



METSIMAHOLO LOCAL MUNICIPALITY

APPOINTMENT OF A CONTRACTOR FOR THE REPAIR OF ROOF AND BAALCONY AT MUNICIPAL BUILDING OFFICES IN ZAMDELA LOCATION

BID NO.: MLM 11/2023/24

CIDB GRADING: 2 CE OR HIGHER

Name of Company :

Contact Name :

Contact No :

Email Address :

CSD Supplier Number :

CIDB: CRS Number :

Tender Amount (VAT incl.): R

Time for Completion: **Weeks**

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C3 Scope of work

T1 Tendering Procedure

T1.1 TENDERING NOTICE AND INVITATION TO TENDER

Metsimaholo Local Municipality hereby invites contractors to submit tenders for Appointment of a contractor for the repair of roof and balcony at municipal building offices in Zamdela location. The extent of scope entails appointment of civil engineering contractors to repair of roof and balcony.

It is estimated that tenderers must have a cidb contractor Grading of **2CE or Higher** who satisfy criteria stated in the Tender Data may submit tender offers in the **Civil Engineering(CE) class of works**. A form of Contracts in this project will be based on the *NEC3 Framework Contract (Option F: Priced Contract with Bill of Quantities)*.

Only tenders with the above mentioned grade, who have a capacity and capability to execute the works, whose tax payers are in order and not restricted from trading with the state are eligible to submit tender.

Tender documents are downloadable for free of charge from National Treasury's eTender Portal: (<http://www.etenders.gov.za/content/advertised-tenders>) or from Metsimaholo Local Municipality website (www.metsimahololocalmunicipal.gov.za/, then click the Tenders drop down function).

Alternatively, those who wish to purchase hardcopies from the offices of Metsimaholo Local Municipality, tender documents can be obtained at a non-fundable price of **R600.00** per document from *Municipal Building, 10 Fichardt Street, Sasolburg*.

Queries relating to the issuing of these documents may be addressed in writing to Ms D. Monaheng, dimpho.monaheng@metsimaholo.gov.za , (016) 973 8742 and Technical enquiries related to the scope of works and pricing instructions may be addressed to Mr.T.mahlaba, taudi.mahlaba@metsimaholo.gov.za , 078226 9985.

A compulsory clarification meeting with representatives of the Employer will take place at Municipal Building, 10 Fichardt Street, Sasolburg, Main Building on the 23rd of November 2023 @ 10h00am.

Bid documents, clearly marked BID MLM 11/2023/24 APPOINTMENT OF A CONTRACTOR FOR THE REPAIR OF ROOF AND BAALCONY AT MUNICIPAL BUILDING OFFICES IN ZAMDELA LOCATION must be deposited in the bid box at the Municipal Building, 10 Fichardt Street, Sasolburg before the closing time. Bid documents will be opened in public soon after the closing time. Telegraphic, telephonic, telex, e-mail, facsimile and late tenders will not be accepted. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

The closing time for receipt of tenders by the Metsimaholo Local Municipality is **11h00am on 14th of December 2023**.

It is the responsibility of the tenderer/s to ensure that bid documents/proposals are submitted on or before closing time and the correct location as the department will not take responsibility of wrong delivery. Tenderers using courier services for delivery of their bid documents must ensure the delivery is at the correct place / location and time as the department will not be held responsible for wrong delivery, not delivered to Metsimaholo Local Municipality officials. Metsimaholo Local Municipality will not accept responsibility if bids received by officials OR security personnel are not timely deposited in the Bid Box.

Tenders may only be submitted on the tender documentation that is issued. Tenderers must be registered on the National Treasury Central Supplier Data Base and proof of registration must be submitted with the proposal (<https://secure.csd.gov.za>). Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

B. BID EVALUATION:

This bid will be evaluated in as follows:

Phase One: Responsiveness to the eligibility criteria, bid and mandatory requirements and rules.

Tenderers that do not meet the compliance requirements stipulated above will be disqualified from further evaluation.

Phase Two: Tenderers must meet the minimum requirements outlined in the functionality criteria and score the at least the minimum functionality points to be considered for further evaluation. Tenderers which do not meet minimum functionality **points of 70** will then be rejected.

Phase Three: Bidders passing all stages above will thereafter be evaluated on PPPFA (80/20).

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:

Maximum points on price	-	80 points
Maximum points for Locality	-	20 points
Maximum points	-	100 points

Metsimaholo Local Municipality SCM policy applies. Tender validity period is **90 days**.

1.2 TENDER DATA

The conditions of tender are as contained in the latest edition of SANS 10845-3, *Standard conditions of tender*.

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 *and* as contained in **the Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019)**, as termed as **SFU**.

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

Clause number	Tender Data
3.1	The employer is the Metsimaholo Local Municipality),
3.3	The Tender documents issued by the employer comprise the documents listed on the contents page.
3.4	The Employer's Representative Agent is: Name: Taudi Mahlaba Physical Address: 10 Fichardt Street, Sasolburg Telephone: 078 226 9958 Email: taudi.mahlaba@metsimaholo.gov.za

Clause number	Tender Data
3.5	The language of communications is English
4.1	<p>ONLY those tenderers who satisfy the following ELIGIBILITY CRITERIA and who provide the required evidence in their tender submission, are eligible to submit tenders and have their tenders evaluated:</p> <p>The tenderer:</p> <ol style="list-style-type: none"> 1. Only those tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated: <ol style="list-style-type: none"> a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB Grade 2CE or Higher class of construction work; and b) Joint ventures are eligible to submit tenders provided that: <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB in CE class of works. 2. the lead partner has a contractor grading designation in the CIDB Grade 2CE or Higher class of construction work; or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status; and 3. the combined contractor grading designation calculated in accordance with the Construction industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CIDB 2CE or Higher class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations. 2. In case of a Joint Venture/Consortium submission, shall submit a Joint Venture agreement signed by all parties. 3. Is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has a partnership agreement (buy and sell agreement for participating partners in this tender) in place that enables the partnership to automatically continue to function in the event of death or withdrawal of one of the partners. Its directors/ shareholders are not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and also, the tenderer or its directors has not failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges (where they are applicable) and/or are in not arrears for more than three months 4. In case of having a subsidiary arrangement, shall submit an audited proof (letter or shareholding certificate) of agreement between the holding company and the subsidiary. 5. Tenderers may only tender under 1 (one) company or 1 (one) consortium – tendering with more than 1 company or consortium will result in immediate disqualification. The employer will recognise the JV/Consortium as single entity for the duration of the contract.

