

# GERT SIBANDE DISTRICT MUNICIPALITY



**CONTRACT: GSDM 113/2022**

**APPOINTMENT OF PANEL OF CONTRACTORS TO IMPLEMENT OPERATIONAL & MAINTENANCE PROJECTS, REFURBISHMENT PROJECTS AND IMPLEMENT CAPITAL PROJECTS ON THE MECHANICAL AND ELECTRICAL INFRASTRUCTURES WITHIN GERT SIBANDE DISTRICT MUNICIPALITY**

**CIDB GRADING: 6ME/6EP AND HIGHER**

**BID SPECIFICATION DOCUMENT**

**CLOSING DATE:**

**12 JUNE 2023**

Issued by:  
Gert Sibande District Municipality  
PO Box 1748

**NAME OF TENDERER:** .....

**TOTAL BID PRICE (INCL. VAT):** .....

**TOTAL BID PRICE (EXCL. VAT):** .....

**PREFERENCE / BBBEE GRADING:** .....

**CENTRAL SUPPLIER DATABASE (MAAA) NO:** .....

**TAX COMPLIANT STATUS PIN**

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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## 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; and
- tender data pertaining to the rules of the tender and the evaluation method

- **Part T2: Returnable Documents**

This section details the:

- list of returnable documents for evaluation and contract purposes; and
- returnable document requirements listed in Forms A to N

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### T1.1 Tender Notice and Invitation to Tender



Tenders are hereby invited from experienced PSPs for the **APPOINTMENT OF PANEL OF CONTRACTORS TO IMPLEMENT OPERATIONAL & MAINTENANCE PROJECTS, REFURBISHMENT PROJECTS AND IMPLEMENT CAPITAL PROJECTS ON THE MECHANICAL AND ELECTRICAL INFRASTRUCTURES WITHIN GERT SIBANDE DISTRICT MUNICIPALITY: GSDM 113/2022. TENDERERS SHOULD HAVE A MINIMUM CIDB CONTRACTOR GRADING 6ME/6EP OR HIGHER**

Tender documents will be obtainable as from **28 June 2023**. This bid document is also available at no cost on the e-Tender Website at <http://www.etenders.gov.za/content/advertised-tenders>, and on GSDM Website.

Duly completed tenders enclosed in a sealed envelope marked **“TENDER NO GSDM 113/2022: APPOINTMENT OF PANEL OF CONTRACTORS TO IMPLEMENT OPERATIONAL & MAINTENANCE PROJECTS, REFURBISHMENT PROJECTS AND IMPLEMENT CAPITAL PROJECTS ON THE MECHANICAL AND ELECTRICAL INFRASTRUCTURES WITHIN GERT SIBANDE DISTRICT MUNICIPALITY; CLOSING DATE: 12 July 2023 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 and tenderers are advised to read and understand the tender conditions.

Technical queries may be directed to Ms. Porsche Sekhoto on 017 801 7162 or email: [Records@gsibande.gov.za](mailto:Records@gsibande.gov.za), Tender documents enquiries may be directed to Mr. L. Mbuyane on 017 801 7155 or email [Records@gsibande.gov.za](mailto:Records@gsibande.gov.za).

All tenders will be subjected to the 90/10-point system and functionality criteria. The 90/10-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; Section 2(1)(d)(i) and as in line with Gert Sibande District Municipality SCM policy. 90 points will be allocated in respect of price and 10 points in respect of GSDM specific goals.

Tenderers must have the necessary skills, experience, and capacity to perform the required work. Prospective tenderers registered with the CIDB with a grading of 6ME/ 6EP or higher who meet the criteria stated in the Tender data may submit their tender offers and Joint ventures or companies which are part of a joint venture must also be registered with the CIDB.

The closing date and time for the tender is **12 July 2023 at 12h00**. Telegraphic, telephonic, telex, facsimile, e-mail, and late tenders will not be accepted.

The District Municipality is not obliged to appoint the bidder with the lowest price but will consider the bidder scoring the highest number of points in line with the set criteria. The Gert Sibande District Municipality reserves the right not to make any appointment for this tender.

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Mr. CA HABILE  
MUNICIPAL MANAGER

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Employer

Witness 1

Witness 2

**MBD1] PART A**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (GERT SIBANDE DISTRICT MUNICIPALITY)</b>					
BID NUMBER:	GSDM 113/2023	CLOSING DATE:	12 JULY 2023	CLOSING TIME:	12H00
DESCRIPTION	<b>APPOINTMENT OF PANEL OF CONTRACTORS TO IMPLEMENT OPERATIONAL &amp; MAINTENANCE PROJECTS, REFURBISHMENT PROJECTS AND IMPLEMENT CAPITAL PROJECTS ON ALL THE MECHANICAL AND ELECTRICAL INFRASTRUCTURES WITHIN GERT SIBANDE DISTRICT MUNICIPALITY</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
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					
<b>SUPPLIER INFORMATION</b>					
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	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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:					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	Finance- SCM Unit		CONTACT PERSON	Ms. Porsche Sekhoto	
CONTACT PERSON	Mr. L Mbuyane		TELEPHONE NUMBER	017 801 7162	
TELEPHONE NUMBER	017 801 7155		FACSIMILE NUMBER		
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS	<a href="mailto:Records@gsibande.gov.za">Records@gsibande.gov.za</a>	
E-MAIL ADDRESS	<a href="mailto:records@gsibande.gov.za">records@gsibande.gov.za</a>				

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**PART B  
 TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>															
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>															
<b>2. TAX COMPLIANCE REQUIREMENTS</b>															
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE 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>															
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>															
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;">YES <input type="checkbox"/></td> <td style="text-align: right;">NO <input type="checkbox"/></td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;">YES <input type="checkbox"/></td> <td style="text-align: right;">NO <input type="checkbox"/></td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;">YES <input type="checkbox"/></td> <td style="text-align: right;">NO <input type="checkbox"/></td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;">YES <input type="checkbox"/></td> <td style="text-align: right;">NO <input type="checkbox"/></td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;">YES <input type="checkbox"/></td> <td style="text-align: right;">NO <input type="checkbox"/></td> </tr> </table> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
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3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES <input type="checkbox"/>	NO <input type="checkbox"/>													
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES <input type="checkbox"/>	NO <input type="checkbox"/>													
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	YES <input type="checkbox"/>	NO <input type="checkbox"/>													
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	YES <input type="checkbox"/>	NO <input type="checkbox"/>													

**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: .....

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## 1. INTRODUCTION

Gert Sibande District Municipality is in search of the panel of the contractors to implement maintenance, refurbishment, and new project on all the mechanical and electrical infrastructures within its Local Municipality. The implementation source of funding either be internally funded project within the Local Municipality or through Government grants to improve service delivery to communities.

Based on the Department of Water and Sanitation (DWS) initial role of managing the Regional Bulk Infrastructure Grant (RBIG), a wider program has evolved with the aim to integrate and consolidate all bulk water supply and wastewater issues under one national program referred to as the Regional Bulk Water Supply Program. Critical to this program is effective integrated planning.

There is significant budget available through various National Government Infrastructure Grants e.g. MIG, RBIG, WSIG to assist with the planning and development of water services infrastructure but the effective and efficient use of these Grants is severely affected by poor planning by the WSA or Implementation Agent. The WSA have to meet a number of planning regulatory requirements which include the Integrated Development Plans (IDP) and the Water Services Development Plans (WSDP). What need to inform these planning requirements are a more technical and engineering analysis for the planning and development of new and refurbishment of existing water services infrastructure. The issue of effective management and planning of bulk infrastructure has recently also become critical not only with regards to regional bulk but also with regards to internal bulk due to lack of adequate institutional capacity within WSA.

The Department has provided funding from the Infrastructure and Planning Services allocation which is part of the Departmental Voted funds for carrying out a project needs analyses (Scoping Report) and viability checks, Technical Study and Feasibility Study, Implementation Readiness Study (IRS) and Business Plan for the proposed bulk projects that have been identified. Once the final Implementation Readiness Study has been completed and approved the proposed project or scheme will be eligible for funding for implementation through the RBIG program. The Department's policy is that no projects unless they are considered emergency projects and comply with the RBIG criteria will be considered for funding unless there is approved planning documentation as described above.

The projects to be discussed below are to be funded by the Department of Water and Sanitation through the Regional Bulk Infrastructure Grant under Schedule 6B Budgets from the 2022/2023 Financial Years onwards.

