

GERT SIBANDE DISTRICT MUNICIPALITY



BID SPECIFICATION DOCUMENT

**APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF VIP
TOILETS WITHIN GERT SIBANDE DISTRICT MUNICIPALITY**

CONTRACT NUMBER: GSDM 39/2021

CLOSING DATE: 15 OCTOBER 2021

Issued by:
Gert Sibande District Municipality
PO Box 1748
ERMELO
2350

NAME OF TENDERER:

TOTAL BID PRICE (EXCL. VAT):

TOTAL BID PRICE (INCL. VAT):

PREFERENCE / BBBEE GRADING:

CENTRAL SUPPLIER DATABASE
(MAAA) NO:

TAX COMPLIANT STATUS PIN

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TENDER

This part of the Bid Specification Document consists of the following two sections:

- **Part T1: Tendering Procedures**

This section details the:

- tender notice and invitation to tender (white pages); and
- tender data pertaining to the rules of the tender and the evaluation method (pink pages).

- **Part T2: Returnable Documents**

This section details the:

- list of returnable documents for evaluation and contract purposes (yellow pages); and
- returnable document requirements listed in Forms A to S (yellow pages).

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation to Tender



GERT SIBANDE DISTRICT MUNICIPALITY
INVITATION TO TENDER AND TENDER NOTICE

Tenders are hereby invited from experienced contractors for the maintenance of VIP toilets within the Gert Sibande District Municipality. **Tenderers should have a minimum CIDB contractor grading of 2CEPE/2GBPE/3CE/3GB.**

Tender documents will be obtainable from GSDM Website, CIDB Website and <http://www.etenders.gov.za/content/advertised-tenders> starting on **30 September 2021**.

Duly completed tenders enclosed in a sealed envelope marked **“TENDER NO. GSDM 39/2021: APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF VIP TOILETS WITHIN GERT SIBANDE DISTRICT MUNICIPALITY; CLOSING DATE: 15 October 2021 at 12h00”** with the name of the Tenderer, shall be deposited in the tender box provided at the Gert Sibande District Municipality in Ermelo before **12h00** on the closing date. The tenders will be opened in public.

There will be **no compulsory briefing session** all tenderers are advised to read and understand the tender conditions.

Technical queries may be directed to **Mr Comfort Ndhlovu** on (tel.) **017 801 7051** or email records@gsibande.gov.za and Procurement enquiries may be directed to **Mr Lucky Mbuyane** on (tel.) **017 801 7155** or email records@gsibande.gov.za

All tenders will be subjected to functionality evaluation and only the tenders meeting the minimum requirements in terms of functionality will be considered for the 80/20-point system. The 80/20-point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Policy Framework Act, Act No 5 of 2000 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Preferential Procurement Policy of Gert Sibande District Municipality where 80 points will be allocated in respect of price and 20 points in respect of BBEE. Tenderers must have the necessary skills, experience, and capacity to perform the required work.

The closing date and time for the tender is **15 October 2021**.

Mr CA HABILE
MUNICIPAL MANAGER

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
**APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF VIP TOILETS WITHIN GERT
 SIBANDE DISTRICT MUNICIPALITY**
 Contract Number **GSDM 39/2021**

1. SCHEDULE A: INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (GERT SIBANDE DISTRICT MUNICIPALITY)					
BID NUMBER:	BID SPECIFICATION DOCUMENT	CLOSING DATE:	15 October 2021	CLOSING TIME:	12H00
DESCRIPTION	GSDM 39/2021: APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF VIP TOILETS WITHIN GERT SIBANDE DISTRICT MUNICIPALITY				
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 (STREET ADDRESS)					
Corner of Joubert and Oosthuise Street					
Ermelo, 2350					
Tender Box Situated at Main Entrance- Reception of Gert Sibande District Municipality					
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]					

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Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
**APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF VIP TOILETS WITHIN GERT
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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]	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]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED: 			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Finance- SCM Unit	CONTACT PERSON	Ms Comfort Ndhlovu
CONTACT PERSON	Mr. L Mbuyane	TELEPHONE NUMBER	017 801 7051
TELEPHONE NUMBER	017 801 7155	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	records@gsibande.gov.za
E-MAIL ADDRESS	reords@gsibande.gov.za		

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Witness 2

Employer

Witness 1

Witness 2

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:										
<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. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE</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>										
2. TAX COMPLIANCE REQUIREMENTS										
<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 WWW.SARS.GOV.ZA.</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>										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"><tr><td style="width: 80%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td><td style="width: 20%; text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td></tr><tr><td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td><td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td></tr><tr><td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td><td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td></tr><tr><td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td><td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td></tr><tr><td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td><td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td></tr></table> <p>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.</p>	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
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									

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:

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity for Construction Procurement (July 2015) as published in Board Notice 136 Government Gazette No 38960 of 10 July 2015.

The Standard Conditions of Tender makes several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data below is cross-referenced to the clause in the Standard Conditions of Tender to which it applies, and which is annexed to this document as Annexure A.

Clause	Description
F.1.1	The Employer is the Gert Sibande District Municipality
F.1.2	The tender document consists of one volume as follows:
	TENDER
Part T1	Tendering procedure
T1.1	Tender Notice and Invitation to Tender (White)
T1.2	Tender Data (Pink)
Part T2	Returnable Documents
T2.1	List of Returnable Documents (Yellow)
T2.2	Returnable Schedules (Yellow)
	CONTRACT
Part C1	Agreement and Contract Data
C1.1	Form of Offer and Acceptance (Yellow)
C1.2	Contract Data (Yellow)
C1.3	Performance Guarantee (White)
Part C2	Pricing Data
C2.1	Pricing Instructions (Yellow)
C2.2	Bill of Quantities (Yellow)
Part C3	Scope of Work
C3.1	Scope of Work (Blue)
Part C4	Site Information
C4.2	Tender Drawings / Information
	ANNEXURES

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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
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F.1.4	Communications and Employer The Employer is Gert Sibande District Municipality. The Employer's address for receipt of communications and notices is:															
	<table><tr><td>Tel:</td><td>017 801 7000</td><td>Fax: 017 811 1207</td></tr><tr><td>E-mail:</td><td>records@gsibande.gov.za</td><td>Address (Physical):</td></tr><tr><td>Address (Postal)</td><td>PO Box 1748</td><td>Cnr Joubert & Oosthuise Street</td></tr><tr><td></td><td>ERMELO</td><td>ERMELO</td></tr><tr><td></td><td>2350</td><td>2350</td></tr></table> <p>Only information issued formally by the employer in writing to the tenders, under the signature of the Accounting Officer or his nominee will be regarded as amending the tender documents. Tender offer communicated on paper shall be submitted as an original. Questions or queries must be submitted at least five (5) working days before the stipulated closing date and time of the tender. However, GSDM shall not be liable nor assume liability for failure to respond to any questions and or queries raised by the Bidder.</p> <p>In the event that no correspondence or communication is received from the GSDM within ninety (90) days after the stipulated closing date and time of the tender, the tender proposal will be deemed to be unsuccessful.</p>	Tel:	017 801 7000	Fax: 017 811 1207	E-mail:	records@gsibande.gov.za	Address (Physical):	Address (Postal)	PO Box 1748	Cnr Joubert & Oosthuise Street		ERMELO	ERMELO		2350	2350
Tel:	017 801 7000	Fax: 017 811 1207														
E-mail:	records@gsibande.gov.za	Address (Physical):														
Address (Postal)	PO Box 1748	Cnr Joubert & Oosthuise Street														
	ERMELO	ERMELO														
	2350	2350														
F.2.2	The Employer will not compensate the bidder for any cost incurred in attending the compulsory briefing session or making any submission with regards to the tender.															
F.2.5	The documents to be used as reference documents in terms of this project is: <ul style="list-style-type: none">• General Conditions of Contract for Construction Works, Third Edition (2015) as published by SAICE.• Gert Sibande District Municipality Supply Chain Management Policy (2016-2017)• The relevant statutes / laws pertaining to the Works i.e. OHS Act, NEMA, the Labour Law etc.															
F.2.9	The Employer will not be responsible for any insurance in terms of the contract.															
F.2.11	No alterations may be made to the tender document issued by the employer. Proposals and any other supporting documents as called for in the returnable schedules must be attached to the back of this tender document as Annexures.															
F.2.12	No alternative tender offers will be considered or accepted.															
F.2.13	Only the original tender offer shall be submitted. No copies are required. The authorized signatories and witnesses shall sign the tender offer as indicated throughout the document as well as on the cover page and the annexures. The employer will hold all authorized signatories liable on behalf of the tenderer.															