Clause number	Tender Data
	None of the documents with correction fluid on them. Any wrong entry, in case of correction, it must be cancelled by a single stroke and initialled by the Authorised signatory. The tender documents issued by the employer are not tampered and remain intact.
4.7	The arrangements for a compulsory clarification meeting and a site visit are as stated in the Tender Notice and Invitation to Tender (ref: T1.1). No Tender will be considered unless the Tenderer attends the compulsory briefing session and site visit. Tenderers/their authorised representatives must sign the attendance register and detailed contacts in favour of the tendering entity therein. Addenda, if any, will be issued to the tenders only who attended the compulsory briefing sessions.
4.12	No alternative tender offer will be considered.
4.13 4.15	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: Ground Floor Finance building Physical Address: 10 Fichardt Street, Sasolburg Telephone: (016) 973 8742
4.13.4	The tenderer is required to meet the following conditions in addition to the requirement for eligibility criteria as mentioned in Clause 4.1. 1. All declaration pages fully completed, signed and submitted. 2. The tender documents completed in all respect, signed off by the authorised person of the tenderer wherever spaces are provided in permanent ink. 3. The tender document issued by Metsimaholo Local Municipality is not tampered with and content in the tender document remains intact.
4.13.5	Tender offer shall be submitted as original tender documents.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender is as stated in the Tender Notice and invitation to Tender (ref: T1.1)
4.16	The tender offer validity period is 90 days, exclusive of closing date but inclusive of the 90 th day.
5.1	The employer will respond to requests for clarification received up to 7 working days before the tender closing time.
5.2	The employer shall issue addenda until 3 working days before tender closing time.
5.4	The time and location for opening of the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter if applicable.

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SFU (clause 4.3.1)	<p>The procedure for the evaluation of responsive tenders is Functionality, Financial offer, Preference and Objective criteria) as explained in the cidb's Standard for Uniformity in Construction Procurement August 2019 (clause 4.3.1).</p> <p>Breakdown points for Functionality points are outlined in 5.11.9 below.</p> <p>The procedure for the evaluation of responsive tenders is detailed as follows:</p> <p>Phase One: Responsiveness to the eligibility criteria, bid and mandatory requirements and rules. Tenderers that do not meet the compliance requirements stipulated above will be disqualified from further evaluation.</p> <p>Phase Two: Tenderers must meet the minimum requirements outlined in the functionality criteria and score the at least the minimum functionality points to be considered for further evaluation. Tenderers which do not meet minimum functionality points of 70 will then be rejected.</p> <p>Phase Three: Bidders passing all stages above will thereafter be evaluated on PPPFA (80/20).</p> <p>1. <u>PHASE ONE: RESPONSIVENESS TO THE ELIGIBILITY CRITERIA, BID AND MANDATORY REQUIREMENTS AND RULES:</u></p> <table border="1" data-bbox="344 1066 1396 2063"> <thead> <tr> <th data-bbox="344 1066 411 1133">NO</th> <th data-bbox="411 1066 847 1133">RETURNABLES</th> <th data-bbox="847 1066 1396 1133">NOTES</th> </tr> </thead> <tbody> <tr> <td data-bbox="344 1133 411 1330">1</td> <td data-bbox="411 1133 847 1330">A copy of a CSD summary report OR CSD number.</td> <td data-bbox="847 1133 1396 1330"> <ul style="list-style-type: none"> • CSD full report or summary report OR CSD number. • Municipality may not make any award to a person whose tax matters are not complaint with SARS, please note that tax compliance will be verified before any award. </td> </tr> <tr> <td data-bbox="344 1330 411 1498">2</td> <td data-bbox="411 1330 847 1498">Proof of company registration documents with the Director's details must be attached.</td> <td data-bbox="847 1330 1396 1498"> <ul style="list-style-type: none"> • The company registration documents must indicate the company and director's details. • In a case where the Director has changed names, proof of name change must be attached. </td> </tr> <tr> <td data-bbox="344 1498 411 1565">3</td> <td data-bbox="411 1498 847 1565">Fully completed MBD forms</td> <td data-bbox="847 1498 1396 1565"> <ul style="list-style-type: none"> • Fully Completed and signed in handwriting and in black ink pen. </td> </tr> <tr> <td data-bbox="344 1565 411 1762">4</td> <td data-bbox="411 1565 847 1762">Joint Venture Agreement (Must indicate the lead partner, if the bidders grading is not the same the lead partner must have the higher grading)</td> <td data-bbox="847 1565 1396 1762"> <ul style="list-style-type: none"> • If applicable submit a complete and signed JV agreement. • JV agreement stating who the lead partner is with the shared percentages. 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		MUNICIPAL Account where the address of the Account matches the address on the company registration documents will be accepted) if not in arrears for more than 3 months.
6	In the event of a tenant renting a lease agreement MUST be attached for the COMPANY AND DIRECTORS/TRUSTEES/ MEMBERS/SHAREHOLDERS.	<p>The lease agreement must include the following:</p> <ul style="list-style-type: none"> • A valid copy of the lease agreement must be signed by (both Lessor and lessee). • The lease agreement must indicate dates of commencement and expiry or duration. • In a case where the lease agreement has expired and there is a clause indicating an automatic renewal the original lease agreement and a confirmation letter signed by Lessor must be attached. • In the occasion where the lease agreement has expired the original lease agreement AND extension must be attached with commencement and expiry dates or duration. • In a case of lease agreement being in a family member's name, the lease agreement will be accepted if the address on the lease matches the address on the company registration documents, AND ONLY if the lease agreement is valid.
<p>Note: If the company registration document's physical address on lease agreement or the municipal rates and taxes statement is the same as the Director's physical address, we will accept for both Company & Director.</p>		
7	Municipal rates and taxes for bidders who are from the rural areas for the COMPANY AND DIRECTORS/TRUSTEES/MEMBERS /SHAREHOLDERS.	<ul style="list-style-type: none"> • In the event that the bidder is from the rural area a letter from the municipality that the area is not liable to pay municipal rates and taxes OR a signed letter from the chief indicating that the bidder is from that particular rural/tribal area.
8	Fully completed Bill of Quantity (BOQ)	<ul style="list-style-type: none"> • Fully completed in handwriting and in black ink pen.
9	Fully completed and signed Form of Offer	<ul style="list-style-type: none"> • Fully completed in handwriting and in black ink pen.
10	CIDB Grading	<ul style="list-style-type: none"> • Copy of Company CIDB Grading designation 2CE or Higher. • (Lower grading will lead to immediate elimination)
11	Occupational Health and Safety Plan	<ul style="list-style-type: none"> • The bidder must attach the OHS plan.
12	COIDA	<ul style="list-style-type: none"> • The bidder must attach a valid certified copy of Compensation for Occupational Injury and Diseases Act (COIDA) letter of good standing specific for Civil Works