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Witness 2

Employer

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## 2. TENDER DOCUMENT INFORMATION

PROSPECTIVE BIDDERS ARE HEREBY INVITED TO SUBMIT REPOSNSE FOR THE APPOINTMENT OF PANEL OF CONTRACTORS TO IMPLEMENT OPERATIONAL & MAINTENANCE PROJECTS, REFURBISHMENT PROJECTS AND IMPLEMENT CAPITAL PROJECTS ON THE MECHANICAL AND ELECTRICAL INFRASTRUCTURES WITHIN GERT SIBANDE DISTRICT MUNICIPALITY

### 2.1 GENERAL INFORMATION

#### 2.1.1 Purpose

2.1.1.1 The Gert Sibande District Municipality needs a service provider to that will implement the operational and maintenance projects, refurbishment projects and implement capital projects on the mechanical and electrical infrastructure within Gert Sibande District Municipality

#### 2.1.2 TYPE OF CONTRACT

2.1.2.1 GCC/JBCC/NEC contracts; either one may be used as the contract type to implement the projects.

### 3.2 SUBMISSION OF PROPOSALS (BIDS)

3.2.1 Each bidder is required to return the complete set of bid documents (including drawings if applicable) with all the required information and complete in all respects.

3.2.2 The original Bid document must be submitted together with your detailed proposal (Annexure B).

3.2.3 Bidders must initial all the pages of the proposal document and sign the Bidder particulars page in full (Page 2).

3.2.4 The cost proposal on your official quote(s) submitted in your Annexure B may not contain unbalanced rates.

3.2.5 Your official quote must reflect your Trade Name, Legal Name, Vat Registration Number, Postal Address, Physical Address, Banking Details and sufficient technical description as applicable.

3.2.6 Any items that do not appear on your official quote as required in 2.2.5, may be submitted on your official letter head.

3.2.7 Bidders shall not tamper with the Bid Documents which must be submitted as issued. Where Bid Documents have been issued in a bound condition and found to have been unbound and rebound may be deemed unacceptable.

3.2.8 The proposal document and all Addenda as may have been issued by the Council, duly signed, by an authorized agent, together with the Bidder's covering correspondence (if any) and detailed proposal must be enclosed in a sealed envelope, clearly endorsed on the outside.

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3.2.9 The Bid proposal must be placed and sealed in an envelope clearly marked “**THE MUNICIPAL MANAGER, GERT SIBANDE DISTRICT MUNICIPALITY, APPOINTMENT OF PANEL OF CONTRACTORS TO IMPLEMENT OPERATIONAL & MAINTENANCE PROJECTS, REFURBISHMENT PROJECTS AND IMPLEMENT CAPITAL PROJECTS ON THE MECHANICAL AND ELECTRICAL INFRASTRUCTURES WITHIN GERT SIBANDE DISTRICT MUNICIPALITY**” and must be deposited in the bid box of Gert Sibande District Municipality situated in the reception on or before the closing date of **12 July 2023** at **12H00**.

3.2.10 Bids must be placed in the tender box of the Municipality before the Closing of Bids, situated at:

The Main Reception  
Gert Sibande District Municipality  
Corner of Joubert and Oosthuise Streets  
Ermelo  
2351

3.2.11 The bids will be opened in public.

3.2.12 Telegraphic or facsimile transmission of bids, save only for amendments to or withdrawal of bids already submitted, in accordance with Conditions of Bid, will not be permitted.

3.2.13 Bids received after the Closing of Bids and time will not be considered.

3.2.14 Bidders will not be permitted to alter their Bid Sum after Bids have been opened.

3.2.15 A Bidder may not submit more than one Conforming Bid.

3.2.16 The Bid must include the company profile with the completion of all the forms as provided in this bid.

3.2.17 The bid must be signed by an authorised agent.

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#### 4. BACKGROUND

The existing infrastructure within Local Municipality under Gert Sibande District Municipality is experiencing significant various mechanical and electrical challenges. Some the systems need maintenance, whereas some require refurbishment and others needs to upgrade as the required capacity does not meet the demand. As well when new projects are introduced either for the new developments or projects this raise a need to assess the current capacity versus the future loads on the electrical infrastructure.

Gert Sibande District Municipality will implement the project on behalf of the Municipality as and when require or as an implementing agent based on the needs arise. The scope to be implemented will cover all internal funded projects and all departmental grands ( i.e WSIG, RBIG, MIG and INEP)

#### 5. PURPOSE

The purpose of the terms of references is to invite and allow all prospective contractor to participate in the process of soliciting a competent contractor to implement maintenance projects, refurbishment project and capital projects on all the mechanical and electrical infrastructures within Gert Sibande District Municipality

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Employer

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## 6. SCOPE OF SERVICES

The appointed contractor will be responsible for implementation of maintenances projects, refurbishment projects, upgrade projects, and new capital projects as and when required. The scope will cover the following areas of interest but not limited to:

- 1) Water & Wastewater Treatment Works
- 2) Bulk Water Services Infrastructure
- 3) Bulk Electrical infrastructure (i.e. Substations, Street & High mast lights, LV and HV infrastructure )
- 4) Electrification of Households
- 5) Energy Efficiency Projects

The detailed scope and specification per area shall be forwarded to the successful bidders during implementation for quotation purpose as and when required.

## 7. PROJECT ADMINISTRATION

### 7.1. ASSIGNMENT DURATION

It is anticipated that the assignment will commence within 14 days from the appointment date and will run for a period of 36 months (*unless formal extension is granted the service provider is encouraged to undertake the assignment within the 36 months period or less*) which will be finalized at inception when implementation plans are drawn up.

### 7.2. NAME OF PROJECT

The assignment shall be called: **APPOINTMENT OF PANEL OF CONTRACTORS TO IMPLEMENT OPERATIONAL & MAINTENANCE PROJECTS, REFURBISHMENT PROJECTS AND IMPLEMENT CAPITAL PROJECTS ON THE MECHANICAL AND ELECTRICAL INFRASTRUCTURES WITHIN GERT SIBANDE DISTRICT MUNICIPALITY**, covering the components as has been highlighted.

### 7.3. CLIENT

Gert Sibande District Municipality is the Implementing Agent of the project.

### 7.4. IMPLEMENTATION BUDGET

A budget for the implementation allocated will be based on availability and determined by the lowest request for quotation respond.

### 7.5. PROJECT MANAGEMENT COMMITTEE (PMC)

The project management committee shall be formed soon after commencement of the project and will undertake general management of the projects. They will be responsible for effective and efficient formulation, execution, and conclusion of each an very project implemented.

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The site agent, employed by the contractor provider, shall be responsible for the day-to-day execution of the project including reporting of progress to the client/their representative and organizing site meetings.

#### **7.6. STAKEHOLDERS COMMITTEE (SC)**

The need for and composition of a stakeholders committee (DWS, relevant Water Boards, District municipality, other government departments and others), shall be determined at the inception stage. All relevant DWS/MIG/INEP directorates will be consulted and invited to the SC. The SC shall be a vehicle for effective public involvement to solicit the views of stakeholders and provide feedback to the project management team.

#### **7.7. PROJECT OUTPUT**

All submitted documents, implementation readiness reports, must be thoroughly edited for errors. Work of a good enough standard to enable any competent person to read and follow arguments without undue strain will be demanded.

#### **7.8. PROGRESS REPORTS**

A progress report must be submitted a week before each PMC meeting. The report summarises progress achieved thus far and any challenges faced together with recommendations on how to address the problems. A copy of the report should be submitted to every member of the PMC.

Summaries of appropriate progress reports shall be presented to members of the SC before their next meeting, should the committee be set up.

#### **7.9. MAIN REPORTS**

The following reports are required for each project phase:

- a) Progress Report
- b) Technical Report
- c) EPWP Report
- d) Health & Safety Report

The Main Reports should cover the full extent of each of the four phases. A concise Executive Summary should be provided at the beginning of each of the four reports. The programme is to provide adequate time to allow for review and comments which should then be incorporated in each of the reports.

#### **7.10. SKILLS TRANSFER**

Opportunities for skills transfer will be identified during the assignment. It is the Departmental policy for projects of this nature to provide for the transfer of skills from PSPs to the Client's staff.

### **8. TIME MANAGEMENT**

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Upon appointment and acceptance of the quotation the contractor is expected to commence with works within 14 days with all required documentation submitted to the client

### 8.1. PAYMENT MODEL

All the payment structure must be in line with the quotation response for the nature of works described.

