

JOE GQABI DISTRICT MUNICIPALITY



CONTRACT NO.: JGDM2022/23-025

**TELEMETRY SYSTEM: INSTALLATION AND MAINTENANCE FOR A
PERIOD OF THREE YEARS**

TENDER DOCUMENT

NAME OF TENDERER:
TENDER AMOUNT: (Including VAT, Escalation and Contingencies)
CLOSING DATE:
SARS PIN:
CLOSING TIME:

EMPLOYER:

The Municipal Manager
Joe Gqabi District Municipality
Private Bag X102
BARKLY EAST
9786

NOTICE TO TENDERERS

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A tender not complying with the peremptory requirements stated hereunder will be regarded as not being an "Acceptable Tender", and as such will be rejected.

"Acceptable Tender" means any tender which, in all respects, complies with the conditions of tender and specifications as set out in the tender documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.

1. SARS pin and Tax Reference Number to be declared in the bid (cover page of the bid document). In the case of a Trust, Joint Venture, or Consortium each party to a Trust/Joint Venture/Consortium should submit a separate Tax Clearance Certificate
2. If any pages have been removed from the tender document, and have therefore not been submitted, or a copy of the original tender document has been submitted.
3. Failure to complete the Bill of Quantities as required, i.e. only lump sums provided.
4. Scratching out, writing over error and painting out rates, without initialling next to the amended rates or information, affecting the evaluation of the tender.
5. The use of correction fluid (i.e. tippex / correctional fluid) or any erasable ink, e.g. pencil.
6. Non-attendance of compulsory information session.
7. The tender has not been properly signed by a person having the authority to do so. (Refer to Declaration)
8. Particulars required in respect of the tender have not been completed. Except if information required on a Preferential Point System in respect of Broad Based Black Economic Empowerment Systems, is not completed, the tender will not be disqualified but no preference points will be awarded.
9. Tenderers must note that only information filled in at the spaces provided therefore in the tender document will be considered for evaluation purposes, unless additional space is required, and then only if the location of the additional information in the attachments is properly referred to by page number and section heading. Information supplied anywhere else will be disregarded which may lead to the rejection of the tender. **The attachment or inclusion of information not specifically asked for is not desirable and lead to delays in the awarding of tenders.**
10. The Tenderers attempting to influence or has in fact influenced the evaluation and /or awarding of the contract.
11. The tender has been submitted either in the wrong tender box or after the relevant closing date and time.
12. Failure to provide a valid certificate from the Department of Labour, or a declaration (Specific goals – "Equity ownership") by a designated Employer (see definition in Schedule 23, page 94) that it complies with the Employment Equity Act No 55 of 1998.
13. If any municipal rates and taxes or municipal service charges owed by the Tenderers or any of its directors / members to the municipality or municipal entity, or to any other municipality or municipal entity, are in arrears for more than three months. (Copies of all latest relevant municipal accounts of the tendering entity, or in the case of Joint Ventures each entity constituting the Joint Venture, must be attached to this tender).
14. If any Tenderer whom during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory.
15. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person:
 - a) who is in the service of the state, or;
 - b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
 - c) who is an advisor or consultant (agent) contracted with the municipality in respect of contract that would cause a conflict of interest.
16. The Tenderer will be rejected if they are not registered in the required CIDB contractor grading designation (category) or higher, as required in this tender documentation.

Tender
General Tender Information

17. Tender offers will be rejected if the Tenderer or any of his directors is 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.
18. Tender offers will be rejected if the Tenderer has abused the JGDM's Supply Chain Management System.
19. Non submission of financial statements, if required. **(SEE TENDER DATA OR PRICING SCHEDULE)**
20. If the following have not been fully completed and signed:

A20	Declaration of Validity of Information Provided
A21	Declaration of Interest (MBD4)
A22	Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)
A23	Declaration for Procurement above R10 million (VAT included)
A24	Certificate of Independent Tender Determination (MBD 9)

NOTE:

IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE WORDS IN THE FOLLOWING GROUPS ARE SYNONYMOUS WITH EACH OTHER.

- CLIENT, EMPLOYER, JOE GQABI DISTRICT MUNICIPALITY (JGDM)
- TENDER, BID AND VARIATIONS THEREOF
- JOINT VENTURE / CONSORTIUM
- EMPLOYER'S AGENT / ENGINEER
- SANS / SABS

JOE GQABI DISTRICT MUNICIPALITY

DEPARTMENT NAME: WATER SERVICES PROVISION

CONTRACT NO.: JGDM2022/23-025

TELEMETRY SYSTEMS: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF TENDERING ENTITY:

.....

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER:

FAX NUMBER:

E-MAIL ADDRESS:

CONTRACT PRICE:R

.....
(Amount brought forward from the Form of Offer and Acceptance)*

Signed by authorised representative of the Tendering Entity:

Date:

****Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.***

JOE GQABI DISTRICT MUNICIPALITY

CONTRACT NO.: JGDM2022/23-025

TELEMETRY SYSTEMS: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	28 July 2023
CIDB CONTRACTOR GRADING	:	7EP
CLARIFICATION MEETING (compulsory)	:	MONDAY, 07 AUGUST 2023 at 11H00 AM (compulsory)
VENUE FOR CLARIFICATION MEETING	:	Committee Room, Joe Gqabi District Municipality Offices, CNR Cole and Graham Street in Barkly East
CLOSING DATE	:	31 August 2023
CLOSING TIME	:	12H00
CLOSING VENUE	:	Tender Boxes situated at JOE GQABI DISTRICT MUNICIPALITY Office Building, Corner of Cole & Graham Streets, Barkly East.
INSTRUCTIONS	:	Sealed tenders endorsed on the envelope with the Tenderer's name and the contract number, (completed in all respects, including C.1.1 Form of Offer) plus any additional supporting documentation must be placed into the tender box. The Name and Address of the Tenderer shall appear on the back of the envelope.
DATE OF THE OPENING OF TENDERS	:	31 August 2023
TIME OF THE OPENING OF TENDERS	:	12H00
VENUE OF THE OPENING OF TENDERS	:	Joe Gqabi District Municipality Offices, CNR Cole and Graham Street in Barkly East

Contents

Number	Heading	Pages
The Tender		
Part T1: Tendering Procedures		
T1.1	Tender Notice and Invitation to Tender	2
T1.2	TENDER DATA	7
Part T2: Returnable Documents		
T2.1	Returnable Documents	35
The Contract		
Part C1: Agreements and Contract Data		
C1.1	Form Of Offer And Acceptance	107
C1.2	Contract Data	112
C1.3	Arbitration	114
C1.4	Occupational Health And Safety Agreement	115
Part C2: Pricing Data		
C2.1	Pricing Instructions	119
C2.2	Bill Of Quantities	120
Part C3: Scope Of Work		
C3.1	Description Of The	128

Part T1: Tendering Procedures

	<u>Page</u>
T1.1 Tender Notice and Invitation to Tender	2
T1.1.1 Locality Plan	6
T1.2 TENDER DATA	7
T1.2.1 Standard Conditions of Tender	7
T1.2.2 Variations to the Standard Conditions of Tender	19
T1.2.3 Additional Conditions of Tender	31

JOE GQABI DISTRICT MUNICIPALITY
CONTRACT NO.: JGDM2022/23-025

TELEMETRY SYSTEM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

T1.1 TENDER NOTICE AND INVITATION TO TENDER

TENDER NOTICE

Tenders are hereby invited from suitably qualified and experienced Service Providers for Telemetry System Installations and Maintenance for Joe Gqabi District municipality for a period of three (3) years

BID NUMBER	NAME AND DESCRIPTION	COMPULSORY BRIEFING DETAILS	CIDB GRADING	CLOSING DATE
JGDM2022/23 - 025	Telemetry System Installations and Maintenance for Joe Gqabi District municipality for a period of three (3) years	Date: 07 August 2023 Time: 11H00am Venue: Joe Gqabi District Municipality offices, CNR Cole and Graham Street, Barkly East.	7EP	31 August 2023

Bid documents will be available from the www.etenders.gov.za and the Joe Gqabi District Municipality website <https://jgdm.gov.za/>. Hard copies of the bid document will be made available from Joe Gqabi District Municipality SCM offices Corner of Cole and Graham Street Barkly East from 28 July 2023 upon payment of a non-refundable fee of R 500.00 (Five Hundred Rand) for each document (either in cash, EFT or direct bank deposit to ABSA, 2380000019). Please quote the company name and bid number as reference. Payments must be made at the Cashier's Office, which is situated at the ground floor, Cnr of Graham and Cole Streets, Barkly East between the hours of 08h00 and 15h00 prior to the collection of the bid documents. Proof of purchase must be attached to the original Tender Document.

A compulsory briefing session will be held on **07 August 2023 commencing at 11:00 am Joe Gqabi District Municipality offices, CNR Cole and Graham Street, at 11H00am**. No potential bidder arriving after 11H15AM shall be allowed entry after / attendance nor filling-in of the attendance register.

Completed bid documents must be placed in a sealed envelope clearly marked "**TENDER NO: JGDM2022/23 -025: TELEMETRY SYSTEM INSTALLATIONS AND MAINTENANCE FOR JOE GQABI DISTRICT MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS**". These must be deposited the formal Tender Box situated outside the Main Building – JOE GQABI DISTRICT MUNICIPALITY, Corner of Cole & Graham Streets, Barkly East before closing time of **12H00 on 31 August 2023**, when tenders will then be opened in public. All tenders must be deposited in the tender box either by Bidders' representative or courier services, no municipal official will take responsibility to deposit any bidders' documents into the tender box situated at the address mentioned above.