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Witness 1



Witness 2



Employer



Witness 1



Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
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	<p>Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.</p> <p>Seal the tender offer and state on the outside the following identification details</p> <p style="text-align: center;">THE MUNICIPAL MANAGER GERT SIBANDE DISTRICT MUNICIPALITY TENDER: GSDM 39/2021 APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF VIP TOILETS WITHIN GERT SIBANDE DISTRICT MUNICIPALITY</p> <p>The employer's address as listed shall be indicated for delivery, as well as the bidder's name and contact address. The tender offer shall be placed in the Tender Box located at the foyer of the Gert Sibande District Municipality.</p>
F.2.15	The closing time for submission of tender offers is 12:00 on 15 October 2021
F.2.16	The tender offer validity period is 90 days from closure.
F.3.11	<p>The tender offers will be evaluated in terms of Method 2 based on price and preference.</p> <p>Tender offers should be below R50 000 000.00 in which case the following system will apply:</p> <ul style="list-style-type: none"> • The 80/20 preference point system for services with a Rand value below R 50 million.
F.3.11.3 (Method 2)	<p>Method 2 will evaluate a tender based on functionality, price and preference.</p> <p>All tenders will initially be subject to the responsiveness criteria in terms of the requirements of the returnable document called for in this bid specification document.</p>

Tenders will be evaluated in terms of the price and preference points system prescribed in the table set out below.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
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PREFERENCE POINTS

The following preference points are applicable in terms of the preferential procurement regulations:

B-BBEE Status Level of Contributor	80/20 Preference Points System	90/10 Preference Points System
1	20	10
2	18	9
3	14	6
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0
Points for Price	80	90
Maximum number of points	100	100

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part T2: Returnable Documents

T2.1 List of Returnable Documents

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return all information requested.

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Form A: Compulsory Enterprise Questionnaire	13
Form B: Declaration of Bidder's Past Supply Chain Management Practices	16
Form C: Declaration of Interest	18
Form D: Authority of Signatory	23
FORM E: DECLARATION OF GOOD STANDING REGARDING TAX.....	26
Form F: Financial References / Tenderer's Credit Rating and Bank Details	28
Form G: Municipal Utility Account	30
Form H: Preference Schedule	32
Form I: Proposed Key Personnel	40
Form J: Schedule of Previous Experience.....	44
Form K: Schedule of Current Projects.....	45
Form L: Schedule of Infrastructure and Resources / Plant and Equipment.....	46
Form M: Schedule of Proposed Sub-Contractors	48
Form N: Record of Addenda to Tender Documents	49
Form O: Proof of Good Standing with Compensation Commissioner	50
Form P: Tenderer's Project Structure.....	51
Form Q: Certificate of Independent Bid Determination	52
Form R: Declaration of Tenderer's Litigation History	55
Form S: Audited 3-Year Financial Statements	56

DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data Part 2: Data Provided by the Contractor
- C1.3 Performance Guarantee
- C2.2 Bill of Quantities

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2 Returnable Documents

Form A: Compulsory Enterprise Questionnaire

In the case of a Joint Venture this page is to be completed and submitted in respect of each partner.

1. NAME OF ENTERPRISE AND CONTACT PERSON
2.

CONTACT NUMBER
3.

FAX NUMBER
4.

E-MAIL ADDRESS
5.

POSTAL ADDRESS

6.

PHYSICAL ADDRESS

7.

VAT REGISTRATION
8.

TAX REFERENCE NUMBER
9.

CIDB REGISTRATION NUMBER
10.

CIDB GRADING
11.

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? **YES / NO**

IF YES, WHO WAS THE CERTIFICATE ISSUED BY? (delete which not applicable)

- An accounting officer as contemplated in the close corporation act (CCA)
- A verification agency accredited by the South African national accreditation system (SANAS)
- A registered auditor
- Sworn Affidavit

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Witness 2

Employer

Witness 1

Witness 2

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

**JOINT VENTURES MUST ATTACH A CONSOLIDATED BBB-EE CER-
TIFICATE TO CLAIM PREFERENTIAL POINTS**

12. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA **YES / NO**
FOR THE GOODS / SERVICES / WORKS OFFERED?

Signature

Date

Capacity under which the Bid is signed

Name of bidder

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH THE FOLLOWING DOCUMENTS HERETO:

1. For Closed Corporations

- CK1 or CK2 as applicable (Founding Statement)

2. For Companies

- A copy of the Certificate of Incorporation
- Certified Copies of the ID's of the Directors and
- the shareholders register

3. For Joint Venture Agreements

- Copy of the Joint Venture Agreement between all the parties,
- As well as the documents in (1) or (2) of each Joint Venture member.

4. For Partnership

- Certified Copies of the ID's of the partners

5. One-person Business / Sole trader

- Certified Copy of ID

6. B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

- Original and valid B-BBEE Status Level Verification Certificates or Certified Copy thereof.

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

Form B: Declaration of Bidder's Past Supply Chain Management Practices

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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Employer

Witness 1

Witness 2

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

CERTIFICATION

I, the undersigned (name) _____

certify that the information furnished on this declaration form is true and 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

GSDM discourages fraud and corruption

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Form C: Declaration of Interest

- 1 Any legal person, including persons employed by the State¹, 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, shareholder²):
- 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 / personal numbers must be indicated in paragraph 3 below

¹ "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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
**APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF VIP TOILETS WITHIN GERT
SIBANDE DISTRICT MUNICIPALITY**
Contract Number **GSDM 39/2021**

e) *Parliament.*

² *"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 attach 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:

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
**APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF VIP TOILETS WITHIN GERT
SIBANDE DISTRICT MUNICIPALITY**
Contract Number **GSDM 39/2021**

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 any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.10.1 If so, furnish particulars:

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES / NO**

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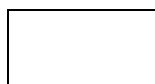
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
**APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF VIP TOILETS WITHIN GERT
SIBANDE DISTRICT MUNICIPALITY**
Contract Number **GSDM 39/2021**

2.11.1 If so, furnish particulars:

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

Full Name	Identity Number	Personal Tax Reference Num- ber	State Employee Number / Persal Number

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3. 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

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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
**APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF VIP TOILETS WITHIN GERT
SIBANDE DISTRICT MUNICIPALITY**
Contract Number **GSDM 39/2021**

Form D: Authority of Signatory

Details of person responsible for tender process:

Name :

Contact number :

Office address :

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on (date) _____

Mr _____

has been duly authorized to sign all documents in connection with the Tender for:

Contract Number GSDM 39/2021

**APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF VIP TOILETS
WITHIN GERT SIBANDE DISTRICT MUNICIPALITY**
and any Contract which may arise there from on behalf of:

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY IN HIS CAPACITY AS:

DATE: _____

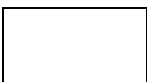
FULL NAMES OF SIGNATORY: _____

AS WITNESSES: 1. _____

2. _____

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23



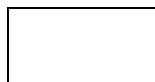
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
**APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF VIP TOILETS WITHIN GERT
SIBANDE DISTRICT MUNICIPALITY**
Contract Number **GSDM 39/2021**

PRO-FORMA FOR JOINT VENTURES:

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr/Ms _____,

authorised signatory of the company _____,
acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract
resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: _____ Name: _____ Designation: _____
		Signature: _____ Name: _____ Designation: _____
		Signature: _____ Name: _____ Designation: _____
		Signature: _____ Name: _____ Designation: _____

A Joint Venture Agreement and a (duly signed and dated original or certified copy of the letter of the authorised signatory on the Company Letterhead) or a certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT
WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM D:**

- Duly signed and dated original or certified copy of Authority of Signatory on company letter-head. (Private Companies ,Close corporations & Joint ventures)
- A **one- man business (Sole trader/owner)** shall confirm by attaching hereto a certified proof that he/she is the sole owner of the business e.g. (attaching a CK or company registration documents)

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM E: DECLARATION OF GOOD STANDING REGARDING TAX

The Tax Pin must be submitted together with the bid. Failure to submit the Tax Pin will result in the invalidation of the bid. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Pin.

MBD 2 Tax Pin Requirements

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidder is required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Pin Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Pin that will be valid for a period of 1 (one) year from the date of approval.
3. The Tax Pin must be submitted together with the bid. Failure to submit the original and valid Tax Pin will result in the invalidation of the bid. Certified copies of the Tax Pin will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Pin.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT
WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM E:**

- Proof of Registration with Central Supplier Database (CSD)
- SARS Tax PIN

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF VIP TOILETS WITHIN GERT
SIBANDE DISTRICT MUNICIPALITY
Contract Number **GSDM 39/2021**

Form F: Financial References / Tenderer's Credit Rating and Bank Details

Notes to tenderer:

1. The tenderer shall attach to this form a letter from the bank confirming the bank account and details. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:		
ACCOUNT NAME: (e.g. ABC Civil Construction cc)		
ACCOUNT TYPE: (e.g. Savings, Cheque etc.)		
ACCOUNT NO:		
ADDRESS OF BANK:		
CONTACT PERSON:		
TELEPHONE NUMBER OF BANK OR CONTACT PERSON:		
How long has this account been in existence (tick which is appropriate):	0-6 months	
	7-12 months	
	13-24 months	
	More than 24 months	

Name of Tenderer: _____

Date: _____

Signature: _____

Full name of signatory: _____

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Contractor

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Witness 1

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Witness 2

--

Employer

--

Witness 1

--

Witness 2

**ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT
WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM F:**

- Original or certified copy of a letter from tenderer's bank (not older than three months from tender closure and must have a bank stamp)

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
**APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF VIP TOILETS WITHIN GERT
SIBANDE DISTRICT MUNICIPALITY**
Contract Number **GSDM 39/2021**

Form G: Municipal Utility Account

DECLARATION BY THE TENDERER

I the undersigned _____

_____ has been duly authorized to sign all documents with the Tender for:
Contract Number GSDM 39/2021:

**APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF VIP TOILETS
WITHIN GERT SIBANDE DISTRICT MUNICIPALITY**
on behalf of

(referred to herein as "the Bidder")
hereby make a declaration as follows:

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF
THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

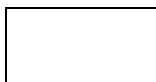
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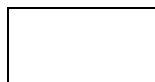
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

ATTACH THE FOLLOWING DOCUMENTS HERETO:

- Municipal utility account invoice must be in line with the address on the CSD (not older than three months / OR 30 days if it is above 10 million VAT inclusive)
- If the company is operating on leased premises, both the lease agreement and the Municipal Utility account invoice must be attached, the same address as in the lease agreement. (failure to do so will lead to disqualification)

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Form H: Preference Schedule

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
the 80/20 system for requirements with a Rand value of up to 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 The value of this bid is estimated **not to exceed R50 000 000** (all applicable taxes included) and therefore the **80/20** system shall be applicable.

