered in the Bid offer will be corrected by the Employer in determining the Contract Price.

Where there is an error in addition, either as a result of other corrections required by this checking process or in the Bidder's addition of prices, such error will be corrected by the Employer in determining the Contract Price.

12. VARIATION IN TEXT

No alteration or addition is to be made in the text of the Bill of Quantities. Should any alteration, erasure or addition be made, it will be recognized; the original working of the Bill of Quantities will be adhered to.

- 13. Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column or as a prefix or suffix against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a deviation from the contract. The items marked with letters "LI" are not necessarily an exhaustive list of all the activities, which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works
- **14.** Where minimum labour intensity is specified by the design the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity target.
- 15. Payment for items which are designated to be constructed labour- intensively (either in this schedule or in the scope of works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work, which was to be done labour-intensively will not be condoned, and any works so constructed will not be certified for payment.

BILL OF QUANTITIES

PRELIMINARIES					
D	PESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
a) F	ixed obligations	L/sum	1		
ь) V	alue related obligation	∐sum	1		
;) T	ime related obligation	L/sum	1		
(a	B: The combined total tendered for subitems a), (b) and (c) shall not exceed 15% of the andered sum				

0.01100111.00.00.00.00.00.00.00.00.00.00				
SCHEDULE OF QUANTITIES				
DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BILL No.1	DINI)	GOANTITI	RAIL	AMOUNT
EARTHWORKS (PROVISIONAL)				
BULK EXCAVATIONS FOR PLATFORM				
Grabbing and removal of topsoil				
Remove topsoil to average depth of 150mm for platform	m²	1		
G5 materials for platform and compacted to 95% Mod AASHTO in layers of 150mm	m³	1		
EARTHWORKS				
FOUNDATIONS (PROVISIONAL)				
SITE CLEARANCE				
Site clearance				
Digging up and removing rubbish, debris, vegetation, hedges,				
shrubs and trees not exceeding 200mm girth, bush, etc	m²	1		
Allowance for clearing all debris on site to engineer's satisfaction	item	1		
Excavate in compacted pickable material as defined not exceeding 2m deep below reduced or filled up ground level, part return, fill in and ram and remainder deposit on site where directed.				
Excavate for surface trenches,	m³	1		
Sundries				
Extra over all excavations in compacted pickable material for				
excavation in soft rock as described.	m³	1		
Extra over all excavations in compacted pickable material for excavation in hard rock as described.	m³	1 1		
Extra over all excavations for carting away excavated material as				
described (Contractor to allow for bulking).	m³	1		
Allow for the risk of collapse to sides of excavation from ground level not exceeding 1,5 m deep.	m²	1 1		
Allow for keeping excavations free of water and mud by pumping or				
bailing.	item	1		
FILLING, ETC:				
Excavated material in backfill, saturated to optimum moisture contant and compacted to 95% modified AASHTO into trenches,				
including haulage not exceeding 100 m from the perimeter of the excevation.	m³	1		
50 mm Thick layer of approved clean sand filling under surface		,		
bads.	m²	1		
Coarse river sand filling supplied by the contractor				
Under floors etc	LU ₃	1		
Compaction of surfaces				
Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density m ² 568	m²	1		
<u>Test</u>				
Prescribed density tests on filling				
"Modified AASHTO Density" test	Nο	1		
SOIL POISONING				
Soil Insecticide				
Under floors etc including forming and poisoning shallow furrows against foundation walls etc. filling in furrows and ramming	m²	1		
To bottoms and sides of trenches etc				
To seems to que diago or trending the	m²	1		

Total Bill No 01 (Carried Forward to Final Summary)

PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES SCHEDULE OF QUANTITIES

DESCRIPTION BILL No. 2	UNIT	QUANTITY	RATE	AMOUNT
CONCRETE, FORMWORK AND REINFORCEMENT				
REINFORCED CONCRETE				
25MPa/19mm Compresive strength concrete at 28 days				
Strip footings Bases	m³	1 1		
Slabs	m _a	1 1		
Access ramps	W _a	1		
15Mpa/19mm Compresive strength concrete at 28 days				
Aprons cast in panels	m³	1		
In Blinding	m _a	1		
TEST CUBES				
Making and testing 150 x 150 x 150mm concrete strength test cubes				
(Provisional)	No	1		
CONCRETE SUNDRIES				
Finishing top surfaces of concrete smooth with a wood float including non-slip brush finish				
Surface beds, slabs, etc	m²	1		
Non-slip wood float finish to top of aprons to falls	m²	1		
SMOOTH FORMWORK (DEGREE OF ACCURACY 1)				
Smooth formwork to sides				
Smooth formwork sides: Edges, risers, ends and reveals not exceeding 300mm high or width	m	1		
MOVEMENT JOINTS ETC				
Expansion joints with softboard between vertical concrete and brick surfaces				
10mm Joints not exceeding 300mm high along edges of surface				
beds 10mm Bitumen impregnated softboard expansion joint between	m	1		
concrete aprons and brickwall 100mm high	m	1		
Saw cut ioints				
50 x 3mm Saw cut joints in top of concrete	m	1		
REINFORCEMENT (PROVISIONAL)				
Mild steel reinforcement to foundations				
10mm Diameter bars	kg	1		
8mm Diameter bars	kg	1		
High tensile steel reinforcement to structural concrete work				
12mm Diameter bars 16mm Diameter bars	kg kg	1		
Fabric reinforcement	<i></i> A			
Type 311 fabric reinforcement in concrete surface beds, slabs, etc	m²			
	m²	1 1		

PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES

SCHEDULE OF QUANTITIES

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BILL No. 3				
MACOURY.		1		
MASONRY BRICKWORK				
<u>Stantana</u>		[
FOUNDATIONS				
Brickwork of NFX bricks (14 MPa nominal compressive strength) in				
class 1 mortar				
One brick walls	m²	1 1		
SUPERSTRUCTURE				
Brickwork of NFP bricks in class II mortar				
Brickwork of 1917 Bricks III class II mortal				
NFP Class II mortan:Haif brick walls in beamfilling	m²	1 1		
NFP Class II mortar:Half brick walls	m²	1 1		
One brick wails	m²	1		
Joint forming material in movement joints				
12mm Fibre board built in vertically through brick walls	m²	1		
Brickwork reinforcement				
75mm Wide reinforcement built in horizontally	m	1 1		
150mm Wide reinforcement built in horizontally	m	1	•	
FACE BRICKWORK:				
Internal facings (PC 4 200.00/1000 delivered on site) pointed with				
square horizontal and vertical joints				
Extra over ordinary brickwork for facing and pointing in stretcher				
bond.	m²	1		
Face brick-on-end sill 110mm wide x 110mm high of cut face bricks				
set flat in cement mortar and pointing on all exposed surfaces	m	1		
External facings (PC 4 200.00/1000 delivered on site) pointed with				
square horizontal and vertical joints				
Extra over ordinary brickwork for facing and pointing in stretcher			į	
bond	m²	1 1		
Extra over ordinary brickwork in beamfilling for facing and pointing in stretcher bond	ma ²		İ	
Fair raking cutting	m² m	1 1		
Face brick-on-edge sills 200mm wide of cut face bricks set sloping	""	'		
and slightly projecting on all exposed surfaces	m	1		
Face-brick-on edge header course lintel	m	1		

PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES SCHEDULE OF QUANTITIES DESCRIPTION QUANTITY UNIT RATE AMOUNT BILL No. 4 PAVING PAVING BLOCKS Grey interlocking paving bricks Standard grey double zig-zag type S-C class 25 interlocking precast concrete paving blocks laid to pattern, on 25mm river sand bed to comply with SABS 1200 MJ-1984, with sand swept into joints 60mm Paving bricks interlocking laid on 150mm layer of G5 material including water chanels if necessary 1 m² Precast concrete kerb (SABS 927 fig 8) 300 x 150mm high, with 150 x 150 x 150mm unreinforced concrete haunching at back of each joint including finishing smooth on all exposed surfaces, excavation, backfilling, jointing, pointing, bedding in cement mortar, etc m

Total of Bill No 4 (Carried Forward to Final Summary)

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BILL No. 5				
WATERPROOFING				
DAMP PROOFING				
One layer 250 micron "Gunplas USB Green" polyethylene waterproofing:				
On compacted earth under concrete surface beds, lapped 150 mm and sealed at all joints (measured net).	m²	1		
One layer 375 micron embossed "Gunplas Brikgrip" polyethylene damp proof course fixed with approved adhesive:				
On walls, stepped up in cavities, under cills, etc.	m²	1		
4mm Polyglass waterproofing system and Butaminous Aluminium Roofcote	m²	1		
		1 1		

DESCRIPTION	UNIT	QUANTITY	DATE	****
	UNII	QUANTITY	RATE	AMOUNT
BILL No. 6				
ROOF COVERINGS ETC				
PREAMBLES .				
For preambles see "Specification of Material and Method to be used				
PW371"				
SUPPLEMENTARY PREAMBLES			Ì	
The Contractor is to give a guarantee that all roofs are water and				
weather-proof for a period of five years from the date of practical completion.				
Prices for flashings, etc., are to include for all labour and riveted and				
soldered seams, joints and dressings as required. All flashings, etc., are measured nett.				
Unless otherwise mentioned, all pitched roof covering shall be				
deemed to be not exceeding 50 degrees pitch.	m²	1 1		
CHROMADEK SHEETING AND ACCESSORIES				
Chromadek roof sheets (Aloe Green color)				
NOTE : The Contractor is to submit a certificate signed by the				
merchant, stating that the galvanized roof covering supplied				
complies with the required thickness specified		1.		
0,6mm full hard roof sheeting with pitch not exceeding 25 degrees				
fixed to timber roof truss and perlins.	m²	1 1		
Sealing of roof nails or screws using roof sealer. Apply waterproofing roof paint (Colour to be determined by client)	m²	1 1		

PREVENTATIVE MAINTENANCE OF MUNIC	CIPAL FACILITIES	· <u>-</u>		-
SCHEDULE OF QUANTITIES				
DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BILL No. 7				
CARPENTRY AND JOINERY				
FACIAS, BARGE BOARDS, ETC:				
/7/1 12 x 225 mm Fibre cement fascia board drilled and brass so	crewed			
and including steel jointing strips between lengths.	m	1 1		
Steel fascia or barge board drilled and brass screwed	m	1		
DOORS, ETC				
Wrought Meranti doors hung on steel frames				
77/2 44mm Framed and ladged batten door 813mm x 2032mm h	igh of 44			
x 100mm top rail and stiles, 22 x 100mm middle and bottom covered on both sides with 6mm plywood with vaneer	rails No	1 1		
		'		
/7/3 44mm Framed and ladged batten door 1511mm x 2032mm 44 x 100mm top rail and stiles, 22 x 100mm middle and bott				
covered on both sides with 6mm plywood with vaneer	No	1		
Solid core flush doors with concealed hard wood edges and				
thick masonite coverig on both sides hungs to steel frame 40 2032mm high	0 x 813 x No	1 1		
Total of Bill No 7 (Carried Forward to Final Summary)				

	·	 	· · · · ·	
DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BILL NO. 8	i			
CEILINGS, PARTITIONS AND ACCESS FLOORING				
SECTION NO.1				
NOTE : Tenderers are advised to study the "Specification of Materials and Methods to be used"				
CEILINGS NAILED UP AND SCREW UP CEILINGS				
6 mm "Rhino" Fibre cement boards with standard H-type pressed steel jointing strips				
Ceilings including framing for support.	m²	1		
Extra over gypsum plaster board ceiling for hinged pressed trap door size 600 x 600mm including all necessary trimmers, ironmongery, etc				N.
	No	1 1		
Gypsum Plaster Suspended ceiling board or drop ceiling completly finished, etc	m²			
Coved Comice			j	
19 x 76mm Cornices glued	m	1		
SISALATION INSULATION				
insulation fitted between steel trusses and roof sheeting				
Sisalation insulation 420 heavy duty industrial	m²] [

PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES

SCHEDULE OF QUANTITIES

	CRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BILL	NO. 9				
IRON	IMONGERY				
NOTI	E : Tenderers are advised to study the "Specification of			[
Mate	rials and Methods to be used" (OOG-001E) before pricing this				
bill				Ì	
	E : Unless otherwise stated all items in this bill shall be deemed				
to fall	into Work Group No. 132 for Haylett Formula purposes				
NOTE	E : Where ironmongery is referred to by a trade name or				
catalo	ogue number, it may be replaced by another product of equal		1		
qualit	y with the prior approval of the Representative/Agent				
NOTE	E : Where ironmongery is described as plugged, prices are to		1 1		
includ	de for screwing to and including approved patent plugs in				
concr	rete or brickwork with plaster or tiled finish		1 1		
THE	FOLLOWING IRONMONGERY FIXED TO DOORS, ETC				
9/1 <u>Bolts</u>	and latches				
9/2 75mm	n three lever upright mortice lockset with satin chrome fumiture		1 1		
	gle doors	No	1 1	1	
	n three lever upright mortice lockset with satin chrome furniture			İ	
	uble door	No	1 1		
WCI	nortice indicator bolt in satin chrome finish surface mounted	No	1 1		
	<u>DRIES</u>				
	n diameter black rubber door stop plugged and screwed to wall		1 1		
or floo	DF .	No	1 1		
			1 1		
)/5 Brass	door hooks plugged and screwed to wall and doors	No	1 1		
Locks	able heavey duty chromium plated toilet roll holder plugged and		1 1		
	red to wall	No	1 1		
BADE	REL BOLTS, ETC:			-	
DAKE	MEC BOLTO, ETO.				
Barre	bolt with keep let into concrete	No	1		
LETT	ERS, NAMEPLATES, ETC				
Union					
290 x	290mm Female toilet symbol by "International signs"	No	1 1		
	290mm Male symbol by "International signs"	No			
	290mm Paraplegic toilet symbol by "International signs"	No	1 1		
290 x	290mm Kitchen symbol by "International signs"	Nσ	1 1		
	290mm Office symbol by "International signs"	No	1		
	290mm Store room symbol by "International signs"	No	1 1	1	
	290mm Counter/Kiosk symbol by "International signs"	Nο	1 1		
	290mm Fire Extingusher symbol by "International signs"	No		<u> </u>	
250 X	290mm Fire Hosereel symbol by "International signs"	No	1 1		
[
Total	of Bill No 9 (Carried Forward to Final Summary)		1	1	

