

GERT SIBANDE DISTRICT MUNICIPALITY



**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION
OF CIVIL, STRUCTURAL AND PLUMBING MAINTENANCE
SERVICES FOR A PERIOD OF THREE (3) YEARS
GSDM: 111/2023**

**CLOSING DATE: 28 September 2024
TENDER DOCUMENT**

Issued by:
Gert Sibande District Municipality
PO Box 1748
ERMELO

NAME OF TENDERER:

TOTAL BID PRICE (EXCL. VAT):

TOTAL BID PRICE (INCL. VAT):

PREFERENCE / BBBEE GRADING:

CENTRAL SUPPLIER DATABASE NO:

TAX COMPLIANT STATUS PIN

TABLE OF CONTENT

TENDER	4
Part A: Tendering Procedures	5
A1. Tender Notice and Invitation to Tender	5
A.2 Tender Data	9
general CONDITIONS OF the BID proposal	9
2.1 Definitions	9
2.2 INTERPRETATION	9
2.2.1 APPLICATION	9
2.2.2 LANGUAGE	10
2.2.3 GOVERNING LAW	10
2.2.4 SINGULAR, PLURAL AND GENDER	10
2.2.5 HEADINGS AND SUB-TITLES	10
2.2.6 SCHEDULE AND FORMS TO BE COMPLETED BY THE BIDDER.....	10
2.3.1 AMENDMENTS BY THE BIDDER	10
2.3.2 AMENDMENTS BY THE EMPLOYER	10
2.4 SIGNING OF BID	11
2.5 CONFIDENTIAL NATURE OF DOCUMENTS	11
2.6 COSTS INCURRED BY BIDDERS	11
2.7 ACCEPTANCE OF BID	11
2.8 PERIOD OF VALIDITY OF BIDS	11
2.9 REPUDIATION OF BID OR INVALIDATION OF CONTRACT	12
2.9.1 If the Council is satisfied that the Bidder or any person, whether an employee, partner, director, member or shareholder of the Bidder, or a person acting on behalf of or with the knowledge of the Bidder: 12	
2.9.1.1 Has offered, promised or given a bribe or other gift or remuneration or reward to any person in connection with obtaining a contract; or has acted in a fraudulent or corrupt manner in obtaining a contract; or.....	12
2.9.1.2 Has approached an officer or employee of the Council in order to influence the award of a contract in the Bidder's favour; or.....	12
2.9.1.3 Has entered into an agreement or has made an arrangement, whether legally binding or not, with another person, firm or company to:	12
2.9.1.3.2 Refrain from bidding for this Contract; or	12
2.9.1.3.2 as to the amount of the Bid to be submitted by either party;	12
2.9.1.3.3 Except only where such other person or firm is named in the Bid as a prospective member of an intended Joint Venture to be formed if the Bid is accepted by the Council; or.....	12

2.9.1.4 Has disclosed to another person, firm or company other than the Council, the exact or approximate amount of its proposed Bid, except only when:.....	12
2.9.1.4.1 the disclosure, in confidence, had been necessary in order to obtain insurance premium quotations required for the preparation of the Bid; or	12
2.9.1.4.2 such other person, firm or company is named in the Bid as a prospective member of an intended Joint Venture to be formed if the Bid is accepted by the Council;	12
2.9.2 The Council may, in addition to other legal remedies, repudiate the Bid or declare the Contract invalid if the Contract has been awarded.	12
2.10 BIDDER’ S ADDRESS FOR THE DELIVERY OF NOTICES	12
2.11 ADDITIONAL INFORMATION REQUIRED	12
2.11.1 The Council may request any Bidder to clarify any aspect of its Bid and also reserves the right to instruct a public accountant to report on the financial status of the Bidder, and the Bidder must render all reasonable assistance in such an investigation.	12
2.12 TAXES AND LEVIES.....	13
2.13 CLEARANCE FROM MUNICIPALITIES.....	13
2.14 NO ACCEPTANCE OF BIDS FROM PERSONS IN THE SERVICE OF THE STATE	13
3. SPECIAL CONDITIONS OF the BID proposal	13
4. TERMS OF REFERENCE	14
4.1 GENERAL INFORMATION	14
4.1.1 Purpose	14
4.1.2 TYPE OF CONTRACT	14
4.2 SUBMISSION OF PROPOSALS (BIDS)	15
4.2.9 The Bid proposal must be placed and sealed in an envelope clearly marked “ THE MUNICIPAL MANAGER, GERT SIBANDE DISTRICT MUNICIPALITY, GSDM: 111/2023, APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF CIVIL, STRUCTURAL AND PLUMBING MAINTENANCE SERVICES FOR A PERIOD OF THREE (3) YEARS ” and must be deposited in the bid box of Gert Sibande District Municipality situated in the reception on or before the closing date of 28 October 2024 at 12H00	15
4.2.10 Bids must be placed in the tender box of the Municipality before the Closing of Bids, situated at: 15	15
4.2.11 The bids will be opened in public.....	15
4.2.12 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.	15
4.2.13 Bids received after the Closing of Bids and time will not be considered.....	15
4.2.14 Bidders will not be permitted to alter their Bid Sum after Bids have been opened.	16
4.2.15 A Bidder may not submit more than one Conforming Bid.	16
4.2.16 The Bid must include the company profile with the completion of all the forms as provided in this bid. 16	16
4.2.17 The bid must be signed by an authorised agent.	16

4.3 BACKGROUND.....	16
4.4 SPECIFICATIONS/DELIVERABLES.....	16
SPECIAL PROPOSALS / REQUESTS BY BIDDER	21
Part B: Returnable Documents	25
FORM I: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (MBD 6.2) (NOT APPLICABLE).....	48
FORM J: CONTRACT FORM – (i) PURCHASE OF GOODS/WORKS.....	48
(ii) CONTRACT FORM - RENDERING OF SERVICES	50
(I): PRICE ADJUSTMENTS.....	64
(II) BILL OF QUANTITIES/ PRICING SCHEDULE	66
FORM N: AGREEMENT AND CONTRACT DATA.....	82
FORM OF OFFER AND ACCEPTANCE	82

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 L

***Part A: Tendering Procedures**

A1. Tender Notice and Invitation to Tender

Tenders are hereby invited from experienced vendors for the **GSDM: 111/2023, APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF CIVIL, STRUCTURAL AND PLUMBING MAINTENANCE SERVICES FOR A PERIOD OF THREE (3) YEARS. cidb contractor grading of 3SO or higher.**

Tender documents will be obtainable as from **27 September 2024**. Documents can be obtained during normal working hours which are 07h30 - 16h30 Mondays to Thursdays and 07h30 to 13h30 on Fridays. **This bid document is also available at no cost on the e-Tender Website at <http://www.etenders.gov.za/content/advertised-tenders>.**

Duly completed tenders enclosed in a sealed envelope marked **“TENDER NO: GSDM: 111/2023, APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF CIVIL, STRUCTURAL AND PLUMBING MAINTENANCE SERVICES FOR A PERIOD OF THREE (3) YEARS; CLOSING DATE: 28 October 2024 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.

Technical queries may be directed to **Mr. Johan Du Plooy** on **017 801 7119** or email: records@gsibande.gov.za

Tender documents enquiries may be directed to **Mr. Lucky Mbuyane** on **017 801 7155** or email records@gsibande.gov.za.

There will be **no** compulsory clarification briefing. All tenders will be subjected to functionality evaluation. The 80/20-point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Policy Framework Act, Act No 5 of 2000; Section 2(1)(d)(i), Preferential Procurement Regulation 2022. and as in line with Gert Sibande District Municipality SCM policy. 80 points will be allocated in respect of price and 20 points of GSDM specific goals. All bidders must be registered on the Central Supplier Database (CSD).

Tenderers must have the necessary skills, experience and capacity to perform the required work.

The closing date and time for the tender is **28 October 2024 at 12h00**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders are valid for a period of 90 days after the closing date.

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.

Mr. CA HABILE

MUNICIPAL MANAGER

[MBD1] PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (GERT SIBANDE DISTRICT MUNICIPALITY)					
BID NUMBER:	GSDM: 111/2023	CLOSING DATE:	28 October 2024	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF CIVIL, STRUCTURAL AND PLUMBING MAINTENANCE SERVICES FOR A PERIOD OF THREE (3) YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Corner of Joubert and Oosthuise Street					
Ermelo, 2350					
Tender Box Situated at Main Entrance- Reception of Gert Sibande District Municipality					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

GERT SIBANDE DISTRICT MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF CIVIL, STRUCTURAL AND PLUMBING
MAINTENANCE SERVICES FOR A PERIOD OF THREE (3) YEARS

GSDM: 111/2023

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES, ANSWER PART B:3]</p>
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED:			
<p>_____</p>			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Finance- SCM Unit	CONTACT PERSON	Mr. Johan Du Plooy
CONTACT PERSON	Mr. L Mbuyane	TELEPHONE NUMBER	017 801 7119
TELEPHONE NUMBER	017 801 7155	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	records@gsibande.gov.za
E-MAIL ADDRESS	records@gsibande.gov.za		

**PART B
 TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, ACT No 5 of 2000; Section 2(1)(d)(i) AND THE PREFERENTIAL PROCUREMENT REGULATIONS 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
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.
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.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
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.	