- 1.3 Preference points for this bid shall be awarded for:

- Price; and
- B-BBEE Status Level of Contribution.

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

DESCRIPTION	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

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

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

2 DEFINITIONS

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
**APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF VIP TOILETS WITHIN GERT
SIBANDE DISTRICT MUNICIPALITY**
Contract Number **GSDM 39/2021**

- 2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or offers;
- 2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 “contract” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “EME” means any enterprise with an annual total revenue of R5 million or less .
- 2.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “non-firm prices” means all prices other than “firm” prices;
- 2.13 “person” includes a juristic person;
- 2.14 “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Witness 2

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Tenderers who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Tenderers other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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

6. BID DECLARATION

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

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

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

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

8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? **YES /NO**

- 8.1.1 If yes, indicate:

i) what percentage of the contract will be subcontracted?

_____ %

ii) the name of the sub-contractor?

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

iv) whether the sub-contractor is an EME?

9. DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of firm:

- 9.2 VAT registration number

- 9.3 Company registration number

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

9.4 Type of Firm (Tick Applicable Box):

<input type="checkbox"/>	Partnership/ Joint Venture/ Consortium
<input type="checkbox"/>	One Person business/ sole propriety
<input type="checkbox"/>	Close Corporation
<input type="checkbox"/>	Company
<input type="checkbox"/>	(Pty) Ltd
<input type="checkbox"/>	Other (Specify): _____

9.5 Describe Principal Business Activities _____

9.6 Company Classification (Tick Applicable Box):

<input type="checkbox"/>	Manufacturer
<input type="checkbox"/>	Supplier
<input type="checkbox"/>	Professional service provider
<input type="checkbox"/>	Other service providers, e.g. transporter, etc.

9.7 Municipal Information:

Municipality where business is situated _____

Registered Account Number

Stand Number

9.8 Total number of years the company/firm has been in business? _____

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

- i. The information furnished is true and correct;
- ii. The preference points claimed are in accordance with the General Conditions as

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Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

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

WITNESSES:

SIGNATURE(S) OF BIDDER(S)

DATE:

ADDRESS:

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT
WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM H:**

- B-BBEE Certificate or Sworn Affidavit

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Form I: Proposed Key Personnel

The Tenderer shall list below the key personnel whom he proposes to employ on the project should his Tender be accepted, to direct and for execution of the work, together with their qualifications experience, positions held and their nationalities. The qualification and experience should meet the minimum requirements as detailed in the below and in the functionality evaluation criteria.

DESIGNATION & REQUIREMENTS	NAME AND NATIONALITY OF I. NOMINEE II. ALTERNATE	SUMMARY OF QUALIFICATIONS, EXPERIENCE AND PRESENTATION OCCUPATION
Site Agent (Minimum of Matric qualification with over 3 years' experience in the construction industry related to VIP maintenance)		

Provide two paged Curriculum Vitae (CV) of each Proposed Key Personnel to be used in this project. Each CV should give at least the following:

- Position in the firm and within the organization of this assignment;
- Proof of Educational qualifications;
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest;
- Language proficiency; and
- References (company name, individual name, position held, contact details).

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH THE FOLLOWING DOCUMENTS HERETO:

- CV and attachments
- Tenderer's organogram
- **SCHEDULES A, B AND C (Details on Company, Qualifications and Programme)**

Schedule A: Details of the Construction Firm

Item	Description	An-
1	Name of Construction Firm	
2	Physical Address	
3	Postal Address	
4	Is the construction firm located within the Mpumalanga Province?	Yes/ No
5	Telephone Number	Area Code: No.
	Facsimile Number	Area Code: No.
	E-Mail Address	
6	Is the construction firm registered with CESA/SABTACO?	Yes/ No
7	If 'yes' from 6 above:	
	Registration Number	
	Date obtained	
	Copy of certificate submitted with proposal?	Yes/N
8	Size of your organization in terms of the following: Personnel employed, premises owned or rented, length of time in operation,	
9	Name of contact person and contact Cell No. for enquiries on this submitted proposal	

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Name of Tenderer: _____

Signed: _____

Date: _____

Name of Signatory (Block Letters): _____

Schedule B: Qualification and Experience

Item	Name of staff/member/partners (with an appropriate qualification and registered with ECSA) to be used for Site on this project – NOT APPLICABLE				
1	Name	Degree	Date Obtained	ECSA Reg. No.	Date Obtained
2	Name(s) of Site Agent/ Foreman to be used on this project				
	Name	Qualification Obtained		Date Obtained	
	a)				
	b)				

Experience as applicable to this project:

1 _____

Other relevant experience can be provided for as an attachment.

Name of Tenderer: _____

Signed: _____

Date: _____

Name of Signatory (Block Letters): _____

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE C: PROGRAMME

Provide a programme with all deliverable dates on a Gantt Chart – **N/A**

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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Form J: Schedule of Previous Experience

The procedure for the evaluation of responsive Bids will be on the average of the previous three projects where the firm was involved for GERT SIBANDE DISTRICT MUNICIPALITY (GSDM) projects or other clients. Reference of clients other than GSDM MUST be provided.

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

- Experience in the relevant technical field
- Experience of contracts of similar size
- At least three of the references will be contacted to obtain their input.

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. This information is material to the award of the Contract.

Description of Work / Experience	Value (R) VAT excluded	Period work executed		Reference		
		Appointment Date	Completion Date	Name	Organisation	Tel No and e-mail

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF VIP TOILETS WITHIN GERT SIBANDE DISTRICT MUNICIPALITY
Contract Number **GSDM 39/2021**

Form K: Schedule of Current Projects

Provide the following information on current projects. **This information is material to the award of the Contract.**

Description of Project	Value (R) VAT excluded	Appointment Date	Completion Date	Reference		
				Name	Organisation	Tel No and e-mail / Fax

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Form L: Schedule of Infrastructure and Resources / Plant and Equipment

The Tenderer shall state below what Construction Plant will be available for the work should he be awarded the Contract. The sizes and numbers of each equipment shall meet the minimum requirements as detailed in the functionality evaluation criteria below.

DESCRIPTION, SIZE & CAPACITY	NUMBER
<u>Empty pit latrines plant (Honey sucker)</u> (If to be subcontracted, provide information for subcontractor) Note: In case the pit is not easily accessible the service provider should provide an extension for the honey sucker pipe.	2
<u>Transportation Bakkie</u>	2

- Attach proof of ownership or letter of intent from a hiring company must be attached

Note: Attach additional pages to this page if more space is required.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Provide information on the following:

1. Infrastructure and resources available for this project:

Size of enterprise and current workload:

What was your turnover in the previous financial year?

What is the estimated turnover for your current financial year?

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
**APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF VIP TOILETS WITHIN GERT
SIBANDE DISTRICT MUNICIPALITY**
Contract Number **GSDM 39/2021**

Form N: Record of Addenda to Tender Documents

We confirm that the following communication received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer		
No.	Date	Title of Details

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Form O: Proof of Good Standing with Compensation Commissioner

ATTACH THE FOLLOWING DOCUMENTS HERETO:

- Certified copy of Letter of Good Standing with Compensation Commissioner.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Form P: Tenderer's Project Structure

Notes to tenderer:

- The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The tenderer must attach his / her own organogram to this form.
- Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the key personnel within the structure must still be shown.
- Joint Venture tenders will require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition, there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work. Joint Venture tenderers shall note that the share of work indicated will be used in the analysis of such a tenderers preference proposed on returnable form D1, and that if awarded the share of work shall become a contractual obligation between the members of the joint venture.
- State the city or town where the company's head office is located. The locality of regional or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA
- Registered contract manager, technicians or site agent means those who are involved in the built industry as well as allied fields such as environmental professionals. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.