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BILL No. 10				
STRUCTURAL STEELWORK				
STEELWORK TO COLUMNS, BEAMS, TRUSSES AND PURLIN	<u> 15</u>			
HOT AND COLD ROLLED STEEL MEMBERS				
H-Section columns 254 x 146 x 37mm	t	1		
H-Section columns 254 x 254 x 89mm Girder 457 x 191 x 67 UB top and bottom chord and verticals 254	x t	1 1		
146 x 31 UB Rafter 254 x 146 x 31 UB	t	1 1		
Rafter 254 x 152 x 59 UB	t t	1		-
Purlins 125 x 75 x 20 x 2,5 CFLC	t	1		
80 x 80 x 8 RSA	t		[
Tie Beam 100 x 3 OCHS Cross Bracing 70 x 70 x 6 RSA	t	1 1 1		
Framing for roof window	t	1		

PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES

SCHEDULE OF QUANTITIES

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<u> 3ILL No. 11</u>				
METALWORK				
STEEL WINDOWS, DOORS, ETC				
·				
STEEL DOOR FRAMES				
1,2 mm Thick double rebate door lining suitable for halfbrick wall for:				
Door size 813 x 2032 mm high	No	1		
I,2 mm Thick double rebate Duro pressed steel door lining suitable or onebrick wall for:				
Welded steel door size 813 x 2032 mm high (single door) Welded steel door size 1511 x 2032 mm high (double door)	No No	1 1		
STEEL DOORS AND FRAMES COMPLETE				
Steel doors and frames, complete with glazing as per NBR standards.				
Door Detail 1 - size 1,511 x 2,949m double door	No	1		
STEEL WINDOW FRAMES COMPLETE				
Steel doors and frames, complete with glazing as per NBR standards.				
Window Detail 3 - size 2,378 x 1,302m Window type NE1; size 0,533 x 0,654m	Na No	1 1		
Minor repairing of security steel burgler for doors or windows	No	1 1		
steel burgler for 813mm x 2032mm doors steel burgler for 1511mm x 2032mm doors	No	1 1		
Replacement of window rails	No No			
Replacement of window handles	No	1 1		
ALUMINUM WINDOWS				
Anodised aluminum window frames, complete with safety glass				
Vindow Detail 1 - size 1,500 x 1,800m	No	1 1		
Vindow Detail 2 - síze 2,400 x 0,900m Vindow Detail 4 - 1,200 x 0,600m	No No	1 1		
	No	1 1		
ALUMINIUM DOORS				
Anodised aluminium doors frames, complete with safety glass				
Numinium double door Detail 02 size 1,981 x 2,251m	No	1 1		
ALUMINIUM SHOP FRONTS				
Anodised aluminium shopfronts complete with safety plass				
Numinium shopfront Detail 9 - size 1,550 x 2,252m	No	1		
Numinium shopfront Detail 10 - size 2,875 x 2,825m	No	1		
Numinium shopfront Detail 12 - size 2,809 x 3,070m and 1,060 x	No	1 1		
Aluminium shopfront Detail 11 - size 6,080 x 4,000m irregular	.,,,			
haped	No	1 1		

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BILL No. 12		1		
PLASTERING				
Demolision or cutting of walls	m²	1		
15mm plaster mixture to finished brickwalls	m²	1		
2 - 3mm wall ties or fasteners to cracked walls	m²	1		
SUPPLEMENTARY PREAMBLES				
SCREEDS				
Screeds on concrete				
30mm Thick on floors to receive floor tiles	m²	1		

SCHEDULE OF QUANTITIES						
DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT		
BILL No. 13						
TILING						
CERAMIC TILES						
WALL TILING						
Ceramic or Porcelain wall tiles fully vitrified, colour to be approved by the client (eg. oatmeal, beige, champagne, sand and camel, etc), allow for 100mm mosaic sheet as dado rail. Walls minimum 10mm smooth cement plaster on brickwalls: One coat primer and two coats of Plason super acrylic polvin paint (colour to be approved by the client) or similar on paint ready surfaces.						
On walls (Ceramic)	m²	1				
On walls (Porcelain)	m²	1	ľ			
FLOOR TILING						
Ceramic or Porcelain floor tile, colour to be approved by client. Movement joints asper the Engineer's specification			:			
Tiles to floors (Ceramic)	m²	1				
Tiles to floors (Porcelain)	m²	1 1				
Skirling 100mm high of cut tiles	m	1				

PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES SCHEDULE OF QUANTITIES DESCRIPTION UNIT QUANTITY RATE **AMOUNT** BILL No. 14 **PLUMBING** RAINWATER DISPOSAL 0,8 mm Galvanized sheet iron rainwater goods: 100 x 150 x 100 mm VHV galvanized sheet iron concealed eaves gutter fixed to falls on splay rebated roof trusses. m 75 mm Diameter galvanized sheet iron seamless rainwater downpipe fixed to walls on alloy brackets at not exceeding 1500 mm centres. m 1 Extra over eaves gutter for: Outlet with 75 mm diameter nozzle and domical galvanized iron No Extra over downpipe for: Shoe. Νo 600 mm Projecting eaves offset. No WATER STORAGE TANK 5000L (1800mm dia, 2040m high) Water storage tank with black internal linning with cover and lid on a 1200mm high brick base with compacted fill base and concrete 85mm with mesh reinforcement. No Replacement of 5000L (1800mm dia, 2040m high) Water storage tank No 1 2000mm High steel stand reinforced to carry storage tank No SANITARY FITTINGS Sanitary fittings, including fixing in position: 510 x 375mm White vitreous china wash hand basin complete with and including two chromium plated pillar taps, waste union, plug and chain and concealed brackets. Nο 1 510 x 375mm White vitreous china paraplegic wash hand basin. complete with and including two chromium plated pillar taps, waste union, plug and chain and concealed brackets. No 1 Chromium plated pillar paraplegic basin taps Νo Top press or flush botton pillor basin taps Νo chromium plated pillar basin or sink taps Νo Carried Forward To Total of Bill No 14