EVALUATION CRITERIA

The bids will be evaluated and adjudicated in terms of the **80/20** Preference Point System prescribed by the Preferential Procurement Policy Framework Act No. 5 of 2000, pertaining to Preferential Procurement Regulations 2022, as well as the Joe Gqabi District Municipality's Supply Chain Management Policy – 80 points will account for price and 20 points relating to specific goals. Additionally to bid document completeness check and compliance with any tender conditions, bids will be subjected to functionality criteria and bids that scores less than 48 out of 65 points will be considered non-responsive.

It is prerequisite that all prospective service providers who are not yet registered on the Central Supplier Database; must be registered, registration can be done online via their website at <https://secure.csd.gov.za>.

PRICE AND SPECIFIC GOALS

PRICE : 80
SPECIFIC GOALS: 20

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- i) **NB: No Tenders will be considered from persons in the service of the state.**
- ii) **The Joe Gqabi District Municipality Supply Chain Management Policy will apply.**
- iii) The Joe Gqabi District Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid and to award to more than one bidder.
- iv) The standard tender conditions will apply.
- v) **Bids which are late, incomplete, unsigned, or submitted by facsimile or electronically will not be accepted.**
- vi) **All pages must be signed where necessary.**
- vii) **Additional annexure(s) is/are accepted only if cross referencing has been done and the page signed.**
- viii) Bids submitted are to hold good for a period of **90 days** after the closing date.
- ix) Bid documents must remain intact.
- x) Use of Tippex will render the bid non-responsive.
- xi) **Bidders must be registered on National Treasury's Central Supplier Database (CSD).**
- xii) **Maximum points of 20 points will be awarded to tender for specific goals for the Tenderer. Points scored on specific goals will be added to the points scored for price.**
- xiii) SARS pin and Tax Reference Number to be declared in the bid (cover page of the bid document). In the case of a Trust, Joint Venture, or Consortium each party to a Trust/Joint Venture/Consortium should submit a separate Tax Clearance Certificate.
- xiv) **Recommended bidder will be required to submit proof of company office address (Municipal account not older than 90 days or Municipal Clearance certificate or lease agreement or proof of address and affidavit from village residents only) FOR LOCAL MUNICIPALITY AND DISTRICT MUNICIPALITY before the award of tender.**
- xv) Declaration pages must be fully completed and signed.
- xvi) Joint Ventures/consortiums must provide signed copies of such agreements and all other returnable documents for each partner to the Joint Venture.
- xvii) Latest 3 consecutive years Audited Financial Statements for bidders that are registered as companies that are required by law to have audited financial statements must be submitted, for any other bidders latest 3 consecutive years Un-Audited financial statements must be submitted.
- xviii) **Certificate** of good standing for workmen's compensation to be submitted with the tender.
- xix) Failure to complete all tender forms, data sheets and submit all supplementary information will lead to the tender being considered non-responsive.

The Council reserves the right to extend the Tender Period and/or alter Conditions of Tender during the Tender Period at its own discretion.

Technical enquiries should be directed to Mr. Bongani Makehle (WSP Manager) by e-mail to bonganim@jgdm.gov.za during normal office hours. (Between 08H00 to 16H00, Monday to Friday).

SCM-related enquiries should be directed to Ms K. Seboko (Acquisition Co-ordinator) at Joe Gqabi District Municipality by email to: keitu@jgdm.gov.za during normal office hours. (Between 08H00 to 16H00, Monday to Friday)

Issued by



Mr. M. P Nonjola
Municipal Manager
Joe Gqabi District Municipality

The Scope of the project includes but is not limited to the following:

- 1) Design, supply, delivery, installation, testing and commissioning of the necessary hardware and software constituting a complete and fully operational telemetry system to approximately 50 sites.
- 2) Supply, install, repair, upgrade and maintain existing and newly installed telemetry management system.

Table 1 Site with telemetry installed.

▪ Potable water sites	≈	106
▪ Digi-peater / Repeater sites	≈	3
▪ Sanitation Pump Station (SPS) sites	≈	0
▪ Booster/Sewer Pump Station sites	≈	0
▪ Water Treatment Works	≈	10
▪ Wastewater Treatment Works	≈	0
▪ Reservoirs online instruments	≈	106
▪ Pump Stations online instruments	≈	25

Tenderers must additionally take notice of the following:

- An approved formal surety will be required.
- A valid ISO 9001:2015 Certification of the Tenderer must be submitted.
- A valid OHSAS 18001 or ISO 45001 Valid Certification of the Tenderer must be submitted.
- A valid ICASA Independent Communications Authority of South Africa of the Tenderer must be submitted.
- Certificate of good standing for workmen's compensation to be submitted with the tender.
- Tenderer to submit with his/her tender the company profile, proof of company registration and certified ID copies of owners/directors of the company.
- Originally, certified copies should not be older than three (3) months.
- Failure to complete all tender forms, data sheets and submit all supplementary information will lead to the tender being considered non-responsive.
- The successful Tenderer will have to supply surveyed co-ordinates of the as-built information on completion of the project.
- Penalties will be applied both in respect of late completion of the Works and failure to meet the required targets.
- The Employer (Joe Gqabi District Municipality) does not provide insurance.

JOE GQABI DISTRICT MUNICIPALITY

CONTRACT NO.: JGDM2022/23-025

TELEMETRY SYSTEM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

INVITATION TO TENDER

THE FOLLOWING PARTICULARS **MUST** BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR TENDER BEING DISQUALIFIED)

NAME OF TENDERDER		
POSTAL ADDRESS		
STREET ADDRESS		
TELEPHONE NUMBER	CODE :	NUMBER :
CELLPHONE NUMBER		
FACSIMILE NUMBER	CODE :	NUMBER :
E-MAIL ADDRESS		
VAT REGISTRATION NO.		
HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED?		
YES		NO
HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED?		
YES		NO
NOTE : (A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)		
IF YES , WHO WAS THE CERTIFICATE ISSUED BY? [TICK APPLICABLE BOX]		
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
A REGISTERED AUDITOR APPROVED BY THE INDEPENDENT REGULATORY BOARD OF AUDITORS (IRBA)		
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?		
YES [IF YES ENCLOSE PROOF]		NO

SIGNATURE OF TENDERDER:

DATE:

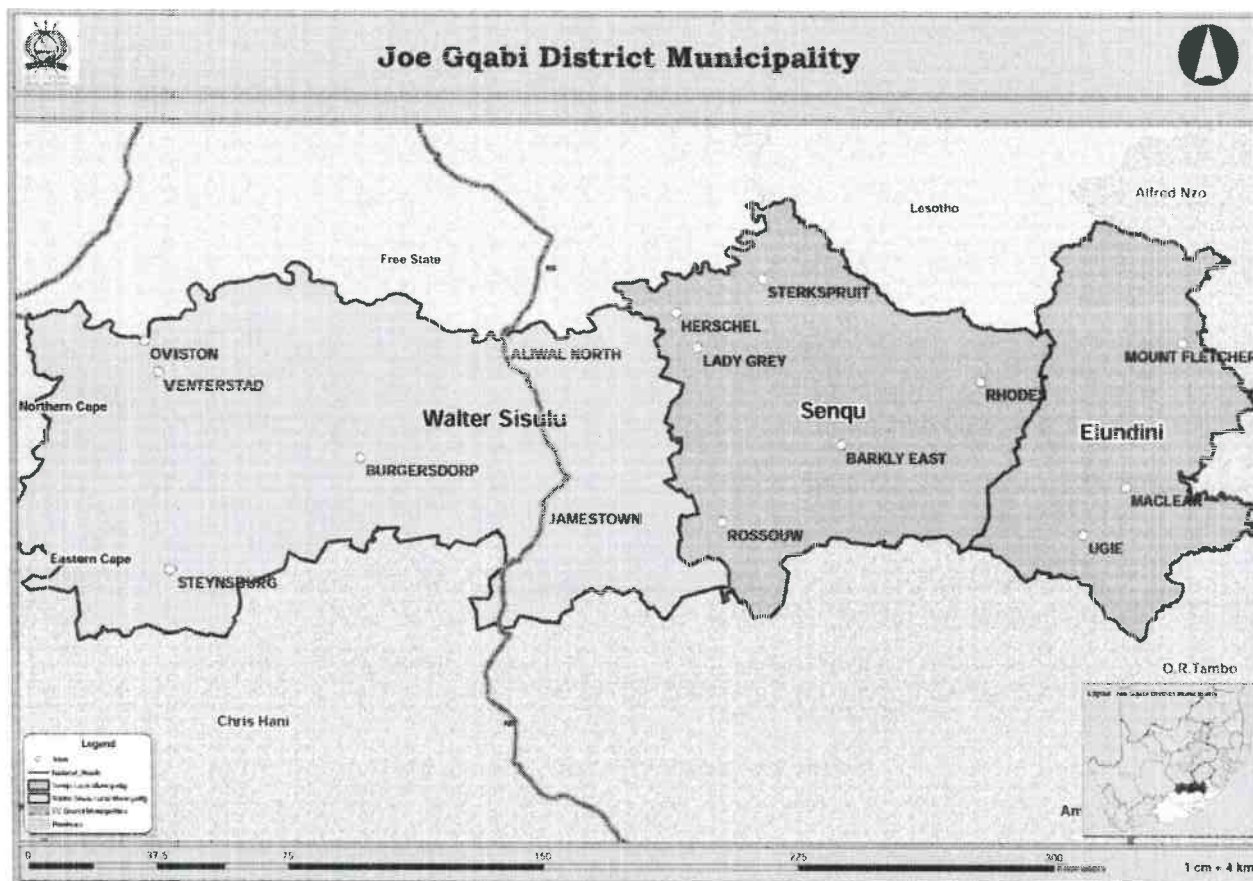
CAPACITY UNDER WHICH THIS TENDER IS SIGNED:

JOE GQABI DISTRICT MUNICIPALITY

CONTRACT NO.: JGDM2022/23-025

TELEMETRY SYSTEM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

T1.1.1 LOCALITY PLAN



JOE GQABI DISTRICT MUNICIPALITY

CONTRACT NO.: JGDM2022/23-025

TELEMETRY SYSTEM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

T1.2 TENDER DATA

Tender data is covered in three sections:

- T1.2.1 refers to the Standard Conditions of Tender;
- T1.2.2 lists the Variations to the Standard Conditions of Tender; and
- T1.2.3 covers the Additional Conditions of Tender.