SIGNED ON BEHALF OF THE TENDERER:

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Form Q: Certificate of Independent Bid Determination

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging)
² Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a) take all reasonable steps to prevent such abuse;
 - b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This 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.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

²Bid 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.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

Contract Number GSDM 39/2021:

**APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF VIP TOILETES
WITHIN GERT SIBANDE DISTRICT MUNICIPALITY**

(Bid Number and Description)

in response to the invitation for the bid made by:

Gert Sibande District Municipality

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

- 1 I have read and I understand the contents of this Certificate;
- 2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4 Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
- 5 For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 7 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Signature

Date

Position

Name of bidder

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
**APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF VIP TOILETS WITHIN GERT
SIBANDE DISTRICT MUNICIPALITY**
Contract Number **GSDM 39/2021**

Form R: Declaration of Tenderer's Litigation History

Note to tenderer:

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, and the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

Employer	Other Litigat- ing Party	Dispute	Award Value	Date Re- solved

Signature

Date

Position

Name of bidder

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Form S: Audited 3-Year Financial Statements

- N/A

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FUNCTIONALITY EVALUATION CRITERIA

All tenders will be subjected to a functionality evaluation prior to them being considered in terms of the 80/20 point system. Tenders need to achieve a minimum of 70% or 70 points in the functionality evaluation for them to be considered in the final round of evaluation, which is the 80/20 point system for price and BBBEE. All those tenders failing to meet the minimum threshold in terms of functionality will not be considered further in the evaluation.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Criterion	Assessment	Points Awarded	Max Score
Traceable experience	Provided 3 VIP toilets maintenance contracts with a minimum contract value of R400 000 each executed in the past 5 years (Attach Appointment letters and Completion Certificates)	40	40
	Provided 2 VIP toilets maintenance contracts with a minimum contract value of R400 000 each executed in the past 5 years (Attach Appointment letters and Completion Certificates)	20	
	Provided 1 VIP toilets maintenance contracts with a minimum contract value of R400 000 each executed in the past 5 years (Attach Appointment letter and Completion Certificate)	10	
	Failed to provide any VIP toilets construction and maintenance contracts experience	0	
Methodology and approach	Provided a detail methodology and approach highlighting (De-sludging process, Faeces management, Transportation & Safe disposal) addressing the scope of works	30	30
	Provided minimal details methodology and approach highlighting (De-sludging process) of how the works will be executed addressing the scope of works	20	
	Failed to provide methodology and approach	0	
Plant and Equipment	Provided all the required plant and equipment of sufficient quantities indicated in form L and proof of ownership or letter of intent from a hiring company must be attached.	30	30
	Provided one of each required plant and equipment of sufficient quantities indicated in form L and proof of ownership or letter of intent from a hiring company must be attached.	20	
	Failed to Provide all the plant and equipment	0	
MAXIMUM SCORE:			100
MINIMUM SCORE			70

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

NB – In order to get the 30 points under Methodology and approach, the service provider needs to explain the desludging process, disinfecting the Pit & surrounding areas, transportation of the sludge to nearby wastewater treatment works and re-instating the VIP toilet.

CONTRACT

This part of the Bid Specification Document consists of the following four sections:

- **Part C1: Agreement and Contract Data**

This section details the:

- form of offer and acceptance (yellow pages);
- contract data (yellow pages); and
- performance guarantee (white pages).

- **Part C2: Pricing Data**

This section details the:

- pricing instructions (yellow pages); and
- bill of quantities (yellow pages).

- **Part C3: Scope of Work**

This section details the:

- scope of work (Blue).

- **Part C4: Site Information**

This section details the:

- site information (Green).

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part C1: Agreement and Contract Data

C1.1 Form of Offer and Acceptance

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Contract Number GSDM 39/2021

APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF VIP TOILETES WITHIN GERT SIBANDE DISTRICT MUNICIPALITY

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable 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 this 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 PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Rand _____ (in _____ words); _____ and
R _____

_____ (in figures).

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the 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.

Signature(s)

Name(s)

Capacity

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for the tenderer

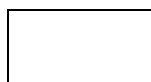
(name and address of the organization)

Witness signature

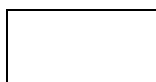
Witness name

Date

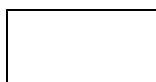
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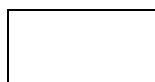
Contractor



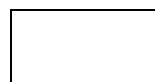
Witness 1



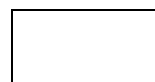
Witness 2



Employer



Witness 1



Witness 2

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 the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable 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 form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

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 securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

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GERT SIBANDE DISTRICT MUNICIPALITY

NAME(s): (BLOCK LETTERS)

CAPACITY of authorized agents:

SIGNATURE(s) of authorized agents:

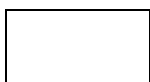
SIGNED aton this.....day of

WITNESSES: (Full name – BLOCK LETTERS – and signature)

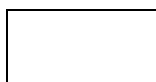
1. Name Signature

2. Name Signature

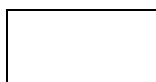
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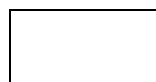
Contractor



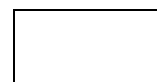
Witness 1



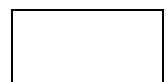
Witness 2



Employer



Witness 1



Witness 2

SCHEDULE OF DEVIATIONS

Notes:

1. *The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.*
2. *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.*
3. *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.*
4. *Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.*

Subject:

Details:

Subject:

Details:

Subject:

Details:

Subject:

Details:

Subject:

Details:

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Subject:

Details:

Subject:

Details:

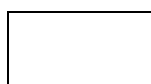
Subject:

Details:

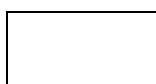
By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well 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.

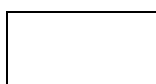
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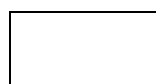
Contractor



Witness 1



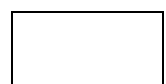
Witness 2



Employer



Witness 1



Witness 2

C1.2 Contract Data

CONDITIONS OF CONTRACT

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

PART 1: DATA PROVIDED BY THE EMPLOYER

1. GENERAL

Clause	Description
1.1.1.13	The "Defects Liability Period" is 12 months
1.1.1.14	The "Due Completion Date", or time for achieving Practical Completion is 3 months.
1.1.1.15	The "Employer" is the Gert Sibande District Municipality.
5.1.1 and 5.8.1	The special non-working days are public holidays, Saturdays, Sundays and the days on which the contractor grants the majority of his permanent work-force leave around the 15 th December and the first Monday of the subsequent year.
5.3.1	The Contractor shall submit within 14 days from the Commencement Date the following documentation for approval by the Project Manager: a) Health and Safety Plan (Refer to Clause 4.3); b) Initial programme (Refer to Clause 5.6) and estimated cash flow; c) Valid original copy of Tax Clearance Certificate; and d) Written acceptance of appointment.
5.4.1	The Site is located within rural/farm areas, is generally accessible to the public and is not exclusive to the Contractor. The Contractor shall safeguard the public as statutorily required and shall coordinate assistance from the Councillor and LM representative.
5.13.1	The penalty for failing to complete the Works is 0.08% of the contract amount per day, to a maximum of 5% of the contract amount.
5.14.1	The requirements for achieving Practical Completion are set out in the Scope of Works Part C3.1.
10.5.2	Dispute resolution shall be by ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is one or three.
10.7.1	In the event of disagreement with the Adjudication Board's decision the determination of disputes shall be by arbitration.
10.8.1	In the event of disagreement with the Arbitrator the determination of disputes shall be by court proceedings.

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6. PAYMENT AND RELATED MATTERS

6.2.1 Delivery of security

The type of security to be provided by the PSP shall be one of the following (Excl VAT & Contingencies) from the Contract Sum:

N/A

6.8.3 Variation in cost of special materials

The variation in cost of special materials is:

N/A

C1.3 Pro Forma Performance Guarantee

GUARANTOR DETAILS AND DEFINITIONS

N/A

CONTRACT DETAILS

Project Manager issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

N/A

1. VARIABLE PERFORMANCE GUARANTEE

1.1 N/A

2. FIXED PERFORMANCE GUARANTEE

2.1 N/A

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 N/A

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Contractor

Witness 1

Witness 2

Employer

Witness 1

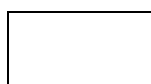
Witness 2

Part C2: Pricing Data

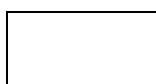
C2.1 Pricing Instructions

- C2.1.1** Measurement and payment shall be in accordance with Clause 8 of the SANS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Works, subject to the variations and amendments contained in the section "Applicable SANS 1200 standardised specifications".
- C2.1.2** Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses 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 or Scope of Work, as applicable, shall prevail.
- C2.1.3** The clauses in a specification in which further information regarding the Bill item can be obtained appear under "Reference clause" in the Bills of Quantities. The reference clauses indicated are not necessarily the only sources of information in respect of schedule items. Further information and set specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200 G.
- C2.1.4** Unless otherwise stated, items are measured nett in accordance with the drawings, and no allowance is made for waste.
- C2.1.5** The quantities set out in these Bills 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.
- C2.1.6** The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described 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 tender is based, as well as overhead charges and profit. The prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.7** It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org or www.iso.org for information on standards).
- C2.1.8** Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items

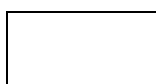
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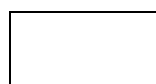
Contractor



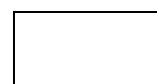
Witness 1



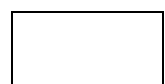
Witness 2



Employer



Witness 1



Witness 2

C2.1.9 A price or rate is to be entered against each item in the Schedule/Bills 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 Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

C2.1.10 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.