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	<p><i>Failure to comply with the above-mentioned terms and conditions will deem your bid to be disqualified.</i></p> <p>Other Conditions of bid (Non eliminating):</p> <table border="1" data-bbox="347 488 1406 801"> <thead> <tr> <th colspan="2" data-bbox="347 488 1406 517">MBD 6.1 Specific Goals</th> </tr> </thead> <tbody> <tr> <td data-bbox="347 517 695 801">Specific Goals (Locality)</td> <td data-bbox="695 517 1406 801"> <p>The following must be submitted for proof of locality:</p> <ul style="list-style-type: none"> • Municipal account in the name of the bidder not older than 90 days or • Lease agreement where the bidder is the lessee, or • An official letter from the bank confirming the registered business address of the bidder. If the official letter does not indicate the address of the business a bank statement indicating the business address must be attached with a confirmation letter. </td> </tr> </tbody> </table> <p><i>Failure to comply with the above-mentioned terms and conditions will lead to bidder not scoring points.</i></p> <p><u>2. PHASE TWO: TENDER WHO PASS STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:</u></p> <ol style="list-style-type: none"> i) The tender will be expected to submit substantial information (valid copies and detailed information as ordered) in order to claim points for each of the criteria or sub criteria set. ii) The tenderer must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works. iii) The form or the evaluation criteria and maximum score in respect of each of the criteria listed in 5.11.9. iv) A Tender scoring an average score below <u>70 points</u> in Functionality will be considered as DISQUALIFIED from evaluation and will be discarded from any further evaluation. v) Non-submission or poorly completed schedule or incomplete information will result in a tenderer losing points on Functionality. CVs which do not substantially detail relevant experience will also lead to a bidder losing points on Functionality, It is the responsibility of the tenderer to ensure that all copies are clear and certified when the conditions require them to be so. vi) No second chance will be given to a tenderer to submit some information after tender closure on this stage of evaluation i.e. functionality. 	MBD 6.1 Specific Goals		Specific Goals (Locality)	<p>The following must be submitted for proof of locality:</p> <ul style="list-style-type: none"> • Municipal account in the name of the bidder not older than 90 days or • Lease agreement where the bidder is the lessee, or • An official letter from the bank confirming the registered business address of the bidder. If the official letter does not indicate the address of the business a bank statement indicating the business address must be attached with a confirmation letter.
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	<p data-bbox="391 295 1265 360">3. <u>PHASE THREE: EVALUATION POINTS ON PRICE AND SPECIFIC GOALS (LOCALITY) REGULATIONS OF 2022</u></p> <p data-bbox="438 423 1329 557">The 80/20 preference point system shall be applied for the purposes of this bid as per the requirements of the <i>Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)</i> and B-BBEE/ PPPFA Regulations of 2022</p> <table border="1" data-bbox="454 577 1310 840"> <thead> <tr> <th>Criteria</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>POINTS ON PRICE</td> <td>80</td> </tr> <tr> <td>LOCALITY</td> <td>20</td> </tr> <tr> <td>TOTAL</td> <td>100</td> </tr> </tbody> </table> <p data-bbox="343 855 1410 918">The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:</p> <p data-bbox="343 936 1410 1030">(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):</p> <p data-bbox="343 1041 1059 1072">The financial offer will be scored using the following formula:</p> $A = (1 - \frac{P - P_m}{P_m})$ <p data-bbox="343 1169 671 1200">The value of value of W_1 is:</p> <ol data-bbox="343 1211 1410 1357" style="list-style-type: none"> 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000. <p data-bbox="343 1375 1227 1406">The table below must be used to calculate the score out of 20 for B-BBEE.</p> <table border="1" data-bbox="343 1426 1378 1877"> <thead> <tr> <th>B-BBEE Status Level of Contribution</th> <th>Number of Points (80/20)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>20</td> </tr> <tr> <td>2</td> <td>18</td> </tr> <tr> <td>3</td> <td>14</td> </tr> <tr> <td>4</td> <td>12</td> </tr> <tr> <td>5</td> <td>8</td> </tr> <tr> <td>6</td> <td>6</td> </tr> <tr> <td>7</td> <td>4</td> </tr> <tr> <td>8</td> <td>2</td> </tr> <tr> <td>Non-Compliant Contributor</td> <td>0</td> </tr> </tbody> </table>	Criteria	Points	POINTS ON PRICE	80	LOCALITY	20	TOTAL	100	B-BBEE Status Level of Contribution	Number of Points (80/20)	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-Compliant Contributor	0
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5.11.9	<p>A Tender scoring below <u>70 points</u> in Functionality shall be considered as DISQUALIFIED for further evaluation and shall be discarded from evaluation.</p>			
	<p>Quality criteria</p>	<p>Evaluation schedule</p>	<p>Maximum number of points</p>	
	Experience of the Company	Schedule 1	45	
	Experience of Key Personnel	Schedule 2	35	
	Plant and Equipment	Schedule 3	20	
	<p>Maximum possible score for functionality (M_s)</p>		<p>100</p>	
5.11.9	<p>Functionality criteria broken:</p>			
	<p>BID EVALUATION CRITERIA</p>			<p>TOTAL (MAX) POINTS</p>
	<p>Experience of the Company Bidders must submit signed Appointment Letter with corresponding fully completed and signed Metsimaholo reference form on page 76</p>			<p>45</p>
	<p>Item</p>	<p>Key aspect of criterion</p>	<p>Basis for points allocation</p>	
	<p>1.1</p>	<p>Experience of the Bidder in (Name of traceable references with contact details to be included for verification)</p>	<p>At least three completed Civil Engineering or Building projects within the last ten (10) years.</p>	
	<p>1.2</p>		<p>Two completed Civil Engineering or Building projects within the last five (5) years.</p>	
	<p>1.3</p>		<p>One completed Civil Engineering or Building projects within the last five (5) years.</p>	
				<p>Points Allocation</p>