**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:

A.2 Tender Data

GENERAL CONDITIONS OF THE BID PROPOSAL

2.1 Definitions

In these Conditions of Bid, words and expressions shall have the meanings assigned to them in the various parts of the Bid Documents and in addition, the following words and expressions shall have the meanings assigned to them hereunder:

Words and Expressions	Meaning
"Addendum" and "Addendum to Bid"	any document so entitled and pertaining to the Bid, as may be issued by the Council to prospective Bidders at any time prior to the Closing of Bids
"Authorised"	by or with the prior written instruction, consent or approval of the Council and "unauthorised" means the converse.
"Closing of Bids"	the time and date before which Bids must be received by the Council and after which no further Bids will be accepted by the Council.
"Conforming Bid"	a bid which is strictly in accordance with the Bid Documents in all respects, without variation, addition, omission or qualification whatever.
"Bidder"	any person, firm, or juristic party which submits a Bid to the Council in response to the Invitation issued or published by the Council inviting the submission of Bids.
"Bid Period"	the period between the issue by the Council, of an invitation to submit Bids for the project or the issue of the Bid Documents, whichever is the earlier, and the Closing of Bids.
brand names, trademarks, names, patent or producer,	Any reference in circumstances to brand names, trademarks, names, patent or producer, implies to be followed by the word " or similar" or " or equivalent".

2.2 INTERPRETATION

2.2.1 APPLICATION

These Conditions of Bid govern the submission and adjudication of proposals and the acceptance by the Council of any proposal. They shall not form part of nor be interpreted or construed as forming part of any subsequent Contract as may result from the acceptance by the Council of any Bid received, nor shall these Conditions of Bid have any force or significance in any such subsequent Contract.

2.2.2 LANGUAGE

These Conditions of Bid shall be interpreted in the English language.

2.2.3 GOVERNING LAW

All Bids, as well as the adjudication thereof and the acceptance of any bid shall be subject to the law of the Republic of South Africa.

2.2.4 SINGULAR, PLURAL AND GENDER

In these Conditions of Bid, words importing the singular include the plural and words imparting the masculine include the feminine and neuter and vice versa where the context requires.

2.2.5 HEADINGS AND SUB-TITLES

The clause headings and sub-titles in these Conditions of Bid shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction thereof or of the Conditions of Bid.

2.2.6 SCHEDULE AND FORMS TO BE COMPLETED BY THE BIDDER

2.2.6.1 Bidders must complete the proposal Documents where entries by the Bidder are required, in indelible black ink, and notice must be taken that tip-ex or any other corrective measures may not be used in the document.

2.2.6.2 All alterations must be initialled by the authorised submitter.

2.3 AMENDMENTS TO THE BID DOCUMENTS

2.3.1 AMENDMENTS BY THE BIDDER

2.3.1.1 Bidders shall not make any unauthorised amendment or addition to any part of the text or content of the proposal Documents. If any such unauthorised amendments, alterations or additions are made by the Bidder, these will be deemed to be of no force or significance in the Bid and will be ignored in the evaluation and adjudication of the Bid.

2.3.1.2 Any point of difficulty in the interpretation of the Bid Documents must be clarified with the Council as early as possible during the Bid Period. If a query by any Bidder is found to be of significance, the Council will inform all Bidders accordingly as soon as possible.

2.3.2 AMENDMENTS BY THE EMPLOYER

2.3.2.1 The Council shall be entitled, at any time prior to the Closing of Bids, to make any variation, amendment or addition to, or omission from the Bid Documents, including to the time and date set for the Closing of Bids, by the issuing of an Addendum (or Addenda).

2.3.2.2 Any Addendum so issued shall be deemed to form part of the Bid Documents and shall be communicated in writing to all parties who have acquired the Bid Documents from the Council. Prospective Bidders shall comply in all respects with the content of any such Addendum and failure to do so will render any Bid subsequently submitted, as invalid.

2.3.2.3 No variation by the Council of the Bid Documents will be of any force or effect unless set out in an Addendum as described above, despite the fact that a variation of or amendment to the Bid Documents may have been implied in or may reasonably be inferred from any other document issued or statement made by the Council.

2.4 SIGNING OF BID

The Bid must be signed in the presence of the subscribing witnesses, by the person named in the form entitled "Authority of Signatory" in the section "Forms to be Completed by the Bidder" of the Bid Documents, as duly authorised by the Bidder to do so.

2.5 CONFIDENTIAL NATURE OF DOCUMENTS

The content of the Bid Documents is private and confidential and Copyright in every aspect thereof remains vested in the Council. Recipients of the Bid Documents shall not be entitled to utilise the Bid Documents or any part of the content thereof for any purpose whatsoever, other than for the preparation and submission of their Bid and shall, whether a Bid is submitted or otherwise, treat the details of the documents as private and confidential.

2.6 COSTS INCURRED BY BIDDERS

The Council will neither be responsible for nor pay for any costs whatever, incurred by any Bidder or any recipient of the Bid Documents in preparing a Bid, nor in providing any such further information pertaining to the Bid as may be required by the Council or in terms of these Conditions of Bid.

2.7 ACCEPTANCE OF BID

The Council is not bound to accept any Bid or the lowest bid sum offered, and reserves the right to award in part or in whole.

2.8 PERIOD OF VALIDITY OF BIDS

2.8.1 Proposals shall remain valid and open for acceptance by the Council for a period of three (3) months after Closing of Bids.

2.8.2 Prices must be firm during this period and not linked to any exchange rate whatsoever.

2.9 REPUDIATION OF BID OR INVALIDATION OF CONTRACT

2.9.1 If the Council is satisfied that the Bidder or any person, whether an employee, partner, director, member or shareholder of the Bidder, or a person acting on behalf of or with the knowledge of the Bidder:

2.9.1.1 Has offered, promised or given a bribe or other gift or remuneration or reward to any person in connection with obtaining a contract; or has acted in a fraudulent or corrupt manner in obtaining a contract; or

2.9.1.2 Has approached an officer or employee of the Council in order to influence the award of a contract in the Bidder's favour; or

2.9.1.3 Has entered into an agreement or has made an arrangement, whether legally binding or not, with another person, firm or company to:

2.9.1.3.1 Refrain from bidding for this Contract; or

2.9.1.3.2 as to the amount of the Bid to be submitted by either party;

2.9.1.3.3 Except only where such other person or firm is named in the Bid as a prospective member of an intended Joint Venture to be formed if the Bid is accepted by the Council; or

2.9.1.4 Has disclosed to another person, firm or company other than the Council, the exact or approximate amount of its proposed Bid, except only when:

2.9.1.4.1 the disclosure, in confidence, had been necessary in order to obtain insurance premium quotations required for the preparation of the Bid; or

2.9.1.4.2 such other person, firm or company is named in the Bid as a prospective member of an intended Joint Venture to be formed if the Bid is accepted by the Council;

2.9.2 The Council may, in addition to other legal remedies, repudiate the Bid or declare the Contract invalid if the Contract has been awarded.

2.10 BIDDER'S ADDRESS FOR THE DELIVERY OF NOTICES

Each Bidder shall, indicate a place in the Republic of South Africa and specify it in the "Bidders Particulars" form, where legal process and all notices pertaining to the Bid may be delivered to him. Such address shall not be a postal box, private bag or electronic address, but shall be the address of a physical location within South Africa (e.g. street address, property/stand number or farm name etc.).

2.11 ADDITIONAL INFORMATION REQUIRED

2.11.1 The Council may request any Bidder to clarify any aspect of its Bid and also reserves the right to instruct a public accountant to report on the financial status of the Bidder, and the Bidder must render all reasonable assistance in such an investigation.

2.11.2 The additional information so obtained, as well as all written information submitted by the Bidder with and in support of its Bid, will be considered to form the basis on which the Bid has been prepared and submitted.

2.12 TAXES AND LEVIES

The bidder must submit with this bid an original and valid Tax Pin from the South African Revenue Services (SARS).

2.13 CLEARANCE FROM MUNICIPALITIES

The contractor must provide clearance from the municipality where they are based indicating that they are not in arrears with regard to their respective municipal services accounts.

2.14 NO ACCEPTANCE OF BIDS FROM PERSONS IN THE SERVICE OF THE STATE

2.14.1 No bids will be considered from persons in the service of the state

2.14.1.1 MSCM Regulations: "in the service of the state" means to be –

2.14.1.1.1 a member of any municipal council;

2.14.1.1.2 a member of any provincial legislature; or

2.14.1.1.3 a member of the national Assembly or the national Council of provinces;

2.14.1.1.4 a member of the board of directors of any municipal entity;

2.14.1.1.5 an official of any municipality or municipal entity;

2.14.1.1.6 an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

2.14.1.1.7 a member of the accounting authority of any national or provincial public entity; or

2.14.1.1.8 an employee of Parliament or a provincial legislature.

3. SPECIAL CONDITIONS OF THE BID PROPOSAL

3.1 The transaction shall be subject to any stipulations in any Act, Ordinance or By-law pertaining thereto.

3.2 No proposals by any person that is not competent to enter into an agreement will be considered and if it is established that it is the case, the contract agreement in this regard will be considered null and void by Council.

3.3 Disputes must be settled by means of mutual consultation, mediation (with or without legal representation) or when unsuccessful, in a South African court of law on an attorney and client scale.

3.4 Should any legal action be deemed necessary to determine any aspect arising out of these conditions or to enforce any rights in terms of these conditions, then and in that event the parties hereto agree categorically to the jurisdiction of the Magistrate's Court to hear such action and to pass

judgment notwithstanding the fact that the cause of action is beyond the jurisdiction of the Court: Provided always that Council shall have the right in its sole discretion to take action in any competent higher court in any matter exceeding the ordinary jurisdiction of the Magistrate's Court.

3.5 Council reserves the right to accept any cost proposal in a bid submitted or part thereof and will not be obliged to accept the lowest bid price submitted in a bid OR any cost proposal submitted.

3.6 Council reserves the right to alter quantities based on the supplied rates.

3.7 All Bids will be adjudicated in terms of the Gert Sibande District Municipality's SCM Policy and in compliance with the criteria as set out in the Procurement Policy Framework Act, Act No 5 of 2000; Section 2(1)(d)(i), Preferential Procurement Regulation 2022.