C2.1.11 The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in the Bills of Quantities are as follows :

Ha	=	hectare
h	=	hour
kℓ	=	kilolitre
kg	=	kilogram
km	=	kilometre
kW	=	kilowatt
km-pass	=	kilometre pass
MN	=	Mega Newton
kPa	=	kilopascal
MN.m	=	Mega Newton-metre
ℓ	=	litre
%	=	percentage
m	=	metre
PC Sum	=	Prime Cost Sum
mm	=	millimetre
P Sum	=	Provisional Sum
PS/m	=	Provisional Sum per month
PS/d	=	Provisional Sum per day
Sum/wd	=	Sum per working day
m ²	=	square metre
No.	=	number
m ² .pass	=	square metre-pass
R/Only	=	Rate Only
m ³	=	cubic metre
Sum	=	lump sum
m ³ .km	=	cubic metre-kilometre
t	=	ton (1 000 kg)
MPa	=	Mega Pascal
W/day	=	Work day
%	=	percentage
mth	=	month

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- C2.1.12** Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bills of Quantities with the letters LI in a separate column filled in 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 work, is a variation to the contract. The items marked with the 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.
- C2.1.13** 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.

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C2.2 Pricing Instructions / Bill of Quantities

The service provider must complete the schedule below. The Bill of Quantities below will be evaluated individually and service providers must quote per cubic meter of a VIP toilets since the budget is accumulative. The service provider will be expected/requested to maintain VIP toilets as and when required by the Client. Rates only will be used to pay for the actual work done

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Contractor

Witness 1

Witness 2

Employer

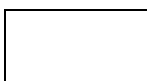
Witness 1

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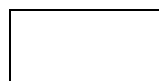
C2.2 BILL OF QUANTITIES DOCUMENT

PROJECT :						
Item	Paym.	Item Description	Unit	Quant.	Rate	Amount
No.	Re- fers					Rands/cents
	SANS	SECTION 1				
1	1200	PRELIMINARY AND GENERAL				
		Fixed charge items				
1.1		Site Establishment and mobilisation	Sum	1		
1.2		Contractual requirements	Sum	1		
1.3		Compliance with the environmental requirements	Sum	1		
		Time related items				
Item	Paym.	Item Description	Unit	Quant.	Rate	Amount
1.5						
		Supervision for the duration of the contract (EPWP)	Month	3		
2		DE-SLUDGING OF VIP TOILETS				

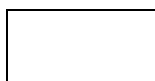
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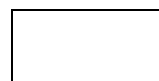
Contractor



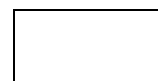
Witness 1



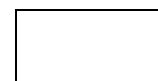
Witness 2



Employer



Witness 1



Witness 2

		Rate to include for the provision of all the tools, equipment and labour needed for the removal of the sludge, provision of PPE, reinstatement of VIP for use by owner and application of approved chemicals for odour control in the pit. Where a honey-sucker is to be used, rates should include for the provision of water to liquefy the sludge before pumping and all the ancillary work.				
2.1		De-sludge and disinfect of all the content in the pit	Per/ m³	1		
3		TRANSPORTING OF SLUDGE TO WASTE WATER TREATMENT WORKS				
		Rate to include the transporting of sludge to waste water treatment works				
3.1		Transporting of sludge to waste water treatment works of all the content in the pit	Per/ m³	1		
4		DISPOSAL OF SLUDGE AT WASTE WATER TREATMENT WORKS				
		Rate to include disposal of sludge at the waste water treatment works				
4.1		Disposal of sludge at the waste water treatment works	Per/ m³	1		

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Employer

Witness 1

Witness 2

ITEM	ITEM DESCRIPTION	Unit	Amount
1	PRELIMINARY AND GENERAL	R	
2	DE-SLUDGING OF VIP TOILETS	R	
3	TRANSPORTING OF SLUDGE TO WASTE WATER TREATMENT WORKS	R	
4	DISPOSAL OF SLUDGE AT WASTE WATER TREATMENT WORKS	R	

TOTAL CONSTRUCTION VALUE	Unit	Amount
Total construction value	R	
Add 15% Value Added Tax	R	
Total tender sum	R	

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Witness 1

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Employer

Witness 1

Witness 2

Part C3: Scope of Work

C3.1 Description of the Works

C3.1.1 EMPLOYER'S OBJECTIVES

Gert Sibande District Municipality's main objective is to de-sludge VIP toilets in its rural area that are full. The sludge extracted from these VIP toilets needs to be transported and disposed safely at the wastewater treatment works.

To ensure that the work is of a high standard and is completed in the shortest practical time whilst complying with EPWP requirements for using labour intensive construction methods to deliver public infrastructure, and complying with the Occupational Health and Safety Act's requirements for safety.

C3.1.2 OVERVIEW OF THE WORKS

The works include the emptying of VIP toilets and disinfect the pit, transporting of solid sludge to treatment works facilities, safe disposal of the sludge at waste water treatment, reinstatement of the VIP toilets and all the ancillary works related to VIP toilets maintenance in rural areas **WITHIN GERT SIBANDE DISTRICT MUNICIPALITY**.

C3.1.3 EXTENT OF THE WORKS

The Scope of Work to be carried out by the Contractor under this Contract comprises mainly the following:

- a) De-sludging of VIP toilets with mechanical methods.
- b) Disinfecting the pit and surrounding area
- c) Transporting of sludge to treatment works facilities (waste water treatment works).
- d) Re-instatement of VIP toilets structure to ensure it is ready for use.

Works will be carried out within GSDM.

Note should be taken that the work will be carried out in rural areas which are generally located far away from each other. Access to some of the VIP toilets is through dirty roads and note should be taken to ensure the construction plant size is such that they can access such places.

Physical de-sludging of the VIP toilets will be permitted as long as the employees have sufficient protective and safety clothing to reduce the risks of them contacting diseases as a result of handling faecal matter. Mechanical methods will also be permitted as long as the equipment used will be able to empty all the sludge in the VIP toilets. The solid matter of the VIP sludge contains some un-degradable material which might not be possible to be extracted with a normal honey-sucker. The contractor should make allowance for providing water at own cost in the event that he intends to liquefy the sludge so as to be able to use a honey-sucker. All the sludge removed from the VIP toilets will be treated to an acceptable effluent quality standard at the cost of the contractor, at a site or facility to treatment works belonging to the local municipalities within the Gert Sibande

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

District. This description of the works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

C3.1.4 LOCATION OF WORKS

The VIP toilets are generally located in rural and peri-urban settlement within local municipal jurisdiction of the GERT SIBANDE DISTRICT MUNICIPALITY. Access to the individual site is generally via gravel roads and it can be expected that four wheel drive vehicles would generally be required.

C3.1.5 TEMPORARY WORKS

No temporary works will be required for the execution of this contract.

C3.1.6 VARIATION ORDERS

In the event of any variation (alteration to the nature or extent of construction works, or the conditions under which they will be carried out) **ordered by the Employer** when they want to:-

- Add to or reduce the work
- Change the nature of the work, or
- Change the way the work is done.

The **Variation Order must be given in writing** since this will be additional payment for the Contractor on top of the Tender Sum.

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.3 Procurement

C3.3.1 Procurement Policy

Tenders will be evaluated in terms of the Municipalities Supply Chain Management Policy, as adopted by the Municipality. Copies of the policy are obtainable from the offices of the Municipality.

C3.3.2 Restriction of the Utilisation of Personnel in the Permanent Employment of the Contractor

The Contractor shall limit the utilisation of his permanently employed personnel to that of key personnel only on the Works, as defined below, and shall execute and complete the Works utilising a temporary workforce employed directly by the Contractor and/or by his sub-contractors, using the assistance of the labour desk that will be established for the project in consultation with the various communities that are established in proximity to the Works or which will be allocated within the development.

Without derogating from the Contractor's obligations to complete the Works within the specified time for completion in terms of clause 1.1.1.14 of GCC 2015, the numbers in each category of the Contractor's key personnel, as stated by the Contractor in Part T2 of this document, will be strictly controlled during the contract period and any increase in numbers will be subject to the prior approval of the Employer.

"Key personnel" means all contracts managers, site agents, site clerks, materials and survey technicians, quantity surveyors, trainers, supervisors, foremen, skilled plant operators, welders, shutter hands and the like, and all other personnel in the permanent employ of the Contractor or his sub-contractors who possess special skills, and/or who play key roles within the Contractor's or his subcontractor's operations.

The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, authorise in writing that the Contractor may utilise in the execution of the Works, workers not being his key personnel but who are in his permanent employ.

Without limiting the generality of application of this sub-clause, circumstances which may be considered by the Engineer to warrant authorisation of the use of the Contractor's permanent employees other than key personnel, include:

The unavailability from local sources of sufficient numbers of temporary workers and/or sub-contractors to execute the Works provided always that the Contractor has satisfied the Engineer that he has exercised his best endeavours and taken all reasonable actions to recruit sufficient temporary workers and sub-contractors from local sources as contemplated above.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- a) The unavailability within the temporary worker pool and/or from subcontractor sources available to the Contractor in terms of the Contract, of sufficient skills necessary to execute the Works or specific portions thereof, in situations where the completion period allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of suitable training as contemplated in the Contract;
- b) Any other circumstances which the Engineer may deem as constituting a warrant.

C3.3.3 Provision of Temporary Workforce for the Contract

The Contractor shall employ labour from the local community through the CLO except for approved key staff in the permanent employ of the Contractor, to the maximum extent that is compatible with the requirements of Clause 4.11 of the General Conditions of Contract 2015.

Although the Contractor shall adhere to the statutory minimum wage rates, he is however at liberty to negotiate additional incentive payments based on performance.