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	<p>EXPERIENCE OF KEY PERSONNEL 35 POINTS.</p> <p>Comprehensive CV with constable references indicating years of experience and copies of qualifications - not older than 3 months.</p> <table border="1" data-bbox="359 472 1209 929"> <thead> <tr> <th>Item.</th> <th>Proposed Key Personnel</th> <th>Experience</th> <th>Points Allocation</th> </tr> </thead> <tbody> <tr> <td>2.1</td> <td>Project Manager/ Site Agent</td> <td>Relevant Qualifications, N. Dip, B. Tech or higher (Civil Engineering/Building). More than 5 years traceable experience in Civil Engineering and/or General Building</td> <td>20</td> </tr> <tr> <td>2.2</td> <td>Technician</td> <td>Relevant Qualifications, S4 or N. Dip. More than 2 years traceable experience in Civil Engineering.</td> <td>10</td> </tr> <tr> <td>2.3</td> <td>Foreman/Supervisor</td> <td>No relevant qualification and more than 3 traceable experiences in Civil Engineering and/or General Building.</td> <td>5</td> </tr> </tbody> </table> <p>Bidders must complete the following table. Failure to complete the below table will result in no points being allocated for the proposed team.</p> <table border="1" data-bbox="359 1041 1209 1227"> <thead> <tr> <th>COMPANY KEY PERSONNEL</th> <th>NAME AND SURNAME</th> </tr> </thead> <tbody> <tr> <td>Project Manager/Site Agent</td> <td></td> </tr> <tr> <td>Technician</td> <td></td> </tr> <tr> <td>Foreman/Supervisor</td> <td></td> </tr> </tbody> </table>		Item.	Proposed Key Personnel	Experience	Points Allocation	2.1	Project Manager/ Site Agent	Relevant Qualifications, N. Dip, B. Tech or higher (Civil Engineering/Building). More than 5 years traceable experience in Civil Engineering and/or General Building	20	2.2	Technician	Relevant Qualifications, S4 or N. Dip. More than 2 years traceable experience in Civil Engineering.	10	2.3	Foreman/Supervisor	No relevant qualification and more than 3 traceable experiences in Civil Engineering and/or General Building.	5	COMPANY KEY PERSONNEL	NAME AND SURNAME	Project Manager/Site Agent		Technician		Foreman/Supervisor		35
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5.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> the tenderer or any of its directors/ shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; the tenderer has not: <ol style="list-style-type: none"> abused the Employer’s Supply Chain Management System; or failed to perform on any previous contract and has been given a written notice to this effect; the tenderer has duly completed and signed the MBD 4, MBD6.1, MBD 8 and MBD 9 declaration forms. Incomplete or unsigned or poorly completed forms will lead to a bidder being declared non responsive. 																										

Clause number	Tender Data
	<ol style="list-style-type: none"> 4. the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. 5. the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; 6. the tenderer/s is registered on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated. 7. A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorised official can sign the bid.
5.14	The number of paper copies of the signed contract to be provided by the employer is one to the successful Tenderer.
5.17	<p>The additional conditions of tender are:</p> <p>Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.</p>
5.17	<p>Cancellation and re-invitation of tenders</p> <p>The employer may, prior to the award of the tender, cancel the tender if-</p> <ol style="list-style-type: none"> (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received; or (d) Tender validity period has expired; or (e) Gross irregularities in the tender processes and/or tender documents; or (f) No market related offer received (after attempts of negotiation processes) <p>Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.</p>

T2

Returnable Documents

T2.1 LIST OF RETURNABLE DOCUMENTS

A Returnable Schedules required for tender evaluation purposes

The tenderer must complete the following returnable schedules as relevant:

1. MBD 1 – Invitation to Bid
2. Proposed Amendments and Qualifications
3. Compulsory Enterprise Questionnaire
4. MBD 4 - Declaration on Interest
5. MBD 6.1 – Preference Points claim form
6. MBD 8 – Declaration of Bidder's Past SCM Practices
7. MBD 9 – Certificate of Independent Bid Determination
8. CSD report Annexure
9. CIDB certificate Annexure
10. Resolution for Signatory
11. Certificate of Joint Ventures
12. Schedule of Proposed Sub Contractors

B Other documents required for tender evaluation purposes

The tenderer must provide the following returnable documents:

- Specific goals (Locality)

The following must be submitted for proof of locality:

- Municipal account in the name of the bidder not older than 90 days or
- Lease agreement where the bidder is the lessee, or

An official letter from the bank confirming the registered business address of the bidder. If the official letter does not indicate the address of the business a bank statement indicating the business address must be attached with a confirmation letter.

C C1.1 Form of Offer and Acceptance

D C1.2 Contract Data (Part 2)

The Tenderer's attention is drawn to Part 2 of the Contract Data which requires the Tenderer to tender a number of financial parameters which are applied to defined Cost in order to calculate the Prices for the Work Done to Date and the Prices.

Failure to tender the required financial parameters in the required manner in Part 2 of the Contract Data or to sign the form of offer and acceptance will result the tender being declared non-responsive.

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	MLM 11/2023/24	CLOSING DATE:	14 December 2023	CLOSING TIME:	11:00
DESCRIPTION:	APPOINTMENT OF A SERVICE PROVIDER FOR THE REPAIR OF ROOF AND BALCONY AT MUNICIPAL BUILDING OFFICES IN ZAMDELA LOCATION.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Metsimaholo Local Municipality, No 10 Fichardt Street, Finance Building, Ground Floor					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	D. Monaheng		CONTACT PERSON	T. Mahlaba	
TELEPHONE NUMBER	016 973 8742		TELEPHONE NUMBER	078 226 9985	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Dimpho.monaheng@metsimaholo.gov.za		E-MAIL ADDRESS	Taudi.mahlaba@metsimaholo.gov.za	
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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <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]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, COMPLETE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO				
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO				
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO				
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO				
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 BELOW.					

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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
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 VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

2. Proposed amendments and qualifications

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

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

3. Compulsory Enterprise questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: cidb registration number, if any:

Section 4: csd number:

Section 5: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners*

Section 6: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 7: The attached SBD 4 must be completed for each tender and be attached as a tender requirement.