T1.2.1 Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in Standard Conditions Of Tender of Board Notice 136 of 2015 in Government Gazette No 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za).

Standard Conditions of Tender

Note:

- 1 These Standard Conditions of Tender are similar to that contained in Annex F of SANS 294: 2004, Construction Procurement Processes, Procedures and Methods.
2. Annex E of SANS 294, Construction Procurement Processes, Procedures and Methods, and SAICE's Practice Manual #1, The use of South African National Standards in Construction Procurement, provides guidance on referencing these Standard Conditions of Tender in procurement documents.

F.1 GENERAL

F.1.1 Actions

F.1.1.1 The Employer and each Tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anti competitive practices.

F.1.1.2 The Employer and the Tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest , indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the Employer shall declare any conflict of interest to whoever is responsible for over seeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exist or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The Employer shall not seek and a Tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the Employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 **For the purposes of these conditions of tender, the following definitions apply:**

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a Tenderer.

F.1.4 Cancellation and Re-Invitation of Tenders

F.1.4.1 **An organ of state may, prior to the award of the tender, cancel a tender if-**

- 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.

F1.5.2 The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.5 Procurement procedures

F.1.5.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the Tenderer who in terms of F.3.11 is the highest ranked or the Tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.5.2 Competitive negotiation procedure

F.1.5.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, Tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the Employer shall announce only the names of the Tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of Tenderers shall not apply.

F.1.5.2.2 All responsive Tenderers, or not less than three responsive Tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round

to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the Employer may request that tenders be clarified, specified and fine-tuned in order to improve a Tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.5.2.3 At the conclusion of each round of negotiations, Tenderers shall be invited by the Employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.5.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after Tenderers have been requested to submit their best and final offer.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the Tenderer satisfies the criteria stated in the tender data and the Tenderer, or any of his principals, is not under any restriction to do business with Employer.

F.2.1.2 Notify the Employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the Employer as the basis in a prior process to invite the Tenderer to submit a tender offer and obtain the Employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

F.2.2.1 Accept that, unless otherwise stated in the tender data, the Employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.2.2.2 The cost of the tender documents charged by the Employer shall be limited to the actual cost incurred by the Employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the

addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which Tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the Employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The Tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful Tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the Tenderer. All signatories to the tender offer shall initial all such alterations.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a Joint Venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for Tenderers proposing to contract as Joint Ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as

"ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the tender data, as well as the Tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the tender data, as well as the Tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the Employer, unless stated otherwise in the tender data.

F.2.14 **Information and data to be completed in all respects**
Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the Employer as non-responsive.

F.2.15 **Closing time**

F.2.15.1 Ensure that the Employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the Employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 **Tender offer validity**

F.2.16.1 Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the Employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the Employer may only be withdrawn or substituted by giving the Employer's Agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 **Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of Tenderers or substance of the tender offer is sought, offered, or permitted.

Note: *Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred Tenderer following a competitive selection process, should the Employer elect to do so.*

F.2.18 **Provide other material**

F.2.18.1 Provide, on request by the Employer, any other material that has a bearing on the tender offer, the

Tenderer's commercial position (including notarized Joint Venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the Employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds and policies

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the Employer within the time available for the Employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the Employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the Employer with any certificates as stated in the tender data.

F.3 The Employer's undertakings

F.3.1 Respond to requests from the Tenderer

F.3.1.1 Unless otherwise stated in the tender data, respond to a request for clarification received up to five working days before the tender closing time stated in the tender data and notify all Tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a Tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each Tenderer during the period from the date that tender documents are available until three days before the tender closing

time stated in the tender data. If, as a result a Tenderer applies for an extension to the closing time stated in the tender data, the Employer may grant such extension and, shall then notify all Tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the tender data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the Tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of Tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each Tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.4.4 Evaluate functionality of the technical proposals offered by Tenderers, then advise Tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.5 Non-disclosure

Not disclose to Tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful Tenderer.

F.3.6 Grounds for rejection and disqualification

Determine whether there has been any effort by a Tenderer to influence the processing of tender offers and instantly disqualify a Tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.7 Test for responsiveness

F.3.7.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.7.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- d) significantly change the Employer's or the Tenderer's risks and responsibilities under the contract, or
- e) affect the competitive position of other Tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.8 Arithmetical errors, omissions and discrepancies

F.3.8.1 Check the highest ranked tender or Tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F.3.8.2 The Employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the Tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.9 Clarification of a tender offer

Obtain clarification from a Tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.10 Evaluation of tender offers

F.3.10.1 General

Appoint an evaluation panel. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.10.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for Specific Goals
- 3) Add the points scored for price and Specific Goals.

F.3.10.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the tender data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R 50 million

4) (a)(i) 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):

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where :

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer.

- 4) (a)(ii) An Employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate.
- 4) (b) A maximum of 20 points relating to specific goals will be allocated in accordance with Preferential Procurement Policy Framework Act No. 5 of 2000: Preferential Procurement Regulations 2022, Reg 4(2) and (3).
- 4) (c) Subject to Reg 4(4) of the PPR 2022 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

Where:

N_{FO} is the number of tender evaluation points awarded for price.

W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the tender data.

A is a number calculated using the formula and option described in Table F.1 as stated in the tender data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

F.3.11.8 Scoring preferences

Points relating to specific goals will be allocated in accordance with Preferential Procurement Policy Framework Act No. 5 of 2000: Preferential Procurement Regulations 2022, Reg 4(2) and (3).

F.3.11.9 Scoring functionality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the tender data. Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = (W_2 \times S_O) / M_S$$

Where:

S_O is the score for quality allocated to the submission under consideration;

M_S is the maximum possible score for quality in respect of a submission;

W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the Employer

If requested by the proposed successful Tenderer, submit for the Tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the Employer to provide.

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the Employer, it does not present any risk and only if the Tenderer:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the

contract,

- c) has the **legal** capacity to enter into the contract,
- d) is not **insolvent**, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or **being** wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or **is** subject to legal proceedings in respect of any of the foregoing,
- e) complies **with** the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the Employer and the successful Tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to unsuccessful Tenderers

F.3.16.1 Notify the successful Tenderer of the Employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful Tenderer has been notified of the Employer's acceptance of the tender, notify other Tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

Provide to the successful Tenderer the number of copies stated in the tender data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to Tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of Tenderers or might prejudice fair competition between Tenderers.

F.3.19 Transparency in the procurement process

F.3.19.1 The CIDB prescripts require that tenders must be advertised and be registered on the CIDB Tender system.

F.3.19.2 The Employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F.3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F.3.19.4 The Employer must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type

- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F.3.19.5 The Employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F.3.19.6 Consultative Forum must be an independent structure from the tender committees.

F.3.19.7 The information must be published on the Employer's website.

F.3.19.8 Records of such disclosed information must be retained for audit purposes.

Alpha-numeric associated with the Contractor Grading Designations

Table G1: Contractor grading designations and associated parameters

Contractor Grading Designation	Tender Value Range designation	Maximum Value of Contract that a Contractor is considered capable of performing (R)
1 (class of construction works)	1	500 000
2 (class of construction works)	2	1000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No limit

T1.2.2 Variations to the Standard Conditions of Tender

The Standard Conditions of Tender make several references to the tender data for details that apply specifically to this tender. The tender data shall take precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender shall apply to this tender.

Clause No. Variation, Amendment or Addition

F.1 General

F.1.1 Actions

Add the following:

The Employer is **JOE GQABI DISTRICT MUNICIPALITY**, represented by Mr N.P Nonjola.

Telephone No. : 045 979 3160

Fax : N/A

Email Address : procurement@jgdm.gov.za

Add the following:

The following documents form part of this tender:

VOLUME 1: The General Conditions of Contract for Construction Work (Third Edition) 2015as published by the South African Institution of Engineering. This publication is available and Tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel (011) 805 5947, Fax: (011) 805 5971, email: civilinfo@saice.org.za.

VOLUME 2: Standard specifications, SANS.

Volumes 1 and 2 may also be inspected, by appointment, at the offices of the Employer's Agent during normal office hours.

The tender documents issued by the Employer comprise:

VOLUME 3: The tender document (this document), in which is bound:

The Tender

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation to Tender

T1.2 TENDER DATA

Part T2: Returnable Documents

T2.1 Schedule Of Contract Documents

T2.1 Returnable Documents

The Contract

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Arbitration

C1.4 Occupational Health And Safety Agreement

Part C2: Pricing Data

C2.1 Pricing Instructions

C2.2 Bill Of Quantities

Part C3: Scope Of Work

C3.1 Description Of The

Volume 3 is deemed the “Returnable Documents” which must be returned to the Employer in terms of submitting a tender offer.