3.8 The successful bidder(s) must accept to make good or reimburse the Council on all damages or repairs that arise from the actions in executing this bid award.

3.9 The successful bidder(s) must accept to remove all equipment, restore the system(s) to the original state(s) at their own costs and and/or reimburse the Council in full in the event of failing to deliver as proposed in this bid.

3.10 The successful bidder(s) will at all times report to and obey the instructions of the Council's representative in relation to this bid.

3.11 Any variation to the execution in terms of this bid must be by mutual agreement by all parties concerned and served with official notices in writing.

4. TERMS OF REFERENCE

PROSPECTIVE BIDDERS ARE HEREBY INVITED TO SUBMIT PROPOSALS FOR THE
**GSDM: 111/2023, APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF
CIVIL, STRUCTURAL AND PLUMBING MAINTENANCE SERVICES FOR A PERIOD OF
THREE (3) YEARS.**

4.1 GENERAL INFORMATION

4.1.1 Purpose

4.1.1.1 The Gert Sibande District Municipality is in need to appoint a Service Provider for the Provision of Civil, Structural and Plumbing Maintenance Services for a period of three (3) years.

4.1.2 TYPE OF CONTRACT

4.1.2.1 The contract will be to render the provision of Civil, Structural and Plumbing Maintenance Services at Gert Sibande District Municipality's Building for a period of three (3) years.

4.2 SUBMISSION OF PROPOSALS (BIDS)

4.2.1 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.

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

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

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

4.2.5 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.

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

4.2.7 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.

4.2.8 The proposal document and all Addenda as may have been issued by the Council, duly signed, by an authorised 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.

4.2.9 The Bid proposal must be placed and sealed in an envelope clearly marked "**THE MUNICIPAL MANAGER, GERT SIBANDE DISTRICT MUNICIPALITY, GSDM: 111/2023, APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF CIVIL, STRUCTURAL AND PLUMBING MAINTENANCE SERVICES FOR A PERIOD OF THREE (3) YEARS**" and must be deposited in the bid box of Gert Sibande District Municipality situated in the reception on or before the closing date of **28 October 2024 at 12H00**.

4.2.10 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

4.2.11 The bids will be opened in public.

4.2.12 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.

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

- 4.2.14 Bidders will not be permitted to alter their Bid Sum after Bids have been opened.
- 4.2.15 A Bidder may not submit more than one Conforming Bid.
- 4.2.16 The Bid must include the company profile with the completion of all the forms as provided in this bid.
- 4.2.17 The bid must be signed by an authorised agent.

4.3 BACKGROUND

Gert Sibande District Municipality (GSDM) consists of four (4) Sub-Districts (Disaster Management Centres), that are in different towns under GSDM jurisdiction namely Mkhondo LM, Chief Albert Luthuli LM, Dr Pixley Ka-Isaka Seme LM, Dipaleseng LM and there are also two Buildings located in Msukaligwa LM GSDM Main Office and GSDM Water Quality Laboratory.

In 2020/2021 financial year, GSDM appointed a Service Provider to assist the District with a provision of routine maintenance services for a period of three (3) years. The existing contract is expiring in September 2024.

For GSDM to minimise the interruption of daily works occurs to the above-mentioned buildings, routine maintenance services' plan must be in place, hence GSDM is looking to appoint a competent Service Provider to assist with a maintenance. Contract will be based on the quotation request by the GSDM as and when required.

4.4 SPECIFICATIONS/DELIVERABLES

The specifications shall entail the following: GSDM: 111/2023, APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF CIVIL, STRUCTURAL AND PLUMBING MAINTENANCE SERVICES FOR A PERIOD OF THREE (3) YEARS

4.4.1 EMPLOYERS OBJECTIVES

- **Strategic Objective**

The strategic objective of this assignment is for the appointment of a service provider that will provide a professional and well managed Civil, Structural and Plumbing Maintenance Service for all the Disaster Management Centers, GSDM Main Office and GSDM Water Quality Laboratory. This will be strictly in the line with the requirements as set out in this document.

- **Project Objective**

The objective of this project is for the rendering of Civil, Structural and Plumbing Maintenance Services for all the Disaster Management Centers, GSDM Main Office and GSDM Water Quality Laboratory at Gert Sibande District Municipality.

4.4.2 LOCATION OF THE PROJECT

The overall project includes for following facilities which are located as follows:

- GSDM Water Quality Laboratory building in Msukaligwa LM

- GSDM Disaster Management Centre in Chief Albert Luthuli LM
- GSDM Disaster Management Centre in Dr Pixley Ka-Isaka Seme LM
- GSDM Disaster Management Centre in Dipaleseng LM
- GSDM Disaster Management Centre in Mkhondo LM
- GSDM Main Offices in Msukaligwa LM

4.4.3 PROJECT SCOPE OF WORK

The summarized scope of works in respect of this assignment includes for the maintenance of the following:

- All internal Civil, Structural & Plumbing installations to the above facilities
- All external Civil, Structural & Plumbing installations to the above facilities

Scope of Work

The successful service provider will be responsible for the maintenance as follows:

4.4.3.1 PREVENTATIVE MAINTENANCE

- The bidder will be responsible for the Preventative Maintenance of the Civil, Structural & Plumbing Installations as per the listed schedules bi-annually.
- The bidder shall report any trends detected that reflect system or equipment degradation, loss of performance, or frequency of failure to the Gert Sibande District Municipality.
- Preventative Maintenance shall comply with the Maintenance Specific Activity Schedules contained in this document – see Schedule A on page 19.
- The bidder shall arrange with the Gert Sibande District Municipality and obtain approval for date, time, and duration when equipment or systems shall be out of service for the purpose of performing Preventative Maintenance.
- In the event of repairs having to be carried out which does not form part of Preventative Maintenance, the need for such repairs shall be reported to the Gert Sibande District Municipality for further instructions.

4.4.3.2 AD HOC REQUESTS / CALL OUTS

- The contractor shall have a 24/365 call out facility.
- The maximum response time which the contractor must respond to a call must be as follows:
 - Critical (Civil Structural, Plumbing, or other failure) – Within eight (8) hours from notification.
 - Non-Critical (Civil Structural, Plumbing, or other failure during routine testing / inspection) – within twenty-four (24) hours from notification.
- If the above response times is not adhered to it may attract a penalty as set out below

- Repair materials required for ad hoc requests must be quoted for and approved by the Gert Sibande Municipality before the service is rendered.
- The Contractor shall ensure that standby arrangements for emergency call outs are always in place with contact details of the technicians on standby.

4.4.3.3 PENALTY REGIME

The following penalties will apply in the event of any breach in terms of call-out response times:

Priority level	Response Time	Penalty Fee After Response Time
Critical	8 hours	5% of the total invoice amount for delayed response linked to a 15-minutes interval after the initial / permissible 2 hours e.g., a penalty of 5% will be attracted if response is confirmed between 121-136 minutes, and will accumulate by 5% for every 15-minutes interval etc.
Non- Critical	24 hours	2% of the total invoice amount for delayed response linked to a 30-minutes interval after the initial/ permissible 4 hours

Note: Penalty fees are capped at 25% of the total invoiced amount.

4.4.3.4 MAINTENANCE STAFF

- The contractor shall employ and manage his Maintenance Staff to ensure timely and efficient execution of the Works with minimum interruption to the Gert Sibande District Municipality.
- Technician and any other staff member working at the Gert Sibande District Municipality must be issued with safety clothing with the company’s name clearly visible.
- Maintenance Staff must be fully trained to:
 - Perform the maintenance services.
 - Do fault finding.
 - Capable of doing repairs on all the equipment.
 -

NOTE: All nominated, selected and direct sub-contractors shall be deemed to be employees of the contractor.

4.4.3.5 **MEETINGS**

- The appointed service provider shall attend Maintenance Co-ordination meetings and any other meetings called by the Gert Sibande District Municipality where applicable.

4.4.3.6 **MAINTENANCE SCHEDULE**

- In the event of any delays against the programme the contractor shall expedite the maintenance work to make up any delays.
- The bidder shall deploy sufficient staff on the contract to ensure completion of the works within programme and within normal working hours.
- Normal working hours will be from 08H00 to 16H30 Monday to Thursdays and 07:30 to 14H00 for Fridays excluding Public Holidays.

Below is the maintenance service schedule (Schedule A) that the appointed service provider will have to comply with when providing this service:

MAINTENANCE SERVICE SCHEDULE: SCHEDULE A

	Activities
Preventative Maintenance	
Preventative maintenance schedules to perform the following:	
Perform Visual Inspection of all offices	•
Perform Visual inspection of all other facilities (areas)	•
Perform replacement and maintenance as needed in accordance with procurement procedures	•
Deliver Site Report with service recommendations	•
Call Outs, Assessments and Diagnosis	
Labour and travel for call outs during office hours.	•
8hr response.	•
Parts and Remedial services	
Labour and travel to perform remedial services	•
8hr response.	•
Perform replacement and maintenance as needed in accordance with procurement procedures	•
Root Cause Analysis	•

4.4.3.7 **PROJECT TIMELINES**

- The appointed service provider(s) will be required to start immediately after signing the contract and provide the services for a period of one (1) year, subject to quarterly review of service provider's performance. The Gert Sibande District Municipality reserves the right to extend the term of appointment for a longer period but not beyond two (2) years.
- It is of paramount importance that a specialist supplier be selected for this project as a Maintenance Contract and or warranty for the equipment is needed. Procurement through a third party will not be feasible as maintenance and warrantees cannot be seeded to a second party.

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.