······································					
AAE is 24 E William in the color of the c					
415 x 315mm White vitreous china flatback wall urinal with top flush					
entry complete with and including concealed wall hangers, chromium					
plated waste outlet and grating, and with a 15mm chromium plated		[
push button stopcock flushing system with matching extended]			
chromium plated flush pipe with spreaders.	No	1 1			
		i .		l l	
Vaal Protea WC suite for paraplegic toilet comprising white vitreous					
china pan with S-trap, 9 litre matching cistern complete with lid,					
fitments, handle and heavy duty white plastic double flap seat with					
chromium plated accessories.	No	1 1		ì	
Low level WC suite comprising white vitreous china pan with S-trap,					
9 litre matching cistern complete with lid, fitments, handle and heavy					
duty white plastic double flap seat with chromium plated accessories.	No	1 1			
, man present nap eest man on on any placed deceded log.	INO	'			
Complete triffet sinten Sternet		l . I			
Complete toilet cisten fitment	No	1			
Complete set of aluminium paraplegic grab rails to be fitted on the		[
wall	No	i 1			
		i ' I			
Replacement of 100 litre geyser	Nia	I , I			
	No	1			
Replacement of 150 litre geyser	No	1			
Replacement of 200 litre geyser	No	1			
Maintenance of existing geysers including replacent of element,					
thermostart and drain cock	No	1 1			
installation of 25mm non-return valves					
	No	1 1			
installation of geyser vacumn breaker	No	1 1			
Traps, etc including joints to steel pipe and/or fittings unless					
otherwise described:					
32-40mm Chromium plated bottle trap.	No				
	No	1 1			
Urinal flush master	Nα	1 1			
P-trap	Nο	1 1			
S-trap	No	1			
	110	'			
Valves, etc, including joints to steel pipes and/or fittings unless					
otherwise described:					
otre: wise described.					
15mm Copper service pipe 350mm girth.	No	1 1		1	
15mm Chromium plated "Ballostop" or other approved stopcock.	No	1 1		1	
20mm Chromium plated "Ballostop" or other approved stopcock.	No			1	
and strong place ballostop of other approved stopcock.	IND	1		I	
PANITARY DI UMBINO.				I	
SANITARY PLUMBING:				I	
] [
uPVC pipes and fittings:				I	
	i	l	•		
50mm Pipe fixed in walls, ceilings, roofs, floors, etc.		, I			
	m	1 1		I	
50mm Pipe under floors including excavations, backfilling, etc.	m	1 1		I	
110mm Pipe fixed in walls, ceilings, roofs, floors, etc.	m	1 1			
				I	
				† 	
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110mm Pipe under floors including excavations, backfilling, etc.	m	1	-		
Extra over uPVC pipes for fittings:					
50mm Bend.	No	1			
50mm Access bend.	No				J
50mm Junction.	No	'			1
110mm Reducer.	No.				
110mm Bend.	No				
110mm Pan connector.	No				
110mm Bend pan connector.	No			1	
110mm Access bend with anti-syphon horn.	No.				
Two way PVC vent valve suitable for 50mm pipe.	No No	1 :			
The state of the s	INU	l '	}		
WATER SUPPLY:					
Class O thin wall hard drawn copper pipes and fittings with capillary					
soldered type connections:					
15mm Pipes fixed in walls, ceilings, roofs, floors, etc.	m	1			
22mm Pipes fixed in walls, ceilings, roofs, floors, etc.	m	1			
Extra over class O copper pipes for soldered capillary fittings:					
15mm Fittings.	No	1			
22mm Fittings.	No	i			
HDPE pressure pipe class 12					
25mm pipes laid in and including trenches not exceeding 1m deep	m	1 1		ĺ	
	,,,,				
Pressure Pump					- 1
3,0 kva Pressure pump including the neccesary fittings to be fitted to					
the existing pipe	No	1			
					_

· ···· , ₋	I	1		1
Extra over for HDPE pressure pipes for "plasson" fittings	 	 	 	
The second property property manage				
25mm tee connector	No	1		
25mm elbow connector	–	1 1		
	No	1		
25mm galvanised adaptor	No	1 1		
20mm complete galvanised stand pipe complete with brass tap	No	1		
		1		
TESTING:		į		
		1		
Provide all necessary apparatus water, etc. for and test the whole of				
the Sanitary Plumbing and Water Supply installation to the		1		
satisfaction of the Representative/Agent and Municipality, replace				
any defective work free of charge and leave perfect.	item	1 1		
	NO.	1 '		
FIRE APPLIANCES, ETC.:				
PINE AFFEIANGES, ETG				
Fine have an electrical transfer and a second secon				
Fire hose reel complete with 30m rubber hose, chromium plated				
stopcock, shut-off nozzle and wall bracket.	No	1		
4,5kg DCP dry chemical fire extinguisher on and including wrought		l		
meranti backboard size 1 000 x 255 x 25mm thick plugged and				
screwed to wall and finished with two coats of polyurethane varnish,		1		
including 120 x 20 x 2mm mild steel strip bent to form hook.	No	1 1	ł	
		· ·		
		1		
9kg DCP dry chemical fire extinguisher on and including wrought		1		İ
meranti backboard size 1 000 x 255 x 25mm thick plugged and		1	ł	
		1		
screwed to wall and finished with two coats of polyurethane varnish,		l .		i
including 120 x 20 x 2mm mild steel strip bent to form hook.	No	1	1	
		1	1	
WATER SUPPLIES TO FIRE APPLIANCES:		1	ţ	1
Galvanised steel pipes:		1	ŀ	
		1		
25mm Pipes.	m	1		
		1	İ	
Extra over galvanised steel pipes for steel fittings:		1		
		1	1	
25mm Fittings.	No	1 1		
PAINTING:	'*'	'	l	1
TANTING.		1	ĺ	1
Draggers and earth and east angles and two and and and		1		
Prepare and apply one coat sealer and two coats acrylic emulsion		1	l	1
paint:		1	l	1
		1	İ	1
On uPVC pipe not exceeding 300mm girth.	m	1	ĺ	1
		1	l	1
Prepare and apply one coat metal etch primer and two coats acrylic		1	l	1
emulsion paint:		1	l	
On copper pipe not exceeding 300mm girth.	m	1 1	l	1
On galvanised pipe not exceeding 300mm girth.	m	1	l	
g and p.po trait and obtain gires.	l '''	'	l	
ESTING		1	l	1
	l .,	1 .	l	
Testing water pipe system	item	1	l	1
		1	l	
	L	<u>l</u>	L	
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DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BILL No. 15				
GLAZING				
Glass in steel fixed with putty				
4mm Clear float glass in panes exceeding 0,5 and not exceeding 2,0				
square metre in area 4mm Obscure glass in squares not exceeding 0,1 and not exceeding	m²	1		
0,5 square metre in area	m²	1		
<u>MIRRORS</u>				
6 mm Float glass multiple silvered floated glass copper mirror size				
800 x 400 mm with polished and bevelled edges fixed with chromed dome headed screws.	No	1		
	110	1 ' 1		