Add the following additional clause:

Tender and / or Document Deposit

A non-refundable document deposit of R500.00 (Five hundred rand) payable by cash or EFT is required on collection of the tender documents.

F1.4.1 Add the following new sub-clause:

The Employer may reject a tender if, in the opinion of the Employer, the Tenderer will be unable to achieve the contract participation goal tendered, in the performance of the contract.

F1.4.2 Add the following new sub-clause:

Competitive negotiation procedure will not be followed.

Error! Reference source not found.

Error! Reference source not found.

Error! Reference source not found.

Error! Reference source not found.

Add the following after Error! Reference source not found.

Only those Tenderers who satisfy the following criteria are eligible to submit tenders:

A. Construction Industry Development Board (CIDB) Registration

Only those Tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in 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) or 25(7A) of the Construction Industry Development Regulations, for a 7EP class of construction work, are eligible to have their tenders evaluated.

B. Joint ventures are eligible to submit tenders provided that:

1. every member of the Joint Venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the 7EP class of construction work;
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation, determined in accordance with the sum tendered for a8CE class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.

Table G.1. on page 18, reflects the alpha-numeric associated with the contractor Grading Designations.

Notwithstanding the above, Tenderers registered as potentially emerging contractors with the CIBD and who are registered in one contractor grading designation lower than that required, in terms of the above, are eligible to submit a tender.

If called upon to do so by the Employer and / or the Employer's Agent, the Tenderer shall within 48 hours provide satisfactory evidence of compliance with this condition. Failure to provide the evidence within the time limit may result in the tender offer being rejected as non-responsive.

F2.2 Cost of tendering

Add the following to the clause:

Accept that once a tender document is drawn the deposit paid for the said tender document will not be refunded under any circumstance.

Accept that the Employer will not compensate the Tenderer for any costs incurred, in attending interviews in the office of the Employer or the Employer's Agent (if required).

F2.7 Clarification meeting

Add the following:

The arrangement for a **compulsory clarification meeting** is as stated in the Tender Notice and Invitation to Tender. (Refer to Section T1.1 on page 2.)

The Tenderer should be represented at the clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

Ensure that, his certificate of attendance is signed by the Employer's Agent.

Tender documents will not be made available at the site visit or clarification meeting. Detail relating to the collection of tender documents is indicated in the Tender Notice and Invitation to Tender. (Section T1.1 on page 2.)

F2.9 Insurance

Amend the following:

The Employer does not provide insurance.

The successful Tenderer (i.e. Contractor) is responsible for providing full insurance cover for the contract.

F2.10.3 Pricing of tender offer

Add the following to the sub-clause:

This tender is subject to contract price adjustments.

To correct errors made, draw a line through the incorrect entry and write the correct entry above in **BLACK INK** and place the initial of the authorised signatories next to the correct entry.

F2.13 Submitting a Tender Offer

A. Add the following at the end of Error! Reference source not found.

Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nought) copies.

B. Add the following after the first sentence of F.2.13.4

The tender shall be signed by a person duly authorised to do so. Tenders submitted by Joint Ventures of two or more firms shall be accompanied by the document of formation of the Joint Venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the Joint Venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the Joint Venture, and any other information necessary to permit a full appraisal of its functioning.

C. Add the following after the first sentence of F2.13.5

The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box : Tender Boxes provided at JOE GQABI DISTRICT MUNICIPALITY OFFICE

Physical address : Corner of Cole and Graham Street, Barkly East 9786

Identification details : TENDER NO.: JGDM2022/23-025

CONTRACT NO.: JGDM2022/23-025

F2.13.1 Add the following to the sub-clause:

No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.

F2.13.2 Replace the contents of the sub-clause with the following:

Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, by writing in **BLACK INK**.

All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.

- F2.13.3** *Add the following to the sub-clause:*
No copies of the tender offer are required.
- F2.13.4** *Add the following to the sub-clause:*
Only authorised signatories may sign the original (and all copies of the) tender offer, where required in terms of F2.13.3.
- F2.13.6** *Add the following to the sub-clause:*
A two-envelope procedure will not be followed.
- F2.13.9** *Add the following to the sub-clause:*
Electronic, telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

ADD THE FOLLOWING NEW SUB-CLASSES TO F3.13, AFTER SUB-CLAUSE F.2.13.9.

- F2.13.10** If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.
- F2.13.11** The Tenderer is required to enter information in the following sections of the document:

Section T1.1	Invitation to Tender
	Tax Clearance Certificate Requirement
	Declaration of Interest Form
	Preference Claim Form (Specific Goals)
	Tenderer 's Past Supply Chain Management Practices
	Certificate of Independent Tender Determination
Section T2.2	Returnable Documents
Section C1.1	Form of Offer and Acceptance
Section C1.2	Contract Data
Section C2.2	Bill of Quantities

The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses, after acceptance by the Employer of the tender offer. The Tenderer shall complete and sign the Form of Offer (Section C.1.1. on page 107), prior to the submission of a tender offer.

Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in F2.23, shall result in a tender offer being regarded as non-responsive. The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer, after acceptance by the Employer of the tender offer.

Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar Engineering Works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. The Tenderer shall satisfy the Employer and the Employer's Agent as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in Section T2.2 of contracts of a similar nature and magnitude which they have successfully executed in the past.

Accept that the Employer is restricted in accordance with the OHS Act, 1993 (Act No. 85 of 1993) and Construction Regulations 2014, Clause 4(4) to only appoint a Contractor whom he is satisfied has the necessary competencies and resources to carry out the Work safely.

Accept that submitting inferior and inadequate information relating to health and safety shall be regarded as justifiable and compelling reasons not to accept the tender offer of the Tenderer scoring the highest number of tender evaluation points.

F2.15 Closing Time

- F2.15.1** *Add the following:*
The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F2.16 Tender Offer Validity

- F2.16.1** *Add the following:*

The tender offer validity period is 90 days.

If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance, until the closure for business on the following working day.

F2.16.2 Add the following to the sub-clause:

Accept that should the successful Tenderer unilaterally withdraw his tender after the closing time for tenders, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received; or call for fresh tenders; or otherwise arrange for execution of the Works; and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses. The Tenderer shall also pay on demand either the difference in cost between the Tenderer withdrawn (as corrected in terms of clause F3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer; or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.

F2.17 Clarification of Tender Offer after Submission

F2.17.1 Add the following sub-clause:

A tender may be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer, or confirmation of registration with CIDB within the time for submission stated in the Employer's written request for such clarification or confirmation. A tender may be rejected if the unit rates or lump sums for some of the items in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion; and the Tenderer fails, within the time stated in writing by the Employer, to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained); or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.

F2.17.2 Add the following sub-clause:

Notwithstanding F2.23, submit within 7 days from receipt of a written request by the Employer, a full report from his banker as to his financial standing. The Employer may, at its discretion, condone any failure to comply with the foregoing condition.

Accept that the Employer and / or he Employer's Agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document; or the bankers of each of the individual members of any Joint Venture that is constituted for purposes of this Contract; with a view of ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual members of such Joint Venture.

F2.22 Return of tender documents

Replace the clause with the following:

Return all retained tender documents prior to the closing time for the submission of tenders.

F2.23 Certificates

Add the following:

The Tenderer is required to submit the following certificates with the tender:

A. Certificate of Contractor Registration (CIDB)

Certificate of the Contractor's Registration issued by the Construction Industry Development Board (CIDB). Where a Tenderer satisfies CIDB contractor grading designation requirements through Joint Venture formation, such Tenderers must submit the Certificates of Contractor Registration in respect of each partner. (Document B1 in Part T2.2 on page 98).

B. Tax Clearance Certificate

Tenderers shall be registered and in good standing with the South African Revenue Services (SARS), and shall submit/append documentary evidence/proof in the form of an original or certified copy of valid Tax Clearance Certificate issued by SARS. Failure to provide a valid Tax Clearance Certificate will result in the tender being rejected. Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate. (Document B2 in Part T2.2 on page 99)

C. Bargaining Council Certificates

Where applicable, a certificate of compliance issued by the relevant Bargaining Council. Each party to a Consortium/Joint Venture shall submit separate certificates in the above regard.

D. Tenders exceeding R10 million

Where the tendered amount (inclusive of VAT) exceeds R10 million, the Tenderer must submit the following:

- i) audited annual financial statement for 3 years; or for the period since establishment if established during the last 3 years; or if required by law to prepare annual financial statements for auditing (Document B2 in Part T2.2 on page 99).
- ii) a certificate certifying that the Tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days (Document B4 in Part T2.2 on page 101).
- iii) particulars of any contracts awarded to the Tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract.
- iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard. (Document B2 in Part T2, page 99).

E. Quality Assurance ISO 9001:2015 Certificate

Valid ISO 9001:2015 Certificate (Document B5 in Part T2.2 on page 109).

F. Occupational Health and Safety OHSAS 18001 or ISO 45001 Certificate

Valid OHSAS 18001 or ISO 45001 Certificate (Document B6 in Part T2.2 on page 110).

G. ICASA Certificate

The Tender shall provide and attach the Approval Certificate from Independent Communications Authority of South Africa (ICASA) on proposed radio carrier equipment. (Document B7 in Part T2.2 on page 111).