FUNCTIONALITY EVALUATION

Functionality

The criteria for functionality are kept to the essential so as not to render the evaluation a mechanical exercise but rather a professional assessment. A few pointers are, however, relevant:

- ❑ **Traceable Project Experience of a Company** refers to previous relevant projects and overall track record of experience by the company.
- ❑ **Qualifications** refers to the qualifications of the specific persons that form part of the team that will physically be performing the scope of work, e.g., Artisans, Works Foreman etc.
- ❑ **Experience** refers to the experience of the specific persons that form part of the team that will physically be performing the scope of work, e.g., Artisans, Works Foreman etc.

A separate bound document detailing all the information as requested in the Evaluation Criteria for Functionality should be submitted in order to claim points in this regard. This will be an addendum to the Bid Document and should detail the methodology, project plan, organogram, curriculum vitae of the project team, company experience, programme, quality plan etc as may be necessary.

All proposals will be evaluated in terms of functionality with maximum of **60** functionality points. All proposals meeting minimum scores of **36 points (i.e.,60%)** will be considered for the next and final evaluation stage whereby proposals will be evaluated in terms of price and the applicable procurement system depending on the bid price. The preferential points are allocated in accordance with the Preferential Procurement Regulations

FUNCTIONALITY CRITERIA SCHEDULE

Key aspect of criterion	Evaluation criterion	Remarks	Points	Maximum Awarded points	Bidders Scores
Traceable project experience by Company. Provide details of company together with contact details of projects indicated for reference processes. Attach a purchased order or appointment letter or Completion certificate.	Provided at least 4-5 traceable Civil, Structural & Plumbing Maintenance projects of similar nature in the past 5 years. Working with municipalities will be added as an advantage	Good	20	20	
	Provided at least 2-3 traceable Civil, Structural & Plumbing Maintenance projects of similar nature in the past 5 years. Working with municipalities will be added as an advantage	Fair	8		
	Provided no traceable similar Civil, Structural & Plumbing Maintenance projects.	Poor	0		
Individual Qualifications (e.g., NQF Level four) and competence of key staff (Artisan etc.) attach original certified copy of qualifications.	National Diploma in Civil Engineering/Plumbing.	Good	20	20	
	Certificate in Civil Engineering/Plumbing.	Fair	8		
	No formal qualification.	Poor	0		
Individual experience. attach Curriculum Vitae (CV)	At least 4-5 years' experience in the installation or maintenance of Civil, Structural & Plumbing systems.	Good	20	20	
	At least 2-3 years' experience in the installation or maintenance of Civil, Structural & Plumbing systems.	Fair	8		
	No experience.	Poor	0		
Total				60	

Part B: Returnable Documents

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.

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

<u>MBD 1: INVITED TO BID (Compulsory)</u>	06
<u>Form A: Declaration of Bidder’s Past Supply Chain Management Practices</u>	27
<u>Form B: Declaration of Interest(Compulsory)</u>	29
<u>Form C: Authority of Signatory(Compulsory)</u>	33
<u>Form D: SARS Declaration of Good standing (CSD Registrered)(Compulsory)</u>	36
<u>Form E: Financial References / Bank Details</u>	38
<u>Form F: Municipal Utility Account (Compulsory)</u>	40
<u>Form G: Preference Schedule</u>	42
<u>Form H: Contract Form</u>	48
<u>Form I: Certificate of Independent Bidder Dertemination</u>	56
<u>Form J: Declaration of Procurement above 10 Million</u>	61
<u>Form K: Pricing Schedule / Bill of Quantities(Compulsory)</u>	64
<u>Form L: Form of Offer (Compulsory)</u>	82

Note: A separate bound document detailing all the information as requested in the Evaluation Criteria for Functionality should be submitted in order to claim points in this regard. This will be an addendum to the Bid Document and should detail the methodology, project plan, organogram, curriculum vitae of the project team, company experience, programme, quality plan etc as may be necessary.....23

**ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT
WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – MBD 1:**

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 (Compulsory)

FORM A: 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 (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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	Yes <input type="checkbox"/>	No <input type="checkbox"/>

	any other municipality / municipal entity, that is in arrears for more than three months?		
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

FORM B: DECLARATION OF INTEREST

1 Any legal person, including persons employed by the State¹, or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹“State” means:

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

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

2.9.1 If so, furnish particulars:

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

2.10.1 If so, furnish particulars:

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

2.11.1 If so, furnish particulars:

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Personal Number

3. DECLARATION

I, the undersigned (name) _____
 certify that the information furnished in paragraphs 2 and 3 above is correct.

I accept that the state may reject the bid or act against me in terms of paragraph 23 of the general conditions of contract should this declaration prove to be false.

 Signature

 Date

 Position

 Name of bidder

FORM C: 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)

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:

**GSDM: 111/2023, APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF CIVIL,
STRUCTURAL AND PLUMBING MAINTENANCE SERVICES FOR A PERIOD OF THREE (3)
YEARS**

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: _____

AS WITNESSES: 1. _____

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: _____
		Signature: _____ Name: _____ Designation: _____
		Signature: _____ Name: _____ Designation: _____
		Signature: _____ Name: _____ Designation: _____

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

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

- 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)

FORM D: 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.

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

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

FORM E: 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.

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

Name of Tenderer: _____

Date: _____

Signature: _____

Full name of signatory: _____

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

- 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)

FORM F: MUNICIPAL UTILITY ACCOUNT

DECLARATION BY THE TENDERER

I the undersigned _____

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

**GSDM: 111/2023, APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF CIVIL,
STRUCTURAL AND PLUMBING MAINTENANCE SERVICES FOR A PERIOD OF THREE (3) YEARS**

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

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

- 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)

FORM G: PREFERENCE SCHEDULE

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the

conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

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

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

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

- B-BBEE Certificate or Sworn Affidavit (Compulsory)

FORM H: 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: 111/2023** 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

Witnesses
1.....
2.....
DATE:

(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: 111/2023** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
8. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) Bidding documents, viz
 - Invitation to bid;
 - 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 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
10. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
12. I confirm that I am duly authorised to sign this contract.

**NAME
(PRINT)**

CAPACITY

SIGNATURE

**NAME OF
FIRM**

DATE

Witnesses
1
2
DATE:

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity asaccept your bid under reference number **GSDM: 111/2023** dated **28 October 2024**,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)
GSDM: 111/2023, APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF CIVIL, STRUCTURAL AND PLUMBING MAINTENANCE SERVICES FOR A PERIOD OF THREE (3) YEARS				

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

SIGNED ATON THISDAY..... OF 2024

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

(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: 111/2023** 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 authorised to sign this contract.

**NAME
(PRINT)**

CAPACITY

SIGNATURE

**NAME OF
FIRM**

DATE

Witnesses

1.....

2.....

DATE:

(ii) CONTRACT FORM - SALE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE SELLER)

1. Iin my capacity asaccept your bid under reference number **GSDM: 111/2023** dated **28 October 2024** 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 authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE.....

FORM I: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging) ² Collusive bidding is a 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:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

GSDM: 111/2023:

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF CIVIL, STRUCTURAL
AND PLUMBING MAINTENANCE SERVICES FOR A PERIOD OF THREE (3) YEARS**

(Bid Number and Description)

in response to the invitation for the bid made by:

GERT SIBANDE DISTRICT MUNICIPALITY

(Name of Municipality / Municipal Entity)

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

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

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

with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 9 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

Position

Name of bidder

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

FORM J: 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
 - 1.1. 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.
2. 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
 - 1.2. 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.
 - 1.3. If yes, provide particulars.
.....
.....
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? YES / NO
 - 1.4. If yes, furnish particulars
.....
.....
.....
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? YES / NO
 - 1.5. If yes, furnish particulars
.....
.....

.....

.....

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

NOT APPLICABLE

**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.

NOT APPLICABLE

**FORM K: 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: 111/2023	Closing Time: 12h00	Closing Date: 28 October 2024