Section 8: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.

Section 9: The attached SBD 8 must be completed for each tender and be attached as a requirement.

Section 10: The attached SBD 9 must be completed for each tender and be attached as a requirement.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	

4. MBD 4 - 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 an advertised competitive bid, a limited bid, a proposal or written price quotation). 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, member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

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 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:

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

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

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

NB: If a supplier does not declare their interest correctly on the MBD4 Forms, then they will not be selected for other awards.

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

5. MBD 6.1

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

b) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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 (Locality)	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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \mathbf{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \mathbf{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

Points Allocation

Location	Points Allocation
Bidder that is within the boundaries of the Metsimaholo Local Municipality	20
Bidder that is within the boundaries of the Fezile Dabi District Municipality	15
Bidder that is within the boundaries of the Free State Province	10
Bidder that is Outside the boundaries of the Free State Province	05

Proof of locality

The following must be submitted for proof of locality:

- Municipal account in the name of the bidder not older than 90 days or
- Lease agreement where the bidder is the lessee, or
- An official letter from the bank confirming the registered business address of the bidder. If the official letter does not indicate the address of the business a bank statement indicating the business address must be attached with a confirmation letter.

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:

.....

.....

.....

6. MBD 8 - 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 institutions 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 disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 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 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	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)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	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 outside of 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	Was any contract between the bidder and any 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"/>

4.4.1	If so, furnish particulars:
-------	-----------------------------

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

7. MBD 9 - 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 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that 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 (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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.

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.

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

RESOLUTION FOR SIGNATORY

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form or on company letter head.

An example is given below:

“By resolution of the board of directors passed at a meeting held on _____

Mr/Ms _____, whose signature appears below, has been duly authorised to

sign all documents in connection with the tender for Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals) _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by 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.

PROJECT TITLE	APPOINTMENT OF A SERVICE PROVIDER FOR THE REPAIR OF ROOF AND BALCONY AT MUNICIPAL BUILDING OFFICES IN ZAMDELA LOCATION.
----------------------	---

BID NUMBER	MLM 11/2023/24
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NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....

16. **SCHEDULE OF PROPOSED SUBCONTRACTORS**

PROJECT TITLE	APPOINTMENT OF A SERVICE PROVIDER FOR THE REPAIR OF ROOF AND BALCONY AT MUNICIPAL BUILDING OFFICES IN ZAMDELA LOCATION.
PROJECT NUMBER	MLM 11/2023/24
<p>We notify you that it is our intention to employ the following Subcontractors for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below. This should also be declared on MBD 6.1 form.</p> <p>If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.</p> <p>We confirm that all subcontractors who are or to be contracted are registered on Central Supplier Database (CSD).</p>	

No.	Name and address of proposed Subcontractor	Nature and extent of work	Year completed	Value	Contact details
1					
2					

3					
4					
5					

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct

Signed.....

Date.....

Name.....

Position.....

Enterprise Name.....



C1 Agreements and Contract Data

C1.1 Form of offer and Acceptance

FORM OF OFFER

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

.....

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); R..... (in figures) (or other suitable wording)

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		Date:	
Name			
Capacity			
For the tenderer:	(Insert name and address of organisation)		
Name & signature of witness		Date	

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Consultant the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer (as it only relates to rates, provisional sums, prime cost amounts, fixed amounts, compensation, expenses and activities) shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this project and any contract signed is the subject to the conditions of the project.

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site information and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature: _____

Date: _____

Name(s): Mr F.J. Motloug

Capacity: Acting Municipal Manager

For the Employer: Mrtsimaholo Local Municipality

Name and Address of the employer: Metsimaholo Local Municipality, 10 Fichardt Street, Sasolburg

Schedule of Deviations

1 Subject

 Details

2 Subject

 Details

3 Subject

 Details

4 Subject

 Details

5 Subject

 Details

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

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



Reference no.: MLM11/2023/24

APPOINTMENT OF A SERVICE PROVIDER FOR THE REPAIR OF ROOF AND BALCONY AT MUNICIPAL BUILDING OFFICES IN ZAMDELA LOCATION.

C.1.2 Contract Data

C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works –3rd Edition 2015, Third print", issued by the South African Institution of Civil Engineering. (Short title:"General Conditions of Contract 2015").

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under "Contract Specific Conditions".

CONTRACT SPECIFIC CONDITIONS

1. GENERAL

These Contract Specific Conditions (CSC) form an integral part of the Contract. The Contract Specific Conditions shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "CSC" followed in each case by the number of the applicable clause or sub-clause in the General Conditions of Contract 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

CSC 1.1.2 DEFINITIONS, INTERPRETATIONS AND GENERAL PROVISIONS

"**Labour-based Construction**" means the effective employment of appropriate technologies and labour-intensive construction methods on projects specifically designed to maximize the workforce with limited use of machines.

"**Community**" shall mean all persons deemed to reside in the immediate vicinity of the project.

CSC 4.3 Compliance with applicable laws

CSC 3.2.4 Health and Safety

"The Occupational Health and Safety Act No. 85 and Amendment Act No 181 of 1993 and the Construction Regulations 2003 will in all respects be applicable to this contract."

CSC 4.4 Payment to subcontractor

"The above-mentioned procedure shall adhere to the **Preferential procurement regulations, 2011, pertaining to the Preferential Procurement Policy Framework Act, Act No. 5 of 2000, published by National Treasury on 1 December 2011** and to any prescribed regulations of the FREESTATE Provincial Government pertaining to procurement.

CSC 5.7 PROGRESS OF THE WORKS

The contractor shall within 3 days of receipt of notification submit to the Employer in writing the action(s) the contractor intends to take to expedite the rate of progress, and within 7 days of receipt of notification implement such steps. The contractor shall as part of his actions submit to the Employer a detailed revised program accommodating the agreed steps to meet the Due Completion date.

C1.2.2 CONTRACT SPECIFIC DATA

This Contract will be based on the "General Conditions of Contract for Construction Works 3RD Edition 2015", issued by the South African Institution of Civil Engineering. (Short title: "General Conditions of Contract 2015").

The above-mentioned General Conditions of Contract for Construction may be inspected at the offices of the Employer or the offices of the Employer's Agent. Tenderers shall obtain their own copies from the South African Institute of Civil Engineering

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under "Special Conditions of Contract".