F.3 The Employer's undertakings

F.3.1 Respond to requests from the Tenderer

F.3.1.1 Add the following:

Respond to a request for clarification received up to five working days before the tender closing time, stated in the tender data, and notify all Tenderers who drew procurement documents.

F.3.4 Opening of tender submissions

F.3.4.1 Add the following:

The time and location for opening of the tender offers is:

Time : 12H00 on 31 August 2023
Location : Committee room, Joe Gqabi District Municipality Offices,
Corner of Cole and Graham Street, Barkly East.

Tenders will be opened immediately after the closing time for tenders at 12H00.

F.3.7 Test for responsiveness

Add the following after F.3.7.2(c)

Tenders will be considered non-responsive if:

- the tender is not in compliance with the Scope of Work;
- the Tenderer has not completed and/or signed the Offer portion of C1.1Form of Offer and Acceptance.
- the Tenderer does not comply with the Contractor's CIDB grading designation.
- the Tenderer has failed to clarify or submit any supporting documentation, within the time for submission, stated in the Employer's written request.

F.3.7 Evaluation of Tender Offers

F.3.4.1 General

Add the following:

Should the Tenderer comply with the Quality Scoring Criteria (F3.11.9), then the following evaluation will take place:

JOE GQABI DISTRICT MUNICIPALITY Supply Chain Management Procurement Policy will apply (this policy will be available for viewing at JGDM upon request). JGDM will evaluate the tender based on the 80/20 principle. The Tender Committee, Tender Evaluation Committee, Tender Adjudication and Accounting Officer will work on the evaluation of the tender. The lowest tender will not necessarily be accepted; and the right to accept the whole or part of any tender; or not to consider any tender not suitably endorsed, is fully reserved by the JOE GQABI DISTRICT MUNICIPALITY.

The bids will be evaluated and adjudicated in terms of the **80/20** Preference Point System prescribed by the Preferential Procurement Policy Framework Act No. 5 of 2000, pertaining to Preferential Procurement Regulations 2022, as well as the Joe Gqabi District Municipality's Supply Chain Management Policy – 80 points will account for price and 20 points relating to specific goals. Additionally to bid document completeness check and compliance with any tender conditions, bids will be subjected to functionality criteria and bids that scores less than 48 out of 65 points will be considered non-responsive.

F3.11.3 Add the following:

Method 2 will be used to evaluate all responsive tender offers as amended below:

- a. Open and record tender offers received.
- b. Determine whether or not tender offers are complete.
- c. Determine whether or not tender offers are responsive, and reject non-responsive tenders.
- d. Score quality, rejecting all tender offers that fail to score the minimum number of points for quality, as stated in F3.11.9.
- e. Score tender evaluation points for each financial offer.
- f. Calculate total tender evaluation points.
- g. Rank tender offers from the highest number of tender evaluation points to the lowest.
- h. Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

F.3.11.7 Scoring Price

Add the following:

The financial offer will be scored using **Formula 2 (Option 1)** where the value of W_1 is **80** points.

F3.11.8 Scoring Preference

Add the following:

Scoring of Preference Points will be done as defined in F.3.11.1.

F3.11.9 Scoring functionality

Replace this clause with the following:

Score quality in each of the categories in accordance with the tender data, and calculate the total score for quality as detailed in the table below:

QUALITY SCORING CRITERIA

Tenderers are to submit information in respect of the following criteria, upon which they will be scored for Quality. Failure to submit the relevant information will result in zero scores. Information not already catered for under other Returnable Documents is to be inserted under Section B9 "Additional Functionality Documents".

DETAILED BREAKDOWN OF QUALITY POINTS

		POINTS ALLOCATION		
FUNCTIONALITY CRITERIA	SUB-CRITERIA	CRITERIA	POINTS ALLOCATED	
Experience				
The bidder (company) must confirm projects/contracts where projects of Telemetry Construction Projects and/or Maintenance were carried out successfully and/or awarded and ongoing projects within the past 5 years 5 points per project completed up to a maximum of 30 points No Orders or Appointment letters and Reference letters 0 points	COMPANY ASSESSMENT Attach copies of any of the following: Orders or Appointment Letters or Contract AND PERFORMANCE ASSESSMENT Corresponding Reference letters from previous clients for each Order, Appointment letter or Contract. Reference letter should include: Name of bidder, Project Name and Number, Project Value, Duration and recommendation from the client.	>6 projects	30 points	
		5 projects	25 points	
		4 projects	20 points	
		3 projects	15 points	
		2 projects	10 points	
		0 projects	0 points	
Totals			Max points = 30, Min points = 20	
Expertise of key Personnel				
Qualifications (Max = 20 points) Minimum score of 10 points required for responsiveness for this sub-section.	Qualifications of the Project Leader (Electrical Or Instrumentation Engineering) NB.: (provide CERTIFIED copies of qualifications in order to claim points)	NQF Level 7 Electrical Or Instrumentation Engineering	5 points	
		NQF Level 6	3 points	
		NQF Level 5	1 point	
		Less than NQF 5	0 points	
	Instrumentation/Electronics Technician with a minimum of an N3 trade certificate (in Civil Engineering/ Built Engineering) NB.: (provide CERTIFIED copies of qualifications in order to claim points)	N3 Trade Certificate	5 points	
		N2 Trade Certificate	3 points	
		N1 Trade Certificate	0 points	
Totals			Max points = 10, Min points = 10	
Methodology				
A methodology for the project must be attached (Max = 10 points) Minimum score of 8 points required for responsiveness)	The Methodology must touch on the following aspects: i. A Detailed Technical Approach plan must be provided which covers all major aspects of the work ii. Conduct a telemetry radio path propagation study of JGDM Area iii. Environmental Aspects must be addressed; iv. Safety Aspects must be addressed v. Implementation plant with a grant chart must be included	Excellent: The most important issues are exceptionally approached in an innovative and efficient way	10 points	
		Marginal: is specifically tailored to address the specific project objectives and methods of work.	8 points	
		Poor: is generic and not tailored to address the specific project objectives.	6 points	
		Unacceptable: is poor / unlikely to satisfy project objectives	0 points	
Totals			Max points = 10, Min points = 8	

Financial Standing				
A bank rating certificate from their banking institution should be attached (Max = 15 points, Min = 10 points)	Excellent	A Bank Rating	15 points	
	Good	B Bank Rating	12 points	
	Satisfactory	C Bank Rating	10 points	
	Poor	D Bank Rating	8 points	
	Unacceptable	E Bank Rating	0 points	
Totals			Max points = 15, Min points = 10	

Tenderers must score a minimum of **48 out of 65 points (73%)** to be considered further. Tenderers also have to score the minimum of the number of points indicated for each of the functionality criteria sub-sections. **Failure to do so will result in the tender being non-responsive.**

PRICE AND SPECIFIC GOALS

Price 80
Specific goals 20

Specific Goals

Maximum points of 20 points will be awarded to tenderer for the specific goals for the tenderer; points scored on specific goals will be added to the points scored for price. Bidders are required to submit evidence as requested below to be able to be awarded points. Failure to submit evidence as required will result on bidders not being awarded points.

Specific Goals	Points	Points Claimed (Bidders must claim points)	Evidence required
1.HDI			
1.1 51 % owned by Black	4		Attach copy of Identity documents of Directors, Central Supplier database form(CSD) and Company Registration Documents.
1.2 51 % owned by Women	2		
1.3 51 % owned by Youth	2		
1.4 51 % owned by Disable	2		
2.Locality			
Within the boundaries of the Joe Gqabi District Municipality (JGDM)	10		Attach a proof of company office address (Municipal account not older than 90 days or Municipal Clearance certificate or lease agreement or proof of address and affidavit from village residents only).
Within the boundaries of the Eastern Cape but outside JGDM	5		
Outside of the boundaries of the Eastern Cape	0		

NB: Failure to submit evidence as required will result on bidders not being awarded points.

ADD THE FOLLOWING NEW SUB-CLASSES TO F3.11, AFTER SUB-CLAUSE F.3.11.9.

F3.11.10 Risk Analysis

Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the Employer will perform a risk analysis in respect of the following:

- a) reasonableness of the financial offer;
- b) reasonableness of unit rates and prices;
- c) reasonableness of the Contract Participation Goals tendered;
- d) the Tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the Tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel etc. to perform the contract.

No tender will be recommended for an award unless the Tenderer has demonstrated that he/she has the resources and skills required to complete the project successfully.

F3.12 Insurance provided by the Employer

Replace the contents of the clause with the following:

Full insurances are to be provided by the Tenderer. The Tender must provide the Employer with the insurance policy information and certificates of insurance prior to the commencement of the contract.

F.3.13 Acceptance of tender offer

Add the following

Tender offers will only be accepted if:

- a) the Tenderer is registered and in good standing with the South African Revenue Service (SARS), and has submitted evidence in the form of an original valid Tax Clearance Certificate issued by SARS, or proof that arrangements has been made with SARS to meet outstanding tax obligations;
- b) the Tenderer is registered with the CIDB with an appropriate category of registration;
- c) the Tenderer or any of its directors 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;
- d) the Tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to pay municipal rates and taxes or service charges; and such rates, taxes and charges are in arrears for more than three months;
 - iii) failed to perform on any previous contract and has been given a written notice to this effect;
- e) 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.

F.3.13 Notice to unsuccessful Tenderers

Add the following new sub-clause:

F.3.16.3 Notification of Decision and Appeal Period

If the Supply Chain Management Tender Adjudication Committee has resolved that a tender be accepted, the successful and unsuccessful Tenderers shall be notified in writing of this decision.