## 9. LEGAL FRAMEWORK

- The receipt and acceptance of an appointment letter will not on its own constitute a contract between GSDM and the PSP the signing of an SLA shall complete the appointment.
- This TOR's and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Chapter 16A of the Treasury Regulations published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999).
- Other Special Conditions of Contract contained herein are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail that will be from the Signed SLA.
- By submitting the proposal the Professional Service Provider, he/she as a service provider confirms the commitment (availability and willingness) of the nominated consultant(s) to work on a specific project for the period foreseen and at the level required.
- No contract or expectation to provide or receive any service will exist until:

The successful conclusion of a Service Level Agreement (attached to this document and to be completed prior submission), memorandum of understanding or similar contract stipulating the nature and pricing of services to be rendered; and an appointment and acceptance letter has been issued by the office of the Accounting Officer (GSDM) through the supply chain management unit of the Employer; and any additional requirements to be stipulated on a project-to-project basis have been met.

- GSDM reserves the right to negotiate fees for any particular project.

## 10. ENGAGEMENT

GSDM will from time to time require specialized skills to supplement existing capacity on a project-to-project basis. Appointed PSP can be approached directly deliver a specific product within a specified time frame (ToR). Where possible the GSDM will request costed proposals / quotations for various components of the project.

## 11. ADMINISTRATIVE AND FUNCTIONAL EVALUATION:

### Administrative requirements

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Only proposals that comply with all administrative requirements and that submitted all required bid documents (acceptable bids) will be considered during the functional evaluation phase. Only acceptable bids will be evaluated by the Bid Evaluation Committee against the functional criteria indicated in this Terms of Reference.

Prospective service providers should note that they shall utilize the personnel used when bidding for the panel (the panel should contain the names and CVs of the individual(s) to participate in the specific project) the additional professionals must be declared to the employer in writing. All proposals / quotations that meet the minimum requirements specified in the terms of reference or project charter will be considered.

**a. Quality and Price Evaluation:**

Submission that satisfies the minimum functional requirements will be scored in terms of the provisions of the Preferential Procurement Policy Framework Act and related regulations, and the project will be awarded to the bidder who successfully demonstrates experience, capability, and the ability to produce the expected deliverables in their proposals.

**12. PROHIBITED BIDDERS**

In line with Public Service regulations, no employee of the Government may bid. Service providers who perform unsatisfactorily on the appointment or more assignments can be excluded from future participation.

**13. VETTING**

GDSM reserves the right to approach the relevant authorities from time to time to verify the following for each prospective bidders standing, this may be done at any given time regardless of your submission from the panel of consultants appointed under the district municipality:

- Citizenship status (individuals)
- Company information
- PSP Personnel professional registrations
- Criminal records (individuals)
- Company / closed corporation ownership / membership status (individuals).

**14. INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

The proposal and all information in connection therewith shall be held in strict confidence by the bidder and the GSDM. All bidders are bound by a confidentiality agreement preventing the unauthorized disclosure of any information regarding GSDM or any of its activities to any other organization or individual. PSP may not disclose any information, documents, or products to any other party without the explicit written approval of the Employer.

Copyright of all documentation resulting from contracts arising from this bid belongs to GSDM as well as other government departments participating in the process. The intellectual property rights of all work produced by consultants for GSDM remain vested in the District Municipality and may not be distributed, published or disclosed to any third party without the explicit written consent of the Employer.

The awarding of any sub-consulting service providers is subject to the condition that both the contracting firm

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Witness 2

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Employer

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Witness 1

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Witness 2

and its personnel providing the service must be cleared by the appropriate authorities to the level of CONFIDENTIAL / SECRET / TOP SECRET if required by the nature of the special works required. If the principal Consultant appoints a Sub-Consultant, the same provisions and measures will apply to the Sub-Consultant.

**15. NON-COMMITMENT**

GSDM is not bound to accept any of the proposals submitted and reserves the right to withdraw or amend these special conditions of contract and terms of reference.

Proposals documents submitted by PSP for this Terms of References shall not be returned and shall remain the property of the GSDM. All bids duly lodged will be evaluated in accordance with the evaluation criteria provided in the terms of reference.

**16. REASONS FOR REJECTION**

GSDM reserves the right to return late bid submissions unopened and reserves the right to reject bids that are not submitted in the format specified in the bid documentation or if the information presented is illegible, incomplete or ambiguous.

Prospective Contractor shall not contact GSDM on any matter pertaining to their bid from the time the bids are submitted to the time the Appointing Authority’s decision has been finalized. Any effort by a bidder to influence the bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned and total removal from the panel of consultants established by the District Municipality.

GSDM shall reject a submission if the bidder has committed a proven corrupt or fraudulent act in competing for a particular contract.

GSDM may disregard any submission if that bidder, or any of its directors:

- a) Have abused the Supply Chain Management (SCM) system of the GSDM or any other government department.
- b) Have committed proven fraud or any other improper conduct in relation to such system.
- c) Have performed unsatisfactorily on any previous contracts with the GSDM.
- d) Supplied incorrect information in the bid documentation.

**17. BID SUBMISSIONS**

Prospective Contractor must ensure that all required proposal documents are completed in full. A checklist forming part of the bid documentation will assist in this regard and must be completed and signed by the bidder.

Bidders should ensure that the names they submit are for individuals who would be willing to carry out GSDM assignments. An organization’s senior managerial staff, albeit highly qualified individuals, should not be submitted unless these individuals are prepared to give full commitment to actively carrying out DPME assignment .GSDM reserves the right to contact references during the evaluation and adjudication process to obtain information, or during subsequent calls for proposals on specific assignments.

**18. PARTIES NOT AFFECTED BY WAIVER OR BREACHES**

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A waiver (whether express or implied) by any Party of any of the terms or conditions of these conditions shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof.

**19. TERMINATION**

GSDM, without prejudice to any other remedy for breach of contract, by written notices sent to a panel member, may modify or terminate a contract arising from this Bid in whole or in part:

- If the Appointed Contractor fails to deliver any or all of the services within the period(s) specified in a relevant contract, or within any extension thereof granted in writing by GSDM;
- If the Appointed Contractor fails to perform any other obligation(s) under a contract; or
- If the Appointed Contractor, in the judgment of the GSDM, has engaged in corrupt or fraudulent practices in competing for or in qualifying onto the panel executing the contract.
- The Client may suspend all or part of the Services or terminate the agreement by notice to the Consulting Engineer who shall immediately make arrangements to stop the services and minimize further expenditure.

In the event that the GSDM terminates a bidders' contract in whole or in part, GSDM may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Contractor shall be liable to GSDM for any excess costs for such similar service. However, the PSP shall continue the performance of the contract to the extent that is not terminated.

On termination of an assignment, the PSP shall hand over to GSDM all documentation provided as part of the project and all deliverables, etc., without the right of retention.

**20. AMENDMENTS TO CONTRACTS**

No agreement to amend or vary a contract or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties.

Prospective Bidders may not alter or amend any bid documents, except insofar as information is required to be filled in or supplied in terms of the requirements stipulated in the bid documents.

**Project Proposals by the Bidder**

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PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**SPECIAL PROPOSALS / REQUESTS BY BIDDER**

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PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## FINANCIAL AND CONTRACTUAL ARRANGEMENTS

- The following conditions are set by the Gert Sibande District Municipality:
- The Council accepts the original bid price will be valid for 90 days (3 months).
- Payment will be made within 30 days after receipt of invoices.

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## 21. TECHNICAL EVALUATION

21.1. Evaluation criteria A. Adjudication during the bidding process will be subject to functionality.

## 22. FUNCTIONALITY

22.1. Tender responsiveness shall mean tender compliance with all the prescribed key requirements for submission with this tender which are regarded as eliminating factors. Elimination factors include non-compliance with key requirements specified for the following:

- Project manager/Team Leader qualifications and proven experience (20 Points).
- Construction Manager qualifications and proven experience (15 Points).
- Site Manager qualifications and proven experience (8 Points).
- Supervisor qualification and proven experience (5 Points) and
- Physical and Other Resources (20 Points)
- Experience of firm (32 Points)

➤ NB!!!! Proof of academic qualifications in the form of certified copies as well as confirmation of employment must be attached to the personnel's CV.

