

# 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 4GB OR HIGHER**  
**CLOSING DATE: 27 MARCH 2023 @ 12H00**

**COMPANY NAME** .....

**TENDER SUM (FIGURES) R** .....

**TENDER SUM (IN WORDS)** .....

**CLIENT: GREATER LETABA MUNICIPALITY**

44 Botha Street  
Modjadjiskloof  
0835

Tel:015 309 9246  
Fax:015 309 9419

Contact Person: Mr. Malungana M.E  
Director Technical Services

**CONSULTANT: N/A**



**EXPANDED PUBLIC WORKS PROGRAMME**  
**CONTRIBUTING TO A NATION AT WORK**

## THE TENDER

- T1 TENDERING PROCEDURES
- T1.1 TENDER NOTICE
- T1.2 INVITATION TO TENDER
- T1.3 TENDER DATA
- T1.4 FUNCTIONALITY CRITERIA
- T2 RETURNABLE DOCUMENTS
- T2.1 LIST OF RETURNABLE DOCUMENTS
- T2.2 RETURNABLE SCHEDULES
- T2.3 OTHER DOCUMENTS REQUIRED ONLY FOR TENDER EVALUATION PURPOSES

WHITE

PINK

YELLOW

## THE CONTRACT

- C1: AGREEMENT AND CONTRACT DATA
- C1 FORM OF OFFER AND ACCEPTANCE
- C1.2 CONFIRMATION OF RECEIPT
- C1.3 PERFORMANCE GUARANTEE
- 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
- C2.2 BILL OF QUANTITIES
- C3: SCOPE OF WORK
- C3.1 DESCRIPTION OF WORKS
- C3.3 CONSTRUCTION
- C3.4 MANAGEMENT
- C4: SITE INFORMATION
- C4.1 SITE INFORMATION

WHITE

YELLOW

BLUE  
(BACK TO BACK)

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 (03) 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	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	10 PER WORKS ORDER	4GB OR HIGHER	N/A	27 MARCH 2023

Tender Documents will be available as from the **06 MARCH 2023** at the offices of the Greater Letaba Municipality offices, at 44 Botha Street, Modjadjiskloof, 0835 during office hours and the municipal website upon non-refundable amount of R **840.68** for a bid in question. Payment method for the bid document can be cash or EFT (**Bank: FNB, Account holder: Greater Letaba Municipality, Account no: 521 0000 5761, Branch code 260449, Ref No. for FNB Users: 111 00000 00000, Ref No. for other banks: Bid number**)

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 (03) YEARS, GLM023/2023**) Bid Documents must be deposited into the Tender Box, Ground Floor, Greater Letaba Municipality, 44 Botha Street, Modjadjiskloof, 0835 at no later than **12H00** on the **27 MARCH 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 **4GB** or Higher

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 70 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.

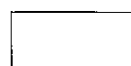
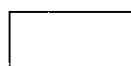
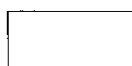
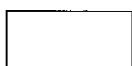
Bid Documents will be evaluated in terms of the Supply Chain Management Policy of the Greater Letaba Municipality. The lowest tender will not necessarily be accepted or deemed suitable. The Greater Letaba Municipality reserves the right not to consider any tender not suitably endorsed or comprehensively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

**LEKHOTA MP - ACTING MUNICIPAL MANAGER**

**GREATER LETABA MUNICIPALITY**

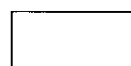
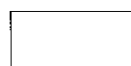
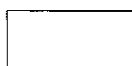
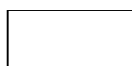


**TENDERERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:**

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:**

- o Copy of Company registration certificate (c.k. certificate)
- o 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).
- o Certified ID copies of owners as per C.K.
- o 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).
- o Company Profile/ schedule indicating bidder's experiences.
- o The bid document must be properly completed in black ink and every page initialled.
- o 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.
- o Attach Proof of Purchase (Receipt or Proof of payment.
- o Original or certified copy of B-BBEE Level Contribution Certificate as proof of Specific goals (10 points -100% black owned)
- o Copy of Shareholding Certificate/ detailed CK certificate as proof of specific goals (10 Points - Woman)
- o Proposed general maintenance works Programme on Microsoft Projects Format
- o Construction Industry Development Board (CIDB) Grading Certificate
- o 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.
- Certified copy of company registration with National Home Builders Registration Council (NHBRC), (In case of JV both company certificates must be attached).

**NB:** The evaluation of the bid will be conducted in two stages; first stage will be assessment on functionality. Only bidders that obtain 70 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.

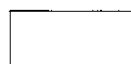
**Bidders shall take note of the following bid conditions:**

- Specific goals in terms of the Preferential procurement regulations 2022 will apply on this bid.
- 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.

**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**





<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (GREATER LETABA MUNICIPALITY)</b>					
BID NUMBER:	GLM023/2023	CLOSING DATE:	27 MARCH 2023	CLOSING TIME:	12h00 Midday
DESCRIPTION	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				
COMPULSORY BRIEFING	N/A				
CIDB	4GB OR HIGHER				

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

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

**44 Botha Street**

**Modjadjiskloof, 0835**

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
3. TOTAL NUMBER OF ITEMS OFFERED		4. TOTAL BID PRICE	R
5. SIGNATURE OF BIDDER	.....	6. DATE	
7. CAPACITY UNDER WHICH THIS BID IS SIGNED			

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	BUDGET AND TREASURY	CONTACT PERSON	MT. MAHLOBOGANE
CONTACT PERSON	M.P. RAMAFALO	TELEPHONE NUMBER	066 156 3205
TELEPHONE NUMBER	087 086 7471	FACSIMILE NUMBER	015 309 9419
FACSIMILE NUMBER	015 309 9419	E-MAIL ADDRESS	terence@glm.gov.za
E-MAIL ADDRESS	portiak@glm.gov.za		

Contractor

Witness 1

Employer

Witness 1

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.  
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER :.....

CAPACITY UNDER WHICH THIS BID IS SIGNED :.....

DATE :.....



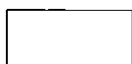
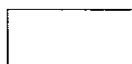
**TENDER DATA**

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.

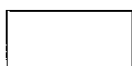
CLAUSE	DATA
2.1	Wherever reference is made in the documentation to Bill of Quantities it shall also mean Pricing Schedule.
2.7	Wherever reference is made in the documentation to contractor it shall also mean service provider
3.1	Employer is: <b>GREATER LETABA MUNICIPALITY</b> <i>The Employer 's domicilium citandi et excutandi (permanent physical business address) is:</i> <b>44 Botha Street</b> <b>Modjadjiskloof</b> <b>0835</b>
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 language for communications is English.
3.4	The employer's agent is: <b>N/A</b>
3.5	The tender process may be cancelled if:  (a) Due to changed circumstances, there is no longer a need for the goods or services specified in the invitation; (b) Funds are no longer available to cover the total envisaged expenditure; (c) No acceptable tender is received; or  There is a material irregularity in the tender process
3.6	The competitive selection procedure shall be applied in awarding the tender.



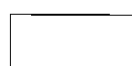
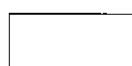
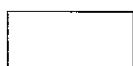
4	<p><b>Jurisdiction</b></p> <p>Unless stated otherwise in the Tender Data, each tenderer and the Employer undertake to accept the jurisdiction of the courts of law of the Republic of South Africa.</p>
4.1	<p>Only those tenders who satisfy the following criteria are eligible to submit tender:</p> <ul style="list-style-type: none"> <li>(a) The Contractor submitting the tender is under restrictions or has principals due to corrupt or fraudulent practices;</li> <li>(b) The tenderer does not have the legal capacity to enter into the contract;</li> <li>(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;</li> <li>(d) The tenderer does not comply with the legal requirements stated in the Employer's procurement policy;</li> <li>(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;</li> <li>(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.</li> </ul> <p>Only those tenderers who are registered with the Construction Industry Development Board (CIDB) with a grading equal to <b>4GB</b> or higher, or a combined grading equal to <b>4GB</b> 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 Of 2000, are eligible to submit tender for this contract.</p> <ol style="list-style-type: none"> <li>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</li> <li>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.</li> </ol>
4.6	<p>Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender, Clause 5.8</p>
4.7	<p>There will be no compulsory clarification meeting.</p>
4.10	<p>Tenderers are required to state the rates and currencies in Rand</p>
4.12	<p>Alternative offers are generally not accepted due to possible manipulation of the tender process and resulting complexity of the evaluation.</p> <p><b><i>Therefore, the submission of alternative tenders is strongly discouraged.</i></b></p> <p>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</p>
4.13	<p>Parts of each tender communicated on paper shall be submitted as an original, plus zero (0) copies.</p>
4.13.4	<p>The tenderer is required to submit with his tender the following Mandatory documents:</p> <ul style="list-style-type: none"> <li>• Company Registration Documents</li> </ul>