The Occupational Health and Safety Act must be adhered to with reference to the safety of any employee employed by the Contractor.

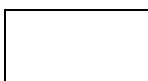
The successful tenderer shall liaise with the Ward Councillor/Ward Committee whereby the Ward Councillor shall provide to the Contractor the following if necessary:

a) A Community Liaison Officer (CLO) for liaison with the recipient community for labour recruitment

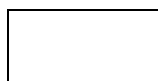
- The CLO shall attend all site and other meetings concerning the project.
- Only one CLO shall be appointed per project. If the project spans over more than one Ward, the relevant Ward Councillors shall agree on one CLO to be appointed by the Contractor. Should no agreement be found as envisaged, the relevant Project Manager together with the Engineer, will interview prospective appointees and in their discretion appoint such CLO.
- Notwithstanding the above, if the vastness of the project requires the use of more than one CLO, this will be permitted provided that the total monthly sum paid to all CLO's shall not exceed the amount allowed for in paragraph bill of quantities.
- Should the Contractor experience any difficulties with the community, these difficulties shall immediately be brought to the attention of the Municipality/Project Manager who shall arrange a meeting with the relevant Ward Councillor(s) and the CLO to resolve such difficulties.

The main Contractor shall ensure that any Sub-Contractor he may appoint shall adhere to these conditions but also subject to the provisos applicable to the duration of such sub-contract.

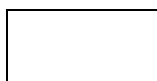
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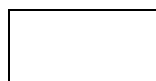
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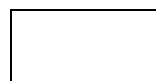
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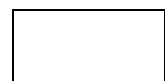
Witness 2



Employer



Witness 1



Witness 2

Should any of the above conditions be less favourable than any Bargaining Council Agreement or Act applicable to the Contractor, the more favourable condition will apply.

A contract of employment or subcontract should be signed between the Contractor and each of his employees or sub-contractors, as the case may be. Likewise contracts of employment must be entered into between each such sub-contractor, and each of the specific subcontractor's employees. Employment and subcontract agreements shall make clear reference to at least the following conditions.

- The minimum agreed wage rate per hour in respect of labourers;
- The agreed pay rate per unit of production where applicable;
- UIF and WCA payments;
- Minimum working hours per day;
- Start and end times of a daily shift;
- Lunch break times;
- Company policy regarding:
 - Rain time
 - Sickness and absenteeism
 - Disciplinary matters
 - Grievances
- Method and frequency of payment;
- Work clothes and safety equipment to be issued
- Labour Desk

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.4 Construction

C3.4.1 WORK SPECIFICATION

C3.4.1.1 Applicable SANS 1200 Standards

Applicable SANS 1200 Standardised Specifications for the purpose of this Contract the latest issues of the following Standard Specifications for Civil Engineering Construction, applicable at the date of tender advertisement, shall apply -

SANS 1200 AA : 1986 General (Small Works)
SANS 1200 C : 1980 Site Clearance (Amendment 1, 1982)
SANS 1200 D : 1988 Earthworks (Amendment 1, 1990)

The term project specifications appearing in any of the SABS 1200 standardised specifications must be replaced with the terms scope of work.

C3.4.1.2 Applicable National and International standards

The following SANS standards are referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria

SANS 41100 : 2017 Domestic Water and Sanitation
SANS 1914 : 2002 Targeted Construction Procurement
SANS 1921 : 2004 Construction and management requirements for works contracts

C3.4.1.3 Particular Specification

The following particular specifications, attached as Annexes, are applicable to this Contract:

EPWP Labour Intensive Construction

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part: C4 Site Information

C4.1 SCOPE

The project entails the de-sludging of VIP toilets, transportation of sludge and disposal of sludge in an environmental friendly manner at waste water treatment works.

C4.2 SUBSOIL INVESTIGATION

Not applicable

C4.3 REPORTS OBTAINED BY THE EMPLOYER CONCERNING THE PHYSICAL CONDITIONS WITHIN THE SITE OR ITS SURROUNDINGS

There are no reports or data available for the works.

C4.4 REFERENCE TO PUBLICLY AVAILABLE INFORMATION ABOUT THE SITE AND ITS SURROUNDINGS SUCH AS PUBLISHED PAPER-SAND INTERPRETATIONS OF THE GEOTECHNICAL INVESTIGATION

No information available

C4.5 INFORMATION ABOUT PIPES AND OTHER SERVICES BELOW THE SURFACE OF THE SITE FOR CONTRACTS INVOLVING GROUNDWORKS, AND ABOUT HOOK-UP AND BOUNDARY DETAILS FOR CONTRACTS WITH PLANT INTERFACES, IN ADDITION TO ANYTHING ABOUT THE PHYSICAL SITE WHICH IMPACTS UPON THE CONTRACT

No information about services below the surface. The contractor is advised to liaise directly with the beneficiary communities in an attempt to establish existing services.

C4.6 INFORMATION ABOUT ADJACENT BUILDINGS AND STRUCTURES, AND ABOUT EXISTING BUILDINGS AND STRUCTURES ON THE SITE (RESTRICTIONS FOR HEAVY LOADS ETC.)

There are no buildings that could sustain any damages due to the construction works as the works are located in the rural areas.

C4.7 ATMOSPHERIC AND ENVIRONMENTAL CRITERIA

The contractor should obtain environmental authorisation from the Department of Economic Development, Environment and Tourism (DEDET) prior to disposing sludge in the event that the sludge quantity qualifies this activity as a listed activity in terms of the National Environmental Management Act (NEMA).

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SERVICE LEVEL AGREEMENT BETWEEN

**GERT SIBANDE
DISTRICT MUNICIPALITY**

AND

.....

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SERVICE LEVEL AGREEMENT

Entered into between

GERT SIBANDE DISTRICT MUNICIPALITY
(Hereinafter referred to as the “DISTRICT MUNICIPALITY”)

Herein represented by
Mr CA Habile
In his capacity as the **MUNICIPAL MANAGER**

and

.....
(Hereinafter referred to as the “SERVICE PROVIDER”)

Herein represented by

.....

In his capacity as the

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PREAMBLE

Whereas:

WHEREAS, the Municipality desires to retain the services of a competent and qualified Service Provider for THE MAINTENANCE OF VIP TOILETS WITHIN GERT SIBANDE DISTRICT MUNICIPALITY; and

WHEREAS, the Municipality has solicited for the Service Provider services via an advertised tender and has received numerous responsive tenders thereto; and

WHEREAS, after review and consideration of all responsive tenders, the Municipality intends to engage the Service Provider for THE MAINTENANCE OF VIP TOILETS WITHIN GERT SIBANDE DISTRICT MUNICIPALITY; and

WHEREAS, the Service Provider remains agreeable to providing the Municipality with the services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein;

Now therefore it is agreed as follows:

PARTIES TO THE AGREEMENT

- i. The parties to this Agreement are:
 - a. The Gert Sibande District Municipality, being a Category C municipality established in terms of Section 12 of the Local Government: Municipal Structures Act 117 of 1998 as promulgated in Provincial Notice No. 299 of 2000, published in the Mpumalanga *Provincial Gazette* No. 631 dated 1 October 2000, as amended; and,
 - b. an company registered as such in terms of the South African Companies Act 71 of 2008, as amended.

INTERPRETATION AND DEFINITIONS

- i. The Parties note that the various clauses of this Agreement are inserted for reference purposes only, and shall in no way govern or affect the interpretation of this Agreement.
- ii. This Agreement shall be deemed to constitute the memorandum of agreement between the Parties, with reference to its subject matter; and shall be in addition to any prior written communications relating to such subject matter, whether expressed or implied, including any letters, memoranda or minutes.
- iii. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.

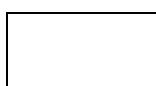
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Contractor



Witness 1



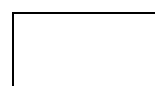
Witness 2



Employer



Witness 1



Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF VIP TOILETS WITHIN GERT SIBANDE DISTRICT MUNICIPALITY
Contract Number **GSDM 39/2021**

- iv. Words importing natural persons shall include juristic persons, and vice versa.
- v. The singular shall include the plural, and vice versa, and reference to any gender shall include the other gender.
- vi. Any reference to a statutory provision shall include a reference to that provision as modified, amended, replaced, or re-enacted from time to time.
- vii. If any provision in a definition is a substantive provision, conferring rights or imposing obligations on any Party, notwithstanding that it is only contained in the definitions clause, effect shall be given to it as if it were a substantive clause in the body of the Agreement.
- viii. The following definitions apply to this Service Level Agreement:
- a. "Agreement" means this Agreement, including all annexures, Tender Document and schedules attached hereto, entered into by the Parties in terms of Section 116 of the Local Government: Municipal Finance Management Act 56 of 2003;
- b. "Commencement date" means the date on which the Parties commence with the performance of obligations, as envisaged by this Agreement, being the date of last signature of this Agreement;
- c. "Financial Year" means the financial year of the District Municipality, being a 12 (twelve) month period commencing on the first day of July in one year and ending on the last day of June in the following year;
- d. "Parties" means the parties to this Agreement, being the District Municipality and the Service Provider;
- e. "Deliverables" means the deliverables as described in the Tender Document which the Service Provider must deliver to the District Municipality;
- f. "Termination date" means the date on which this Agreement expires, being 14 months from the date of the last signature, subject to earlier or later termination or renewal, as the case may be.