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

**Project Manager / Team Leader:**

**(Maximum Points obtainable 20)**

**Name:** .....

<b>Evaluation Criteria</b>	<b>Minimum Required</b>	<b>Elimination Factor</b>	<b>Points obtainable</b>	<b>Points Claimed</b>
Academic Qualifications	BSC Degree In Mechanical or Electrical Engineering	Yes	1.5	
Professional Registration	SACPCMP – Project Management or Any Built Environment Registration	Yes	3.5	
<b>Sub-total</b>			<b>5</b>	
		<b>Elimination Factor</b>		
Years experience of	0 – 5	Yes	1.5	
	5 – 15	No	3	
	16 – 20	No	4.5	
	21 upwards	No	<b>6</b>	
Involvement in comparable projects – State number	3 – 5	No	1	
	6 – 8	No	2	
	9 – 10	No	3	
	11 upwards	No	4	
<b>Sub-total</b>			<b>4</b>	
		<b>Elimination Factor</b>		
Current Employment	Full time employed by the Firm	No	5	
<b>Sub-total</b>			<b>5</b>	
<b>Total</b>			<b>20</b>	

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Construction Manager:**

**(Maximum Points obtainable 15)**

**Name**.....

<b>Evaluation Criteria</b>	<b>Minimum Required</b>	<b>Elimination Factor</b>	<b>Points obtainable</b>	<b>Points Claimed</b>
Academic Qualifications	BTech/BSC in Mechanical or Electrical Engineer	yes	2	
Professional Registration	Professional Engineering Technologist (Pr Eng Tech)/Professional Engineer Pr Eng with ECSA	Yes	1	
<b>Sub-total</b>			<b>3</b>	
Years of experience after qualification (Note 12)	0 – 5	No	1.5	
	6 – 10	No	2	
	11 – 16	No	2.5	
	17 upwards	No	3	
<b>Sub-total</b>			<b>3</b>	
Current Employment (Note 13)	Full time employed by the Firm	No	2	
<b>Sub-total</b>			<b>2</b>	
<b>Total</b>			<b>8</b>	

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Supervisor:** *(Maximum Points obtainable 5)*

**Name:**.....

<b>Evaluation Criteria</b>	<b>Minimum Required</b>	<b>Elimination Factor</b>	<b>Points obtainable</b>	<b>Points Claimed</b>
Academic Qualifications	Mechanical Engineer Technician or Electrician with Wireman's License (registered with Department of Labour)	No	2	
<b>Sub-total</b>			<b>2</b>	
Years of experience after qualification	0 – 3	No	0	
	4 – 10	No	1	
	11 – 16	No	1.5	
	17 upwards	No	<b>2.5</b>	
<b>Sub-total</b>				
Current Employment	Full time employed by the Consulting Firm	No	1	
<b>Sub-total</b>			<b>5.5</b>	

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Physical and Other Resources**

It must be noted that a total points of 20 are obtainable by the Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor BUT a zero point will be scored.

<b>Evaluation Criteria</b>	<b>Minimum Required</b>	<b>Elimination Factor</b>	<b>Points obtainable</b>	<b>Points Claimed</b>
Software & Resources	Project management software	No	2	
	Quality control system	No	3	
<b>Sub-total</b>			<b>5</b>	
Company's vehicles	Crane Trucks x 1(19 ton)	No	Own=8 Lease=1	
	Cherry Picker	No	Own=4 Lease=1	
	LDVs x 2	No	Own=3 Lease=1	
<b>Sub-total</b>			<b>15</b>	
<b>Total</b>			<b>20</b>	

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Experience of Firm**

It must be noted that the experience of the firm carries a maximum of **32 points** as indicated in the table below. A firm must obtain a minimum of **7 points** to be considered for further evaluation. If a tenderer fails to obtain the minimum **points** then, zero points will be scored. If proof of testimonials in reference to form **J** is not provided, then the bidder shall be automatically disqualified. If project referenced in form **J** were implemented with Mogalakwena LM, then, performance assessment reports from internal departments of at least 3 previous related projects (as referenced) per category confirming performance will be obtained.

<b>Evaluation Criteria</b>	<b>Evaluation Criteria</b>	<b>Elimination Factor</b>	<b>Points obtainable</b>	<b>Points Claimed</b>
Company Experience in Electrical Infrastructure projects completed (Refurbishment/ Maintenance /Greenfields)	0 - 2 Projects	No	5	
	2 - 4 Projects	No	8	
	5 - 8 Projects	No	12	
	9+ Projects	No	13	
<b>Sub-Total</b>			<b>13</b>	
Company experience in terms of value of Electrical infrastructure related Projects (Refurbishment/Maintenance /Greenfields) Completed	R0 mil – R9 mil	No	6	
	R10 mil – R19 mil	No	8	
	R20 mil and R27mil	No	10	
	+ R28 mil and more	No	12	

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<b>Sub-Total</b>	<b>12</b>	
<b>TOTAL</b>	<b>25</b>	

**Firm's Office building location**

**Firm's Office building location**

Company needs to submit a proof of municipal rates not older than 3 months for their offices.

The Firm's tender responsiveness in relation to points is therefore summarized as follows:

Project Team Leader	20
Construction Manager	8
Supervisor	5.5
Physical and Other Resources	20
Experience of Firm	25
Sub-Total	78.5

A firm must obtain a minimum of **55 points (70%)** out of the 78.5 points above to be considered for price and Specific Goals evaluation.

**Preference point system for acquisition of goods criteria for preferential procurement to achieve specific goals.**

SPECIFIC GOALS	SPECIFIC GOALS Points System 20
YOUTH	5
WOMAN	10
PEOPLE LIVING WITH DISABILITY	2
DEMOGRAPHIC AREA/ LOCALITY (GSDM)	3
RACE	0
Maximum number of points	20

**Part B: Returnable Documents**

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required (Compulsory to be completed and submitted) 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.

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Capacity under which the Bid is signed

\_\_\_\_\_  
Name of bidder

\_\_\_\_\_  
PSP

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Witness 1

\_\_\_\_\_  
Witness 2

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Employer

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Witness 1

\_\_\_\_\_  
Witness 2

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

**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 CERTIFICATE OR SWORN AFFIDAVIT**

PSP

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>audialterampartem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	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 ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) 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"/>
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"/>

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

\_\_\_\_\_  
PSP

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Witness 1

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Witness 2

\_\_\_\_\_  
Employer

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

\_\_\_\_\_  
Witness 2

**FORM C: DECLARATION OF INTEREST**

- 1 Any legal person, including persons employed by the State<sup>1</sup>, or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:
- the bidder is employed by the State; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
- 2.1 Full Name of bidder or his or her representative:
- 2.2 Identity Number:
- 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):
- 2.4 Company Registration Number:
- 2.5 Tax Reference Number:
- 2.6 VAT Registration Number:
- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below

<sup>1</sup>“State” means:

- a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- b) any municipality or municipal entity;
- c) provincial legislature;
- d) National Assembly or the National Council of Provinces; or
- e) Parliament.

<sup>2</sup> “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.

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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:

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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:

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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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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:

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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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:

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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:

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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**

2.11.1 If so, furnish particulars:

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PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**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.

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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**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:

**APPOINTMENT OF PANEL OF CONTRACTORS TO IMPLEMENT OPERATIONAL & MAINTENANCE PROJECTS, REFURBISHMENT PROJECTS AND IMPLEMENT CAPITAL PROJECTS ON THE MECHANICAL AND ELECTRICAL INFRASTRUCTURES 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:

---

SIGNATURE: \_\_\_\_\_

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

FULL NAMES OF SIGNATORY: \_\_\_\_\_

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AS WITNESSES: 1. \_\_\_\_\_

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

\_\_\_\_\_  
PSP

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

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

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

\_\_\_\_\_  
Witness 2

**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: _____

**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**

[ ]

PSP

[ ]

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 letterhead.(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 )

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM E: DECLARATION OF GOOD STANDING REGARDING TAX**

The original 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 original 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.

PSP

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 e-filing PIN

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM F: FINANCIAL / BANK DETAILS**

**Notes to tenderer:**

1. The tenderer shall attach to this form a letter from the bank confirming the bank account and details
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.

<b>BANK NAME:</b>		
<b>ACCOUNT NAME:</b> <i>(e.g. ABC Civil Construction cc)</i>		
<b>ACCOUNT TYPE:</b> <i>(e.g. Savings, Cheque etc.)</i>		
<b>ACCOUNT NO:</b>		
<b>ADDRESS OF BANK:</b>		
<b>CONTACT PERSON:</b>		
<b>TELEPHONE NUMBER OF BANK OR CONTACT PERSON:</b>		
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: \_\_\_\_\_

PSP

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 F:**

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

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM G: MUNICIPAL UTILITY ACCOUNT**

**DECLARATION BY THE TENDERER**

I the undersigned

---

\_\_\_\_\_ has been duly authorized to sign all documents with the Tender  
for:

**APPOINTMENT OF PANEL OF CONTRACTORS TO IMPLEMENT OPERATIONAL &  
MAINTENANCE PROJECTS, REFURBISHMENT PROJECTS AND IMPLEMENT CAPITAL  
PROJECTS ON THE MECHANICAL AND ELECTRICAL INFRASTRUCTURES 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

---

PSP

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 G:**

- Municipal utility account invoice must be in line with the address on the CSD (not older that three months)
- 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 both documents. (Failure to do so will lead to disqualification)

[ ]  
PSP

[ ]  
Witness 1

[ ]  
Witness 2

[ ]  
Employer

[ ]  
Witness 1

[ ]  
Witness 2

**FORM H: PREFERENCE SCHEDULE**

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

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

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

**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 **To be completed by the organ of state**

a) The applicable preference point system for this tender is the 90/10 preference point system.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- Price; and
- Specific Goals.