Section 62 of the Local Government Municipal Systems Act 2000 (No. 32 of 2000) gives any person whose rights have been affected by such a decision, the right to appeal such decision within 21 days of notification of the decision.

Any Tenderer wishing to exercise this right, must submit their appeal in writing to JOE GQABI DISTRICT MUNICIPALITY, marked for the attention of "Mr MP Nonjola, Private Bag x102, Barkley East, 9786". The format of the appeal must:

- set out the reasons for the appeal;
- state in which way the appellant's rights have been affected by the decision;
- state the remedy sought, and
- be accompanied by a copy of the notification, advising the Tenderer of the decision of the Supply Chain Management Tender Adjudication Committee.

The Tenderers are hereby informed also of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No. 3 of 2000).

The notification of the decision sent to the successful Tenderer is **not** acceptance of the tender, and no rights shall accrue to the successful Tenderer in terms of this notification. The successful Tenderer will be notified in writing after 21 days of the notification of any final decision (i.e. Acceptance), or of any developments with respect to the appeal process, and if applicable, procedures for the commencement of the Work.

The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the JOE GQABI DISTRICT MUNICIPALITY appeals process.

F.3.17 Provide copies of the contracts

Add the following:

The number of paper copies of the signed contract to be provided by the Employer is one.

T1.2.3 Additional Conditions of Tender

The additional conditions of tender are:

T.1.2.3.1	Compliance with Occupational Health and Safety Act
T.1.2.3.2	Claims Arising after Submission of Tender
T.1.2.3.3	Add the following new clause: Requests for contract documents, or parts thereof, in electronic format
T.1.2.3.4	Imbalance in Tendered Rates
T.1.2.3.5	Invalid Tenders
T.1.2.3.6	Price Variations
T.1.2.3.7	Negotiations with Preferred Tenderers
T.1.2.3.8	Combating Abuse of the Supply Chain Management Policy
T.1.2.3.9	UIF Payments
T.1.2.3.10	Registration with Bargaining Council

T.1.2.3.1 **Compliance with Occupational Health and Safety Act**

The Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 as amended and the Construction Regulations 2014, issued in terms of Section 43 of the Act. The Tenderers shall be deemed to have read and fully understood the requirements of the above Act and Regulations; and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit a valid OHSAS 18001 or ISO 45001 Certificate.

The Tenderer shall submit a detailed Health and Safety Plan in respect of the Works, in order to demonstrate the necessary competencies and resources to perform the construction work, all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details (Documents B5 in Part T2.2).

- 1) FFManagement Structure, Site Supervision and Responsible Persons including a succession plan.
- 2) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- 3) Regular monitoring procedures to be performed.
- 4) Regular liaison, consultation and review meetings with all parties.
- 5) Site security, welfare facilities and first aid.
- 6) Site rules, as well as fire and emergency procedures.

T.1.2.3.2 **Claims Arising after Submission of Tender**

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings, or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer after the submission of any tender.

The Tenderer shall be deemed to have:

- 1) read and fully understood the whole text of the Scope of Work and Pricing Data; and thoroughly acquainted himself with the nature of the Works proposed; and generally of all matters which may influence the Contract.
- 2) visited the site of the proposed Works; carefully examined existing conditions, the means of access to the site, assessed the conditions under which the Work is to be done; acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site; and made the necessary provisions for any additional costs involved thereby.
- 3) requested the Employer to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages; and if any are found to be missing or duplicated; or the figures or writing indistinct; or if the Pricing Data contain any obvious errors; the Tenderer must apply to the Employer at once to have the same rectified, as no liability will be admitted by the Employer in respect of errors in any tender due to the foregoing.

T.1.2.3.3 Add the following new clause:

Requests for contract documents, or parts thereof, in electronic format

The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3, of the Standard Conditions of Tender. The Employer shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the Tenderer, upon written request in terms of this clause, subject to the following:

- a) Electronic copies of the contract document, or parts thereof, will only be provided to Tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.
- b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- c) The Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered.
- d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- e) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender document as contemplated in F.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such Tenderer allowed in law, including in circumstances where the tender had already been awarded, the right to cancel the contract.

In requesting the electronic version of the tender document or parts thereof, the Tenderer is deemed to have read, understood and accepted all of the above conditions.

T.1.2.3.4 Imbalance in Tendered Rates

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable, because they are either excessively low or high or not in proper balance with other rates or lump sums; the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, may request the Tenderer to amend these rates and lump sums along the lines indicated.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer. These amendments shall be done without altering the Contract Price.

Should the Tenderer fail to amend the tender in a manner acceptable to the Employer, the Employer may reject the tender.

T.1.2.3.5 Invalid Tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance, bound into this tender document in Part C1.1 Form of Offer and Acceptance on page 107;
- b) if the tender is not completed in non-erasable ink;
- c) if the offer has not been signed;
- d) if the offer is signed, but the name of the Tenderer is not stated or is indecipherable.

T.1.2.3.6 Price Variations

Applicable.

T.1.2.3.7 Negotiations with Preferred Tenderers

The Employer may negotiate the final terms of a contract with Tenderers identified through a competitive tendering process, as preferred Tenderers, provided that such negotiation:

- a) does not allow any preferred Tenderer a second or unfair opportunity;
- b) is not to the detriment of any other Tenderer; and
- c) shall not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

T.1.2.3.8 Combating Abuse of the Supply Chain Management Policy

The accounting officer must:

- a) Take all reasonable steps to prevent abuse of the supply chain management system.
- b) Investigate any allegations against an official or other role player of fraud, corruption, favouritism, unfair or irregular practices or failure to comply with this Policy, and when justified:
 - i) Take appropriate steps against such official or other role player; or
 - ii) Report any alleged criminal conduct to the South African Police Service.
- c) Check the National Treasury's database prior to awarding any contract to ensure that no recommended Tenderer, or any of its directors, is listed as a person prohibited from doing business with the public sector.
- d) Reject any tender from a Tenderer:
 - i) If any municipal rates and taxes or municipality service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality entity, are in arrears for more than three months; or
 - ii) 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.
- e) Reject a recommendation for the award of a contract if the recommended Tenderer, or any of its directors, has committed a corrupt or fraudulent act in competing for the particular contract.
- f) Cancel a contract awarded to a person if:
 - i) The person committed any corrupt or fraudulent act during the Tendering process or the execution of the contract; or
 - ii) An official or other role player committed any corrupt or fraudulent act during the Tendering process or the execution of the contract that benefited that person.
- g) Reject the tender of any Tenderer if that Tenderer or any of its directors,
 - i) Has abused the supply chain management system of the municipality or has committed any improper conduct in relation to such system;
 - ii) Has been convicted for fraud or corruption during the past five years;
 - iii) Has wilfully neglected, reneged on or failed to comply with any government, municipality or other public sector contract during the past five years; or
 - iv) Has been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (no 12 of 2004).
 - v) The accounting officer must inform the National Treasury and relevant provincial treasury in writing of any actions taken in terms of subparagraphs 37(1)(b)(ii), (e) or (f) of this policy.

T.1.2.3.9 UIF Payments

The Tenderer shall submit to the Employer a letter from the Department of Labour indicating his/her good standing with regard to UIF payments, upon being requested to do so.

T.1.2.3.10 Registration with Bargaining Council

Tenderers must be registered with a relevant Bargaining Council (if such be in place) and provide the applicable Certificate of Compliance in terms of the relevant Government Gazette.

Part T2: Returnable Documents

	<u>Page</u>
T2.1 Schedule Of Contract Documents	35
T2.1 Returnable Documents	37 - 113

JOE GQABI DISTRICT MUNICIPALITY

CONTRACT NO.: JGDM2022/23-025

TELEMETRY SYSTEM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

T2.1 SCHEDULE OF CONTRACT DOCUMENTS

The Tenderer must complete and return the documents listed below as part of his/her tender submission:

SCHEDULE	DESCRIPTION	PAGE
	Returnable documents required for tender evaluation purposes	
Schedule A	Documents incorporated in this tender document that must be completed and signed by all Tenderer(s)	
A1	Authority To Sign Documents	38
A2	Letter Of Good Standing With Workmen's Compensation Commissioner	39
A3	Certified Copy of Certificate of Incorporation	40
A4	Clarification Meeting Certificate	41
A5	Certificate Of Authority For Joint Ventures (only if Tenderer is a JV)	42
A6	Schedule Of Work Experience Of Tenderer	43
A7	Current and Recent projects undertaken for JGDM	45
A8	Schedule Of Estimated Monthly Expenditure	47
A9	DETAILS OF EXPERIENCE OF CONTRACT DIRECTOR, TECHNIAN(S)	49
A10	Compulsory Enterprise Questionnaire	50
A11	Alterations / Amendments By Tenderer	53
A12	Adjudication Of Tenders On Points Basis	54
A13	Record Of Addenda To Tender Documents	56
A14	Size Of Enterprise And Current Workload	57
A15	Staffing Profile	58
A16	Proposed Key Personnel	59
A17	Financial Ability To Execute Theproject	60
A18	Joint Venture Disclosure Form	61
A19	Details Of Alternative Tenders Submitted	69
A20	Declaration Of Validity Of Information Provided	70
A21	Declaration Of Interest (Mbd 4)	71
A22	Declaration Of Tenderer's Past Supply Chain Management Practices (Mbd 8)	74
A24	Declaration For Procurement Above R10 Million (Vat Included)	76
A25	Certificate Of Independent Tender Determination (Mbd 9)	78
A26	Tender Document	81
A27	General Information (Procurement)	83
A28	Specific Goals	91
A30	Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2017 (Mbd 6.1), tender subject to specific goals	94
Schedule B	Additional Documents to be provided by the Tenderer and attached to his/her tender	
B1	CRS NUMBER	98
B2	Tax Clearance Certificate SARS PIN / CSD REPORT / MAAA Number and Financial Statements and Original bank statement reflecting three(3) months prior to closing date of tender	99
B3	Preliminary Programme	100
B4	MUNICIPAL LEVY CLEARANCE CERTIFICATE, Not Older thanThree (3) Months from a Municipality where the Entity Operates (Lease Agreements and Sworn Statement / Affidavits are also Accepted)	101
B5	ISO 9001:2008 Certification	102