DURATION

This agreement shall commence on the date of the last signature and shall continue for a term of 3 months, unless terminated in accordance with the provisions of this agreement or otherwise in accordance with law.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SERVICES

- I. The Service Provider will provide the Municipality with MAINTENANCE OF VIP TOILETS WITHIN GERT SIBANDE DISTRICT MUNICIPALITY.
- II. The Municipality does hereby retain the Service Provider to finish, provide and perform the MAINTENANCE OF VIP TOILETS WITHIN GERT SIBANDE DISTRICT MUNICIPALITY as specified in Schedule A: Specification, Part C3: Scope of the Tender Document and made a part hereof.
- III. With effect from the date of commencement of this agreement the Municipality shall nominate one or more persons in its employ furnish the Service Provider with the name of such person, together with a telephone number of such person, so as the Service Provider can communicate with such person in the event of an emergency.

PRICE & INVOICING

- I. The Contract Price will be an amount of
- II. The Service Provide shall submit a payment certificate for the provision of services on a monthly basis.
- III. The amount charged shall be paid within 30 days from date of receipt of the invoice.
- IV. All the Service Provider's invoices for payment must reference the Agreement and must be submitted using a form approved by the Municipality.
- V. The Service Provider shall attach all appropriate cost substantiations to the invoice, and all invoices shall be payable not later than the last day of the month in which the services are rendered.
- VI. No provision has been made in the contract price for any local, regional or other taxes. Any new or increased levies, taxes or surcharges imposed upon the Service Provider will be added to the contract price with effect from the date such amounts are levied by the authorities and proof thereof handed to the Municipality.
- VII. Value Added Tax is chargeable on all services and will be charged to the Municipality at the prescribed rate and as determined from time to time by the relevant authorities.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

OBLIGATIONS OF THE DISTRICT MUNICIPALITY

The Gert Sibande District Municipality undertakes to:

- I. as soon as reasonably possible following the Service Provider's reasonable request, provide the Service Provider with such information concerning its operations and activities as may be reasonably necessary for the Service Provider to comply with its obligations under this Agreement.
- II. The District Municipality's Obligation under clause (I) shall be subject at all times to:
 - a. any District Municipality's security rules and requirements; and
 - b. the confidentiality obligations under the Agreement.
- III. provide the Service Provider and its Personnel such access to District Municipality's Sites as is reasonably necessary in its opinion to allow the Service Provider to perform its obligations under this Agreement.
- IV. Make payments to the Service Provider within 30 days of receipt of invoices.

WARRANTIES AND UNDERTAKINGS

The Service Provider warrants, represents and undertakes on an ongoing basis that:

- I. It has competent staff, systems, transport and resources to deliver the services requested;
- II. the Deliverables will be free from defect, free from any Third Party rights and interests (including liens, charges and options) and that the use or possession by District Municipality of any Deliverables will not

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF VIP TOILETS WITHIN GERT SIBANDE DISTRICT MUNICIPALITY
Contract Number **GSDM 39/2021**

subject District Municipality to any claim for infringement of any Intellectual Property Rights of any Third Party;

- III. The Deliverables conform and comply with the reasonable and accepted industry standards;
- IV. all documents, data, software or other materials relevant to the supply of the Services are kept under secure conditions with appropriate back-up arrangements in place;
- V. the Service Provider has and will continue to have all rights in and to the Supplier Tools necessary to perform the Service Provider's obligations under this Agreement;
- VI. the performance of its obligations under this Agreement and District Municipality's use of the Services, any of the Deliverables and any licences granted by the Service Provider to District Municipality will not infringe any Intellectual Property Rights of any Third Party;
- VII. Except as expressly stated in this Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

AMENDMENTS TO THE AGREEMENT

- I. This Agreement represents the sole agreement between the District Municipality and the Service Provider. No party shall be entitled to rely upon any term, condition, warranty or representation unless it is contained herein or made part of this Agreement, the Parties acknowledging that no party has made any representation not contained herein.
- II. No amendment, change, variation, addition to this Agreement or any provision thereof, and no extension of time, waiver or relaxation of any of the provisions or terms of this Agreement shall be binding unless recorded in a written document signed by the Parties. Any such extension, waiver or relaxation which is so made or given shall be construed as related strictly to the matter in respect of which it was made or given.

INTELLECTUAL PROPERTY RIGHTS

- i. All Intellectual Property Rights belonging to a Party prior to the execution of this Agreement shall remain vested in that Party.
- ii. None of the Intellectual Property Rights in the District Municipality's trademarks and brands shall be used by the Service Provider for any purpose without the District Municipality's prior written consent.
- iii. The Service Provider and its Affiliates will retain all Intellectual Property Rights in the Supplier Tools. The Service Provider hereby grants and will procure that its Affiliates grant to the District Municipality, a royalty-free, non-exclusive, non-transferable licence to use the Supplier Tools to the

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

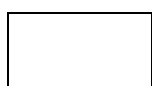
extent necessary to receive the Services during the term of this Agreement.

- v. Where there are modifications to pre-existing material which are inseparable from the pre-existing material, then the Party which owns the pre-existing material will own the modifications.
- vi. The Service Provider shall at all times whether during or after termination or expiry of this Agreement, indemnify and keep indemnified the District Municipality against all losses, claims, damages, liabilities, additional licence fees and expenses (including all reasonable legal fees) incurred by or awarded against the District Municipality or which are agreed by the District Municipality to be paid by way of settlement or compromise arising out of or in relation to any infringement or alleged infringement of any Intellectual Property Rights of any Third Party which is suffered by the District Municipality as a result of the District Municipality's receipt of the Services or its use or possession of the Supplier Tools, Deliverables, or any part thereof.

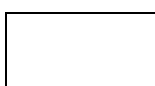
SUBCONTRACTING AND THIRD-PARTY CONTRACTS

- i. The Service Provider may, with prior written notice to the District Municipality, employ subservice Providers for the execution of any portion of its obligations under this Agreement, but such subcontracting shall not relieve the Service Provider of its obligations under this Agreement and the Service Provider shall remain liable for any acts or omissions of such subservice Providers. The Service Provider shall further ensure that all sub-Service Providers perform in terms of all applicable provisions of this Agreement.
- ii. The District Municipality shall have the right during the continued duration of this Agreement to direct the Service Provider to replace such sub-Service Provider upon 30 (thirty) days written notice if the sub-Service Provider's performance is materially deficient, or good faith doubts exist concerning the sub-Service Provider's ability to render future performance because of inter alia changes in the ownership, management, or the financial condition of the sub-Service Provider.
- iii. Each Service Provider shall, prior to its appointment as Service Provider under this Agreement, sign irrevocable, unconditional and written confidentiality and non-disclosure undertakings in favour of the District Municipality on terms and conditions acceptable to the District Municipality.
- iv. All agreements of whatever nature concluded or to be concluded between the Service Provider and a Third Party in relation to the supply of the Software shall include a provision that the Service Provider shall be entitled to freely cede, assign and delegate its rights and obligations under such agreement to the District Municipality; save that should the Service Provider be advised by a Third Party with whom it is contracting that any agreement cannot be assigned to the District Municipality,

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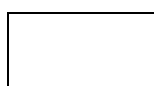
Contractor



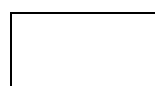
Witness 1



Witness 2



Employer



Witness 1



Witness 2

alternatively, such contract can be assigned but at a cost to the District Municipality, the Service Provider shall immediately notify the District Municipality of such fact as well as any cost implications as a result of such inability (or ability to assign, as the case may be) to assign and the Service Provider shall not enter into such agreement without the prior written consent of the District Municipality.

BREACH OF AGREEMENT

- i. In the event that either of the Parties fails to perform its duties and obligations or commits any act of insolvency, or endeavours to compromise generally with its creditors, or is placed under provisional or final liquidation, or judicial management, or its estate is voluntarily surrendered in terms of this Agreement then the other party ('the aggrieved party') may provide the party in default ('the defaulting party') with written notice, calling upon the defaulting party to remedy its default within a period of 14 (fourteen) days.
- ii. Subsequent to the provision of the aforesaid notification, the defaulting party shall take whatever steps may be necessary to comply with its duties and obligations, failing which the aggrieved party shall be entitled to cancel this Agreement by written notice to this effect upon the expiry of the 60 (sixty) day period.
- iii. Disputes must be settled by means of mutual consultation, mediation (with or without legal representation) or when unsuccessful, in a South African court of law.