1.3.1 **To be completed by organ of state:**

The maximum points for this bid are allocated as follows:

DESCRIPTION	POINTS
PRICE	90
SPECIFIC GOALS	10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.4 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed..
- 1.5 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

**2 DEFINITIONS**

- 2.1 **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 2.2 **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- 2.3 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 2.4 **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts,

\_\_\_\_\_

PSP

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2



- Close corporation
  - Public Company
  - Personal Liability Company
  - (Pty) Limited
  - Non-Profit Company
  - State Owned Company
- [Tick applicable box]

5.7 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

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

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE(S) OF BIDDER(S)

DATE:

\_\_\_\_\_

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ADRESS:

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**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

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM J: CONTRACT FORM – (I) PURCHASE OF GOODS/WORKS**

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

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to the **GERT SIBANDE DISTRICT MUNICIPALITY** in accordance with the requirements and specifications stipulated in bid number **GSDM 113/2022** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Central Supply Database registration;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

**NAME (PRINT)** .....

**CAPACITY** .....

**SIGNATURE** .....

**NAME OF FIRM** .....

**DATE** .....

<b>Witnesses</b>
1.....
2.....
<b>DATE:</b> .....

PSP	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**(II) CONTRACT FORM - RENDERING OF SERVICES**

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

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

7. I hereby undertake to render services described in the attached bidding documents to the **GERT SIBANDE DISTRICT MUNICIPALITY** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **GSDM 113/2022** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
8. The following documents shall be deemed to form and be read and construed as part of this agreement:
- (iv) Bidding documents, viz
    - Invitation to bid;
    - Central Supply Database registration;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (v) General Conditions of Contract; and
  - (vi) Other (specify)
9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
10. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
12. I confirm that I am duly authorised to sign this contract.

**NAME (PRINT)** .....

**CAPACITY** .....

**Witnesses**

**SIGNATURE** .....

**1**.....

**NAME OF FIRM** .....

**2**.....

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

1. I ..... in my capacity as .....accept your bid under reference number **GSDM 113/2022** dated **12 July 2023**, for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
APPOINTMENT OF PANEL OF CONTRACTORS TO IMPLEMENT OPERATIONAL & MAINTENANCE PROJECTS, REFURBISHMENT PROJECTS AND IMPLEMENT CAPITAL PROJECTS ON THE MECHANICAL AND ELECTRICAL INFRASTRUCTURES WITHIN GERT SIBANDE DISTRICT MUNICIPALITY				

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT .....ON THIS .....DAY..... OF 2023

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1 .....

2 .....

DATE: .....

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**(I) CONTRACT FORM - SALE OF GOODS/WORKS**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE SELLER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from **GERT SIBANDE DISTRICT MUNICIPALITY** in accordance with the requirements stipulated in (bid number) **GSDM 113/2022** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Pricing schedule(s);
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorized to sign this contract.

**NAME (PRINT)** .....

**CAPACITY** .....

**SIGNATURE** .....

**NAME OF FIRM** .....

**DATE** .....

**Witnesses**

1.....

2.....

**DATE:** .....

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**(II) CONTRACT FORM - SALE OF GOODS/WORKS  
 PART 2 (TO BE FILLED IN BY THE SELLER)**

1. I .....in my capacity as .....accept your bid under reference number **GSDM 113/2022** dated **12 July 2023** for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).
2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)

3. I confirm that I am duly authorized to sign this contract.

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

NAME (PRINT) .....

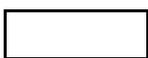
SIGNATURE .....

OFFICIAL STAMP



<b>WITNESSES</b>	
1.	.....
2.	.....
DATE.....	
.....	

**FORM K: CERTIFICATE OF INDEPENDENT BID DETERMINATION**



PSP



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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

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

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

[ ]

PSP

[ ]

Witness 1

[ ]

Witness 2

[ ]

Employer

[ ]

Witness 1

[ ]

Witness 2

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**GSDM 113/2022:**  
**(APPOINTMENT OF PANEL OF CONTRACTORS TO IMPLEMENT OPERATIONAL & MAINTENANCE  
PROJECTS, REFURBISHMENT PROJECTS AND IMPLEMENT CAPITAL PROJECTS ON THE  
MECHANICAL AND ELECTRICAL INFRASTRUCTURES WITHIN GERT SIBANDE DISTRICT  
MUNICIPALITY)**

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 consortium<sup>3</sup> 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;
  - 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.

[ ]  
PSP

[ ]  
Witness 1

[ ]  
Witness 2

[ ]  
Employer

[ ]  
Witness 1

[ ]  
Witness 2

- 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.

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Signature

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Date

---

Position

---

Name of bidder

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

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM L: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

**For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:**

1. Are you by law required to prepare annual financial statements for auditing? YES / NO

a. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? YES / NO

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

c. If yes, provide particulars.

.....  
.....

Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? YES / NO

d. If yes, furnish particulars

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

Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? YES / NO

e. If yes, furnish particulars

.....

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

**CERTIFICATION**

I, THE UNDERSIGNED (NAME)

.....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.  
*I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.*

-----  
Signature

-----  
Date

-----  
Position

-----  
Name of Bidder

PSP

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 J:**

- 3 Year audited financial statements.

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM M: PRICING SCHEDULE – NON-FIRM PRICES  
 (PURCHASES)**

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

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

Name of Bidder:		
Bid #: GSDM 113/2022	Closing Time: 12h00	Closing Date: 12 July 2023

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

Required by: .....

.....

At: .....

.....

Brand and model .....

.....

Country of origin

PSP	Witness 1	Witness 2	Employer	Witness 1	Witness 2

.....  
.....  
Does the offer \*YES/NO  
comply with the .....  
specification(s)? .....  
If not, .....  
indicate .....  
deviation(s) .....  
.....  
.....  
.....

Period required .....  
for delivery .....  
\*Firm/Not firm  
Delivery Basis: .....  
.....  
.....  
.....  
.....

- \*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- 
- \*Delete if not applicable

[ ]  
PSP

[ ]  
Witness 1

[ ]  
Witness 2

[ ]  
Employer

[ ]  
Witness 1

[ ]  
Witness 2

**(I): PRICE ADJUSTMENTS**

<b>Name of Bidder:</b>		
<b>Bid #: GSDM 113/2022</b>	<b>Closing Time: 12h00</b>	<b>Closing Date: 12 July 2023</b>

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

1. In cases of period contracts, non firm prices will be adjusted (loaded) with the assessed contract price adjustments implicit in non firm prices when calculating the comparative prices
2. In this category price escalations will only be considered in terms of the following formula:

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

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price**
- D1, D2 = Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations

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

Index		Dated		Index		Dated	
Index		Dated		Index		Dated	
Index		Dated		Index		Dated	

4. Furnish a breakdown of your price in terms of above-mentioned formula. The total of the various factors must add up to 100%.

FACTOR (D1, D2 etc. e.g. Labour, transport etc.)	PERCENTAGE OF BID PRICE

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS:**

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Witness 2

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

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

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

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

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Employer

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Witness 2

## 23. PRICING INSTRUCTIONS

### PREAMBLE TO THE BILLS OF QUANTITIES

- 22.1. The Conditions of Contract, the Contract Data, and the Scope of Work shall be read in conjunction with the Bills of Quantities.
- 22.2. Rates for Time-Based Services shall be entered against the relevant items in the bills of quantities for different levels of personnel based on the Department of Public Works Rates for Reimbursable Expenses – Table 8 applicable on the date of tender closing. Time-based payments will only be made when the work involved has been specifically ordered in writing by the Employer.
- 22.3. This bill of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.
- 22.4. The estimated provisional sums set out in the bills of quantities are approximate values only. The values of work finally accepted and certified for payment by proof of invoices, and not the values given in the bills of quantities, will be used to determine payments to the Tenderer.
- 22.5. The validity of the contract shall in no way be affected by differences between the values in the bills of quantities and the values finally certified for payment. Work will be valued at the rates or lump sums tendered.
- 22.6. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- 22.7. The Tenderer shall also fill in a rate against the items where the words "rate only" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.
- 22.8. Rates and lump sums shall include full compensation for overheads costs, profits, incidentals, tax (other than VAT), insurances, etc., and for the completed stages of work as specified. Full compensation for completing the stages of work, including during the defects liability period, as specified in the ECSA guidelines and scope of services, and for all the risks, obligations and responsibilities specified in the conditions of contract, special conditions of contract, ECSA guidelines and scope of services, shall be considered as provided for collectively in the items of payment given in the bills of quantities, except in so far as the values given in the bills of quantities are only approximate.
- 22.9. The Tenderer shall fill in a rate or a lump sum for each item where provision is made for it. Items against which no rate or lump sum has been entered in the Tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the bills of quantities, and rate or lump sum will be accepted as R0.00 for those items.
- 22.10. Tenderers shall not enter "included" against any item. Nor shall items be grouped together and a single amount entered. If a Tenderer wishes to make any alteration to the bills of quantities, then it should be treated as an alternative tender.
- 22.11. The value of work or provisional sums in the bills of quantities shall not be regarded as authorization for the Tenderers to engage sub-Tenderers to execute work. The Tenderers shall obtain the Employer's approval prior to executing work or making arrangements in this regard.