PART 1: DATA PROVIDED BY THE EMPLOYER

Ref. Clause	Data provided by the Employer
1.1.1.15	The Employer is Metsimaholo Local Municipality
1.2.1	The Employer's address for receipt of communications is: Telephone: +27 16 973 8345 E-mail: taude.mahlaba@metsimaholo.gov.za Address (Physical): Municipal Offices, 10 Fichardt Street, Sasolburg, 4800
1.3.2	The governing law is the law of South Africa.
	Contract duration is 60 calendar days
1.1.1.13	The defect liability is 12 months , a time measured from the date of the certificate of Completion
5.3.1	The documentation required before commencement with Works execution are: • Health and Safety Plan (Refer to Clause 4.3) • Initial programme
5.3.2	The time to submit the documentation required before commencement with Works execution is 14 days .
5.8.1	The special non-working days are holidays and the builders break as recommended by the yearly BCCEI Circular
5.13.1	The penalty for failing to complete the Works is R2500 Monetary value per day.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80% percentage.
6.10.3	The limit of retention money is 10%
6.8	Price adjustments for variations in the costs of special materials is Not applicable

.....
SIGNATURE

PART C2: PRICING DATA

PART C2: Pricing Data

C2.1 Pricing Instructions

C2.2 Schedule of Quantities

C2.1 Pricing Instructions

Bills of Quantities covering broad scope of work is attached

Assumptions

Pricing assumptions must indicate assumptions have been made by the client in respect of this project, so that the tenderer can make necessary considerations in its pricing processes e.g all activities to be executed by the contractors are part of the scope and have been considered in the Pricing schedule; the building material for most of the activities is available in right quantities within the province; temperatures throughout the year are conducive for both internal and external works; no dramatic changes in weather patterns e.g excessive flooding will be experienced; unskilled local labour is available to assist in the execution of works;

Instructions,

These should refer to conditions which must be strictly adhere to. It must also be in the instructions that the tenderer would be expected to consider in their pricing all the resources and tools needed to fulfil requirements of each stage or deliverable.

Some of the instruction to be utilised can be taken from the list below:

The Contractor is expected to price each item provided, except where instructed otherwise. The rates provided by the bidder will be verified for their reasonableness. The employer reserves the right to adjust the final prices once the tenderer has been found to have complied with other tender conditions.

Bills of Quantities covering broad scope of work is attached. The Contractor is expected to price each item provided, except where instructed otherwise. The rates provided by the bidder will be verified for their reasonableness. The employer reserves the right to adjust the final prices once the tenderer has been found to have complied with other tender conditions.

C2.2 PRICING SCHEDULE / BILLS OF QUANTITIES

The rates and prices offered by the tenderer must be physically written into the pricing schedule or Bills of Quantities of this tender document, completed in full and signed. Failure to do so could disqualify the tender.

All items in the Pricing Schedule / Bills of Quantities must be priced, subject to the following: a) Where pricing for any item is intentionally included in the rate or Price of another item, this must always be clearly indicated so and cross-referenced to the item in question in the Pricing Schedule / Bills of Quantities. Tenders showing unpriced items without due reference to where the omitted prices are included in other items in the Pricing Schedule / Bills of Quantities, could result in the disqualification of the tender.

Summarising parts or sections of the Pricing Schedule / Bills of Quantities into single lump sums or rates without providing the breakdown of pricing of items as per the Pricing Schedule / Bills of Quantities is not acceptable and could result in disqualification of the tender.

Where an item is encountered against which no Price or rate is entered and it can be reasonably attributed to error on the part of the tenderer that item will be treated as covered by other Prices or rates in the Pricing Schedule/Bills of Quantities.

Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words will govern. cidb inform practice notes (#5) on procedures of dealing with errors and discrepancies will apply.

Where there is an error in the line items total resulting from the product of the unit rate, the rate shall govern and the line item total shall be corrected. cidb inform practice notes (#5) on procedures of dealing with errors and discrepancies will apply.

For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity: The number of units of work for each item
Rate: The payment per unit of work at which the Tenderer tenders to do the work
Amount: The quantity of an item multiplied by the tendered rate of the (same) item
Sum: An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
Sum	=	Sum
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

PRICING SCHEDULE AND SCOPE OF WORKS

Include the BOQ and brief description of the scope of works.

Seq. No	ITEM DESCRIPTION	UNIT m ² /m ³	QTY	RATE	TOTAL AMOUNT
	<u>BILL 1</u>				
	<u>Roof slab maintenance & waterproofing</u>				
1	Remove damaged and dilapidated waterproofing on the roof slab, sand down, remove dust, grease and dispose of waste material. Supply and apply two coats of good quality primer on the roof slab.	m ²	520		
2	Flash plaster parapet coping and flashing for waterproofing	m ²	145		
3	Supply and apply waterproofing system - ArmTec System.	m ²	520		
	<u>Balconies maintenance & waterproofing</u>				
4	Strip out damaged and cracked tiles, Remove rubble, sand down, remove dust, grease and dispose any foreign substances.	m ²	44		
5	Prepare the area and Primer Substrate	m ²	44		
6	Supply, seal & Waterproof Section - ArmTec UnderTile System	m ²	44		
7	Supply and install 350 x 350mm Matt porcelain floor tiles including glue, accessories and allow 10% for cutting	m ²	44		
	SUB TOTAL				
	CONTINGENCIES		10%		
	SUB TOTAL				
	VAT				
GRAND TOTAL				R	



Reference no.: MLM 11/2023/24

APPOINTMENT OF A SERVICE PROVIDER FOR THE REPAIR OF ROOF AND BALCONY AT MUNICIPAL BUILDING OFFICES IN ZAMDELA LOCATION.

PART C3: SCOPE OF WORK

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BACKGROUND

DEVELOPMENT PROCUREMENT OBJECTIVES AND OBLIGATIONS.....

LOCATION OF THE SERVICES.....

GENERAL REQUIREMENTS.....

C4.2: DELIVERABLES.....

PART C3: Scope of Work

Background

The management of municipal Roads, Building and Storm Water Infrastructure is part of the Engineering Services Department and primary function to Building and Infrastructure section. The section utilizes the operational budget in fulfilling Its function of maintaining all buildings within the areas of Jurisdiction of Metsimaholo local municipality.