VIS MAJOR

- i. No party shall be liable for any failure to fulfil its duties and obligations in terms of this Agreement where such failure is caused by any event, occurrence, circumstance or condition beyond the reasonable control of the Parties, the occurrence of which could not have been reasonably foreseen on the commencement date of this Agreement and which, despite the exercise of diligence, could not have been prevented, limited or minimised, that affects the rights and obligations of either party.
- ii. The party affected by an event, occurrence, circumstance or condition referred to in clause (i) shall promptly notify the other party in writing of the event, occurrence, circumstance or condition and the estimated extent and/or duration of such party's consequent inability to perform its duties and obligations.
- iii. If as a result of the event, occurrence, circumstance or condition referred to in clause (i), the performance of a party's duties and obligations is only partially affected, such party shall remain liable for the performance of those duties and obligations not affected by the event, occurrence, circumstance or condition.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF VIP TOILETS WITHIN GERT SIBANDE DISTRICT MUNICIPALITY
Contract Number **GSDM 39/2021**

- iv. If any event, occurrence, circumstance or condition referred to in clause (i) continues for 90 (ninety) or more consecutive days after the date of notification thereof, the affected party may cancel this Agreement with immediate effect.
- v. If any part or all the works related to the implementation of projects are destroyed or rendered inoperable due to an event, occurrence, circumstance or condition referred to in clause (i) after the commencement date, but before the registration and transfer of the property or asset(s) in the name of the Local Municipality, the District Municipality shall not be obliged to replace such property or asset(s) or any part thereof.

INDEMNIFICATION

- i. The Service Provider and the Municipality agree to indemnify, defend and hold harmless the other and the other's permitted successors and assigns from all direct losses and threatened losses arising from, in connection with or based on allegations of any of the followings:
 - a. the death or bodily injuries of any agent, employee, business invitee, business visitor or other person caused by the negligent conduct of the other;
 - b. the damage, loss, or destruction of any property caused by the negligent conduct of the other;
 - c. any claim, demand, charge, action, cause of action or other proceedings instituted against the indemnity but resulting from an act or omission of the party in its capacity as an employer of a person.

CONFIDENTIALITY

- i. Except as otherwise provided in this clause, the terms and conditions of this Agreement, all data, reports, records and other information of any kind whatsoever developed or acquired by any party in connection with this Agreement ("the confidential information") shall be treated by the parties as confidential. Such information cannot be disclosed to any third party without the prior written consent of the other party hereto.
- ii. The foregoing restrictions shall not apply to the disclosure of necessary confidential information to any affiliate of the parties, any public or private financing agency or institution and employees and advisors to the parties. Any third party that may become privy to such information shall first undertake in writing to protect the confidential nature thereof.

DOMICILIA AND NOTICES

- i. The Parties choose as their *domicilium citandi et executandi* for all purposes under this Agreement, whether in respect of notices, documents, correspondences and communications of whatsoever nature, the following addresses:

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY

Physical Address : Corner of Joubert Street & Oosthuise Street
ERMELO

Postal Address : P O Box 1748
ERMELO, 2350

Fax No. : 017 811 1207

E-mail : records@gsibande.gov.za

SERVICE PROVIDER

Physical Address :

Postal Address :

Fax No. :

- ii. Either party is entitled, from time to time and by written notice to the other party, to vary its domicile, such domicile being effective on receipt by the other party of such written notice.
- iii. Any notice given in terms of this Agreement shall be in writing and addressed to the other party's chosen domicile. A notice shall be deemed to have been duly given:
- a. at the time of delivery when delivered by hand to the other party's domicile and during the other party's normal business hours;
 - b. 7 (seven) calendar days after the date of posting when posted by pre-paid registered post from an address within the Republic of South Africa to the other party's domicile;
 - c. 3 (three) working days after the date of successful transmission when transmitted by facsimile to the other party's domicile;
 - d. 3 (three) working days after the date of successful transmission when transmitted by electronic mail to the other party's domicile.

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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

- iv. Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by either party shall be adequate written notice or communication to such party, notwithstanding that it was not sent to or delivered at a selected domicile.

ANTI-CORRUPTION

- i. Each party shall identify and take all reasonable steps to prevent either party, its employees, its sub-Service Providers, its agents or anybody under its control from:
- a. causing to be received, receiving or agreeing to receive any payment, bribe, gift, gratuity or commission as an inducement or reward for doing or forbearing to do any action not provided for in this Agreement or any contract entered into by either party in effecting the terms of this Agreement; or
 - b. showing undue favour towards any person in relation to the award of any contract.

SEVERABILITY

- i. If any term, condition, provision or performance, or any part of a term, condition, provision or performance of this Agreement is determined to be invalid, illegal, unlawful or unenforceable to any extent, that term, condition, provision or performance or the relevant part thereof shall be severed from the remaining terms, conditions, provisions and performance of this Agreement, or amended to make it valid, legal, lawful and enforceable, in such a manner as to leave the amended Agreement substantially the same in essence, and this Agreement so amended shall remain in force and effect.

GENERAL

- i. This Agreement constitutes the whole of this Agreement between the Parties hereto relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement, shall be binding on any of the Parties.
- ii. No variation, addition, deletion, or agreed cancellation will be of any force or effect unless in writing and signed by or on behalf of the Parties hereto. Failure or delay on the part of any Party hereto in exercising any right, power or privilege hereunder will constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF VIP TOILETS WITHIN GERT SIBANDE DISTRICT MUNICIPALITY
Contract Number **GSDM 39/2021**

- iii. Save as otherwise herein provided, neither this Agreement nor any part, share or interest therein nor any rights or obligations hereunder may be ceded, assigned, or otherwise transferred without the prior written consent of the other Party.
- iv. Any consent or approval required to be given by any Party in terms of this Agreement will, unless specifically otherwise stated, not be unreasonably withheld.
- v. Each Party agrees that, in its respective dealings with the other Party under or in connection with this Agreement, it shall act in good faith.
- vi. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement as at the date of signature of the Party last signing one of the counterparts. The Parties undertake to take whatever steps may be necessary to ensure that each counterpart is duly signed by each of them without delay.

APPLICABLE LAW AND JURISDICTION

- i. This Agreement will in all respects be governed by and construed under the laws of the Republic of South Africa.
- ii. The Parties hereby consent and submit to the exclusive jurisdiction of the Ermelo Magistrate Court in any dispute arising from or in connection with this Agreement. The District Municipality shall have the right in its sole discretion to take action in any competent higher court in any matter exceeding the ordinary jurisdiction of the Magistrate Court.

Thus done and signed at _____ for and on behalf of the Gert Sibande District

Municipality on this _____ day of _____ 2021.

As witnesses:

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF VIP TOILETS WITHIN GERT SIBANDE DISTRICT MUNICIPALITY
Contract Number **GSDM 39/2021**

1. _____

Mr CA Habile
In his capacity as Municipal Manager

2. _____

Thus done and signed at _____ for and on behalf of the Service Provider on
this _____ day of _____ 2021.

As witnesses:

1. _____

In his capacity as

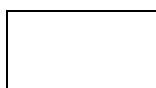
2. _____

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Contractor



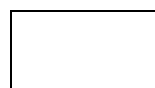
Witness 1



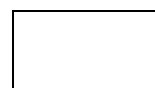
Witness 2



Employer



Witness 1



Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF VIP TOILETS WITHIN GERT SIBANDE DISTRICT MUNICIPALITY

Contract Number **GSDM 39/2021**

NOT APPLICABLE

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Local Content Declaration - Summary Schedule

(C1) **Tender No.** GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF VIP TOILETS WITHIN GERT SIBANDE DISTRICT MUNICIPALITY
Contract Number: **GSDM 39/2021**

(C2) **Tender description:** Note: VAT to be excluded from all calculations
Annex C

(C3) **Designated product(s)**

(C4) **Tender Authority:**

(C5) **Tendering Entity name:**

(C6) **Tender Exchange Rate:**

(C7) **Specified local content %**

Pula EU GBP

Calculation of local content

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of ex-empted im-ported con-tent	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary

Tender Qty	Total tender value	Total ex-empted im-ported con-tent	Total Im-ported con-tent
(C16)	(C17)	(C18)	(C19)

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF VIP TOILETS WITHIN GERT SIBANDE DISTRICT MUNICIPALITY
 Contract Number **GSDM 39/2021**

(C20) Total tender value

Signature of tenderer from Annex B

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Date: _____

Annex D

Imported Content Declaration – Supporting Schedule to Annex C

(D1)Tender No.		<div style="border: 1px solid black; padding: 5px; display: inline-block;"> Note: VAT to be excluded from all calculations </div>
(D2)Tender Description		
(D3)Designated Products		
(D4)Tender Authority		

Pula		EU		GBP	
------	--	----	--	-----	--

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
This total must correspond with Annex C - C 21									(D19) Total exempt imported value		

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF VIP TOILETS WITHIN GERT SIBANDE DISTRICT MUNICIPALITY
 Contract Number **GSDM 39/2021**

B. Imported directly by the Tenderer				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer											

C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF VIP TOILETS WITHIN GERT SIBANDE DISTRICT MUNICIPALITY
 Contract Number **GSDM 39/2021**

B. Imported directly by the Tenderer			Calculation of foreign currency payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

Summary of payments
Local value of payments
(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

Date:

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Annex E

SATS 1286.2011

Local Content Declaration - Supporting Schedule to Annex C

Note: VAT to be excluded from all calculations

Tender description:

Designated products:

Tender Authority:

Tendering Entity name:

Local Products (Goods, Services and Works)

Description of items purchased

Local suppliers

Value

(E6)

(E7)

(E8)

NOT APPLICABLE

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contract Number **GSDM 39/2021**

(E9) Total local products (Goods, Services and Works)

Manpower costs

Factory overheads

Administration overheads and mark-up

**This total must correspond with Annex
C - C24**

Date:

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11/11/2019

11/11/2019

Witness 2

NOT APPLICABLE

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2