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- 22.12. The short descriptions of the payment items in the bills of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the ECSA guidelines, Conditions of Contract, the Contract Data, and the Scope of Work for more detailed information regarding the extent of services entailed under each item.
- 22.13. All rates and sums of money quoted in the bills of quantities shall be in South African Rands and whole cents. Fractions of a cent shall be discarded.
- 22.14. Recoverable expenses shall cover all costs associated with printing, photocopying, courier, and all related tasks to be priced as per the Department of Public Works Rates for Reimbursable Expenses – applicable on the date of tender closing. These costs are subject to prior written approval by the Employer.
- 22.15. Travelling by motor vehicle will be reimbursed in accordance with the Department of Public Works Rates for Reimbursable Expenses – Table 3 applicable on the date of tender closing, for a vehicle engine capacity of 1951 to 2150 cc., and can only be claimed for when departing from the local office. Travelling by air cannot be claimed for. Accommodation cannot be claimed for. All costs associated with the above are subject to prior written approval by the Employer.
- 22.16. For the purposes of this bills of quantities, the following words shall have the meanings hereby assigned to them:
- Item: The numbering in a logical order.
  - Description: The item descriptions in accordance with various stages in the Scope of Work.
  - Unit: The unit of measurement for each item.
  - Quantity: Number of units of work for each item.
  - Rate: The payment per unit of work at which the Tenderer tenders to do the work.
  - Amount: The quantity of an item multiplied by the tendered rate of the (same) item.
- 22.17. The units of measurement indicated in the bills of quantities are metric units. The following abbreviations may appear in the bills of quantities:

h	=	hour
No	=	number
sum	=	lump sum
PC sum	=	Prime Cost sum
Prov sum	=	Provisional sum
%	=	per cent

#### **CORRECTION OF ENTRIES MADE BY TENDERER**

*Any entry made by the Tenderer in the Bill of Quantities, forms, etc., which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.*

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**23. FORM OF OFFER AND ACCEPTANCE**

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

**Contract Number: GSDM 113/2022**

**APPOINTMENT OF PANEL OF CONTRACTORS TO IMPLEMENT OPERATIONAL & MAINTENANCE  
PROJECTS, REFURBISHMENT PROJECTS AND IMPLEMENT CAPITAL PROJECTS ON ALL THE  
MECHANICAL AND ELECTRICAL INFRASTRUCTURES 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 \_\_\_\_\_

for the tenderer \_\_\_\_\_

*(name and address of the organization)*

Witness signature \_\_\_\_\_

Witness name \_\_\_\_\_

Date \_\_\_\_\_

**ACCEPTANCE**

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Witness 1

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Employer

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Witness 1

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Witness 2

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:

- Agreements and contract data (which includes this agreement);
- Proposal Pricing data;
- Scope of work / Assignment;
- Assignment information / Area; 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.

**For the Employer:**

**GERT SIBANDE DISTRICT MUNICIPALITY**

NAME(s): (BLOCK LETTERS) .....

CAPACITY of authorized agents: .....

SIGNATURE(s) of authorized agents: .....

SIGNED at ..... on this.....day of .....

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

1. Name ..... Signature .....

2. Name ..... Signature .....

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PSP

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Witness 1

[ ]  
Witness 2

[ ]  
Employer

[ ]  
Witness 1

[ ]  
Witness 2

## 24. ANNEXURES

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B	Gert Sibande District Municipality Statistics	White	42
C	Services Level Agreement	White	43

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Witness 2

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Employer

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Witness 1

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Witness 2

**A : LOCALITY PLAN**

***GSDM discourages fraud and corruption.***

[Signature Box]

PSP

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Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

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Witness 1

[Signature Box]

Witness 2

**B: EXISTING AREA- OVERALL LAYOUT**

*GSDM discourages fraud and corruption.*

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Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

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Witness 1

[Signature Box]

Witness 2

**25. SERVICES LEVEL AGREEMENT**

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

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**GERT SIBANDE DISTRICT MUNICIPALITY**



**SERVICES LEVEL AGREEMENT**

**Between**

**“GERT SIBANDE DISTRICT MUNICIPALITY”**

**and**

“.....”

PSP

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Witness 2

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Employer

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Witness 2

**THEREFORE THE PARTIES CONCLUDE THEIR AGREEMENT ON THE FOLLOWING TERMS AND CONDITIONS: -**

**1. DEFINITIONS**

**Definitions**

The Definitions in this Memorandum of Agreement for contractor shall apply, subject to the following amendments and additions:-

- a) "Agreement" means this Form of Agreement between the Client and the Contractor(s) for the execution of all or portion of the Works by the Contractor(s) for defined Services together with any appendices and signed by both parties hereto.
- b) "Client" means **Gert Sibande District Municipality** who employs the Contractor.
- c) "Contractor(s)" means \_\_\_\_\_ who is the contracting party named in the Agreement, who is employed by the Client to perform the services.
- d) "Contract Documents" means all documents relating to the Works including those issued by or through the Consultant or the Principal Agent, including, but not limited to, the contract drawings, bills of quantities, specifications and schedules and any amendments thereto.
- e) "Contractor" means any person or body corporate under contract to the Client to execute the Works or part thereof and includes any sub-contractor to whom any part of the Works has been assigned. Specific to this contract, the District Municipality will be responsible directly for the entire professional scope and construction works thereto (with the exception of the specialized work in terms of construction).
- f) "Cost of the works" means the total amount, exclusive of value added tax, certified or which would be certified for payment to contractors (irrespective of who actually carries out the works) in respect of the works designed, specified or administered by the Consulting Engineer, before deduction of liquidated damages or penalties, including –
  - (i) A pro-rata portion of all preliminary and general items applicable to the works;And
  - (ii) The costs of new materials, goods or equipment, or a fair evaluation, of such material, goods or equipment as if new whether supplied new or otherwise by, or to, the Client and including the cost or a fair evaluation of the cost of installation (the sourcing, inspection and testing of such will comprise additional services by the Consulting Engineer);
- g) "Day" means the period between any one midnight and the next
- h) "Month" means a period extending from a date in one calendar month to the day preceding the corresponding date in the next calendar month, both dates inclusive as according to the Gregorian calendar commencing with any day of the month.
- i) "Party" or "parties" means the Client, consultant/s and "third party" means any other person or entity, as context indicates.
- j) "Principal Agent" means the party (consultant) appointed by the Client to take overall responsibility of the administration of the Project, including the work of other Consultants.

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Witness 2

- k) "Services" means the service or services to be performed by the Contractor in accordance with the Agreement and comprises Normal Services, Additional Services and Exceptional Services.
- l) "Stage/s" means the Report Stage, the Preliminary Design Stage, the Design and Tender Stage, the Construction Stage or any other Stage of the Services to be performed by the Consultant, as described in this agreement/ contract.
- m) "Works" means the works to be executed (including the goods and equipment to be supplied to the Client) by the Service Providers for the achievement of the Project.

**2. PRECEDENCE**

The terms and conditions of this agreement shall take precedence over any other terms and conditions that may have been discussed by the parties.

**3. DURATION**

3.1 Notwithstanding the date of signature, this agreement shall commence on on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and shall continue for a term of 36 months unless terminated by either party giving **30 days' notice in writing** to the other party. This appointment shall be aligned to the project and or scope of work to be implemented, however the client reserves the right to appoint another PSP for the physical implementation and or construction phase as the Client see it necessary and thus cease and or limit the service only up to stage 2 as defined above on the pricing model.