Location of the services

The works shall be located (GPS Coordinates: 26,83708'S, 27,84398' E) within the Zamdela location.

General requirements

A more detailed description of the works as required is given below:

- (a) The work under comprises mainly the following:
- (i) Roof slab maintenance and water proofing, remove damaged and dilapidated waterproofing on the roof slab.
 - (ii) Flash plaster parapet coping and flashing for waterproofing.
 - (iii) Apply waterproofing system-ArmTec System
 - (iv) Balconies maintenance and waterproofing

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

Approximate quantities of each type of work are given in the Schedule of Quantities.

General

The Contractor shall:

provide a fortnightly progress report covering work which is the subject of a scope of works be required to participate in Monthly progress meetings with the Others within the Zamdela region.

Health and safety

The Contractor shall manage health and safety in accordance with the latest edition of the Occupational Health and Safety Specification for Construction Works Contracts.

Completion strategy

a) The Contractor shall develop a completion strategy to minimise the correction of defects after Completion and to achieve Completion on or before the Completion Date. Such a strategy shall include a systematic approach to ensuring that employees and subcontractors search for defects as the work progresses, programme their work in such a manner that defects are corrected ahead of Completion and sufficient time is allowed for commissioning.

Programme

The additional information to be shown on the programme are the dates for submission of end of stage deliverables associated with the latest edition of the National Treasury Framework for Infrastructure Procurement and Delivery Management.

Invoices

Invoices submitted shall be a Tax invoices. The invoice shall comply with requirements, if any, established by the Employer.

DELIVERABLES

Project Deliverables

List of deliverables expected from the contractor:

Site Assessment Report and Condition Assessment Reports for the project

Project Implementation Plan

Close-Out Report including pictures before and after the Works and a file of all Contractual Documentation.

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government. In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.
- (iii) The General Conditions of Contract will form part of all bid documents and may not be amended.
- (iv) Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the 5 RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be

manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such 6 obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause

5.3 Except for purposes of performing the contract.

5.4 Any document, other than the contract itself mentioned in GCC clause

5.5 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.6 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried

out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the

contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take 10

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without

the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the 11 supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any 12 person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which 13 may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is

reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Supply Chain Management Unit hereby invites bids for the following requirements:

Bid No. MLM	Bid Description	Evaluation Criteria	Specific Goals	Bid Fee	Compulsory Briefing Meeting	CIDB Grading	Closing Date	Technical Contact Person
11/2023/24	APPOINTMENT OF A SERVICE PROVIDER FOR THE REPAIR OF ROOF AND BALCONY AT MUNICIPAL BUILDING OFFICES IN ZAMDELA LOCATION.	80/20 Price and functionality	Locality Details are stipulated in the tender document	R 600.00	23 November 2023 At 10H00 MAIN BUILDING – GROUND FLOOR	2 CE or Higher	14 December 2023 @11h00 FINANCE BUILDING FLOOR FOYER	Mr T. Mahlaba 078 226 9985

Bids terms and conditions:

1. Bids shall be evaluated and adjudicated in accordance with the Supply Chain Management Policy of Metsimaholo Local Municipality.
2. **WHERE A COMPULSORY BRIEFING SESSION IS REQUIRED, THE ONUS IS ON THE BIDDER TO ATTEND AND ARRIVE ON TIME, AS LATE ARRIVALS SHALL NEITHER BE ALLOWED INTO THE VENUE NOR WILL THEY BE PERMITTED TO SIGN THE ATTENDANCE REGISTER, AND THEREBY THEY WILL BE DEEMED TO BE ABSENT AND THEIR BIDS SHALL NOT BE CONSIDERED.**
3. Tender documents will be available at the **SCM Office, Metsimaholo Local Municipality, Civic Centre, 10 Fichardt Street, Sasolburg, finance building, 1st floor.**
4. Non-refundable tender document fee is payable in cash between 07:30am and 15:30pm at the **cashiers in the Rates Hall, Metsimaholo Local Municipality, Civic Centre, 10 Fichardt Street, Sasolburg.**
5. **TENDER DOCUMENTS CAN ALSO BE DOWNLOADED ON E-TENDER @www.etenders.gov.za**
6. The municipality reserves the right to accept the tender in part or totally reject it.
7. **Tenders endorsed with their specific Tender Numbers must be placed in the tender box located at Metsimaholo Local Municipality, Ground floor, Finance Building, 10 Fichardt Street, Sasolburg.**
8. Late tenders will not be accepted.
9. Incomplete tenders may be disqualified.
10. No faxed or e-mailed tenders shall be accepted.
11. The municipality reserves the right to accept any tender price and not necessarily the lowest, and to withdraw any bid before the award.
12. Bidders must comply with the requirements as specified in a tender document; failure to comply may lead to non-consideration (disqualification).
13. Bids from the persons in the service of the state such as Councillors, and other elected representative (MPs, MPLs), public servants, national and provincial, municipal officials, directors of public and municipal entities are barred from engaging in business with the municipality.

F.J. MOTLOUNG

Notice No: 15/2023/2024

ACTING MUNICIPAL MANAGER

**BIDDER MUST USE THE ANNEXURE'S ATTACHED HERETO
TO INCLUDE THE REQUIRED RETURNABLE DOCUMENTS**

**NB: None submission of this supporting documents may lead
to disqualification**

ANNEXURE A

Central Supply Database (CSD) Summary Report

ANNEXURE B

Company Registration Document

Certificate issued by Companies and Intellectual Property Commission

ANNEXURE C

Joint Venture Agreement

ANNEXURE D

Latest Municipal rates and taxes account OR lease agreement for the COMPANY

ANNEXURE E

Latest Municipal rates and taxes account OR lease agreement for the DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

ANNEXURE F

- Copy of Company CIDB Grading designation 2CE or Higher.