SCHEDULE	DESCRIPTION	PAGE
	Returnable documents required for tender evaluation purposes	
B6	OHSAS 18001 or ISO 45001 Certification	103
B7	CASA Certification Document	104
B8	B-BBEE CERTIFICATE	105
B9	Additional Functionality Documents <i>Refer to Clause 4.3 of Government Gazette – 1 February 2008 for clarification on this issue</i>	113
	- Bank Rating Certificate from a Registered Financial Institution - If project team consist out of more members than whom CV's are requested for in Schedule A9, these additional CV's must be appended here. - Plus any other additional documents which may be required.	
Schedule C	Other Documents that will form part of The Contract	
C1.1	Form Of Offer And Acceptance	107
C1.2	Contract Data	112
C1.3	Arbitration	114
C.1.4	Occupational Health And Safety Agreement	115
C2	Pricing Data and Bill of Quantities	118
C3	Scope of Work	128

**NB: TENDERER MUST COMPLETE THESE DOCUMENTS / DATA SHEETS / FORMS
IN BLACK INK**

T2.1 RETURNABLE DOCUMENTS

JOE GQABI DISTRICT MUNICIPALITY

CONTRACT NO.: JGDM2022/23-025

TELEMETRY SYSTEM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

A1. AUTHORITY TO SIGN DOCUMENTS

I/We*, the undersigned, am/are* duly authorised to sign the form of tender on behalf of

by virtue of the Articles of Association/Resolution of the Board of Directors*, of which a certified copy is attached, or

*Delete whichever is inapplicable

1.			
	NAME	SIGNATURE	DATE

2.			
	NAME	SIGNATURE	DATE

WITNESSES:

1.			
	NAME	SIGNATURE	DATE

2.			
	NAME	SIGNATURE	DATE

JOE GQABI DISTRICT MUNICIPALITY

CONTRACT NO.: JGDM2022/23-025

TELEMETRY SYSTEM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

**A2. LETTER OF GOOD STANDING WITH WORKMEN'S COMPENSATION
COMMISSIONER**

JOE GQABI DISTRICT MUNICIPALITY

CONTRACT NO.: JGDM2022/23-025

TELEMETRY SYSTEM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

A3. CERTIFIED COPY OF CERTIFICATE OF INCORPORATION
(if Tenderer is a company)

OR Certified copy of founding statement (if Tenderer is a closed corporation)

OR Certified copy of partnership agreement (if Tenderer is a partnership)

OR Certified copy of identity document (if Tenderer is a one-man concern)

JOE GQABI DISTRICT MUNICIPALITY

CONTRACT NO.: JGDM2022/23-025

TELEMETRY SYSTEM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

A4. CLARIFICATION MEETING CERTIFICATE

This is to certify that I/We*

of (Tenderer)

.....

of (address)

.....

.....

Telephone number

Fax number

Email

on (date)

have examined the Site of the Works and its surroundings for which I/we* am/are* submitting this tender and have, so far as is practicable, familiarised myself/ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my/our* tender.

*Delete whichever is inapplicable

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

JOE GQABI DISTRICT MUNICIPALITY

CONTRACT NO.: JGDM2022/23-025

TELEMETRY SYSTEM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

A5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed only if Tenderer is a Joint Venture.

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

Mr/Ms, authorised signatory of the company, close corporation or partnership acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature : Name : Designation :
		Signature : Name : Designation :
		Signature : Name : Designation :
		Signature : Name : Designation :

Note: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this Schedule.

JOE GQABI DISTRICT MUNICIPALITY

CONTRACT NO.: JGDM2022/23-025

TELEMETRY SYSTEM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

A6. SCHEDULE OF WORK EXPERIENCE OF TENDERER

Tenderer shall insert in the Schedule hereunder details of work successfully carried out by them, of a similar nature to that for which their tender is submitted. Failure to complete this Schedule will be taken to indicate that the Tenderer has no experience in this class of work. Value of work to be given to the nearest R0.5 million.

COMPLETED CONTRACTS				
Employer (Name, Tel, Fax, Email)	Employer's Agent (Name, Tel, Fax, Email)	Nature of Work	Value of Work R(M)	Date Completed
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

CURRENT CONTRACTS				
Employer (Name, Tel, Fax, Email)	Employer's Agent (Name, Tel, Fax, Email)	Nature of Work	Value of Work R(M)	Anticipated Completion Date
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				

If there is insufficient space above, the Tenderer may append additional sheets.

Number of additional sheets appended by the Tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

JOE GQABI DISTRICT MUNICIPALITY

CONTRACT NO.: JGDM2022/23-025

TELEMETRY SYSTEM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

A7. CURRENT AND RECENT PROJECTS UNDERTAKEN FOR JGDM

Tenderer must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past 5 years. The information shall include a description of the Works, the Contract value, the Contract start date and completion date.

CURRENT PROJECTS			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE
TOTAL AMOUNT OF PROJECTS CURRENTLY UNDERTAKEN FOR JGDM			R

.....
DATE

.....
SIGNATURE OF TENDERER

RECENT PROJECTS			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE
TOTAL AMOUNT OF PROJECTS RECENTLY UNDERTAKEN FOR JGDM			R

.....
DATE

.....
SIGNATURE OF TENDERER

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

JOE GQABI DISTRICT MUNICIPALITY

CONTRACT NO.: JGDM2022/23-025

TELEMETRY SYSTEM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

A8. SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The Tenderer shall state his estimated expenditure indicating the values of each monthly claim in terms of Clause 6.10 of the General Conditions of Contract, which he/she estimates will arise based on his/her preliminary programme and tendered rates, in the table below. The Tenderer will correlate this with his selected construction duration on the "Form of Offer and Acceptance". *The total of the monthly amounts shall be equal to the tender sum.*

MONTH	VALUE
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
9	R
10	R
11	R
12	R
13	R
14	R
15	R
16	R
17	R
18	R
19	R
20	R
21	R
22	R
23	R
24	R
25	R
26	R
27	R

28	R
29	R
30	R
31	R
32	R
33	R
34	R
35	R
36	R
SUBTOTAL	R
ESCALATION	R
SUBTOTAL	R
VAT (15%)	R
TOTAL (INCLUDING VAT @ 15%)	R

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

JOE GQABI DISTRICT MUNICIPALITY

CONTRACT NO.: JGDM2022/23-025

TELEMETRY SYSTEM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

A9. DETAILS OF EXPERIENCE OF CONTRACT DIRECTOR, INSTRUMENTATION TECHNICIAN(S)

Tenderers shall set out, in the Schedule hereunder, details of the experience of the Contract Director / Manager, Instrumentation Technician(s) in work of a similar nature to that for which this tender is submitted. The Curriculum Vitae of the abovementioned persons of interest must be submitted with this Schedule.

Failure to complete this Schedule may result in the tender not being considered.

CONTRACT DIRECTOR / MANAGER				
NAME			NQF LEVEL	
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed

INSTRUMENTATION TECHNICIAN				
NAME			NQF LEVEL	
Contract and Client	Nature of Work	Position Held	Value of Work	Year Completed

If there is insufficient space above, the Tenderer may append additional sheets.

Number of additional sheets appended by the Tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

JOE GQABI DISTRICT MUNICIPALITY

CONTRACT NO.: JGDM2022/23-025

TELEMETRY SYSTEM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

A10. 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

Address of enterprise

Section 2: VAT registration number, if any

Section 3: CIDB registration number, if any

Section 4: 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 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a "X", if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation participating in this tender is currently or has within the last 12 months, been in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act(Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a "X", if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has, within the last 12 months, been in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

*insert separate page if necessary

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

- authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that neither the name of the enterprise nor 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;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- 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;
- 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:

ENTERPRISE NAME

DATE

NAME

POSITION

SIGNATURE

JOE GQABI DISTRICT MUNICIPALITY

CONTRACT NO.: JGDM2022/23-025

TELEMETRY SYSTEM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

A11. ALTERATIONS / AMENDMENTS BY TENDERER

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

The Tenderer's attention is drawn to F3.1.2 on page 12 of the Standard Conditions of Tender, also referenced on page 25 in the tender data, regarding the Employer's handling of material deviations and qualifications.

If no deviations or modifications are desired, the Schedule hereunder is to be marked NIL and signed by the Tenderer.

No alternative tender will be considered unless a tender free of qualifications and strictly on the basis of the tender documents is also submitted.

PAGE/ITEM	CLAUSE/DESCRIPTION

If there is insufficient space above, the Tenderer may append additional sheets.