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

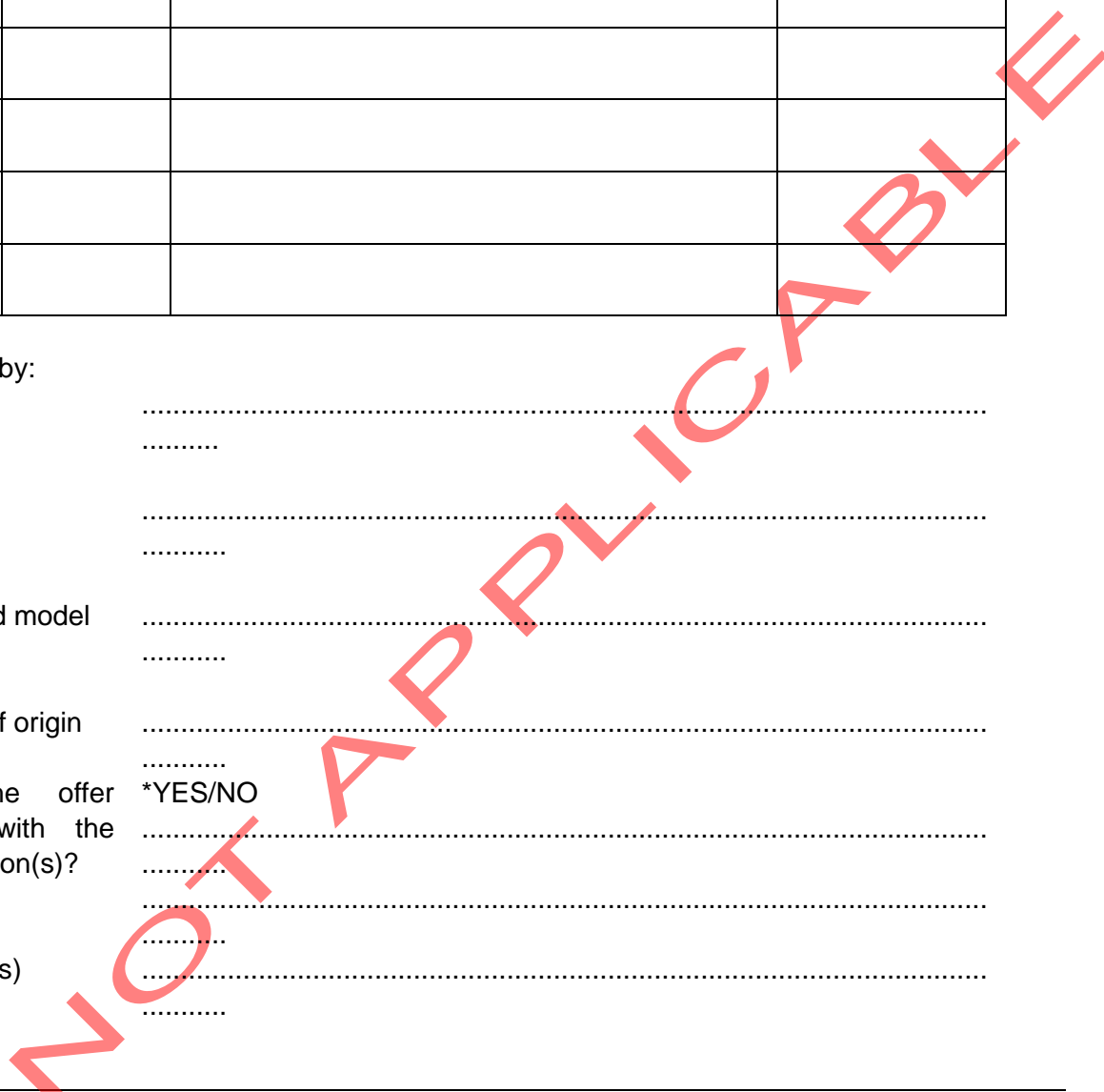
.....

Does the offer comply with the specification(s)?

*YES/NO

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

NOT APPLICABLE

(I): PRICE ADJUSTMENTS

Name of Bidder:		
Bid #: GSDM: 111/2023	Closing Time: 12h00	Closing Date: 28 October 2024

A: NON-FIRM PRICES SUBJECT TO ESCALATION:

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

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

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price**
- D1, D2 = Each factor of the bid price 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

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

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

- 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:

5. 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

6. 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

(II) BILL OF QUANTITIES/ PRICING SCHEDULE

PRICING INSTRUCTIONS

With reference to the Scope of Works for this project (refer to page 16 in the document), the Employers Objectives to be read together with the Location of the project/s and the summarized Project Scope of Work.

Further to the above, the schedule of quantities shall be read in conjunction with all the tender documentation i.e., Conditions of tendering, Special Conditions of Contract Specification (as may be applicable).

NB. The appointment for this assignment will be for a period of 36 months from the date of appointment, however it is stressed that the schedule of quantities for this assignment is based on a call out rate based on the indicated hours for all building facilities for the appointment period.

The schedule of quantities include as far as can be determined the entire scope of the assignment which the Service Provider is likely to be called upon to perform or supply.

The prices and rates to be inserted in the schedule of quantities are to be the full inclusive value of the work described under the several items, including all costs and expenses which may be required in the work described together with all general risks, inabilities and obligations set forth or implied in the documents on which the tender is to be based. Where special risks, liabilities and obligations cannot be dealt with as above, then the price thereof is to be stated separately. Value Added Tax (VAT) shall not be included in the individual rates but is to be added as a total at the end of the summary.

A price or rate is to be inserted against each item in the schedule of quantities, whether quantities are stated or not. Items against which no price is entered are to be considered as covered by the prices or rates in the schedule.

The tendered unit prices will be deemed to apply to any changes in quantity that may be necessary. All unit prices, extensions and totals must be filled in, in black ink.

NB. It is a requirement that that the Rates/Amounts to be entered in the schedule of quantities, is to include for any costs that may be applicable to this project. NB. No additional costs for the items will be considered.

Notwithstanding the acceptance by the GSDM of a tender submitted, a formal quotation based on the accepted tender will be required from the appointed service provider for each task to be performed, where after an official order will be issued by the GSDM to the service provider, prior to any of the work being commenced with. It is stressed that the GSDM will not be under any obligation to settle a claim if the correct procedures were not adhered to.

Further to the above, it is noted that all materials required for general and/or emergency work as requested by the GSDM in respect of this assignment must be authorized by way of an official order or communiqué, prior to any work commencing.

SCHEDULE OF QUANTITIES**SECTION 1: PLUMBING**

GSDM Main Building- Msukaligwa LM

GSDM Water Quality Laboratory- Msukaligwa LM

Sub- Districts: Disaster Management Centre – Chief Albert Luthuli LM

Disaster Management Centre – Dipaleseng LM

Disaster Management Centre – Mkhondo LM

Disaster Management Centre – Dr Pixley Ka-Isaka Seme LM

N.B. The schedule below indicates the Civil, Structural & Plumbing fittings/equipment etc. as being installed/fitted in the above buildings and is reproduced for reference purposes and pricing.

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.1	SOIL DRAINAGE				
1.1.1	uPVC pipes vertically or ramped to cleaning eyes etc. (each Excavation)	m	1	R	R
1.1.2	110mm Pipes in and including trenches each exceeding 1m deep	m	1	R	R
1.1.3	Extra over 110mm diameter upvc piping for fittings				
1.1.3.1	Bend	No	1	R	R
1.1.3.2	Access junction	No	1	R	R
1.1.3.3	Rodding eye	No	1	R	R
1.1.3.4	Supply and deliver Gerberit toilet seat (including Cirsten)	No	1	R	R
1.1.3.5	Supply and deliver Paraplegic toilet set	No.	1	R	R
1.1.3.6	Supply and deliver toilet seat	No.	1	R	R
1.1.4	uPVC Gulleys				
1.1.4.1	Dished gulley trap assembly with head, grid and concrete surround	No	1	R	R
Sub-Total (Section 1.1)				R	R
1.2	TAPS, VALVES ETC				
1.2.1	"Cobra Watertech				
1.2.1.1	Basin spout, pillar type (DA-066TUPT210)	No	1	R	R
1.2.1.2	Wash hand basin stop tap (VIC-R8-15CP)	No	1	R	R
1.2.1.3	Walcro urinal flushing valve(150BUR)	No	1	R	R
1.2.1.4	Valve Flush Electronic Cobra Cobra Tron EL 3004 with Sensor and Power Supply for Urinary Chrome	No.	1		
1.2.1.5	One hole sink mixer with aerated swivel mixer star 296.1/2" BSP female inlet.	No	1	R	R
1.2.1.6	Stainless steel-customised kitchen mixer (FX-100) with a swivel outlet and a spring with a hand spray.	No	1	R	R
1.2.1.7	Shower head KP2.6	No	1	R	R
1.2.1.8	Bib tap Star 206-15.	No	1	R	R
1.2.1.9	Pillar tap Star 211-15,1/2" BSP male inlet	No	1	R	R
1.2.1.10	Shower rose	No	1	R	R
1.2.1.11	Shower arm	No	1	R	R
Sub-Total (Section 1.2)				R	R

1.3	SANITARY PLUMBING				
1.3.1	uPVC pipes for above ground installations				
1.3.1.1	40mm Pipes	m	1	R	R
1.3.1.2	110mm Pipes	m	1	R	R
1.3.2	Extra over 40mm diameter upvc piping for above ground fittings				
1.3.2.1	Access bend	No	1	R	R
1.3.2.2	Access junction	No	1	R	R
1.3.2.3	Male adapter	No	1	R	R
1.3.3	Extra over 110mm diameter upvc piping for above ground fittings				
1.3.3.1	Bend	No	1	R	R
1.3.3.2	Access bend	No	1	R	R
1.3.3.3	Access junction	No	1	R	R
1.3.3.4	Straight pan connector each	No	1	R	R
1.3.3.5	Two-way PVC vent valve	No	1	R	R
	Sub-Total (Section 1.3)			R	R

1.4	WATER SUPPLY				
1.4.1	Class O thin wall hard drawn copper pipes and fittings with Capillary soldered type connections				
1.4.1.1	15mm Pipes	m	1	R	R
1.4.1.2	22mm Pipes	m	1	R	R
1.4.1.3	28mm Pipes	m	1	R	R
1.4.1.4	34mm Pipes	m	1	R	R
1.4.1.5	42mm Pipes	m	1	R	R
1.4.1.6	54mm Pipes	m	1	R	R
1.4.2	Extra over O copper pipes for soldered capillary fittings				
1.4.2.1	15mm Fittings	No	1	R	R
1.4.2.2	22mm Fittings	No	1	R	R
1.4.2.3	28mm Fittings	No	1	R	R
1.4.2.4	34mm Fittings	No	1	R	R
1.4.2.5	42mm Fittings	No	1	R	R
1.4.2.6	54mm Fittings	No	1	R	R
	Valves				
1.4.2.7	(20-54mm) Cobra brass ball valve, nickel-plated full-bore FxF	No	1	R	R
	Cast Iron				
1.4.2.8	225 x 225 x 100mm "Besaans Du Plessis" each .3B stopcock box	No	1	R	R
1.4.3	Water heaters or equivalent for the replacement of water heaters: Kwikot Prisma				
1.4.3.1	Point of use Electrical water heater (10l) under basin	No	1	R	R
1.4.3.2	Kwikot 600i dual (100l) water heater	No	1	R	R
1.4.3.3	2.5 litre Hydroboil	No	1	R	R
	Booster Pumps				
1.4.3.4	Fire water booster pump	No	1	R	R
1.4.3.5	Domestic water booster pump	No	1	R	R
1.4.3.6	Pump Controller	No	1	R	R
1.4.3.7	(80mm) Fire Hydrant valve	No	1	R	R
	Sub-Total (Section1.4)			R	R