ANNEXURE G

Occupational Health and Safety Plan

ANNEXURE H

Letter of Good Standing (COIDA)

**BIDDER MUST USE THE ANNEXURE'S ATTACHED
HERETO TO INCLUDE THE REQUIRED RETURNABLE
DOCUMENTS FOR FUNCTIONALITY**

**NB: None submission of this supporting documents will
lead to no points award**

ANNEXURE I

Company Experience

(Signed Appointment letter or official order with corresponding fully completed and signed Metsimaholo reference form must be attached)

SATISFACTORY LETTER - A

TO: METSIMAHOLO LOCAL MUNICIPALITY

I, the undersigned being duly authorized to do so, hereby furnish a reference to Metsimaholo Local Municipality relative to bid MLM 11/2023/24 for the: **Appointment of a service provider for the repair of roof and balcony at municipal building offices in Zamdela location.**

Company Name	
Project Name	
Contract Number/Tender number	
Project value	
Description of scope of work	
Duration / time when the above was provided	
Was their performance satisfactory? <input type="checkbox"/> Yes / <input type="checkbox"/> No	<i>If No, please furnish details:</i>
Was the product offered complying with the specifications? <input type="checkbox"/> Yes / <input type="checkbox"/> No	<i>If No, please furnish details:</i>
Will you recommend this supplier to anyone without reservations? <input type="checkbox"/> Yes / <input type="checkbox"/> No	<i>If No, please furnish details:</i>

Name of authorized person: **Position**

Signature:

Telephone:

E-mail:

Date:

Completed on behalf of (Name of Institution)

.....

NB: This document must be completed in full by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points.



SATISFACTORY LETTER - B

TO: METSIMAHOLO LOCAL MUNICIPALITY

I, the undersigned being duly authorized to do so, hereby furnish a reference to Metsimaholo Local Municipality relative to bid MLM 11/2023/24 for the: **Appointment of a service provider for the repair of roof and balcony at municipal building offices in Zamdela location.**

Company Name	
Project Name	
Contract Number/Tender number	
Project value	
Description of scope of work	
Duration / time when the above was provided	
Was their performance satisfactory? <input type="checkbox"/> Yes / <input type="checkbox"/> No	<i>If No, please furnish details:</i>
Was the product offered complying with the specifications? <input type="checkbox"/> Yes / <input type="checkbox"/> No	<i>If No, please furnish details:</i>
Will you recommend this supplier to anyone without reservations? <input type="checkbox"/> Yes / <input type="checkbox"/> No	<i>If No, please furnish details:</i>

Name of authorized person:

Position

Signature:

Telephone:

E-mail:

Date:

Completed on behalf of (Name of Institution)

.....

***NB:** This document must be completed in full by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points.*



SATISFACTORY LETTER - C

TO: METSIMAHOLO LOCAL MUNICIPALITY

I, the undersigned being duly authorized to do so, hereby furnish a reference to Metsimaholo Local Municipality relative to bid MLM 11/2023/24 for the: **Appointment of a service provider for the repair of roof and balcony at municipal building offices in Zamdela location.**

Company Name	
Project Name	
Contract number/Tender number	
Project value	
Description of scope of work	
Duration / time when the above was provided	
Was their performance satisfactory? <input type="checkbox"/> Yes / <input type="checkbox"/> No	<i>If No, please furnish details:</i>
Was the product offered complying with the specifications? <input type="checkbox"/> Yes / <input type="checkbox"/> No	<i>If No, please furnish details:</i>
Will you recommend this supplier to anyone without reservations? <input type="checkbox"/> Yes / <input type="checkbox"/> No	<i>If No, please furnish details:</i>

Name of authorized person: **Position**

Signature:

Telephone:

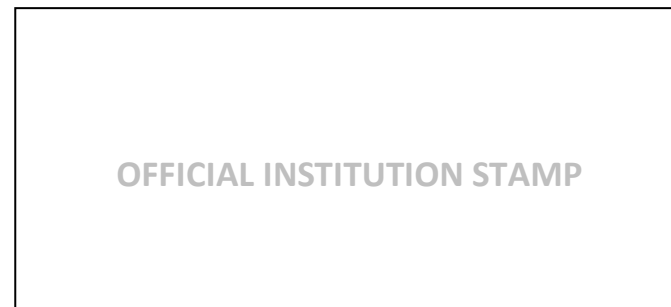
E-mail:

Date:

Completed on behalf of (Name of Institution)

.....

***NB:** This document must be completed in full by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points.*



SATISFACTORY LETTER - D

TO: METSIMAHOLO LOCAL MUNICIPALITY

I, the undersigned being duly authorized to do so, hereby furnish a reference to Metsimaholo Local Municipality relative to bid MLM 11/2023/24 for the: **Appointment of a service provider for the repair of roof and balcony at municipal building offices in Zamdela location.**

Company Name	
Project Name	
Contract Number/Tender number	
Project value	
Description of scope of work	
Duration / time when the above was provided	
Was their performance satisfactory? <input type="checkbox"/> Yes / <input type="checkbox"/> No	<i>If No, please furnish details:</i>
Was the product offered complying with the specifications? <input type="checkbox"/> Yes / <input type="checkbox"/> No	<i>If No, please furnish details:</i>
Will you recommend this supplier to anyone without reservations? <input type="checkbox"/> Yes / <input type="checkbox"/> No	<i>If No, please furnish details:</i>

Name of authorized person: **Position**

Signature:

Telephone:

E-mail:

Date:

Completed on behalf of (Name of Institution)

.....

***NB:** This document must be completed in full by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points.*



SATISFACTORY LETTER - E

TO: METSIMAHOLO LOCAL MUNICIPALITY

I, the undersigned being duly authorized to do so, hereby furnish a reference to Metsimaholo Local Municipality relative to bid MLM 11/2023/24 for the: **Appointment of a service provider for the repair of roof and balcony at municipal building offices in Zamdela location.**

Company Name	
Project Name	
Contract Number/Tender number	
Project value	
Description of scope of work	
Duration / time when the above was provided	
Was their performance satisfactory? <input type="checkbox"/> Yes / <input type="checkbox"/> No	<i>If No, please furnish details:</i>
Was the product offered complying with the specifications? <input type="checkbox"/> Yes / <input type="checkbox"/> No	<i>If No, please furnish details:</i>
Will you recommend this supplier to anyone without reservations? <input type="checkbox"/> Yes / <input type="checkbox"/> No	<i>If No, please furnish details:</i>

Name of authorized person: **Position**

Signature:

Telephone:

E-mail:

Date:

Completed on behalf of (Name of Institution)

.....

***NB:** This document must be completed in full by the referee and it to be included in the bid submission. Failure to adhere to this requirement will result in the bidder not being allocated points.*



ANNEXURE J

Personnel Experience

ANNEXURE K

Equipment