	<ul style="list-style-type: none"> <li>• Certified Copies of Directors Identity Document</li> <li>• Tax Clearance Certificates &amp; SARS TCP Pin</li> <li>• B-BBEE Certificate</li> <li>• Central Supplier Database (CSD) Report</li> <li>• Construction Industry Development Board (CIDB) Grading Certificate <b>4GB</b> or Higher</li> <li>• Workman's Compensation Registration (COIDA) Certificate</li> <li>• Authority of Signatory (Under Company Letter Head)</li> <li>• Municipal Rates &amp; Taxes</li> <li>• Bank Rating Letter</li> <li>• Joint Venture Agreement</li> <li>• Receipt/Proof of Purchase of the Tender Document</li> </ul> <p>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</p> <p><b>Important Note:</b></p> <p>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</p>
4.13.5	Wherever reference is made in the tender documentation for non-financial proposal it shall also mean technical proposal,
4.13.5	Tenders should be submitted in a sealed envelope indicating the Tender Information and the Delivery Address: Location of Tender Box: <b>Greater Letaba Municipality</b> <b>44 Botha Street</b> <b>Modjadjiskloof</b> <b>0835</b>
4.13.5	A two-envelope procedure is <b>NOT</b> required
4.13.5	Telephonic, telegraphic, telex, facsimile or e-mail tender offers shall <b>NOT</b> be accepted
4.15	The closing time for submission of tender offers is <b>12h00 hours on 27 MARCH 2023</b> .
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: <ul style="list-style-type: none"> <li>(a) withdraws his tender;</li> <li>(b) gives notice of his inability to execute the contract in terms of his tenderer; or</li> <li>(c) fails to comply with a request made in terms of 4.17, 4.18 or 5.9;</li> </ul> <p>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.</p>
4.18	Any additional information requested under the clause must be provided within 5 (five) working days of date of 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 <b>70%</b>
	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	<p>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.</p> <p>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.</p>



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.

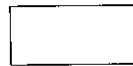
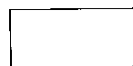
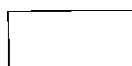
Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:

- 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.

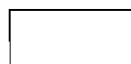
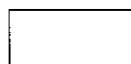
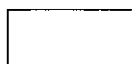
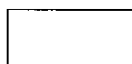
Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive.

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 <b>Method 4</b>
5.11.5	<p><b>METHOD 4: FINANCIAL OFFER, QUALITY &amp; PREFERENCES</b></p> <p>In case of financial offer, quality and preferences;</p> <p>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,</p> <p>b) Calculate the total number of tender evaluation points (<math>T_{EV}</math>) in accordance with the following formula;</p> $T_{EV} = N_{FO} + N_P + N_Q$ <p>Where:</p> <ul style="list-style-type: none"> <li>• <math>N_{FO}</math> is the number of tender evaluation points awarded for financial offer made in accordance with 5.11.7</li> <li>• <math>N_P</math> is the number of tender evaluation points awarded for preferences claimed in accordance with clause 5.11.8</li> <li>• <math>N_Q</math> is the number of tender evaluation points awarded for quality offered in accordance with clause 5.11.9</li> </ul> <p>c) rank tender offers from the highest number of tender evaluation points to the lowest, and</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.</p>
5.11.6	Score of financial offers, preferences and quality, as relevant, to be given to two (2) decimal places
5.11.7	<p><b>SCORING FINANCIAL OFFERS</b></p> <p>Score the financial offers using the following formula:</p> $N_{FO} = W_1 \times A$ <p>Where:</p> <ul style="list-style-type: none"> <li>• <math>N_{FO}</math> is the number of the tender evaluation points awarded for financial offer</li> <li>• <math>W_1</math> is the maximum possible number of tender evaluation points awarded for financial offer</li> <li>• <math>A</math> is the number calculated using relevant formula described below</li> </ul> <p>The following formula shall be used to calculate the points for price (<math>A</math>):</p> $A = \left(1 - \frac{P - P_m}{P_m}\right) W_1$ <p>Where:</p> <ul style="list-style-type: none"> <li>• <math>P</math> is the comparative offer of the tender offer under consideration</li> <li>• <math>P_m</math> is the comparative offer of the most favourable comparative offer</li> <li>• <math>W_1</math> is the maximum possible number of tender evaluation points awarded for financial offer (80 Points)</li> </ul> <p>In the event that the calculated value is negative, the allocated score shall be zero</p>





5.11.8 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

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

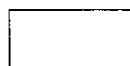
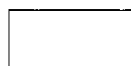
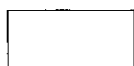
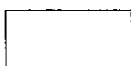
Where:

5.11.9  $W_2$  is the maximum possible number of tender evaluation points awarded for the quality

$S_o$  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:



PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES				
SCHEDULE OF QUANTITIES				
PRELIMINARIES				
DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Fixed obligations	L/sum	1		
Value related obligation	L/sum	1		
Time related obligation	L/sum	1		
Total Carried Forward to Final Summary (Preliminaries)				

PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES					
SCHEDULE OF QUANTITIES					
	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>BILL No.1</b>				
	<b>EARTHWORKS (PROVISIONAL)</b>				
	<b>BULK EXCAVATIONS FOR PLATFORM</b>				
	<u>Grabbing and removal of topsoil</u>				
	Remove topsoil to average depth of 150mm for platform	m <sup>2</sup>	1		
	G5 materials for platform and compacted to 95% Mod AASHTO in layers of 150mm	m <sup>3</sup>	1		
	<b>EARTHWORKS</b>				
	<b>FOUNDATIONS (PROVISIONAL)</b>				
	<u>SITE CLEARANCE</u>				
2/1/3	<u>Site clearance</u>				
	Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc	m <sup>2</sup>	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.				
2/1/5	Excavate for surface trenches.	m <sup>3</sup>	1		
	<u>Sundries</u>				
2/1/6	Extra over all excavations in compacted pickable material for excavation in soft rock as described.	m <sup>3</sup>	1		
2/1/7	Extra over all excavations in compacted pickable material for excavation in hard rock as described.	m <sup>3</sup>	1		
2/1/8	Extra over all excavations for carting away excavated material as described (Contractor to allow for bulking).	m <sup>3</sup>	1		
2/1/9	Allow for the risk of collapse to sides of excavation from ground level not exceeding 1,5 m deep.	m <sup>2</sup>	1		
2/1/10	Allow for keeping excavations free of water and mud by pumping or bailing.	item	1		
	<u>FILLING, ETC:</u>				
2/1/11	Excavated material in backfill, saturated to optimum moisture content and compacted to 95% modified AASHTO into trenches, including haulage not exceeding 100 m from the perimeter of the excavation.	m <sup>3</sup>	1		
2/1/12	50 mm Thick layer of approved clean sand filling under surface beds.	m <sup>2</sup>	1		
	<u>Coarse river sand filling supplied by the contractor</u>				
	Under floors etc	m <sup>3</sup>	1		
	<u>Compaction of surfaces</u>				
	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 <sup>2</sup> 558	m <sup>2</sup>	1		
	<u>Test</u>				
	<u>Prescribed density tests on filling</u>				
	"Modified AASHTO Density" test	No	1		
	<b>SOIL POISONING</b>				
	<u>Soil Insecticide</u>				
	Under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m <sup>2</sup>	1		
	To bottoms and sides of trenches etc	m <sup>2</sup>	1		
	<b>Total Bill No 01 (Carried Forward to Final Summary)</b>				

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

PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES				
SCHEDULE OF QUANTITIES				
DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>BILL No. 3</b>				
<b>MASONRY</b>				
<b>BRICKWORK</b>				
<b>FOUNDATIONS</b>				
Brickwork of NFX bricks (14 MPa nominal compressive strength) in class 1 mortar				
One brick walls	m <sup>2</sup>	1		
<b>SUPERSTRUCTURE</b>				
Brickwork of NFP bricks in class II mortar				
NFP Class II mortar:Half brick walls in beamfilling	m <sup>2</sup>	1		
NFP Class II mortar:Half brick walls	m <sup>2</sup>	1		
One brick walls	m <sup>2</sup>	1		
<u>Joint forming material in movement joints</u>				
12mm Fibre board built in vertically through brick walls	m <sup>2</sup>	1		
<u>Brickwork reinforcement</u>				
75mm Wide reinforcement built in horizontally	m	1		
150mm Wide reinforcement built in horizontally	m	1		
<b>FACE BRICKWORK:</b>				
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.	m <sup>2</sup>	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 bond	m <sup>2</sup>	1		
Extra over ordinary brickwork in beamfilling for facing and pointing in stretcher bond	m <sup>2</sup>	1		
Fair raking cutting	m	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		
<b>Total of Bill No 3 (Carried Forward to Final Summary)</b>				

**PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES**

**SCHEDULE OF QUANTITIES**

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<p><b>BILL No. 4</b></p> <p><b>PAVING</b></p> <p><b>PAVING BLOCKS</b></p> <p><u>Grey interlocking paving bricks</u></p> <p>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</p> <p>60mm Paving bricks interlocking laid on 150mm layer of G5 material including water channels if necessary</p> <p>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</p>	<p>m<sup>2</sup></p> <p>m</p>	<p>1</p> <p>1</p>		
<p>Total of Bill No 4 (Carried Forward to Final Summary)</p>				

PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES				
SCHEDULE OF QUANTITIES				
DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>BILL No. 5</b>				
<b>WATERPROOFING</b>				
<b>DAMP PROOFING</b>				
<u>One layer 250 micron "Gunplas USB Green" polyethylene waterproofing:</u>				
On compacted earth under concrete surface beds, lapped 150 mm and sealed at all joints (measured net).	m <sup>2</sup>	1		
<u>One layer 375 micron embossed "Gunplas Brikrip" polyethylene damp proof course fixed with approved adhesive:</u>				
On walls, stepped up in cavities, under cills, etc.	m <sup>2</sup>	1		
4mm Polyglass waterproofing system and Butaminous Aluminium Roofcote	m <sup>2</sup>	1		
<b>Total of Bill No 5 (Carried Forward to Final Summary)</b>				

PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES				
SCHEDULE OF QUANTITIES				
DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>BILL No. 6</b> <b>ROOF COVERINGS ETC</b> <b>PREAMBLES</b> For preambles see "Specification of Material and Method to be used PW371" <b>SUPPLEMENTARY PREAMBLES</b> 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.				
<b>CHROMADEK SHEETING AND ACCESSORIES</b> <b>Chromadek roof sheets (Aloe Green color)</b> 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 0,6mm full hard roof sheeting with pitch not exceeding 25 degrees fixed to timber roof truss and perlins. Sealing of roof nails or screws using roof sealer. Apply waterproofing roof paint (Colour to be determined by client)				
	m <sup>2</sup>	1		
	m <sup>2</sup>	1		
	m <sup>2</sup>	1		
<b>Total of Bill No 6 (Carried Forward to Final Summary)</b>				



PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES					
SCHEDULE OF QUANTITIES					
	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>BILL No. 7</b>				
	<b>CARPENTRY AND JOINERY</b>				
	<b>FACIAS, BARGE BOARDS, ETC:</b>				
2/711	12 x 225 mm Fibre cement fascia board drilled and brass screwed and including steel jointing strips between lengths.	m	1		
	Steel fascia or barge board drilled and brass screwed	m	1		
	<b>DOORS, ETC</b>				
	<u>Wrought Meranti doors hung on steel frames</u>				
2/712	44mm Framed and laged batten door 813mm x 2032mm high of 44 x 100mm top rail and stiles, 22 x 100mm middle and bottom rails covered on both sides with 6mm plywood with vaneer	No	1		
2/713	44mm Framed and laged batten door 1511mm x 2032mm high of 44 x 100mm top rail and stiles, 22 x 100mm middle and bottom rails covered on both sides with 6mm plywood with vaneer	No	1		
2/714	Solid core flush doors with concealed hard wood edges and 4mm thick masonite coverig on both sides hungs to steel frame 40 x 813 x 2032mm high	No	1		
	<b>Total of Bill No 7 (Carried Forward to Final Summary)</b>				

PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES				
SCHEDULE OF QUANTITIES				
DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>BILL NO. 8</b>				
<b>CEILINGS, PARTITIONS AND ACCESS FLOORING</b>				
<b>SECTION NO.1</b>				
NOTE : Tenderers are advised to study the "Specification of Materials and Methods to be used"				
<b>CEILINGS</b>				
<b>NAILED UP AND SCREW UP CEILINGS</b>				
6 mm "Rhino" Fibre cement boards with standard H-type pressed steel jointing strips				
Ceilings including framing for support.	m <sup>2</sup>	1		
Extra over gypsum plaster board ceiling for hinged pressed trap door size 600 x 600mm including all necessary trimmers, ironmongery, etc	No	1		
Gypsum Plaster Suspended ceiling board or drop ceiling completely finished, etc	m <sup>2</sup>	1		
<b>Coved Cornice</b>				
19 x 76mm Cornices glued	m	1		
<b>SISALATION INSULATION</b>				
<b>Insulation fitted between steel trusses and roof sheeting</b>				
Sisalation insulation 420 heavy duty industrial	m <sup>2</sup>	1		
<b>Total of Bill No 8 (Carried Forward to Final Summary)</b>				

**PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES**

**SCHEDULE OF QUANTITIES**

	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>BILL NO. 9</b>				
	<b>IRONMONGERY</b>				
	NOTE : Tenderers are advised to study the "Specification of Materials and Methods to be used" (OOG-001E) before pricing this bill				
	NOTE : Unless otherwise stated all items in this bill shall be deemed to fall into Work Group No. 132 for Haylett Formula purposes				
	NOTE : Where ironmongery is referred to by a trade name or catalogue number, it may be replaced by another product of equal quality with the prior approval of the Representative/Agent				
	NOTE : Where ironmongery is described as plugged, prices are to include for screwing to and including approved patent plugs in concrete or brickwork with plaster or tiled finish				
	<b>THE FOLLOWING IRONMONGERY FIXED TO DOORS, ETC</b>				
2/9/1	<b>Bolts and latches</b>				
2/9/2	75mm three lever upright mortice lockset with satin chrome furniture to single doors	No	1		
2/9/3	75mm three lever upright mortice lockset with satin chrome furniture to double door	No	1		
	WC mortice indicator bolt in satin chrome finish surface mounted	No	1		
2/9/4	<b>SUNDRIES</b>				
	38mm diameter black rubber door stop plugged and screwed to wall or floor	No	1		
2/9/5	Brass door hooks plugged and screwed to wall and doors	No	1		
	Lockable heavy duty chromium plated toilet roll holder plugged and screwed to wall	No	1		
	<b>BARREL BOLTS, ETC:</b>				
	Barrel bolt with keep let into concrete	No	1		
	<b>LETTERS, NAMEPLATES, ETC</b>				
	<b>Union</b>				
	290 x 290mm Female toilet symbol by "International signs"	No	1		
	290 x 290mm Male symbol by "International signs"	No	1		
	290 x 290mm Paraplegic toilet symbol by "International signs"	No	1		
	290 x 290mm Kitchen symbol by "International signs"	No	1		
	290 x 290mm Office symbol by "International signs"	No	1		
	290 x 290mm Store room symbol by "International signs"	No	1		
	290 x 290mm Counter/Kiosk symbol by "International signs"	No	1		
	290 x 290mm Fire Extinguisher symbol by "International signs"	No	1		
	290 x 290mm Fire Hose reel symbol by "International signs"	No	1		
	<b>Total of Bill No 9 (Carried Forward to Final Summary)</b>				

PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES				
SCHEDULE OF QUANTITIES				
DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>BILL No. 10</b>				
<b>STRUCTURAL STEELWORK</b>				
<u>STEELWORK TO COLUMNS, BEAMS, TRUSSES AND PURLINS</u>				
<u>HOT AND COLD ROLLED STEEL MEMBERS</u>				
H-Section columns 254 x 146 x 37mm	t	1		
H-Section columns 254 x 254 x 89mm	t	1		
Girder 457 x 191 x 67 UB top and bottom chord and verticals 254 x 146 x 31 UB	t	1		
Rafter 254 x 146 x 31 UB	t	1		
Rafter 254 x 152 x 59 UB	t	1		
Purlins 125 x 75 x 20 x 2,5 CFLC	t	1		
80 x 80 x 8 RSA	t	1		
Tie Beam 100 x 3 OCHS	t	1		
Cross Bracing 70 x 70 x 6 RSA	t	1		
Framing for roof window	t	1		
<b>Total of Bill No 10 (Carried Forward to Final Summary)</b>				

**PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES**

**SCHEDULE OF QUANTITIES**

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>BILL No. 11</b>				
<b>METALWORK</b>				
<u>STEEL WINDOWS, DOORS, ETC</u>				
<u>STEEL DOOR FRAMES</u>				
1,2 mm Thick double rebate door lining suitable for halfbrick wall for:				
Door size 813 x 2032 mm high	No	1		
1,2 mm Thick double rebate Duro pressed steel door lining suitable for onebrick wall for:				
Welded steel door size 813 x 2032 mm high (single door)	No	1		
Welded steel door size 1511 x 2032 mm high (double door)	No	1		
<u>STEEL DOORS AND FRAMES COMPLETE</u>				
Steel doors and frames, complete with glazing as per NBR standards.				
Door Detail 1 - size 1,511 x 2,949m double door	No	1		
<u>STEEL WINDOW FRAMES COMPLETE</u>				
Steel doors and frames, complete with glazing as per NBR standards.				
Window Detail 3 - size 2,378 x 1,302m	No	1		
Window type NE1; size 0,533 x 0,654m	No	1		
Minor repairing of security steel burgler for doors or windows	No	1		
steel burgler for 813mm x 2032mm doors	No	1		
steel burgler for 1511mm x 2032mm doors	No	1		
Replacement of window rails	No	1		
Replacement of window handles	No	1		
<u>ALUMINIUM WINDOWS</u>				
<u>Anodised aluminium window frames, complete with safety glass</u>				
Window Detail 1 - size 1,500 x 1,800m	No	1		
Window Detail 2 - size 2,400 x 0,900m	No	1		
Window Detail 4 - 1,200 x 0,600m	No	1		
<u>ALUMINIUM DOORS</u>				
<u>Anodised aluminium doors frames, complete with safety glass</u>				
Aluminium double door Detail 02 size 1,981 x 2,251m	No	1		
<u>ALUMINIUM SHOP FRONTS</u>				
<u>Anodised aluminium shopfronts complete with safety glass</u>				
Aluminium shopfront Detail 9 - size 1,550 x 2,252m	No	1		
Aluminium shopfront Detail 10 - size 2,875 x 2,825m	No	1		
Aluminium shopfront Detail 12 - size 2,809 x 3,070m and 1,060 x 2,501m	No	1		
Aluminium shopfront Detail 11 - size 6,080 x 4,000m irregular shaped	No	1		
<b>Total of Bill No 11 (Carried Forward to Final Summary)</b>				

PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES				
SCHEDULE OF QUANTITIES				
DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>BILL No. 12</b>				
<b>PLASTERING</b>				
Demolition or cutting of walls	m <sup>2</sup>	1		
15mm plaster mixture to finished brickwalls	m <sup>2</sup>	1		
2 - 3mm wall ties or fasteners to cracked walls	m <sup>2</sup>	1		
<b>SUPPLEMENTARY PREAMBLES</b>				
<b>SCREEDS</b>				
<b>Screeds on concrete</b>				
30mm Thick on floors to receive floor tiles	m <sup>2</sup>	1		
<b>Total of Bill No 12 (Carried Forward to Final Summary)</b>				

PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES				
SCHEDULE OF QUANTITIES				
DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>BILL No. 13</b>				
<b>TILING</b>				
<b>CERAMIG TILES</b>				
<b>WALL TILING</b>				
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)	m <sup>2</sup>	1		
On walls (Porcelain)	m <sup>2</sup>	1		
<b>FLOOR TILING</b>				
Ceramic or Porcelain floor tile, colour to be approved by client. Movement joints asper the Engineer's specification				
Tiles to floors (Ceramic)	m <sup>2</sup>	1		
Tiles to floors (Porcelain)	m <sup>2</sup>	1		
Skirting 100mm high of cut files	m	1		
<b>Total of Bill No 13 (Carried Forward to Final Summary)</b>				

PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES				
SCHEDULE OF QUANTITIES				
DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>BILL No. 14</b>				
<b>PLUMBING</b>				
<b>RAINWATER DISPOSAL</b>				
<u>0,8 mm Galvanized sheet iron rainwater goods:</u>				
100 x 150 x 100 mm VHV galvanized sheet iron concealed eaves gutter fixed to falls on splay rebated roof trusses.	m	1		
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 grating.	No	1		
Extra over downpipe for:				
Shoe.	No	1		
600 mm Projecting eaves offset.	No	1		
<b>WATER STORAGE TANK</b>				
5000L (1800mm dia, 2040m high) Water storage tank with black internal lining with cover and lid on a 1200mm high brick base with compacted fill base and concrete 85mm with mesh reinforcement.	No	1		
Replacemnt of 5000L (1800mm dia, 2040m high) Water storage tank	No	1		
2000mm High steel stand reinforced to carry storage tank	No	1		
<b>SANITARY FITTINGS</b>				
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.	No	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	No	1		
Top press or flush bolton pillor basin taps	No	1		
chromium plated piller basin or sink taps	No	1		
<b>Carried Forward To Total of Bill No 14</b>				



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		
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		
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		
Complete toilet cisten fitment	No	1		
Complete set of aluminium paraplegic grab rails to be fitted on the wall	No	1		
Replacement of 100 litre geyser	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		
installation of 25mm non-return valves	No	1		
installation of geyser vacuum breaker	No	1		
<u>Traps, etc including joints to steel pipe and/or fittings unless otherwise described:</u>				
32-40mm Chromium plated bottle trap.	No	1		
Urinal flush master	No	1		
P-trap	No	1		
S-trap	No	1		
<u>Valves, etc. including joints to steel pipes and/or fittings unless otherwise described:</u>				
15mm Copper service pipe 350mm girth.	No	1		
15mm Chromium plated "Ballostop" or other approved stopcock.	No	1		
20mm Chromium plated "Ballostop" or other approved stopcock.	No	1		
<b>SANITARY PLUMBING:</b>				
<u>uPVC pipes and fittings:</u>				
50mm Pipe fixed in walls, ceilings, roofs, floors, etc.	m	1		
50mm Pipe under floors including excavations, backfilling, etc.	m	1		
110mm Pipe fixed in walls, ceilings, roofs, floors, etc.	m	1		
<b>Carried Forward To Total of Bill No 14</b>				

110mm Pipe under floors including excavations, backfilling, etc.	m	1		
<u>Extra over uPVC pipes for fittings:</u>				
50mm Bend.	No	1		
50mm Access bend.	No	1		
50mm Junction.	No	1		
110mm Reducer.	No	1		
110mm Bend.	No	1		
110mm Pan connector.	No	1		
110mm Bend pan connector.	No	1		
110mm Access bend with anti-syphon horn.	No	1		
Two way PVC vent valve suitable for 50mm pipe.	No	1		
<u>WATER SUPPLY:</u>				
<u>Class O thin wall hard drawn copper pipes and fittings with capillary soldered type connections:</u>				
15mm Pipes fixed in walls, ceilings, roofs, floors, etc.	m	1		
22mm Pipes fixed in walls, ceilings, roofs, floors, etc.	m	1		
<u>Extra over class O copper pipes for soldered capillary fittings:</u>				
15mm Fittings.	No	1		
22mm Fittings.	No	1		
<u>HDPE pressure pipe class 12</u>				
25mm pipes laid in and including trenches not exceeding 1m deep	m	1		
<u>Pressure Pump</u>				
3,0 kva Pressure pump including the necessary fittings to be fitted to the existing pipe	No	1		
Carried Forward To Total of Bill No 14				

	<p>Extra over for HDPE pressure pipes for "blason" fittings</p> <p>25mm tee connector</p> <p>25mm elbow connector</p> <p>25mm galvanised adaptor</p> <p>20mm complete galvanised stand pipe complete with brass tap</p> <p><b>TESTING:</b></p> <p>Provide all necessary apparatus water, etc. for and test the whole of the Sanitary Plumbing and Water Supply installation to the satisfaction of the Representative/Agent and Municipality, replace any defective work free of charge and leave perfect.</p> <p><b>FIRE APPLIANCES, ETC.:</b></p> <p>Fire hose reel complete with 30m rubber hose, chromium plated stopcock, shut-off nozzle and wall bracket.</p> <p>4,5kg DCP dry chemical fire extinguisher on and including wrought meranti backboard size 1 000 x 255 x 25mm thick plugged and screwed to wall and finished with two coats of polyurethane varnish, including 120 x 20 x 2mm mild steel strip bent to form hook.</p> <p>9kg DCP dry chemical fire extinguisher on and including wrought meranti backboard size 1 000 x 255 x 25mm thick plugged and screwed to wall and finished with two coats of polyurethane varnish, including 120 x 20 x 2mm mild steel strip bent to form hook.</p> <p><b>WATER SUPPLIES TO FIRE APPLIANCES:</b></p> <p><b>Galvanised steel pipes:</b></p> <p>25mm Pipes.</p> <p>Extra over galvanised steel pipes for steel fittings:</p> <p>25mm Fittings.</p> <p><b>PAINTING:</b></p> <p>Prepare and apply one coat sealer and two coats acrylic emulsion paint:</p> <p>On uPVC pipe not exceeding 300mm girth.</p> <p>Prepare and apply one coat metal etch primer and two coats acrylic emulsion paint:</p> <p>On copper pipe not exceeding 300mm girth.</p> <p>On galvanised pipe not exceeding 300mm girth.</p> <p><b>TESTING</b></p> <p>Testing water pipe system</p>	<p>No</p> <p>No</p> <p>No</p> <p>No</p> <p>item</p> <p>No</p> <p>No</p> <p>No</p> <p>m</p> <p>No</p> <p>m</p> <p>m</p> <p>m</p> <p>item</p>	<p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p>		
	Carried Forward To Total of Bill No 14				
	Total of Bill No 14 (Carried Forward to Final Summary)				

**PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES****SCHEDULE OF QUANTITIES**

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>BILL No. 15</b>  <b>GLAZING</b>  <u>Glass in steel fixed with putty</u>  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 0,5 square metre in area  <b>MIRRORS</b>  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.	m <sup>2</sup>  m <sup>2</sup>  No	1  1  1		
<b>Total of Bill No 15 (Carried Forward to Final Summary)</b>				

PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES				
SCHEDULE OF QUANTITIES				
DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<u>BILL No. 16</u>				
<u>PAINTWORK</u>				
<u>PAINTWORK, ETC TO NEW WORK ON</u>				
<u>FLOATED PLASTER SURFACES WITH</u>				
<u>WOOD SURFACES WITH</u>				
<u>One coat oil wood primer, one coat universal undercoat and two coats super universal enamel paint on</u>				
Wood prime + UC + varnish Paint on door surfaces	m <sup>2</sup>	1		
<u>PAINT ON METAL:</u>				
<u>Prepare, touch up factory primer, paint one undercoat and one coat high gloss enamel paint:</u>				
Under coat and two enamel paint to door and window frames	m <sup>2</sup>	1		
Under coat and two enamel paint to all structural steel	m <sup>2</sup>	1		
<u>PAINT ON WALLS</u>				
<u>Prepare and paint one coat alkali resistant primer and two coats eggshell emulsion paint for interior and exterior use</u>				
	m <sup>2</sup>	1		
<u>PAINT ON FIBRE-CEMENT:</u>				
<u>Prepare, stop and paint one coat alkali resistant primer and two full coats eggshell emulsion paint for exterior use:</u>				
On ceilings and cornices.	m <sup>2</sup>	1		
On fascias and barge boards.	m <sup>2</sup>	1		
<b>Total of Bill No 16 (Carried Forward to Final Summary)</b>				

PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES				
SCHEDULE OF QUANTITIES				
DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>BILL NO. 17</b>				
<b><u>SECURITY FENCING</u></b>				
<b><u>BETAVIEW FENCE</u></b>				
<b>The following in bases:</b>				
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 polyaide cap, including setting up post and embedding in position in concrete bases (elsewhere)	No	1		
<b><u>Security fencing including site clearance and preparation of ground:</u></b>				
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		
Concrete 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.	No	1		
Steel sliding motor vehicle gate 6000 x 1800mm high fixed on angle rail.	No	1		
Prepare and paint palisade fence with first and second enamel coatings.	m	1		
<b>Total of Bill No 17 (Carried Forward to Final Summary)</b>				

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

PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES				
SCHEDULE OF QUANTITIES				
DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>BILL NO. 19</b>				
<b><u>PROVISIONAL SUMS</u></b>				
<b><u>PROVISIONAL AMOUNTS</u></b>				
All provisional sums are nett and exclude builder's discount. The contractor is referred to the preliminaries in this regard.				
<b><u>ELECTRICAL CONNECTION</u></b>				
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	1	R100 000,00	
Handling fee	%			
<b><u>PROVISIONAL AMOUNT FOR SUNDRIES</u></b>				
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	1	R50 000,00	
Handling fee	%			
<b><u>SEPTIC TANK</u></b>				
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	%			
<b><u>BOREHOLE AND TANK</u></b>				
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	L/sum	1	R100 000,00	
Handling fee	%			
<b>Total of Bill No 18 (Carried Forward to Final Summary)</b>				



**PREVENTATIVE MAINTENANCE OF MUNICIPAL FACILITIES****SCHEDULE OF QUANTITIES****FINAL SUMMARY SCHEDULE OF QUANTITIES CALCULATION OF TENDER SUM**

<b>DESCRIPTION</b>	<b>UNIT</b>	<b>AMOUNT</b>
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
<b>SUB TOTAL</b>		R
Allow contingency amount of 5% to be used upon approval by the client.	5%	R
<b>SUB-TOTAL including Contingencies</b>		R
ADD: Value Added Tax @ 15%	15%	R
<b>TOTAL TENDERED AMOUNT</b>		R

**FUNCTIONALITY EVALUATION CRITERIA**

**COMPANY EXPERIENCE**

<p>The Bidder must attach Appointments Letters and Completion Certificates for Successfully Completed Projects over the Value of maximum R 10 000 000.00</p> <p>The Bidder must provide Contactable Referees for the Completed Projects to allow the Evaluation Team to confirm and validate the information</p> <p>Points will only be allocated to Projects that fit the Criteria and for Projects that are related to Building or facilities Projects</p>	<p align="center"><b>COMPANY EXPERIENCE</b></p>	SCORING CRITERIA	WEIGHT	SCORE
		The Bidder Scores Zero (0) points where no information regarding the Company's Relevant Past Experience has been indicated.	0	
		Building or facilities Maintenance Projects that was Successfully Completed within combined project value of R4 million over the last 5 years	10	
		Building or facilities Maintenance Projects that was Successfully Completed within combined project value between R4 - R10 million over the last 5 years	20	
		Building or facilities Maintenance Projects that was Successfully Completed within combined project value exceeding R10 million over the last 5 years	30	
<b>COMPANY EXPERIENCE TOTAL</b>		<b>30</b>		

**FINANCIAL CAPACITY**

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

Contractor

Witness 1

Employer

Witness 2

**KEY PERSONNEL**

		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	<b>CONTRACTS MANAGER</b>	No formal Qualification Obtained Qualifications Not Attached
National Diploma (N. Dip.): Building Construction with less than 5 years' experience	1			
National Diploma (N. Dip.): Building Construction with more than 5 years' experience	3			
BSC or B-Tech Degree: Building Construction with more than 5 years' experience	5			
<b>TOTAL</b>	<b>5</b>			
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.	<b>SITE AGENT</b>	No formal Qualification Obtained Qualifications Not Attached	0	
		National Certificate N6: Building Construction	3	
		National Diploma (N. Dip.): Building Construction with less than 5 years' experience	5	
		National Diploma (N. Dip.): Building Construction with more than 5 years' experience	10	
		<b>TOTAL</b>	<b>10</b>	
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	<b>SITE FORMAN</b>	No formal Qualification Obtained Qualifications Not Attached	0	
		National Certificate N6: Building Construction	3	
		National Diploma (N. Dip.): Building Construction with more than 3 years' experience	5	
		<b>TOTAL</b>	<b>5</b>	
		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	<b>SAFETY OFFICER</b>	No formal Qualification Obtained Qualifications Not Attached
Relevant Qualifications with more than 3 years' experience	5			
<b>TOTAL</b>	<b>5</b>			
<b>KEY PERSONNEL TOTAL</b>				<b>25</b>

**PLANT SCHEDULE**

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

Certified Copies of Proof of Ownership  <b>NB: Proof of ownership not required for scaffolder and generator</b>	PEDESTRIAN ROLLER x 1	5	
	CRANE TRUCK x 1	5	
	TIPPER TRUCK x 1	5	
	GENERATOR x 1	5	
	<b>PLANT SCHEDULE TOTAL</b>	<b>30</b>	

**TOTAL FUNCTIONALITY POINTS SCORED**

CRITERIA	WEIGHT	SCORE
COMPANY EXPERIENCE	30	
FINANCIAL CAPACITY	15	
KEY PERSONNEL	25	
PLANT SCHEDULE	30	
<b>TOTAL POINTS FOR FUNCTIONALITY</b>	<b>100</b>	
<b>FUNCTIONALITY THRESHOLD (MINIMUM SCORE)</b>		<b>70</b>

**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**

**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
A	CERTIFICATE OF NON-COLLUSIVE TENDER
B	CERTIFICATE OF AUTHORITY FOR SIGNATORY
C	CERTIFICATE OF BIDDER'S VISIT TO THE SITE
D	JOINT VENTURE DISCLOSURE FORM
E	RECORD OF ADDENDA TO TENDER DOCUMENTS
F	PROPOSED AMENDMENTS AND QUALIFICATIONS OF TENDER DOCUMENTS
G	ALTERATIONS BY TENDERER
H	SCHEDULE OF SUBCONTRACTORS
I	SCHEDULE OF PLANT AND EQUIPMENT
J	ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL
K	SCHEDULE OF TENDERER'S EXPERIENCE
L	PROJECT PROGRAMME AND METHOD STATEMENT
M	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE
O	CONTRACTOR'S ESTABLISHMENT ON SITE
P	RATES FOR SPECIAL MATERIALS
Q	SCHEDULE OF LOCAL LABOUR CONTENT

Contractor

Witness 1

Employer

Witness 1

<b>PRICING SCHEDULE – FIRM PRICES</b> <b>(PURCHASES)</b>	<b>MBD 3-1</b>
---	----------------

**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.....
Closing Time .....	Closing Date .....

OFFER TO BE VALID FOR.....DAYS FROM 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

Witness 1

Employer

Witness 1

- 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

- 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 insurance fund contributions and skills development levies.

\*Delete if not applicable





<b>PRICING SCHEDULE – NON-FIRM PRICES</b> <b>(PURCHASES)</b>	<b>MBD 3/2</b>
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**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 of Bidder.....	Bid number.....
Closing Time .....	Closing Date .....

**OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.**

**ITEM    QUANTITY    DESCRIPTION    BID    PRICE IN RSA CURRENCY NO.**

**\*\* ( ALL APPLICABLE TAXES INCLUDED)**

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

**\*Delete if not applicable**

--	--	--	--

**MBD 3.2**

**PRICE ADJUSTMENTS**

**A NON-FIRM PRICES SUBJECT TO ESCALATION**

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa = The new escalated price to be calculated.

(1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**

D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.

R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).

R1o, R2o = Index figure at time of bidding.

VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....Index..... Dated.....Index..... Dated.....

Index..... Dated.....Index..... Dated.....Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	P PERCENTAGE OF BID PRICE

**MBD 3.2**

**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**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means -

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:  
Name of person / director / trustee / shareholder/ member: .....  
Name of state institution at which you or the person connected to the bidder is employed : .....  
Position occupied in the state institution: .....

Any other particulars:  
.....  
.....  
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:  
.....  
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:  
.....  
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.  
.....  
.....  
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between **YES/NO**



**4 DECLARATION**

I, THE UNDERSIGNED (NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF  
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION  
PROVE TO BE FALSE.

.....  
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:

	POINTS
PRICE	
SPECIFIC GOALS	
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

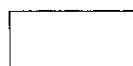
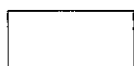
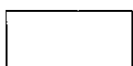
A maximum of 80 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmin = Price of lowest acceptable tender

### 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:

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

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 –

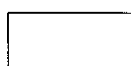
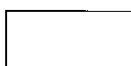
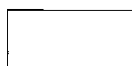
- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such 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. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - 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) General Conditions of Contract; and
  - (iii) Other (specify)
  
3. 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 goods and/or works 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.
  
4. 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 fulfillment of this contract.
  
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2.	.....
DATE:	.....



**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as.....accept your bid under reference number .....dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
  
2. An official order indicating delivery instructions is forthcoming.
  
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery 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. I confirm that I am duly authorized to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE.....



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;
    - 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.
- 12. I confirm that I am duly authorised to sign this contract

-----  
Company Name

-----  
Full Name

-----  
Capacity

-----  
Signature

-----  
Date

**WITNESS 1**

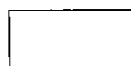
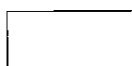
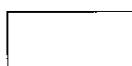
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Signature

-----  
Date

**WITNESS 2**

-----  
Signature

-----  
Date



**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

4. I ..... in my capacity as..... accept your bid under reference number ..... dated ..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).
5. An official order indicating service delivery instructions is forthcoming.
6. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL INCLUSIVE)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL CONTENT

**CERTIFICATION**

-----  
Company Name

-----  
Full Name

-----  
Capacity

-----  
Signature

-----  
Date

-----  
Signed At

**WITNESS 1**

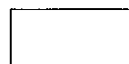
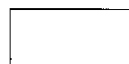
-----  
Signature

-----  
Date

**WITNESS 2**

-----  
Signature

-----  
Date



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

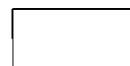
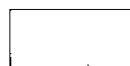
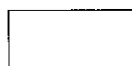
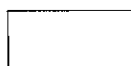
**MBD 8**

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).

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

Question	Yes	No
<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
<p>If so, furnish particulars:</p>		
<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
<p>If so, furnish particulars:</p>		
<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
<p>If so, furnish particulars:</p>		
Question	Yes	No
<p>Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
<p>If so, furnish particulars:</p>		
<p>Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
<p>If so, furnish particulars:</p>		



**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

-----  
Position

-----  
Name of Bidder



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

**MBD 9**

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

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:

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

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

**CERTIFICATION OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

-----  
(Bid Number and Description)

in response to the invitation for the bid made by:

-----  
(Name of Municipality / Municipal Entity)

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

-----  
(Name of Bidder)

--	--	--	--

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 consortium<sup>3</sup> will not be construed as collusive bidding.

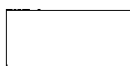
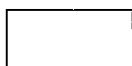
In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- 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.

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



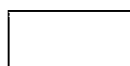
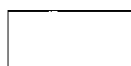
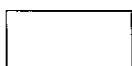
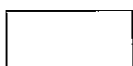
I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of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

-----  
Signature

-----  
Date

-----  
Position

-----  
Name of Bidder



**1. 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

-----  
Date

*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.

**CERTIFICATION**

-----  
Company Name

-----  
Full Name

-----  
Capacity

-----  
Signature

-----  
Date

**CERTIFICATE OF AUTHORITY FOR SIGNATORY**

**B**

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 NUMBER:**

By resolution of the board of directors passed at a meeting held on \_\_\_\_\_ (Date)  
the \_\_\_\_\_

at \_\_\_\_\_ (Place)

Mr/Mrs \_\_\_\_\_

, whose signature appears below, has been duly authorised to sign all documents in connection with the above-mentioned

Tender and any Contract that may arise there from on behalf of (name of Tenderer in block capitals)

**SIGNED ON BEHALF OF THE COMPANY:**

**IN HIS/HER CAPACITY AS:**

**DATE:**

**SIGNATURE OF SIGNATORY:**

**WITNESSES: 1.**

**WITNESSES: 2.**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

**CERTIFICATE OF BIDDER'S VISIT TO THE SITE**

**C**

This is to Certify that, I

Name of Firm

Postal address

Physical address

Telephone

Fax

Engineer's Representative

Date of Site Visit

I further certify that I have made myself familiar with all local conditions likely to influence the work & the cost thereof, that I am satisfied with the description of the work and the explanations given by the said Engineer's Representative and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

**TENDERER'S REPRESENTATIVE:**

(Signature)

(Name)

**EMPLOYER'S REPRESENTATIVE:**

(Signature)

(Name)

Contractor

Witness 1

Employer

Witness 1

**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.

**JOINT VENTURE PARTICULARS**

1.

a) Joint Venture Name

b) Postal address

c) Physical address

d) Telephone

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

Physical address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

2.2 b) Name of Firm

Postal address

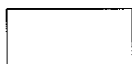
Physical address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

*(Continue as required for further non-Affirmable Joint Venture Partners)*



3.

**IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER**

3.1 a) Name of Firm

Postal address

Physical address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

3.2 b) Name of Firm

Postal address

Physical address

Telephone

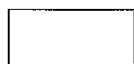
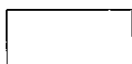
Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

*(Continue as required for further Affirmable Joint Venture Partners)*

4.

**DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**



**5. OWNERSHIP OF THE JOINT VENTURE**

- a) Affirmable Joint Venture Partner ownership percentage(s) \_\_\_\_\_ %
- b) Non-Affirmable Joint Venture Partner ownership percentage(s) \_\_\_\_\_ %
- c) 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 provided to clarify percentages).

- (iii) Anticipated on-going Capital Contributions in Rands \_\_\_\_\_
- (iv) contributions of equipment - specify types, quality, and quantities of equipment) to be provided by each partner \_\_\_\_\_

**6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES**

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PROJECT NAME
a)		
b)		
c)		
d)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PROJECT NAME
a)		
b)		
c)		
d)		

**7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

(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. co-signature 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

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

**8. MANAGEMENT OF CONTRACT PERFORMANCE**

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations

.....



-----  
(b) Major purchasing

-----  
(c) Estimating

-----  
(d) Technical management  
-----

**9. MANAGEMENT AND CONTROL OF JOINT VENTURE**

(a) Identify the "managing partner", if any,  
-----  
-----

(b) 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?  
-----  
-----  
-----

(c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT FUNCTION// DESIGNATION	NAME	PARTNER:

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

**10. PERSONNEL**

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.  
-----

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON-AFFIRMABLE 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. CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the manner in which the Joint Venture is structured and controlled.

-----

-----

-----

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations 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 .....

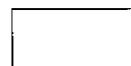
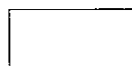
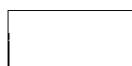
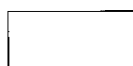
Name .....

Address .....

Telephone .....

Date .....

---





<b>PROPOSED AMENDMENTS AND QUALIFICATIONS OF TENDER DOCUMENTS</b>	<b>F</b>
---	----------

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 Name

-----  
Capacity

-----  
Signature

-----  
Date

[ ]  
Contractor

[ ]  
Witness 1

[ ]  
Employer

[ ]  
Witness 1

**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

Capacity

-----

Signature

Date

Contractor
  Witness 1
  Employer
  Witness 2

**SCHEDULE OF SUBCONTRACTORS**

H

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

Contractor

Witness 1

Employer

Witness 2

<b>SCHEDULE OF PLANT AND EQUIPMENT</b>
--

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 owned by the Bidder must be qualified as hire, on loan, etc.

**CERTIFICATION**

-----  
Company Name

-----  
Full Name
Capacity

-----  
Signature
Date

Contractor	Witness 1	Employer	Witness 2



**ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL**

J

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

**SCHEDULE OF TENDERER'S EXPERIENCE**

**K**

Bidders must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past 05 years

COMPLETION DATE												
VALUE OF WORK												
NATURE OF WORK												
EMPLOYER												

Capacity

Date

Full Name

Signature

Contractor

Witness 1

Employer

Witness 1

TENDERER MUST 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

CERTIFICATION

-----  
Company 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.	MONTH	VALUE (ALL INCLUSIVE)
1		R
2		R
3		R
4		R
<b>TOTAL: R.....</b>		(EXCLUDING CONTINGENCIES AND CONTRACT PRICE ADJUSTMENT)

**CERTIFICATION**

-----  
Company Name

-----  
Full Name

-----  
Capacity

-----  
Signature

-----  
Date

*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.