1.5	EXTERNAL WORKS				
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1.5.1	Take up existing pavers and re-use in same position on Completion of the installation of sleeve pipes				
1.5.1.1	Carefully remove existing interlocking concrete pavers and set aside for re-use	m ²	1	R	R
1.5.1.2	Re-use existing interlocking pavers, laid with but joints on and Including 25mm thick river sand bed with sand swept into joints	m ²	1	R	R
Sub-Total (Section 1.5)				R	R

1.6	WATER SUPPLIES & FIRE RETICULATION				
1.6.1	Class 16uPVC pressure pipes with solvent welded joints				
1.6.1.1	50mm pipes laid in and including trenches	m	1	R	R
1.6.1.2	25mm HDPE pipe including trenches	m	1	R	R
1.6.2	Extra over class 16 uPVC pressure pipes for fittings with solvent welded joints				
1.6.2.1	50mm Bend	No	1	R	R
1.6.2.2	50mm Tee	No	1	R	R
1.6.2.3	50mm Reducing Tee	No	1	R	R
1.6.2.4	50mm End cap	No	1	R	R
1.6.3	Class 16uPVC pressure pipes with rubber ring joints				
1.6.3.1	110mm Pipes laid in and including trenches	m	1	R	R
1.6.4	Extra over class 16 uPVC pipes for uPVC pressure fittings with rubber rings				
1.6.4.1	110mm bend	No	1	R	R
1.6.4.2	110mm Tee	No	1	R	R
1.6.4.3	100mm End cap	No	1	R	R
1.6.5	Extra over class 16 uPVC pressure pipes for cast iron pressure fittings				
1.6.5.1	110mm Saddle for 50mm branch, including nuts and bolts	No	1	R	R
1.6.6	Galvanised steel pipes: Extra over galvanised steel pipes for steel fittings				
1.6.6.1	25mm Fittings	No	1	R	R
1.6.6.2	HDPE fittings	No	1	R	R
1.6.6.3	Taps, valves etc.	No	1	R	R
1.6.6.4	110 R.S.V gate valve	No	1	R	R
1.6.6.5	50mm Brass fullway screw down gate valve	No	1	R	R
1.6.6.6	10000l water storage tank refill	ℓ	10000	R	R
	Stopcock boxes, chambers etc.				
1.6.6.7	225 x 225mm cast iron stopcock box including brick chamber below each exceeding 200mm deep internally	No	1	R	R
Sub- Total (Section 1.6)				R	R

1.7	SUNDRIES				
1.7.1	1m x 1m paved surfaces around garden standpipe including 100 x 100mm edge restrain of 15 Mpa concrete	m ²	1	R	R
1.7.2	Excavate for and cut into existing 110mm water pipe	m ²	1	R	R
Sub-Total (Section 1.7)				R	R

1.8	Kitchen/ Cleaners System				
1.8.1	Franke (Trendline-722) stainless steel sink. Product code (103-0168-036)	No	1	R	R
1.8.2	Vulcan (code2250) double bowl pot sink. All 430-type stainless steel 1850mm.	No	1	R	R
1.8.3	Preparation mini bowl (codeSPB-MIN) 335mm 17/0 stainless steel.	No	1	R	R
1.8.4	Wash trough single endbowl (code SWT- SC 545mm x 435mm	No	1	R	R
1.8.5	Frank (trendline- 722) stainless steel sink product code: 103.01668.037) 2 bowls	No	1	R	R
Sub-Total (Section 1.8)				R	R

1.9	SUMMARISED PROVISIONAL AMOUNT				
1.9.1	Provisional Sum (Expended by GSDM Approval)				
	Item 1.1 to 1.8 as per the above includes for specialised items not catered for as per the BOQ.	Sum		R 100 000	R100 000
	NB: See Scope of Work.				
	Consumables	Sum		R50 000	R50 000
Sub-Total (Section 1.9)				R	R
TOTAL (Section 1)				R	

SECTION 2: CIVIL AND STRUCTURAL

GSDM Main Building- Msukaligwa LM

GSDM Water Quality Laboratory- Msukaligwa LM

Sub- Districts: Disaster Management Centre – Chief Albert Luthuli LM

Disaster Management Centre – Dipaleseng LM

Disaster Management Centre – Mkhondo LM

Disaster Management Centre – Dr Pixley Ka-Isaka Seme LM

N.B. The schedule below indicates the Civil and Structural fittings/equipment etc. as being installed/fitted in the above buildings and is reproduced for reference purposes and pricing.

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.1	BILL NO. 1 EARTHWORKS				
1.1.1	Open face excavation in earth over sloping site	m ³	1	R	R
1.1.2	Open face excavation	m ³	1	R	R
1.1.3	Not exceeding 2m deep	m ³	1	R	R
1.1.4	Exceeding 2m and not exceeding 4m deep	m ³	1	R	R
1.2	DEMOLITIONS Breaking up and removing				
1.2.1	40mm Thick unreinforced concrete surface beds, paving, etc	m ²	1	R	R

1.2.2	13000mm Thick mesh reinforced concrete surface beds, paving,	m ²	1	R	R
1.2.3	mm Thick concrete block paving on sand bed	m ²	1	R	R
1.2.4	10mm Thick brick paving with mortar joints on sand bed	m ²	1	R	R
1.2.5	1000x 300mm Unreinforced concrete kerbs	m	1	R	R
1.2.6	125 x 250mm Brick kerbs with mortar joints and concrete bedding	m	1	R	R
	Demolishing and removing				
1.2.7	Half brick boundary or yard walls 1800mm high	m	1	R	R
1.2.8	Half brick boundary or yard walls 1800mm high with pillars at 2 m centres	m	1	R	R
1.3	FILLING				
	Earth filling obtained from the excavations and/or prescribed stockpiles on site, compacted to 90% Mod AASHTO density				
1.3.1	In prescribed stockpiles on site	m ³	1	R	R
1.3.2	Over site to make up levels	m ³	1	R	R
1.3.3	In landscape mounds, berms	m ³	1	R	R
1.4	Compaction of surfaces				
1.4.1	Compaction of ground surface over site by wetting and compacting with passes of a 15ton vibratory roller	m ²	1	R	R
	Sub-Total (BILL NO.1)			R	R
2.1	BILL NO. 2 MASONRY				
	BRICKWORK(SUPERSTRUCTURE)				
	Brickwork of NFX bricks (14 MPa nominal compressive strength) in class II mortar in loadbearing walls etc.				
2.1.1	Half brick walls	m ²	1	R	R
2.1.2	One brick wall	m ²	1	R	R
2.1.3	2,5mm Brickwork reinforcement	m	1	R	R
2.2	FACE BRICKWORK				
	face bricks corobrick terracotta travertine pointed with recessed horizontal and flush vertical joints				

2.2.1	Half brick walls pointed on both sides	m ²	1	R	R
2.2.2	One brick wall in English bond pointed on both sides	m ²	1	R	R
2.3	GLASS BLOCK WALLS 2.425x 1.58x 10mm glass blocks bedded and jointed in slow setting class? mortar with continuous joints in both directions and pointed in tinted mortar on both sides with flush (recessed) horizontal and vertical joints				
2.3.1	mm Walls	m ²	1	R	R
2.4	RUBBLE WALLS Rubble walls of uncoursed random local stone to the GSDM approval				
2.4.1	150mm Walls	m ²	1	R	R
Sub-Total (BILL NO.2)				R	R
3.	BILL NO. 3 WATERPROOFING				
3.1	One layer 375-micron embossed polyethylene dampproof course SANS 952-1985 type B				
3.1.1	In walls	m ²	1	R	R
3.1.2	In walls vertically at reveals	m ²	1	R	R
3.2	WATERPROOFING TO ROOFS, BASEMENTS One-layer 4mm special polyester fully bonded waterproof membrane comprising a matrix modified with polypropylene dual reinforced with non-woven polyester cloth and glass fibre tissue, laid with 75mm side and 100mm end laps				
3.2.1	On floors	m ²	1	R	R
3.2.2	On flat roofs	m ²	1	R	R
Sub-total (BILL NO. 3)				R	R
4.	BILL NO. 4 ROOF COVERINGS TILES				
4.1	265 x 165 mm concrete terra cotta tiles nailed with non-corrosive nails and or fixed with suitable non-corrosive clips as required to and including 140 x 45mm sawn softwood battens at 1000mm centers over and including an underlay of 250-micron				

	polyethylene sheeting in accordance with SANS 952 Type E fixed to rafters under battens with minimum laps of 150mm				
4.1.1	Roof Tiles	m ²	1	R	R
4.1.2	Open valleys including raking cutting on both sides (valley gutters elsewhere)	m	1	R	R
4.1.3	Verges of capping tiles to match roofing tiles, fixed with non-corrosive fixing accessories	m	1	R	R
4.2	PROFILED METAL SHEETING AND ACCESSORIES				
	0,8mm Z600 spelter galvanised corrugated sheet steel and accessories, fixed to timber steel purlins or rails				
4.2.1	Roof covering with a 10degree pitch	m ²	1	R	R
4.2.2	Ridge capping 0.40mm girth	m	1	R	R
				R	R
				Sub-Total (BILL NO. 4)	
5.	BILL NO. 5 CARPENTRY AND JOINERY ROOFS				
5.1.1	50x 76mm Purlins	m	1	R	R
5.1.2	90 x 45mm Bearers in lengths exceeding 6,6m	m	1	R	R
5.1.3	140 x 45mm Bearers bolted	m	1	R	R
5.1.4	42x 450mm Runners	m	1	R	R
5.1.5	38 x 1.0mm Hangers	m	1	R	R
5.1.6	1 x 25mm Bracing	m	1	R	R
5.2	SKIRTINGS				
5.2.1	2.75 x 80mm Skirtings, nailed	m	1	R	R
5.2.2	2.75x 90mm Skirtings, plugged	m	1	R	R
5.2.3	2.50x 90mm Skirtings stepped over treads and risers, nailed	m	1	R	R
5.2.4	2.50x 90mm Skirtings stepped over treads and risers, plugged	m	1	R	R
5.3	DOORS				
5.3.1	Fire doors are to be in accordance with SANS 1253. 2040 x 526mm high of 1200mm wide frame, in single pane, rebated all round not including glazing beads	No	1	R	R
5.3.2	Aluminium Frame for door 2.7 x 900mm high	No	1	R	R

