

EMALAHLENI LOCAL MUNICIPALITY

PROJECT NO.: ELM/2/06/2022T

THE CONSTRUCTION OF INDWE PUBLIC ABLUTION FACILITIES

T2.3 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

Form 2.3.1 Record of Addenda to Tender Documents

Form 2.3.2 Procurement Form

T2.3.1

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FORM 2.3.1 RECORD OF ADDENDA TO TENDER DOCUMENTS

(Addenda received from Engineer for amendments on Tender Documentation)

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Name of Tenderer:

Date:

Signature :

Full name of signatory:

T2.3.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.3.2 PROCUREMENT FORM

Acceptable Tenders will be evaluated using a system that awards points on the basis of Tender price and the meeting of specific goals.

DEFINITIONS

“Acceptable Tender” means any Tender which, in all respects, complies with the conditions of Tender and specifications as set out in the Tender document, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Supply Chain Management of Council.

“Council” refers to the Emalahleni Local Municipality.

“Equity ownership” refers to the percentage ownership and control, exercised by individuals within an enterprise and they are involved in the day to day running of the Company.

“HDI equity ownership” refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of a HDI.

“Historically disadvantaged individuals (HDIs)” means all South African citizens –

- (i) Who had no franchise in national elections prior to the introduction of the 1983 and 1993 constitutions (Referred to as Previously Disadvantaged Individuals (PDIs) in this document)
- (ii) Women
- (iii) Disabled persons.

“SMME’s” (small, medium and micro enterprises) refers to separate and distinct business entities, including co-operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996). Refer to the attached addendum for a definition of SMME's for different economic sectors. Tenders are adjudicated in terms of NDM Procurement Policy, and the following framework is provided as a guideline in this regard.

1. Technical adjudication and General Criteria

- Tenders will be adjudicated in terms of inter alia:
- Compliance with Tender conditions
- Technical specifications

If the Tender does not comply with the Tender conditions, the Tender will be rejected. If technical specifications are not met, the Tender may also be rejected.

T2.3.3

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

With regard to the above, certain actions or errors are unacceptable, and warrants **REJECTION OF THE TENDER**, for example:

- Tax Compliance Status (TCS) Pin must be supplied with the tender or the tender will not be considered and in case of a JV ,Tax Compliance Status (TCS) Pins for both companies must be submitted.
- Pages to be completed, removed from the Tender document, and have therefore not been submitted.
- Failure to complete the schedule of quantities as required
- Scratching out without initialling next to the amended rates or information.
- Writing over / painting out rates / the use of tippex or any erasable ink, eg. Pencil.
- Failure to attend compulsory site inspections
- The Tender has not been properly signed by a party having the authority to do so, according to the **Form 2.2.2 – “Authority for Signatory”**
- No authority for signatory submitted.
- Form of Offer not completed.
- Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.
- The Tenderer’s attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
- The Tender has been submitted after the relevant closing date and time
- Each page of the Contract portion of this Tender document (Part C1 – C4) must be initialled by the authorised person in order for the document to constitute a proper Contract between the Employer and the undersigned.
- If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
- If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory.

2. Size of enterprise and current workload

Evaluation of the Tenderer’s position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

3. Staffing profile

Evaluation of the Tenderer’s position in terms of:

- Staff available for this contract being Tendered for
- Qualifications and experience of key staff to be utilised on this contract

T2.3.4

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4. Financial ability to execute the contract:

Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:

- Contact the Tender's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.

5. Good standing with SA Revenue Services

- Determine whether an original valid tax clearance certificate has been submitted.

Tax Compliance Status (TCS) Pin must be supplied with the tender or the tender will not be considered and in case of a JV ,Tax Compliance Status (TCS) Pins for both companies must be submitted.

6. Penalties

The Emalahleni Local Municipality will if upon investigation it is found that a preference in terms of the Contract has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:

- Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.
- Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.
- Restrict the suppliers, its shareholders and directors on obtaining any business from the Emalahleni Local Municipality for a period of 5 years.

T2.3.5

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

DECLARATION

I/We the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, certifies that the items mentioned in part of the foregoing procurement form and returnable documents qualifies/qualify for the preference(s) shown and acknowledge(s) that:

The information furnished is true and correct.

The contractor may be required to furnish documentary proof to the satisfaction of the Emalahleni Local Municipality that the claims are correct.

If the claims are found to be inflated, the Emalahleni Local Municipality may, in addition to any other remedy it may have, recover from the contractor all cost, losses or damages incurred or sustained by the Emalahleni Local Municipality as a result of the award of the contract and/or cancel the contract and claim any damages which the Emalahleni Local Municipality may suffer by having to make less favourable arrangements after such cancellation.

Signature of Tenderer

Signed at _____ on _____ day of _____ 2022

For the tenderer

WITNESSES:

1. _____
2. _____

T2.3.6

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2