- (a) Fixed obligations
- (b) Value-related obligations
- (c) Time-related obligations

shall not exceed a maximum of 15 % of the tender sum (excluding VAT).

Total 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

<b>RATES FOR SPECIAL MATERIALS</b>	<b>P</b>
------------------------------------	----------

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.

The base month is September (the month prior to the month in which the closing date of the tender falls)

SPECIAL MATERIAL	UNIT	RATE (AT BASE MONTH)

When called upon to do so, the contractor shall substantiate the above rates or prices with acceptable documentary evidence from the applicable suppliers.

**CERTIFICATION**

-----  
Company Name

-----  
Full Name

-----  
Capacity

-----  
Signature

-----  
Date

Contractor

Witness 1

Employer

Witness 1

**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 (VAT EXCLUSIVE)
Permanent Labour			
Temporary Labour			
SM ME/HDI's Labour			
<b>TOTAL</b>			
<b>PERCENTAGE</b>			

Notes to Tenderer:

- (1) Labour is defined as hourly paid personnel including the CLO.

**CERTIFICATION**

-----  
Company Name

-----  
Full Name

-----  
Capacity

-----  
Signature

-----  
Date

[ ]  
Contractor

[ ]  
Witness 1

[ ]  
Employer

[ ]  
Witness 2

<b>ATTACHED ANNEXURES</b>	
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

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**

*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 (03) YEARS**

**PROJECT NO: GLM023/2023**

**PART C1: AGREEMENT AND CONTRACT DATA**

c1.1 FORM OF OFFER AND ACCEPTANCE .....5  
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 (03) 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)

**The Contract Amount (Contract Value) of the project shall be the amount as written on the Form of Offer (as above), This Amount shall overwrite any other amount or clause on the Pricing Schedule, Pricing Instructions or any other instruction pertained in the Bid Document. Should the Rates on the Pricing Schedule not equate to the value on the Form of Offer, the Rates should be amended so that they equate to the value on the Form of Offer.**

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

**FOR THE TENDERER:**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Full Names \_\_\_\_\_  
Capacity \_\_\_\_\_  
Name of Organization \_\_\_\_\_  
Address of Organization \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Signature of Witness \_\_\_\_\_ Date \_\_\_\_\_  
Name of Witness \_\_\_\_\_



**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 \_\_\_\_\_

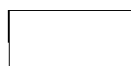
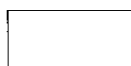
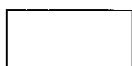
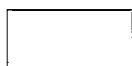
Municipality Address 44 Botha Street \_\_\_\_\_

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.

**FOR THE TENDERER**

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)

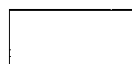
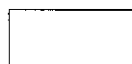
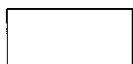
Address of Organization 44 Botha Street

Modjadjiskloof

0835

Signature of Witness \_\_\_\_\_ Date \_\_\_\_\_

Name of Witness \_\_\_\_\_



**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) \_\_\_\_\_

**FOR THE TENDERER**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Full Names \_\_\_\_\_

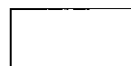
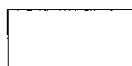
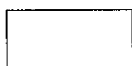
Capacity \_\_\_\_\_

Name of Organization \_\_\_\_\_

Address of Organization \_\_\_\_\_

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](http://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**

Clause	Data
1.1.1.5	Clause 1.1.1.5 is replaced by the following: "Commencement date" means the date the Site is Handed Over to the Contractor
1.1.1.13	The defects liability period shall be <b>6 months</b> applicable commencing on the day the Completion Certificate is issued.
1.1.1.14	The time for achieving Practical Completion <b>will be issued together with the order by the Municipality</b>
1.1.1.15	The Employer is the <b>GREATER LETABA MUNICIPALITY</b> .
1.1.1.26	The Pricing Strategy is Re-measurable Contract.
1.2.1	The Employer's ( <b>GREATER LETABA MUNICIPALITY</b> ) address for receipt of communications is: <b>44 Botha Street</b> <b>Modjadjiskloof</b> <b>0835</b>  <b>Tel:015 309 9246</b> <b>Fax:015 309 9419</b>
3.2.3	The Municipality will issue approvals for the following: <ul style="list-style-type: none"> <li>• Approval of Extension of Time;</li> <li>• Approval of Additional Costs;</li> <li>• Approval of Variation Orders;</li> <li>• Approval of Penalties;</li> <li>• Approval for the utilization of Contingencies.</li> </ul>
4.11.1	Curriculum Vitae's of the following Competent Employees must be approved by the Employer: <ul style="list-style-type: none"> <li>• Contracts Manager (refer to Clause 4.12.2)</li> <li>• Site Agent</li> <li>• Safety Officer</li> </ul>
5.3.1.	The Works are to be commenced within fourteen (14) Date of the Site Hand-Over Meeting (Commencement Date).
5.3.1.	The documentation required before commencement with Works are: <ul style="list-style-type: none"> <li>• Acceptance of order</li> <li>• Curriculum Vitae of Contractor 's Key Personnel for the Employer's Agent's approval</li> <li>• Initial Programme of Works with associated Cash Flow &amp; Labour Schedule</li> </ul>

[ ]  
Contractor

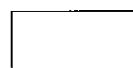
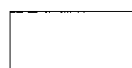
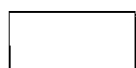
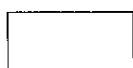
[ ]  
Witness 1

[ ]  
Employer

[ ]  
Witness 1



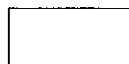
5.3.2.	The said Documents must be submitted and approved within 14 Days after the Commencement Date																				
5.8.1	Contractual Non-Working Times for the Project include the Following <ul style="list-style-type: none"> <li>• Sundays</li> <li>• South African Gazetted Public Holidays</li> <li>• Construction Break (Year-End Break) as determined by South African Forum of Building Construction Contractors (SAFCEC)</li> <li>• Including all foreseeable statutory declared election days</li> </ul>																				
5.13.1	The penalty for delay is <b>R 1 000.00</b> 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	<p>The value of payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule, where</p> $(1-x) \left[ \frac{aL_t}{L_o} + \frac{bP_t}{P_o} + \frac{cM_t}{M_o} + \frac{dF_t}{F_o} - 1 \right]$ <p>The value of "x" is 0,150 The values of the co-efficient are:</p> <table border="1"> <thead> <tr> <th></th> <th>New Road Construction</th> <th>Rehabilitation</th> <th>Concrete Work (major structures only)</th> </tr> </thead> <tbody> <tr> <td>a =</td> <td>0,20</td> <td>0,20</td> <td>0,15</td> </tr> <tr> <td>b =</td> <td>0,40</td> <td>0,35</td> <td>0,20</td> </tr> <tr> <td>c =</td> <td>0,25</td> <td>0,35</td> <td>0,55</td> </tr> <tr> <td>d =</td> <td>0,15</td> <td>0,10</td> <td>0,10</td> </tr> </tbody> </table> <p>"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 <b>Modjadjiskloof</b>  The base month is <b>February</b>. (or the month prior to the month in which the closing date of the tender falls)</p>		New Road Construction	Rehabilitation	Concrete Work (major structures only)	a =	0,20	0,20	0,15	b =	0,40	0,35	0,20	c =	0,25	0,35	0,55	d =	0,15	0,10	0,10
	New Road Construction	Rehabilitation	Concrete Work (major structures only)																		
a =	0,20	0,20	0,15																		
b =	0,40	0,35	0,20																		
c =	0,25	0,35	0,55																		
d =	0,15	0,10	0,10																		
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 <b>arbitration</b> .																				
	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 <a href="http://www.epwp.gov.za">www.epwp.gov.za</a> ), 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:**

On The \_\_\_\_\_ (Day) of \_\_\_\_\_ (Month) \_\_\_\_\_ (Place)  
\_\_\_\_\_ (Year)

**BETWEEN**

**THE CONTRACTOR (THE MANDATARY)**

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Represented By: \_\_\_\_\_  
Capacity \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Witness \_\_\_\_\_ Date \_\_\_\_\_  
Name of Witness \_\_\_\_\_

**AND**

**GREATER LETABA MUNICIPALITY (THE EMPLOYER)**

Address 44 Botha Street  
Modjadjiskloof  
0835  
\_\_\_\_\_  
Represented By: \_\_\_\_\_  
Capacity \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Witness \_\_\_\_\_ Date \_\_\_\_\_  
Name of Witness \_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

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) the date of the final certificate issued in terms of clause 52(1) of the General Conditions of Contract 2015 (hereinafter referred 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:

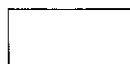
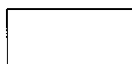
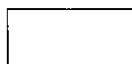
(a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:

- (i) Section 8: General duties of employers to their employees;
- (ii) Section 9: General duties of employers and self-employed persons to persons other than employees;
- (iii) Section 37: Acts or omissions by employees or mandataries; and
- (iv) 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**