5.3.3	Frame for double door 1500mm to 1800mm high	No	1	R	R
5.3.4	Sidelight type 2100mm to 2700mm high	No	1	R	R
5.3.5	Door type 900 x 2200 mm high	No	1	R	R
5.3.6	Double door type 1524mm - 1625mmhigh	No	1	R	R
5.4	ALUMINIUM SHOPFRONTS				
5.4.1	Purpose made shopfront, 2.72 x 3.77mm high	No	1	R	R
5.4.2	Purpose made shopfront, 2.72 x 4.5mm high with one double door 1590 x 2090, mm high	No	1	R	R
5.5	WINDOWS				
5.5.1	Window type 2400 x 1800mm high	No	1	R	R
5.5.2	Window type 1165 x 1135 mm high	No	1	R	R
5.5.3	Window as type 1465 x 1435 mm high	No	1	R	R
5.5.4	Window 865 x 1135mm high with one fixed light	No	1	R	R
5.5.5	Window 600 x 7500mm high with one hung sash	No	1	R	R
5.6	NOTICEBOARDS,				
5.6.1	Small 400mm x 600mm	No	1	R	R
5.6.2	Medium 600mm x 800mm	No	1	R	R
5.6.3	Large 600mm x 1200mm	No	1	R	R
5.7	CUPBOARDS IN KITCHENS				
5.7.1	Kitchen cupboards etc with hinges, handles and telescopic drawer slides	No	1	R	R
5.7.2	Wall cupboard 720mm x 564mm mm high with top, sides, bottom, division, shelf, 050mm (l) x 720mm (h) x 564mm	No	1	R	R
Sub-Total (BILL NO. 5)				R	R
6.	BILL NO. 6 CEILINGS, PARTITIONS AND ACCES FLOORING				
6.1	CEILING TIMBERS, BEADS, INSULATION,				
	The first four of the following items are applicable only when the brandering, due to irregularity etc thereof, cannot be included with the ceilings				
6.1.1	38 x 38mm Branders, nailed	m	1	R	R

6.1.2	38 x 50mm Branders wrought on one face, plugged	m	1	R	R
6.1.3	12x 102mm Ceiling joists	m	1	R	R
6.1.4	42x 450mm Runners	m	1	R	R
6.1.5	38 x 1.0mm Hangers	m	1	R	R
6.1.6	55 x 75mm Cornices, nailed	m	1	R	R
6.1.7	110x 110mm Moulded cornices, nailed	m	1	R	R
6.1.8	6mm x 6mm Quadrant beads	m	1	R	R
6.1.9	100mm Insulation in blanket form closely fitted and laid on top of brandering between roof timbers etc	m	1	R	R
6.1.10	100mm Insulation in blanket form lapped not less than 50mm along all edges and laid on top of brandering between roof timbers	m ²	1	R	R
6.2	NAILED-UP CEILINGS 6,4mm Gypsum plasterboard with taped joints and the whole finished with gypsum plaster trowelled to a smooth polished surface to the thickness recommended by the manufacturer				
6.2.1	Ceilings including standard steel brandering at 300mm centres in one direction only, joined with joiner sections and hung with suspension brackets including standard steel perimeter angles fixed to walls	m ²	1	R	R
6.2.2	Extra over ceiling for opening for 150mm diameter light fitting	m ²	1	R	R
6.2.3	Gypsum plasterboard cornices	m	1	R	R
6.3	SUSPENDED CEILINGS Hangers, suspension grids, "lay-in" panels, etc are to be in accordance with the manufacturers' recommendations Flush plastered gypsum plasterboard suspended ceilings Ceilings shall comprise 6,4mm (9,5mm to 12,5mm) gypsum plasterboard boards screwed to and including screw-up suspension grid consisting of main tees at 1 200mm centres and galvanised steel capped cross tees at 400mm centres and with tape fixed over joints and the whole finished with gypsum plaster trowelled to a smooth polished surface				
6.3.1	Ceilings suspended not exceeding 1m (exceeding 900mm and not exceeding 1200mm) below concrete soffits	m ²	1	R	R

6.3.2	Ceilings suspended not exceeding 1m (exceeding 900mm and not exceeding 1200mm) below timber purlins at 900mm centres (trusses at 900mm centres)	m ²	1	R	R
6.4	ACCESS FLOORING				
6.4.1	600 x 600mm Modular and interchangeable "Solid feel 30" bord panel access flooring including pedestals and panels finished with factory bonded 1,3mm thick plastic laminate access flooring to finish 600mm above concrete sub-floor	m ²	1	R	R
Sub-Total (BILL NO. 6)				R	R
7.	BILL NO. 7				
7.1	TILING WORK				
	Unless described as "fixed with adhesive to plaster (plaster elsewhere)" descriptions of tiling on brick or concrete walls, columns, etc shall be backing and descriptions of tiling on concrete floors etc shall be deemed to 1:3 plaster bedding				
7.1.1	200 x 200 x 5mm White matt ceramic tiles on brickwork including cement plaster backing	m ²	1	R	R
7.1.2	On walls circular to exceeding 300mm radius	m ²	1	R	R
7.1.3	On walls circular to not exceeding 300mm radius	m ²	1	R	R
7.1.4	On walls in isolated panels, splashbacks,	m ²	1	R	R
7.1.5	On walls to diagonal pattern	m ²	1	R	R
7.1.6	On sills 20mm wide of bullnose tiles laid flat	m ²	1	R	R
7.1.7	On narrow widths	m ²	1	R	R
7.1.8	Fair exposed cutting and fitting around pipe exceeding 100mm and not exceeding 150mm internal diameter	No	1	R	R
7.1.9	Fair exposed cutting and fitting around pipe not exceeding 100mm internal diameter	No	1	R	R
7.2	FLOOR TILING				
	330x330mm porcelain floor tiles) ceramic floor tiles on 10mm bedding on concrete and flush pointed with epoxy grout				
7.2.1	On floors and landings	m ²	1	R	R
7.2.2	On narrow widths	m ²	1	R	R

7.2.3	Circular cutting	m	1	R	R
7.2.4	On margins 30mm wide of tiles laid to stretcher pattern	m	1	R	R
7.2.5	On thresholds 10mm wide of tiles laid flat	m	1	R	R
7.2.6	On thresholds 30mm wide of tiles laid sloping	m	1	R	R
7.2.7	Skirting 10mm high of 3 skirting tiles	m	1	R	R
7.2.8	Sloping skirting 50mm high extreme including stepped cutting over treads and risers.	m	1	R	R
7.2.9	Skirting 30mm high of 10skirting tiles	m	1	R	R
7.2.10	Extra over for internal corner tile	No	1	R	R
7.2.11	600x600mm porcelain floor tiles	m ²	1	R	R
7.2.12	500 x 500x mm colour ceramic floor tiles bedding on concrete and flush	m ²	1	R	R
7.3	Installation of Carpet				
7.3.1	Installation of Belgotex Berber point 920 carpet including cleaning and drying of the floor thoroughly	m ²	1	R	R
Sub-Total (BILL NO.7)				R	R
8.	BILL NO. 8 RAINWATER DISPOSAL				
8.1	0,6mm Galvanised sheet steel gutters and rainwater pipes with powder finish on outside				
8.1.1	125mm X 6000mm Half-round roof gutters	m	1	R	R
8.1.2	75mm Half-round roof gutters with beaded front edge	m	1	R	R
8.1.3	125 x 2.45mm Roof gutters with beaded front edge	m	1	R	R
8.1.4	150x 120x 150mm VHV roof gutters	m	1	R	R
8.1.5	125x 2,45mm Ogee roof gutters	m	1	R	R
8.1.6	100mm Diameter rainwater pipes	m	1	R	R
8.1.7	75x 80mm Rainwater pipes	m	1	R	R
	The applicable "extra over" items from the following list are to be inserted directly after each of the foregoing items				
8.1.8	Extra over gutter for stopped end	No	1	R	R
8.1.9	Extra over gutter for angle	No	1	R	R