3.2 Completion,

3.2.1 Unless terminated under one of the General Conditions of Contract clauses, Special Conditions of Contract, and clauses stipulated in this Service Level Agreement, the appointment of the Consultant shall be completed when the Consultant submits the completion report (Close out report). The submission of the completion report shall be due after a period of one month from the completion date.

3.2.2 The completion period for the feasibility and IRS shall be upon the completion of the appointed scope

3.3 Force Majeure

If circumstances arise for which the Consultant is not responsible and which make it impractical or impossible for the Consultant to perform the Services in the normal manner as contemplated by the parties in accordance with the Agreement in whole or in part, then the Consultant shall promptly notify the Client.

If in those circumstances certain Services have to be suspended, the time for their completion shall be extended by the extent of the delay plus a reasonable period for their resumption or, if the speed of performing certain Services has to be reduced, the time for their completion shall be extended as may be necessary due to the circumstances.

**4. SERVICES**

4.1. .... Shall provide the Professional Services (Consultants) for the project: Submissions for Proposals for the Appointment of a professional service provider for professional services for: Gert Sibande District Municipality : Bulk Wastewater Services.

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

4.2. Gert Sibande District Municipality's Water Services and that entails the Operation and maintenance projects for the entire Gert Sibande District Municipality Area, the detailed coordination of the O&M of infrastructure needs proper planning and implementation.

The scope covers the areas of:

- Gert Sibande District Municipality Area

4.3. Guideline Scope of Service and Tariff Fee

4.3.1. The Service Provider shall perform, as a minimum, services as stipulated in the Guideline Scope of Service and Tariff Fee, Gazette (as updated annually)

4.3.2. The Service Provider shall exercise reasonable skill, care and diligence in the Performance of the Services.

The Consultant as the Professionally Accredited Personnel with Engineering Council of South Africa is responsible to ensure that his/her designs, scope of work (Construction Work) and Construction Monitoring, will render the services for the defined scope of work and achieve the project deliverables.

4.4. Exercise of Authority

Where the Services include the exercise of powers to certify, decide or exercise discretion in terms of a contract between the Client and any third party, then the Consultant shall act in accordance with that contract, as an independent professional acting with reasonable skill, care and diligence. It is important to also note that only ECSA accredited personnel is eligible to exercise authority when it comes to certification of work done by the contractor.

4.5. Designated Representative

The Consultant shall designate in writing a Civil Engineer in possession of a Bsc (Civil) or a BTECH (Civil) (Registered with the Engineering Council of South Africa –ECSA) to act as his representative and such person shall have complete authority to receive instructions and to give information to the Client on behalf of the Consultant.

4.6. Co-operation with Others

The Consultant shall perform the Services in conjunction with any other consultants or specialists who are providing services to the Client. The Consultant shall only be responsible for his/her own performance and the performance of his sub-consulting engineers or specialists who have specifically been appointed by him directly to assist him/her with the provision of Services.

4.7. Notice of Change

On becoming aware of any matter which shall materially change or has changed the scope, cost or timing of the Services or Works, the Consultant shall give notice to the Client.

4.8. Construction Monitoring (for the physical works)

The Consultant undertakes to provide support to the Client's Technical Services Department with regard to

- Reviewing of available documents
- Designs where required
- provide construction drawings,
- Monitoring construction on projects to the extent defined in the description of Services,

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Witness 2

Employer

Witness 1

Witness 2

to assess whether the designs are being correctly interpreted, whether the construction techniques are appropriate and whether work is being completed generally in accordance with the plans, specifications and programme.

For the construction scope the responsibility for completing the Works in accordance with the requirements of the Contract(s) remains that of the Contractor(s), and in this case the PSP is contracted for Design and Construction Supervision Contract (Civil, Mechanical, and Electrical Works and etc). For the Construction stage services consultant to provide to the Client an independent assessment and assure the client that the Works have been completed and are conformant to the expected and required standards.

The Consultant, must ensure the performance of the Contractor/specialist whom he appoints. The provision of construction stage services creates contractual relationships between the Consultant and the Contractor.

## 5. INSURANCE FOR LIABILITY AND INDEMNITY

### 5.1 Liability of the Consulting Engineer

The Consulting Engineer shall only be liable to pay compensation to the Client arising out of or in connection with the agreement if a breach of Clause 5.1.2 is established against him.

### 5.2 Liability of the Client

The Client shall be liable to the Consulting Engineer arising out of or in connection with this agreement if a breach of an obligation in terms of this agreement is established. The Consulting Engineer shall have no separate delictual right of action against the Client.

### 5.3 Compensation

If it is established that either party is liable to the other, compensation shall be payable only on the following terms: -

(1) Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach.

(2) The compensation payable by either party shall be reduced by the court/arbitrator/mediator to such extent as is deemed just and equitable having regard to the degree in which the other party or any third party was at fault in relation to the loss or damage. The liability of the parties is not joint and each party shall only be liable for that proportion of the compensation, which is attributable to his fault.

(3) In any event, the amount of such compensation will be limited to the amount specified in Clause 6.5.

### 5.4 Duration of Liability

Notwithstanding the terms of the Prescription Act No 68 of 1969 (as amended) or any other applicable statute of limitation neither the Client nor the Consulting Engineer shall be held liable for any loss or damage resulting from any occurrence unless a claim is made in terms of Clause 8 within the period stated in the Specific Provisions, or, where no such period is stated, within a period of three years from the date of termination or completion of this agreement.

### 5.5 Limit of Compensation

The maximum amount of compensation payable by either party to the other in respect of liability under this agreement is limited to an amount equal to twice the amount of fees payable to the Consulting Engineer under this agreement, excluding reimbursements and expenses unless otherwise stated in the

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Specific Provisions.

Each party agrees to waive all claims against the other in so far as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amount payable.

If either party makes a claim for compensation against the other party and this is not established, the claimant shall reimburse the other for his reasonable costs incurred as a result of the claim or if proceedings are initiated in terms of clause 8 for such costs as may be awarded.

5.6 Insurance for Liability and Indemnity

The Consulting Engineer agrees to arrange and maintain professional indemnity insurance cover in respect of the services provided under this agreement for the duration of the liability period in terms of clause 6.4, and in accordance with the details set down in the Specific Provisions.

**6. OBLIGATIONS OF THE CLIENT**

6.1 Information

The Client shall timeously provide to the Consultant, free of cost, all information that may be reasonably required for the provision of the Services. The Consultant shall not be entitled to rely on the accuracy and completeness of such information furnished by or on behalf of the Client.

6.2 Responsibility and Decisions

The Client shall assign competent officials be responsible personnel for all interaction with the consultant. The said officials shall give their decision on all matters properly referred to them in writing by the Consultant within (7) seven days so as not to delay the services or the Contract.

6.3 Assistance

The Client shall co-operate with the Consultant and shall not interfere with or obstruct the proper performance of the Services. The Client shall as soon as practicable:-

- (i) Authorize the Consultant to act as his agent as may be necessary for the performance of the Services.
- (ii) Provide all available documents, maps, plans, record drawings and other relevant information.
- (iii) Obtain all available approvals, licenses and permits from governmental, regional and municipal authorities having jurisdiction over the projects and associated tasks and activities.
- (iv) Designate in writing a person to act with his complete authority to give instructions for and to receive information on his behalf.

6.4 Services of Others

The Client shall at his cost engage such other Consulting Engineers and specialists as may be necessary for the proper completion of the project. The Consulting Engineer shall co-operate with such Consulting Engineers and specialists but shall not be responsible for them or for their performance.

6.5 Office space

The consultant shall provide office space for his staff in order to execute his/her duties.

6.6 Reporting arrangements

The Consultant shall report directly to the Project Manager or his/her designated official/s in all matters relating to this contract. The Consultant shall co-operate and liaise with such officials and specialists, as may be necessary to effectively complete his/her duties but shall not be responsible for them or their

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Witness 2

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Witness 1

Witness 2

performance.

#### 6.7 Notice of Change

On becoming aware of any matter which materially shall change or has changed the scope, cost or timing of the Services or the Works, or on becoming aware of any defects or deficiencies in the Services or the Works whilst in progress or still within the retention period, the Client shall give appropriate notice to the Consultant.

#### 6.8 Issue of Instructions

Where the Consultant is required to administer the work of others or of any contract on behalf of the Client, then the Client shall only issue instructions related to such work or contract through the Consultant. Further, the Client shall not enter into any agreement or contract which describes the duties of the Consultant or imposes obligations on him without first obtaining the Consultant's written agreement thereto.