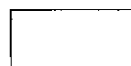
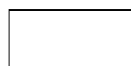
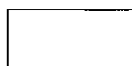


**PROJECT NO: GLM023/2023**

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

**PRICING DATA**

- C2.1 : PRICING INSTRUCTIONS**
- C2.2 : BILL OF QUANTITIES**



## PRICING INSTRUCTIONS

### 1. 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.

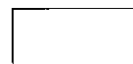
### 2. DOCUMENTS MUTUALLY EXPLANATORY

The documents forming the Contract are to be taken as mutually explanatory of one another. The Bill of 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

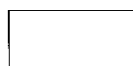
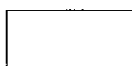
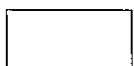
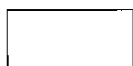
The General Conditions of Contract, the Special Conditions of Contract (if any) the specifications (including the project specification) and the Drawings are to be read in conjunction with the schedule of quantities. Descriptions in the schedule of quantities are abbreviated and the schedule has been 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
M <sup>2</sup>	=	square metre
M <sup>3</sup>	=	cubic metre
m <sup>3</sup> .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)

**9. 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**

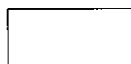
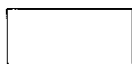
Excepting where Sum Amounts are required or where Provisional Sum have been indicated, the Contractor shall enter an applicable rate in the Rate column on the Bill of Quantities for each scheduled item. He shall also enter an appropriate sum in the Amount column for each scheduled item, by determining 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.

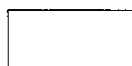
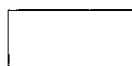
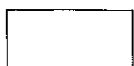
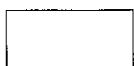
**12. VARIATION IN TEXT**

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**



**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 (03) YEARS**

**SCOPE OF WORK**

*Contractor*

*Witness 1*

*Employer*

*Witness 1*

## SCOPE OF WORK

### C3.1 DESCRIPTION OF WORKS

#### SECTION C3.1.1 EMPLOYER'S OBJECTIVES

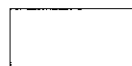
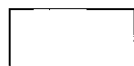
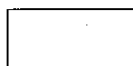
Greater Letaba Local Municipality is a Water Services Provider gearing up for the Water Services Authority Status

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 C3.1.2 .....OVERVIEW 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 C3.1.3 .....LOCATION 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](http://www.glm.gov.za) under the tab "Geographic Info".

**C3.2 - MAINTENANCE WORK**

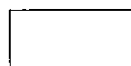
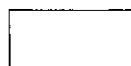
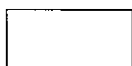
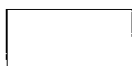
**SECTION C3.2.1 TRANSITION PROCESS**

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 C3.2.3.1 .....Management 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 C3.2.3.3 .....Support 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 C3.2.3.3 .....Tender Pricing**

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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 C3.2.4.1 .....Statutory 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

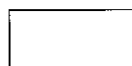
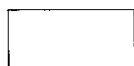
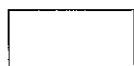
**Section C3.2.4.3 .....Operation and Maintenance Manuals**

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 C3.2.5 .....PROCUREMENT 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.

**SECTION C3.2.6 .....REPLACEMENT PARTS AND MATERIAL**

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 C3.2.7 .....ENERGY**

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.

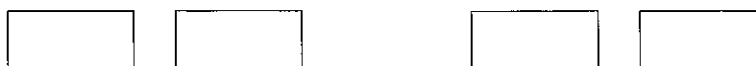
**SECTION C3.2 .....8 CONSUMABLES**

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

**SECTION C3.2.9 .....MAINTENANCE 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.

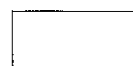
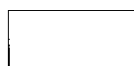
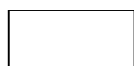
**Section C3.2.9.9 Response Times applies**, failing which The Employer may issue notice of intention to terminate contract should the Tenderer fail to response to site before **48 hours** or fail to furnish written quotation to the Employer within **72 hours** upon notification by the Employer.

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**

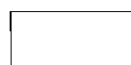
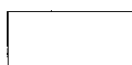
The Tenderer shall carry out all breakdown maintenance, being repairs and/or replacement of defective plant and equipment inoperable or unsafe, including all subsequent actions to restore the unit of plant or equipment to its normal functional condition, within the specified maximum down-time allowed.

#### **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**

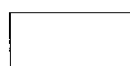
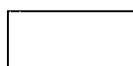
The Tenderer shall maintain accurate records and reports on all maintenance work carried out, and shall report monthly thereon to the Employer.

### **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 C3.2.10 .....SAFETY 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 C3.2.11 .....RISK MANAGEMENT**

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 C3.2.12.1 .....Maintenance**

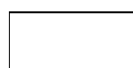
The Tenderer shall put into place control systems that ensure proper recordkeeping and activity based costing of the maintenance of all assets included in the Works. The system shall have the ability to record all maintenance activities, dates, resources employed and associated costs.

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 C3.2.12.2 .....Reporting**

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:

- i) 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 C3.3.1 .....Score-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 C3.3.3 .....Satisfactory 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

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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 C3.3.4 .....Guideline 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**

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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 25<sup>th</sup> 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 (03) YEARS**

**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 km<sup>2</sup> 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.



## **TERMS AND CONDITIONS**

### **CONDITIONS AND UNDERTAKINGS BY BIDDERS IN RESPECT OF THE GREATER LETABA MUNICIPALITY**

**1. Propriety Information:**

*Greater Letaba Municipality considers this Tender and all related information, either written or verbal, which is provided to the respondent, to be propriety to GREATER LETABA MUNICIPALITY. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this specification or related information in part or as a whole to any third party without the prior written consent of GREATER LETABA MUNICIPALITY.*

**2. Enquiries**

*All communications and attempts to solicit information of any kind relative to this Notice should be channeled to names provided below:*

**Contact person: (all questions should be directed to the person mentioned).**

**Telephone Number: 066 156 3205**

**Fax number: 015 309 9419**

**Contact Person: Mr Mahlobogane MT**

**3. Medium of Communication**

*All the documentation submitted in response to this bid must be in English.*

**4. Verification of Documents**

*Bidders should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by the Greater Letaba Municipality in regard to anything arising from the fact that pages are missing or duplicated.*

**5. Validity period**

*Responses to this bid received from Bidders will be valid for a period of 90 days counted from the closing date of the bid.*

**6. Submission of Bids**

*6.1 Bids should be submitted in a sealed envelope endorsed, "Project Name" and the number of bid bidding on. The sealed envelope must be placed in the bid box*

*at the Main Reception area of the Greater Letaba Municipality by no later than 12H00 on the Closing date.*

*6.2 The closing date, company name and the return address must be endorsed on the envelope.*

*6.3 If a courier service company is being used for delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the bid box.*

*6.4 No bid received by telegram, telex, email, facsimile or similar medium will be considered.*

*6.5 Where a bid document is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. Late bids will not be considered.*

*6.6 Amended bids may be sent in an envelope marked "amendment to bid" and should be placed in the bid box before the closing time.*

*6.7 The bidder is responsible for all the cost that they shall incur related to the preparation and submission of the bid document.*

*6.8 A list of all references (minimum of 3) with contact details must be included in the bid document.*

*6.9 A valid tax clearance certificate, Company Profile (experience) and Company Registration Certificate must be included in the bid document.*

*6.10 Kindly note that the Greater Letaba Municipality is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bids before the closing date. All bidders, to whom the bid documents have been issued, will be advised in writing of such amendments in good time.*

*6.11 The Greater Letaba Municipality reserves the right not to accept the lowest bid or any bid in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is technically acceptable and/or financially advantageous to the Greater Letaba Municipality.*

*6.12 The Greater Letaba Municipality also reserves the right to award this bid to a purely empowerment company or may award this bid on condition that a joint venture with an empowerment company is formed. This will be added to the criteria when evaluating.*

*6.13 The Greater Letaba Municipality also reserves the right to award this bid as a whole or in part without furnishing reasons.*

*6.14 The bidder hereby offers to render all or any of the services described in the attached documents to the Greater Letaba Municipality on the terms and conditions and in accordance with the specifications stipulated in this bid documents (and which shall be taken as part of, and incorporated into, this Proposal at the prices inserted therein).*

*6.15 Bids submitted by companies must be signed by a person or persons duly authorized thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the bid.*

*6.16 The bidder hereby agree that the offer herein shall remain binding upon him/her and receptive for acceptance by the Greater Letaba Municipality during the validity period indicated and calculated from the closing hour and date of the bid; this Proposal and its acceptance shall be subject to the terms and conditions contained in this bid document.*

*6.17 The bidder furthermore confirm that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.*

*6.18 The bidder hereby accepts full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on hi/her under this agreement as the principal(s) liable for the fulfillment of this contract.*

*6.19 All companies that have registered for VAT should indicate in the bid document as to whether the price is inclusive or exclusive of VAT.*

**THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.



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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

**7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

**9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

**11. Insurance**

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

**12. Transportation**

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

**13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

**14. Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the



supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

**24. Anti-dumping and countervailing duties and rights**

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

**25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)