SCHEDULE OF QUANTITIES						
DESCRIPTION	UNIT	QUANTITY	RATE	AMQUNT		
<u>BILL No. 16</u>						
<u>PAINTWORK</u>						
PAINTWORK, ETC TO NEW WORK ON						
FLOATED PLASTER SURFACES WITH						
WOOD SURFACES WITH						
One coat oil wood primer, one coat universal undercoat and two coats super universal enamel paint on						
Wood prime + UC + varnish Paint on door surfaces	m²	1				
PAINT ON METAL:						
Prepare, touch up factory primer, paint one undercoat and one coat high gloss enamel paint:						
Under coat and two enamel paint to door and window frames	m²	1				
Under coat and two enamel paint to all structural steel	m²	1				
PAINT ON WALLS						
Prepare and paint one coat alkali resistant primer and two coats eggshell emalsion paint for interior and exterior use	m²	1				
PAINT ON FIBRE-CEMENT:						
Prepare, stop and paint one coat alkali resistant primer and two full coats eggshell emulsion paint for exterior use:						
On ceilings and comices. On fascias and barge boards.	m² m²	1 1				

PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES SCHEDULE OF QUANTITIES

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
			**-	
BILL NO. 17				
SECURITY FENCING				
BETAVIEW FENCE				
The following in bases:				
Base for intermediate post, size 300 x 300 x 500mm, including all excavations, 15MPa/38mm mass concrete base with chamfered top surface projecting 50mm above surrounding ground level including any necessary formwork, etc	No	1		
Base for end, intermediate, corner or gate post, size 400 x 400 x 500mm, including all excavations, 25MPa/38mm mass concrete base with chamfered top surface projecting 50mm above surrounding ground level including any necessary formwork, etc	No	1		
100 x 54mm Welded tubular posts, in Square or roundd shape galvanised inside and outside, PVC coated and covered with a polymaide cap, including setting up post and embedding in position in concrete bases (elsewhere)	No	1		
Security fencing including site clearance and preparation of ground:				
Clearview fencing system 1800mm high formed of heavy welded mesh, provided with horizontal reinforcements.	m	1		
Steel palisade fencing system 1800mm high, heavely welded to provide horizontal reinforcement.	m	1		
Conrete palisade fencing system 1800mm high, heavely bolted together to provide horizontal reinforcement.	m	1		
Steel pedestrian gate 1100 x 2400mm high fixed on angle rail. Steel sliding motor vehicle gate 6000 x 1800mm high fixed on angle rail.	No No	1		
Prepare and paint palisade fence with first and second enamel coatings.	m	1		

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
BILL NO. 18				
SOIL AND WASTE WATER DRAINAGE				
(PROVISIONAL)				
DRAINAGE				
(Haylett Formula Work Group No. 146)				
uPVC pipes and fittings				
.110mm Pipes laid in and including trenches not exceeding 1m deep 110mm Pipes laid in and including trenches exceeding 1m and not	m	1		
exceeding 2m deep	m	1		
Extra over 110mm uPVC pipes for				
Bend	No	1		
Junction	No	1 1		
<u>Sundries</u> Blocks, etc.				
Precast concrete inspection eye block 110mm uPVC cleaning eye with screw-on lid	No No	1 1		

PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES SCHEDULE OF QUANTITIES DESCRIPTION UNIT QUANTITY RATE AMOUNT BILL NO. 19 PROVISIONAL SUMS PROVISIONAL AMOUNTS All provisional sums are nett and exclude builder's discount. The contractor is referred to the preliminaries in this regard. ELECTRICAL CONNECTION Provide the rate per square meter of building for electrical connection, and Testing to be used as directed by the principal agent and deducted in whole or in part if not required L/sum R100 000.00 Handling fee % PROVISIONAL AMOUNT FOR SUNDRIES Provide the sum of R50, 000.00 (Fifty thousands rands) for fittings and materials to be used as directed by the principal agent and claimed with invoice and proof of payment in whole or in part if not required L/sum R50 000.00 1 Handling fee SEPTIC TANK Provide the rate per cubic meter for complete installation of Septic Tank, to be used as directed by the principal agent and invoice and proof of payment in whole or in part if not required L/sum 1 R50 000.00 Handling fee % BOREHOLE AND TANK Provide the Lump sum rate for complete drilling, and equipping borehole, 10,000l Jojo or equivalent tank on 10m high stand and connection, to be used as directed by the principal agent and deducted in whole or in part if not required R100 000.00 L/sum 1 Handling fee %

Total of Bill No 18 (Carried Forward to Final Summary)

PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES

SCHEDULE OF QUANTITIES

FINAL SUMMARY SCHEDULE OF QUANTITIES CALCULATION OF TENDER SUM

DESCRIPTION	UNIT	AMOUNT
PRELIMINARIES	B/Forward	R
BILL NO 1: EARTHWORKS	B/Forward	R
BILL NO 2: CONCRETE, FORMWORK & REINFORCEMENT	B/Forward	R
BILL NO 3: MASONRY	B/Forward	R
BILL NO 4: PAVING	B/Forward	R
BILL NO 5: WATERPROOFING	B/Forward	R
BILL NO 6: ROOF COVERING, ETC.	B/Forward	R
BILL NO 7: CARPENTRY & JOINERY	B/Forward	R
BILL NO 8: CEILING, PARTITION AND ACCESS FLOORING	B/Forward	R
BILL NO 9: IRONMONGERY	B/Forward	R
BILL NO 10: STRUCTURAL STEELWORK	B/Forward	R
BILL NO 11: METALWORK	B/Forward	R
BILL NO 12: PLASTERING	B/Forward	R
BILL NO 13: TILING	B/Forward	R
BILL NO 14: PLUMBING AND DRAINAGE (PROVISIONAL)	B/Forward	R
BILL NO 15: GLAZING	B/Forward	R
BILL NO 16: PAINTWORK	B/Forward	R
BILL NO 17: EXTERNAL WORK - FENCING	B/Forward	R
BILL NO 18: EXTERNAL WORK - SOIL & WASTE WATER DRAINAGE BUILDING WORKS	B/Forward	R
BILL 19 - PROVISIONAL SUMS	B/Forward	R
SUB TOTAL		R
Allow contingency amount of 5% to be used upon approval by the client.	5%	R
SUB-TOTAL including Contingencies		R
ADD: Value Added Tax @ 15%	15%	R
TOTAL TENDERED AMOUNT		R

NB: Rates for items not included in the BOQ which will be required during issuing of works order shall be negotiated and approved by the Municipal Manager

GREATER LETABA MUNICIPALITY



PROJECT NO: GLM023/2023

PROCUREMENT OF TWENTY (20) PANEL SERVICE PROVIDERS (CONTRACTORS) FOR PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES WITHIN GREATER LETABA LOCAL MUNICIPALITY FOR A PERIOD OF THREE (O3) YEARS

-	 <u> </u>	 	
	COORE OF WORK		
	SCOPE OF WORK		

Contractor Witness 1 Employer Witness 1

SCOPE OF WORK

C3.1 DESCRIPTION OF WORKS

SECTION C3.1.1 EMPLOYER'S OBJECTIVES

Greater Letaba Local Municipality is a Water Services Provider gearing up for the Water Services Authority Status

The Municipality wishes to procure the services of **Twenty (20)** reputable and experienced Service Providers to perform the maintenance works on Municipal Facilities within Greater Letaba Local Municipality.