8.1.10	Extra over gutter for outlet for 75mm pipe	No	1	R	R
8.1.11	Extra over gutter for outlet for 100 x 75mm pipe	No	1	R	R
8.1.12	Extra over rainwater pipe for bend	No	1	R	R
8.1.13	Extra over rainwater pipe for plinth bend	No	1	R	R
8.1.14	Extra over rainwater pipe for shoe	No	1	R	R
8.1.15	Extra over rainwater pipe for eaves or plinth offset	No	1	R	R
8.1.16	Extra over rainwater pipe for swan-neck	No	1	R	R
8.1.17	Spreader for 70mm pipe	No	1	R	R
8.1.18	Spreader for 116 x 214mm pipe	No	1	R	R
Sub-Total (BILL NO. 8)				R	R
9.	BILL NO. 9 STRUCTURAL STEELWORK				
9.1	125mm welded and bolted patent balustrades to stairs				
9.1.1	Horizontal balustrades 1.2 m high of 40mm diameter continuous top and bottom rails and 40mm diameter round tube stanchions at average 50mm centres bolted to steel	m	1	R	R
Sub-Total (BILL NO.9)				R	R
10.	BILL NO. 10 PLASTERING				
10.1	INTERNAL AND EXTERNAL PLASTER				
	One coat superior quality acrylic emulsion paint for interior and exterior use, on work in sound condition				
10.1.1	Walls	m ²	1	R	R
10.1.2	Walls in patterned multi-colours	m ²	1	R	R
Sub-Total (BILL NO.10)				R	R
11.	BILL NO. 11 GLAZING				
	The term "float glass" is used for monolithic annealed glass				
11.1	User note: Double glazed units are available in many glass type combinations with air cavities filled with dry air or inert gases				
11.1.1	Panes not exceeding 0,1m ²	m ²	1	R	R

11.1.2	Panes exceeding 0,1m ² and not exceeding 0,5m ²	m ²	1	R	R
11.1.3	Panes exceeding 0,5m ² and not exceeding 2m ²	m ²	1	R	R
11.1.4	Panes exceeding 2m ² and not exceeding 4m ²	m ²	1	R	R
11.1.5	Panes exceeding 3m ² and not exceeding 5m ²	m ²	1	R	R
11.1.6	Panes not exceeding 0,1m ² in shapes other than rectangular	m ²	1	R	R
11.1.7	Panes exceeding 0,1m ² and not exceeding 0,5m ² in shapes other than rectangular	m ²	1	R	R
	Sundries				
11.1.8	Polished edges to 10mm float glass	m	1	R	R
11.1.9	Polished edges to 3mm laminated glass	m	1	R	R
11.1.10	Supply and installation of 100% Aluminium Window Venetian blinds, with a 25 mm and 0.21 mm, slat width and thickness respectively. The colour of the aluminium blinds should be sleek silver.	m ²	1	R	R
	Sub-Total (BILL No.11)			R	R
12.	BILL NO. 12 PAINTWORK				
12.1	One coat alkali resistant primer and two coats PVA emulsion paint for interior use				
	One coat alkali resistant primer and two coats superior quality acrylic emulsion paint for interior and exterior use				
	Two coats Apply two coats VELVAGLO paint with Teflon, on work in poor condition				
12.1.1	Walls	m ²	1	R	R
12.1.2	Ceilings and beams	m ²	1	R	R
12.2	ON FIBRE-CEMENT BOARD SURFACES				
12.2.1	Fascias and barge boards	m ²	1	R	R
12.2.2	Fascias and barge boards not exceeding 300mm girth	m	1	R	R
12.3	ON METAL SURFACES				
	Spot priming bare metal surfaces, one coat alkyd based universal undercoat and two coats superior quality universal enamel paint, on work in poor condition				
12.3.1	Door frames	m ²	1	R	R

12.3.2	Record room and strongroom doors and frames	m ²	1	R	R
12.3.3	Roller shutter boxes	m ²	1	R	R
12.3.4	Windows	m ²	1	R	R
12.3.5	Windows with burglar bars	m ²	1	R	R
12.3.6	Columns and beams	m ²	1	R	R
12.3.7	Rails, bars, pipes, etc not exceeding 300mm girth	m	1	R	R
12.4	ON WOOD SURFACES				
	Spot priming bare wood surfaces, one coat alkyd based universal undercoat and two coats superior quality universal enamel paint, on work in poor condition. Two coats superior quality clear matt varnish, on work in poor condition				
12.4.1	Doors	m ²	1	R	R
12.4.2	Skirtings, rails, etc not exceeding 300mm girth	m	1	R	R
Sub-Total (Bill No. 12)				R	R
13.	BILL NO. 13 FENCING				
13.1	In high corrosion areas fence posts, stays, gates, etc are to be galvanised				
13.1.1	Galvanized Palisade Fencing	m ²	1	R	R
13.1.2	Clear-view fencing	m ²	1	R	R
13.1.3	Brick wall fencing	m ²	1	R	R
Sub-Total (Bill No.13)				R	R
TOTAL (SECTION 2)				R	

SECTION 3:

LABOUR CALL- OUT RATE

Description	Unit	QTY	Rate	Amount
Fixed charge for General Call out (working hours)	Hr	30	R	R
Fixed charge for Emergency Call out (outside working hours)	Hr	30	R	R
Labour Rate for Artisan- General	Hr	20	R	R
Labour Rate for Artisan Hand- General	Hr	20	R	R
Labour Rate for Artisan- Emergency	Hr	20	R	R
Labour Rate for Artisan Hand- Emergency	Hr	20	R	R
TOTAL (SECTION 3)			R	

SECTION 4

SUMMARY SECTIONS 1-3

Description	Amount
Section 1 (Plumbing)	R
Section 2 (Civil and Structural, Including Bill no.1,2,3,4,5,6,7,8,9,10,11,12&13)	R
Section 3 (Labour Call Out)	R
Sub- Total	R
Vat @ 15%	R
Total for 12 Months Contract Period	R
Grant Total for 36 Months Contract Period	R

NB: The successful bidder(s) will be appointed in terms of Unit price and will deliver as, when and where required during the financial year. For any changes in prices quoted, due to market conditions will be subjected to approval by Gert Sibande District Municipality based on budget availability during the period of the contract.

FORM L: AGREEMENT AND CONTRACT DATA

Form of Offer and Acceptance

OFFER

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

GSDM: 111/2023:

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF CIVIL, STRUCTURAL
AND PLUMBING MAINTENANCE SERVICES FOR A PERIOD OF THREE (3) YEARS**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the 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

By signing this part of this Form of Offer and Acceptance, the Purchaser identified below accepts the Tenderer's Offer. In consideration thereof, the Purchaser shall pay the Supplier 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 Purchaser and the Tenderer upon the terms and conditions contained in this Agreement and in the, Contract that is the subject of this Agreement.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Purchaser during this process of offer and acceptance, are contained in the Schedule of Deviations attached (If any) to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a letter of acceptance, contact the Purchaser's representative (whose details are given in the Contract Data) to arrange the delivery of guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, at or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Supplier) within five days of the

date of such receipt notifies the Purchaser in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

GERT SIBANDE DISTRICT MUNICIPALITY

NAME(s): (BLOCK LETTERS)

CAPACITY of authorized agents:

SIGNATURE(s) of authorized agents:

SIGNED aton this.....day of

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

1. Name Signature

2. Name Signature

GERT SIBANDE DISTRICT MUNICIPALITY



SERVICES LEVEL AGREEMENT

Between

“GERT SIBANDE DISTRICT MUNICIPALITY”

And

.....

TABLE OF CONTENTS

- 1. PRECEDENCE**
- 2. DURATION**
- 3. SERVICES**
- 4. PAYMENT TERMS**
- 5. OBLIGATIONS OF SERVICE PROVIDER**
- 6. ADMINISTRATION OF THE SERVICE**
- 7. CHANGE IN CIRCUMSTANCES**
- 8. BREACH OF AGREEMENT**
- 9. JURISDICTION**
- 10. ADDRESS FOR RECEIPT OF NOTICES AND DOCUMENTS**
- 11. VARIATION**
- 12. WAIVER**
- 13. GENERAL**
- 14. CONFIDENTIALITY AND PROTECTION OF PROPRIETARY INFORMATION**
- 15. WARRANTY OF AUTHORITY**
- 16. SEVERABILITY**
- 17. SERVICE REQUESTS**
- 18. FORMALITIES**
- 19. ENVIRONMENT**
- 20. WHOLE AGREEMENT**

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

1. 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.

2. DURATION

2.1 Notwithstanding the date of signature, this agreement shall commence on _____ and shall continue until _____, unless terminated by either party giving **30 days notice in writing** to the other party.

3. SERVICES

3.1. shall provide the material as quoted in an order form to be the attached when the services are required

4. PAYMENT TERMS

4.1 shall submit a valid invoice to GSDM for the provision of services on monthly basis.

4.2 GSDM shall pay the amount charged within *30 days* of the date of a valid invoice into the bank account nominated by _____ .

5. OBLIGATIONS OF

.....as a service provider shall render the following services:

referred to the bill of quantities on page 66 of the tender document.

6. ADMINISTRATION OF THE SERVICE

The Service Provider must ensure that they have the resources available (both staff and systems) to ensure that the material requested are available on order.

7. CHANGE IN CIRCUMSTANCES

If the circumstances surrounding the fulfilment of this agreement should alter materially 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.

8. BREACH OF AGREEMENT

8.1 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.

8.2 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.

8.3 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.

9. 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.

10. ADDRESS FOR RECEIPT OF NOTICES AND DOCUMENTS

10.1 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:

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

10.1.2 : Postal Address:
: P/Bag X 1748
: **ERMELO**
: 2350

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

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

Cell :

10.2.1 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.

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

10.2.2 If sent by prepaid registered post, 7 (seven) days after the date on which the notice is posted;

10.2.3 If sent by fax, on the first business day after the date of successful transmission of the fax.

11. 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.

12. 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.

13. GENERAL

13.1 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.

13.2 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.

13.3 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.

14. CONFIDENTIALITY AND PROTECTION OF PROPRIETARY INFORMATION

14.1 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.

15. WARRANTY OF AUTHORITY

15.1 Both parties, and the persons signing on behalf of the parties, warrant their authority to conclude this agreement.

15.2 Both parties further warrant that there is nothing that influence, or prevent any of the provisions of this agreement from being enforced.

16. 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.

17. SERVICE REQUESTS

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

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

18. FORMALITIES

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

19. ENVIRONMENT

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

20. 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 _____ 2024

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: _____

1 _____

2 _____