#### 6.9 Occupational Health and Safety Act

For the purpose of the execution of the works by Contractors, the Consultant is required to comply with the provisions of the Occupational Health and Safety Act, Act 85 of 1993. The Client undertakes to ensure that the Technical department is well informed to manage the entire scope and contractor, who in their capacity for the execution of the works will have accepted liability to comply with the provisions of the said Act and the regulations promulgated in terms thereof.

### 7. SETTLEMENT OF DISPUTES

#### 7.1 Settlement

The parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to this agreement and may not initiate any further proceedings until either party has, by written notice to the other, declared that such negotiations have failed.

#### 7.2 Mediation

Any such dispute or claim, which cannot be settled between the parties, may be referred by the parties, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the parties and the costs of the mediation shall be borne equally between the parties.

#### 7.3 Arbitration/Litigation

If either party were unwilling to agree to mediation or be dissatisfied with the opinion expressed by the mediator or should the mediation fail then such party may:

- 7.3.1 Serve process instituting action arising out of such dispute or difference in a competent civil court; or
- 7.3.2 With the consent of the other party refer the dispute to arbitration by a single arbitrator to be mutually agreed upon. The arbitration shall be in accordance with the provisions of the Arbitration Act of 1965 as amended and shall be conducted in accordance with such procedure as may be agreed between the parties or, failing such agreement, in accordance with the Rules for the Conduct of Arbitration's published by the Association of Arbitrators current at the date the arbitrator is appointed.
- 7.3.3 Service of process under Clause 8.3.1 or referral to arbitration under Clause 8.3.2 shall take place within three calendar months of the date of notice from either party declaring that the

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settlement negotiations under Clause 8.1 have failed, or, if mediation is agreed on, within three calendar months of the date of the mediator's opinion or the date upon which the mediator declares that the mediation has failed. Claims not brought within the time periods set out herein will be deemed to be waived.

**8. PAYMENT TERMS**

- 8.1 ..... Shall submit a valid invoice to GSDM for the provision of services on monthly basis.
- 8.2 GSDM shall pay the amount charged within 30 days of the date of a valid invoice into the bank account nominated by \_\_\_\_\_.

**9. ADMINISTRATION OF THE SERVICE**

The Service Provider must ensure that they have the resources available (both staff and systems) to ensure that the professional quality of work is delivered timeously and all is thus received in good and acceptable order.

**10. CHANGE IN CIRCUMSTANCES**

If the circumstances surrounding the fulfilment of this agreement should alter the scope from those prevailing at the time of signature of this agreement, then the parties undertake to renegotiate such of the terms and provisions of this agreement as may be necessary to ensure that this agreement remains fair and equitable to each of the parties.

**11. BREACH OF AGREEMENT**

- 11.1 If a dispute arises between the parties concerning any matter relating to this agreement, then both parties shall enter into negotiations, in good faith, in order to resolve the matter.
- 11.2 If the parties are unable to resolve the matter between them, they may but are not obligated to refer the matter to arbitration. The arbitrator may in turn appoint an independent expert in the field in which the dispute has arisen, provided that both parties accept and agree on the arbitrator and his choice of independent expert and the terms and conditions of his appointment. The arbitrator shall decide the matter, and both parties shall agree to be bound by his decision.
- 11.3 In the event that the parties are unable to resolve the matter, or fail to agree on either an arbitrator or an expert, or the terms and conditions of his appointment, or if either party is in repeated breach of this agreement, then the party who has been aggrieved shall give written notice to the other party calling on it to remedy any breach of the agreement. If the other party fails to remedy the breach within 7 (seven) days of receipt of the notice, then the aggrieved party may elect to cancel the agreement, or to demand specific performance, without prejudice to its rights to claim damages and without prejudice to any other rights it may have in law.

**12. TERMINATION**

GSDM, without prejudice to any other remedy for breach of contract, by written notices sent to a panel member, may modify or terminate a contract arising from this TOR's in whole or in part:

- 12.1 If the Appointed PSP fails to deliver any or all of the services within the period(s) specified in a relevant contract, or within any extension thereof granted in writing by GSDM;
- 12.2 If the Appointed PSP fails to perform any other obligation(s) under a contract; or

PSP	Witness 1	Witness 2	Employer	Witness 1	Witness 2

12.3 If the Appointed PSP, in the judgment of the GSDM, has engaged in corrupt or fraudulent practices in competing for or in qualifying onto the panel executing the contract.

12.4 The Client may suspend all or part of the Services or terminate the agreement by notice to the Consulting Engineer who shall immediately make arrangements to stop the services and minimize further expenditure.

**13. RIGHTS AND LIABILITIES OF THE PARTIES**

Completion, suspension or termination of the agreement shall not prejudice or affect the accrued rights or liabilities of the parties.

**14. JURISDICTION**

Both Parties consent to the jurisdiction of the Magistrate's Court in respect of any action or proceedings which may be brought against either of them by the other; provided that either party shall be entitled to bring any proceedings in the High Court where such proceedings would, but for this consent, fall outside the jurisdiction of the Magistrate's Court.

**15. ADDRESS FOR RECEIPT OF NOTICES AND DOCUMENTS**

15.1 The parties choose the following as their addresses for the receipt of any notices or documents in terms of this agreement, including any documents that may be issued by a court of law:

15.2 Physical Address:

: Gert Sibande District Municipality  
: Cnr. Joubert and Oosthuise Street.  
: Ermelo

15.3 : Postal Address

: P/Bag X 1748  
: **ERMELO**  
: 2350

Fax : 017 811 1207  
Tel : 017 811 7000 / 7144

15.4 : Postal Address: (Details of the Potential Service Provider)

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

Cell:.....

15.5 Either party may change the address given above on written notice to the other, provided that the address is a physical place of business or residence, and not merely a postal address.

15.6 Every notice shall be deemed, unless the contrary is proved, to have been received: If delivered by hand, on the date of delivery;

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 15.7 If sent by prepaid registered post, 7 (seven) days after the date on which the notice is posted;
- 15.8 If sent by fax, on the first business day after the date of successful transmission of the fax.

**16. VARIATION**

No variation, alteration or consensual cancellation of this agreement shall be of any force or effect, unless in writing and signed by all of the parties.

**17. WAIVER**

No indulgence which either party may grant to the other shall constitute a waiver of any of the rights of that party, who shall not thereby be precluded from exercising any of its rights against the other party which may have arisen in the past or which might arise in the future.

**18. GENERAL**

- 18.1 Unless the context indicates otherwise the rights and obligations of any party arising from this agreement shall devolve upon and bind its successors-in-title.
- 18.2 Prior drafts of this agreement shall not be admissible in any proceedings as evidence of any matter relating to any negotiations preceding the signature of this agreement.
- 18.3 Neither party may cede or assign any of their rights or obligations in terms of this agreement to any person, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

**19. CONFIDENTIALITY AND PROTECTION OF PROPRIETARY INFORMATION**

All of the details of this Agreement shall be considered as confidential, and shall not be given in any form whatsoever to a third party, without prior written consent of the other party. This excludes any necessary information required by a third party in order to give effect to the provisions of this agreement.

**20. WARRANTY OF AUTHORITY**

- 20.1 Both parties, and the persons signing on behalf of the parties, warrant their authority to conclude this agreement.
- 20.2 Both parties further warrant that there is nothing that influence, or prevent any of the provisions of this agreement from being enforced.

**21. SEVERABILITY**

If any provision of this agreement is invalid or unenforceable for any reason, it will not thereby invalidate the whole agreement, unless the provision in question goes to the heart of the agreement. In such event, the party who is adversely affected by the invalid provision may elect to cancel the agreement; or to continue with it, or continue with it subject to agreement on any appropriate provision to replace the invalid or unenforceable one.

**22. SERVICE REQUESTS**

In support of services outlined in this Agreement, the Service Provider will respond to service requests submitted by the Employer within the following time frames:

- Within 3 (Three) Working days (during business hours).

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**23. FORMALITIES**

The parties agree that they will do all things and sign all documents necessary to give effect to the terms of this agreement.

**24. ENVIRONMENT**

The service provider shall ensure that all material, services and works supplied in terms of the contract conform to all applicable environmental legislation.

**25. WHOLE AGREEMENT**

This written agreement constitutes the entire agreement between the parties, and no representation by any of the parties or their agents, whether made prior or subsequent to the signing of this agreement shall be binding on any of the parties unless in writing and signed by the parties.

Thus done and signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Mr. CA Habile  
Municipal Manager

AS WITNESSES For: **Gert Sibande District Municipality**

1 \_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_  
**Who by his/her signature as Director warrants that he/she is duly authorised**

AS WITNESSES For: **Service Provider**

1 \_\_\_\_\_

2 \_\_\_\_\_

PSP

Witness 1

Witness 2

Employer

Witness 1

Witness 2