During the contract, the Service Providers shall ensure that there are effective and meaningful skills transfer and capacity building within the Municipality. The Service Providers will perform a maintenance role on behalf of the Employer, as and when requested by the Employer.

The Contractors/Service Providers shall provide maintenance services for municipal buildings, equipment and associated infrastructure involving the following engineering and general disciplines:

- Annual/periodic visits: inspection of general buildings to ensure if they are still suitable for occupation
- Annual/periodic visits: testing of pumps, boreholes and other equipment's to ensure if they are still operating within specification parameters
- Removal/Replacement of Pumps and other redundant equipment
- · Rehabilitation/Refurbishment of existing building structures, boreholes and equipment's
- Priority emergency callouts

SECTION C3.1.2OVERVIEW OF THE WORK SITES

The Works are located within the Greater Letaba Municipal area, with access via provincial district and local road networks. Access to a few Works necessitates travelling on gravel roads, which may require the use of an All-Terrain Vehicle. The Tenderer shall be required to sign a visitor logbook and/or ensure the job card is signed by the Employer representative when visiting the sites related to this contract.

SECTION C3.1.3LOCATION OF THE WORKS

All the works are located within the municipal area of Greater Letaba Local Municipality. Locality of the municipal boundaries can be accessed on www.glm.gov.za under the tab "Geographic Info".

C3.2 - MAINTENANCE WORK

SECTION C3.2.1 TRANSITION PROCESS

Prior to the contract Commencement Date, the Employer will identify all current maintenance work in progress and transfer warranties to the appointed Tenderer upon completion.

SECTION C3.2.2 PERSONNEL PLAN

Tenderers are to ensure compliance to contractual obligations and all necessary legislations within this contract. This include inter alia but without limitation, compliance to the following:

- The Occupational Health and Safety Act 85 of 1993 (OHSAct)
- The Labour Relations Act 66 of 1995 (LRA)
- The Basic Conditions of Employment Act, No. 75 of 1997 (BCEA)
- The Employment Equity Act, No. 55 of 1998 (EEA)
- The Promotion of Equality and Prevention of Unfair Discrimination Act, No. 4 of 2000
- The Skills Development Act, No. 97 of 1998 (SDA)
- The Skills Development Levies Act, No. 9 of 1999 (SDLA)
- National Environmental Management Act, Act 107 of 1998
- National Water Act, Act 36 of 1998

Section C3.2.3.1Management and Support Structures

The Tenderer shall provide all managerial, technical, administrative, supervisory staff and support functions, to perform its maintenance functions associated with this Contract. Tenderers are to provide details of their proposed Management and Support Structure Plan with their tender, including their proposed Management and support structures and CV's of their key personnel dedicated to the contract, including:

Section C3.2.3.2....Team Leader

Responsible for the technical and functional aspects associated with plant, equipment and infrastructure to provide uninterrupted service to consumers, the Team Leader will be responsible for the effective management, monitoring and control of all:

- routine and planned maintenance;
- unplanned maintenance and emergency repairs; and
- Municipal buildings refurbishment and equipment's replacement.

The Team Leader, with sound, practical maintenance experience on water and wastewater treatment plants, should reside locally and should comply to the minimum for a "competent person" as referred to in par (a) of the General Machinery Regulations. The curriculum vitae of the team leader is required for evaluation purposes.

Section C3.2.3.3Support Functions

The Tenderer shall provide details of their proposed personnel, support structures and resources essential for a contract of this nature, including, but not limited to:

- a 24/7 contact number, to receive, dispatch and communicate all requests (internally and externally), related to
 maintenance, repair and emergency matters. Designated competent managers will also be contactable by the
 Employer on a 24hour basis, throughout duration of the contract.
- Dedicated Administrative Officer responsible to exercise financial control over expenditure and maintenance of all the required reports, data bases and monitoring functions.
- Artisans and assistants to carry out the maintenance work.

Section C3.2.3.3Tender Pricing							
	_						

The rates for personnel shall include for all costs, overheads and margins required by the Tenderer to fulfill the obligations of this section C3.2.3 (and C3.2.4 detailed blow), as well as all associated costs, whether direct or indirect for PPE, facilities, communication, tools, plant, workshop, equipment and the like.

Section C3.2.4.1Statutory and Regulatory Requirements

In the day-to-day maintenance of the Works the Tenderer shall ensure full compliance with all applicable legislation, regulation, code, bylaws and other prescriptions by public authorities, and to this effect shall compile, implement, monitor and maintain a Legal Register incorporating all relevant Acts, Statutory, legislative and regulatory requirements, ensuring these are adhered to at all times, covering, by not limited to the:

- Occupational Health and Safety Act, 1993 (no. 85 of 1993);
- National Water Act (No. 36 of 1998);
- Water Services Act (No. 108 of 1997);
- Environment Conservation Act (No. 73 of 1989); and the
- National Environmental Management Act (No. 107 of 1998).
- All Labour requirements as per C3.2.3.1
- Works Licence requirements
- · Municipal Regulations, Codes and By-laws

Section C3.2.4.3.....Operation and Maintenance Manuals

The Tenderer shall collect all available relevant information, including design data and reports, specifications, as built-drawings, manuals, Operation and Control philosophies; SOP's; etc and use these for the development of the Maintenance Plans.

SECTION C3.2.5PROCUREMENT PROCESS

The following procurement process will be followed;

The Tenderer shall submit to the client a quotation for the proposed scope of work.

- The Tenderer shall proceed with the execution of the scope of work after the client has approved the submitted quotation.
- The Tenderer shall, after executing the scope of work to the satisfaction of the Client, submit an invoice for the work done.
- Invoices shall preferably be accepted on a monthly basis.

The Tenderer shall provide all replacement parts required for maintenance work. Tenderers are to allow in their price for all replacement parts associated with the supply, delivery, storage, handling, usage, disposal of spent material and contingencies. This includes for compliance to all relevant legislative and regulatory safety and hazardous material requirements. All works orders shall be delivered **07 days** after issued by the Employer. Installation shall be done and commissioned within **14 days** after issued by the Employer.

SECTION C3.2.7ENERGY

The Tenderer shall be responsible for all costs associated with the energy supply and consumption, including any deposits or guarantees required by the electricity supplier associated with any work carried out off-site in respect of this contract.

SECTION C3.2.....8 CONSUMABLES

The Municipality will be responsible to provide consumables including oils, lubricants only.

SECTION C3.2.9MAINTENANCE WORK

Section C3.2.9.1.....Personnel

In addition to the Maintenance Manager as per C3.2.3.3, the Tenderer shall provide detail on their proposed organisational structure for the on-going maintenance and repair of the Works, including for mechanical, electrical, Instrumentation and other services. CV's of the proposed millwrights, electricians, instrumentation technician and senior fitters shall be provided.

Section C3.2.9.2 Facilities, Plant and Equipment

The Tenderer shall provide detail of all established maintenance and repair facilities and resources available within 150km radius of the Municipal Main Offices, including:

- workshops and stores;
- · tools, plant and equipment;
- vehicles and trucks;
- · specialist equipment and
- · maintenance equipment.

Section C3.2.9.3 Emergency Response Services

The Tenderer shall provide detail of their contact persons and 24/7 emergency response resources that are available for this contract.

Section C3.2.9.9 Response Times applies, failing which The Employer may issue notice of intention to terminate contract should the Tenderer fail to response to site before **48 hours** or fail to furnish written quotation to the Employer within **72 hours** upon notification by the Employer.

Notification should be telephonically, text message in case or emergency, followed with a written email or letter for any operational fault detected by the Employer.

Section C3.2.9.4 Routine and Preventative Maintenance

Routine and preventative maintenance entails the servicing of equipment and plant in according with a predetermined maintenance programme, incorporating the maintenance and preventative maintenance requirements of the original equipment manufacturers ("OEM's"), the maintenance manuals and good maintenance practices In addition to normal maintenance activities, this typically includes, but is not limited to:

 plant and equipment - replacing lubricants; tightening nuts and bolts; adjusting and replacing fan belts and couplings; tightening or replacing gland packing; visual and listening operational checks and inspections; cleaning; calibration of meters, probes and controls; touching up paintwork; running generators for 30 minutes per week; etc.

- electrical and electronic installations blowing out electrical panels; replacing indicator globes; checking connections; functional check emergency stops; replacing light globes and ballasts
- pipe work and valves touching up paintwork; tightening or replacing gland packing; repairing leaks; routine maintenance as per manufacturer specifications

Section C3.2.9.5 Predictive Maintenance

Functionality and diagnostic testing and root cause analysis for early warning of potential problems or asset deterioration., including but not limited to oil, temperature, noise and vibration testing; alignment and performance checks.

Section C3.2.9.6 Planned and Breakdown Maintenance

The Tenderer shall carry out all breakdown maintenance, being repairs and/or replacement of defective plant and equipment inoperable or unsafe, including all subsequent actions to restore the unit of plant or equipment to its normal functional condition, within the specified maximum down-time allowed.

Section C3.2.9.7 Emergency Maintenance

Within the specified down-time limitations, the Tenderer shall carry out all emergency maintenance, being the repair and/or replacement of a unit of defective plant and equipment where such breakdown is without standby and disables a complete installation, preventing it from functioning at its designed service level. Emergency maintenance includes provision of services after hours including, weekend and public holidays.

Section C3.2.9.8 Refurbishment and Replacement

Refurbishment and replacement is carried out when a building structure/unit of facility or equipment has reached the end of its useful or serviceable life and the on-going cost of maintaining the unit exceeds the on-going amortisation cost of replacing or extensively refurbishing the item of plant or equipment. The Tenderer shall submit a motivational report, with budget costs for any refurbishment or replacements required, and implement approved projects.

Section C3.2.9.9 Response Times

The requirements set for maximum downtime and maximum response times shall be as follows:

Event	Maximum downtime allowed	Maximum response time
Breakdown maintenance	3 (three) hours	24 (twenty-four) hours
Emergency maintenance	12 (twelve) hours	3 (three) hours

The maximum down time is subject to the availability of material and/or spares only.

Section C3.2.9.10 Maintenance Costs

The Tenderer shall include in his rates (as and when required) for all costs associated with the implementation of their proposed maintenance plan include for all:

- management, supervisory and administration costs
- technical, mechanical and electrical specialist staff; artisans; labour and subcontractor costs
- · workshop, plant, tools and equipment costs
- service provider costs and third parties
- · plant, equipment, spares, wearing and replacement parts, materials and consumables
- · travelling costs
- financial and working capital costs.
- · profits, margins and contributions required by the Tenderer

In the case of breakdown and emergency maintenance; refurbishment and replacement costs, the Tenderer shall be responsible for sourcing the necessary resources (human, equipment and finances) to do the maintenance work. All work shall be subjected to the Employer approval prior to commencement of the work. The Tenderer shall immediately advise the Employer of any Emergency Maintenance required, and shall proceed with such repairs once approved by the Employer and complete the maintenance work within the required response times. Where the Tenderer is unable to timeously contact the Employer in the case of Emergency repairs, he shall in good faith not proceed with such maintenance work, until notifying the Employer as soon as practical possible.

Approved projects will be carried out in terms of an agreed programme, and at the priority and/or discretion of the Employer. All plant, equipment, spares and material provided shall be of a comparable or better quality. In an event were original parts are no longer supplied or manufactured equivalent parts will be allowed after consultation with the Employer. The Employer has the right to reject sub-standard components or workmanship, which shall be remedied at the Tenderers cost.

For any nature of work not provided for in the pricing schedule; the Employer shall request comparative quotations from all three the appointed contractors, and the contractor with highest preferential score shall be appointed to do the work.

Section C3.2.9.11 Maintenance Records and Reports

The Tenderer shall maintain accurate records and reports on all maintenance work carried out, and shall report monthly thereon to the Employer.

Section C3.2.9.12 Guarantees and Warranties

The Tenderer shall cede any supplier or factory guarantee for repaired or replaced components or equipment to the Employer and will ensure that such guarantees are not encumbered or jeopardised in any way. All materials used for refurbishment and planned or unplanned maintenance repair shall be guaranteed by the supplier for at least six (6) months. Test certificates shall be provided upon delivery (and form part of monthly reports) for all equipment serviced, repaired, installed or refurbished under this contract. Outsourced skilled labour shall be likewise guaranteed for a period of six months.

SECTION C3.2.10SAFETY AND ENVIRONMENTAL OBLIGATIONS

The Tenderer shall ensure compliance with safety legislation and regulation and with any safety specifications and directives that may be issued by the Employer. The Tenderer shall appoint key persons from its organisation to be responsible for safety, security and environmental aspects. Appointments shall be made in terms of the applicable act and regulations. Safety training should be carried out by the Tenderer as and when required. The Employer shall not bear liability for any injury, death or whatsoever that may occur while work associated if this contract is carried out. The Tenderer should therefore, above compliance to safety legislations, take all reasonable steps to avoid injury or death of his employees.

SECTION C3.2.11RISK MAMAGEMENT

The Tenderer shall submit any imminent risks to the Employer in writing, as soon as such are known. Risk types include occupational, health and safety matters; legal compliance; financial risks; public and general liability; asset level risks; environmental risks; and the risk of water and sanitation service disruptions.

As part of risk management; the Tendered shall, where applicable, apply for relevant wayleaves failure which the Tenderer shall be liable for the costs associated with restoring services of the affected infrastructure.

SECTION C3.2.12.....REPORTING

Effective management, control and reporting systems shall be implemented by the Tenderer providing:

- accurate and concise records and reports on all contractual and performance obligations of the Tenderer
- activity based costing on the maintenance of all assets.
- clear internal and external communication processes.

Section C3.2.12.1Maintenance

The Tenderer shall put into place control systems that ensure proper recordkeeping and activity based costing of the maintenance of all assets included in the Works. The system shall have the ability to record all maintenance activities, dates, resources employed and associated costs.

Job cards should include for all skilled and unskilled maintenance personnel (labour), spares and other materials, transport, plant and equipment required for the activity receiving attention.

Section C3.2.12.2Reporting

In addition to the Tenderer's internal reporting and control processes, monthly maintenance reports shall be submitted to the Employer providing but not limited to:

- Non-compliances, stoppages or interruptions;
- ii) Maintenance information.
 - Routine and preventative maintenance actions
 - Planned, breakdown and emergency maintenance actions

- iii) Security, Risk Health and Safety matters
 - Incidents
 - Precautions
 - Maintenance of safety equipment
 - Hazards
- iv) Community interaction (not encouraged; interaction with the community to be handled through the Employer).

C3.3 PERFORMANCE MONITORING

The Tenderer's performance under the Maintenance Agreement will be evaluated against measurable KPI's, addressing the actual versus specified levels of service.

Section C3.3.1Score-card

The Employer will examine the reports of the Tenderer and inspect the Works once completed and use a score-card to measure the quality of the work rendered by the Tenderer during the preceding period against the contractual performance requirements.

The Tenderer shall have the opportunity to score maximum points during each assessment, provided that his work is satisfactory. In this way the Employer will be protected against a reduced or unsatisfactory service level under this Agreement.

Section C3.3..2 Performance indicators

Performance indicators shall be selected to measure the Tenderer's service level. The Tenderer and the Employer shall each have the opportunity to pre-select two (2) performance indicators. All indicators shall be based on the scope of the Tenderer's normal scope of work. Maintenance work shall be marked either satisfactory, or unsatisfactory, and the Tenderer shall score one (1) or zero (0) respectively per indicator.

Section C3.3.3Satisfactory performance

The Employer shall inspect the site on an arbitrary day to evaluate the general appearance and measure the quality of work against the selected performance indicators. Should the evaluation show that the quality maintenance work

measured on the scorecard fails to comply with the requirements of the Agreement, the Tenderer may be sanctioned in accordance with the Agreement.

Parameters evaluated during any assessment period will be separated into two categories:

- a) Category 1 parameters:
- Failure to comply with maximum downtime and specified maximum reaction time requirements.

Category 1 failures will be identified and listed on the scorecard of the particular assessment period; associated failure reports will be appended to the scorecard.

- b) Category 2 parameters:
- Maintenance scorecard
- Planned maintenance indicators
- Breakdown and emergency maintenance indicators

Section C3.3.4Guideline for the use of the Score-Card

The score-card and performance indicators are intended as a management tool. The aim with each score-card is to ensure that:

- the Tenderer focuses on maintenance priorities that are important to the Employer;
- · the Tenderer receives recognition for work executed in accordance with the Maintenance Plan; and
- the Employer (and thus the public) receives value for money and a sustained high level of service.

SECTION C 3.4 PENALTIES

Penalties for which the Tenderer can be liable in connection with this contract, for breach of statutory duty or failure to maintain service levels as determined in the specification, for any one occurrence or series of occurrences over which the Tenderer had control, shall be limited to the maximum amount of R10 000 per event.

The application of a penalty will be mandatory following two (2) written warnings of breach and/or performance failure. The quantum of a penalty will be determined by the Employer in each case, considering the severity of the breach.

C 3.5 PAYMENTS

Payment will be in accordance with the tendered pricing schedule and the Key Performance Indicators indicated in the Terms of Reference. All prices should be inclusive of VAT. A valid tax invoice must be submitted by the 25th of each month with all mandatory information and reporting as indicated in the scope of work. Payment will be made within 30 working days from receipt of invoice by the finance department.

C 3.6 ELIGIBILITY CRITERIA

Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

Tenderer has the managerial capacity, reliability and experience regarding the nature of the tender.

- The tenderer has in his or her possession an original valid tax clearance certificate issued by the South African Revenue Services.
- The tenderer must have the minimum CIDB grading of 4GB or 3GBPE OR higher.
- The tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;
- The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention
 and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public
 sector; and
- The tenderer has not:
 - Abused the Employer's Supply Chain Management System; or
 - Failed to perform on any previous contract and has been given written notice to this effect.
 - It is considered that the performance of the services will not be compromised through any conflict of interest.

C 3.7 SPECIAL REQUIREMENTS

Only Tenderers who have workshop facilities within 150km radius of Middelburg will be considered. Such facilities will be subjected to inspection prior to the award of Tender. Once appointed, specialized work that may be sub-contracted will be subjected to the Employer approval.

C 3.7. JOINT VENTURES AND CONSORTIUMS

Joint ventures or consortia's	will be accepted in this Tender.

C 3.8. PERIOD OF TENDER

The contract period of the tender will be THIRTY-SIX (36) MONTHS.

C 3.9. SERVICE LEVEL AGREEMENT

A service level agreement will be entered into on appointment of the contract.

C 3.10 ACCEPTANCE OF OFFER

A total of **Five (05) contractors** will be appointed under this tender. The Municipality reserves the right not to award the tender or any part of the tender subject to the availability of budgetary funds.

C 3.11 TENDER EVALUATION

Tenders will be evaluated on functionality. Only tender s who receives the minimum eligible points will be further evaluated on price and preference points.

GREATER LETABA MUNICIPALITY



PROJECT NO: GLM023/2023

PROCUREMENT OF TWENTY (20) PANEL SERVICE PROVIDERS (CONTRACTORS) FOR PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES WITHIN GREATER LETABA LOCAL MUNICIPALITY FOR A PERIOD OF THREE (O3) YEARS

CITE INICODMATION	
SITE INFORMATION	

T1.1: SITE INFORMATION

Contractor	Witness 1	Employer	Witness 1

SITE INFORMATION

The Greater Letaba Municipality is located in the Limpopo Province within the Mopani District Municipality. It is one of the five (5) Local Municipalities falling within the Mopani District. The Municipality covers approximately 1 891 km² in area with an estimated population of 218 030 people (Community Survey 2016). The area consists of 04 clusters that have been demarcated into 30 wards. The Municipality is responsible for the Implementation of Road Infrastructure Projects and the maintenance thereof within the its area of jurisdiction.

The projects location will be issued together with the works order or allocation of works.

PROJECT LOCATION

All works will be done in Greater Letaba Municipality jurisdiction in 30 wards grouped in four (04) clusters (Bellevue, Sekgosese, Kgapane and Mokwakwaila). The appointed service provider will be shown exact location where to perform works as and when required.

TOPOGRAPHY & TERRAIN

n/a.

CLIMATIC CONDITIONS

n/a

LOCALITY MAP

n/a.