Number of additional sheets appended by the Tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

--

NAME

--

SIGNATURE

--

DATE

JOE GQABI DISTRICT MUNICIPALITY

CONTRACT NO.: JGDM2022/23-025

TELEMETRY SYSTEM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

A12. ADJUDICATION OF TENDERS ON POINTS BASIS

Information provided should be as comprehensive as possible as the Tenderer's approach to this subject will be an important criterion in the tender adjudication process. Failure to provide the information could prejudice a tender.

Responsive tenders will be adjudicated on the following basis (see Amended CIDB Conditions of Tender):

Responsive tenders will be evaluated in terms of the Supply Chain Management policy of the JOE GQABI DISTRICT MUNICIPALITY. The Tender Committees, Tender Evaluation Committee, Tender Adjudication and Accounting Officer will work on the evaluation of the tender. The lowest tender will not necessarily be accepted; and the right to accept the whole or part of any tender; or not to consider any tender not suitably endorsed, is fully reserved by the JOE GQABI DISTRICT MUNICIPALITY.

The bids will be evaluated and adjudicated in terms of the 80/20 Preference Point System prescribed by the Preferential Procurement Policy Framework Act No. 5 of 2000, pertaining to Preferential Procurement Regulations 2022, as well as the Joe Gqabi District Municipality's Supply Chain Management Policy – 80 points will account for price and 20 points relating to specific goals. Additionally to bid document completeness check and compliance with any tender conditions, bids will be subjected to functionality criteria and bids that scores less than 48 out of 65 points will be considered non-responsive.

Tender will be awarded to Bidder that scored the highest number of points combined for price and specific goals,

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS

1. GENERAL CONDITIONS

The following preference point systems are applicable to all tenders:

- the 80/20 system for requirements with a Rand value of up to R50,000,000; and
- the 90/10 system for requirements with a Rand value above R50,000,000.

The value of this tender is estimated to exceed R50,000,000 and therefore the 90/10 system shall be applicable.

Preference points for this tender shall be awarded for B-BBEE Status verified by an accredited assessor.

THE POINTS FOR THIS TENDER ARE ALLOCATED AS FOLLOWS:

	BREAKDOWN	WEIGHT
1.	Price	80
2.	Preference (Specific Goals)	20
	Total	100

The points awarded for Preference are in line with PPR 2022, Reg 4 (2) and (3).

The Employer 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 Employer.

SIGNED BY/ON BEHALF OF TENDERER:

--

NAME

--

SIGNATURE

--

DATE

WITNESS 1:

--

NAME

--

SIGNATURE

--

DATE

WITNESS 2:

--

NAME

--

SIGNATURE

--

DATE

JOE GQABI DISTRICT MUNICIPALITY

CONTRACT NO.: JGDM2022/23-025

TELEMETRY SYSTEM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

A13. RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

No.	Date	Title or Details

If there is insufficient space above, the Tenderer may append additional sheets.

Number of additional sheets appended by the Tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

--

NAME

--

SIGNATURE

--

DATE

JOE GQABI DISTRICT MUNICIPALITY

CONTRACT NO.: JGDM2022/23-025

TELEMETRY SYSTEM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

A14. SIZE OF ENTERPRISE AND CURRENT WORKLOAD

What was your turnover in the previous financial year? R.....

What is the estimated turnover for your current financial year? R.....

Physical facilities:

Provide information on offices, factories, yards and warehouses occupied by your enterprise (attach details if the space provided is not enough)

Description	Address	Area (m ²)

List your current contracts and obligations:

Description	Value (R)	Start date	Duration	Expected completed date

Do you have the capacity to supply the goods and services described in this tender, should the contract be awarded to you?

Yes ☐

No ☐

POSITION

SIGNATURE

DATE

JOE GQABI DISTRICT MUNICIPALITY

CONTRACT NO.: JGDM2022/23-025

TELEMETRY SYSTEM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

A15. STAFFING PROFILE

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Own staff: gender and race	Number of staff
Staff to be employed for the project: gender and race	Number of staff

If there is insufficient space above, the Tenderer may append additional sheets.

Number of additional sheets appended by the Tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER :

--

NAME

--

SIGNATURE

--

DATE

JOE GQABI DISTRICT MUNICIPALITY

CONTRACT NO.: JGDM2022/23-025

TELEMETRY SYSTEM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

A16. PROPOSED KEY PERSONNEL

The Tenderers shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the project should his tender be accepted; both at his headquarters and on the Site, to direct and for the execution of the Work. Key personnel must be listed with their qualifications, experience, positions held and their nationalities.

DESIGNATION	NAME OF	NATIONALITY	SUMMARY OF		HDI Status	NQF 5 Certified
	(i) NOMINEE (ii) ALTERNATE		QUALIFICATIONS	EXPERIENCE AND PRESENT OCCUPATION	Yes/No	Yes/No
HEADQUARTERS						
Partner/Director						
Project Manager						
Other key staff (give designation)						

JOE GQABI DISTRICT MUNICIPALITY

CONTRACT NO.: JGDM2022/23-025

TELEMETRY SYSTEM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

A17. FINANCIAL ABILITY TO EXECUTE THE PROJECT

Provide details on the surety you will provide if the tender is awarded to you

AMOUNT

Which of the following institutions will provide surety?

- Bank registered in terms of the Bank Act (Act 94 of 1990):
- Insurance Company registered in terms of the Short Term Insurance Act (Act 53 of 1998):
- Cash:

Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules to the Employer

Month no	Amount (VAT included)			
	a Invoiced	b Payments made	a – b Net cash flow	Cumulative cash flow
1			d	j=d
2			e	j+e=k
3			f	k+f=l
4			g	l+g=m
5			h	m+h=n
6			Etc.	Etc.
7				
8				
9				
10				
11				
12				
Maximum negative cash flow: Take the largest negative number in the last column and write it in here →→→→→				

Notes:

- (i) Value added tax to be included in all amounts
- (ii) Assume payment of certificates within 30 days of approval of certificate

From what sources will you fund the above amount (e.g. Funds internally available, bank overdraft, loan, etc.)

.....

JOE GQABI DISTRICT MUNICIPALITY

CONTRACT NO.: JGDM2022/23-025

TELEMETRY SYSTEM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

A18. JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the Joint Venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the Joint Venture, the proposed Joint Venture agreement must include specific details relating to:
 - a. the contributions of capital and equipment
 - b. work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c. work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form; including those which relate to ownership options, and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The Joint Venture must be formalised. All pages of the Joint Venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a Joint Venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the Joint Venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

- a) Name :
- b) Postal address :
.....
- c) Physical address :
.....
- d) Telephone :
- e) Fax :

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

- 2.1(a) Name of Firm :
- Postal Address :
- Physical Address :
- Telephone :
- Fax :
- Contact person for matters pertaining to Joint Venture Participation Goal requirements:
.....

- 2.2(a) Name of Firm :
- Postal Address :

Physical Address :

Telephone :

Fax :

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....
(Continue as required for further non-Affirmable Joint Venture Partners)

3. **IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER**

3.1(a) Name of Firm :

Postal Address :

Physical Address :

Telephone :

Fax :

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2(a) Name of Firm :

Postal Address :

Physical Address :

Telephone :

Fax :

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm.....

Postal Address.....

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

4. **BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

.....

.....

.....

5. **OWNERSHIP OF THE JOINT VENTURE**

a) Affirmable Joint Venture Partner ownership percentage(s) %

b) Non-Affirmable Joint Venture Partner ownership percentage(s) %

c) Affirmable Joint Venture Partner percentages in respect of : *

i) Profit and loss sharing %

ii) Initial capital contribution in Rands

(*Brief descriptions and further particulars should be provided to clarify percentages).

iii) Anticipated on-going capital contributions in Rands

iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

.....

6. **RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES**

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. **CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

a) Joint venture cheque signing

.....

.....

.....

b) Authority to enter into contracts on behalf of the Joint Venture

.....

.....

.....

c) Signing, co-signing and/or collateralising of loans

.....

.....

.....

d) Acquisition of lines of credit

.....

.....

.....

e) Acquisition of performance bonds

.....

.....

.....

f) Negotiating and signing labour agreements

.....

.....

.....

8. **MANAGEMENT OF CONTRACT PERFORMANCE**

(Fill in the name and firm of the responsible person).

- a) Supervision of field operations

.....

- b) Major purchasing

.....

- c) Estimating

.....

- d) Technical management

.....

9. **MANAGEMENT AND CONTROL OF JOINT VENTURE**

- a) Identify the "managing partner", if any,

.....

.....

.....

.....

- b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

- c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner".

10. **PERSONNEL**

- a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

- b) Number of operative personnel to be employed on the Contract, who are currently in the employ of partners.
- (i) Number currently employed by Affirmable Joint Venture Partners
-
- (ii) Number currently employed by the Joint Venture
-
- c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture
-
- d) Name of individual(s) who will be responsible for hiring Joint Venture employees
-
-
- e) Name of partner who will be responsible for the preparation of Joint Venture payrolls
-
-

11. **CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature :

Duly authorised to sign on behalf of :

Name :

Address :

Telephone :

Date :

Signature :

Duly authorised to sign on behalf of :

Name :

Address :

Telephone :

Date :

Signature :

Duly authorised to sign on behalf of :

Name :

Address :

Telephone :

Date :

Signature :

Duly authorised to sign on behalf of :

Name :

Address :

Telephone :

Date :

If there is insufficient space above, the Tenderer may append additional sheets.

Number of additional sheets appended by the Tenderer to this Schedule (If nil, enter NIL)

JOE GQABI DISTRICT MUNICIPALITY

CONTRACT NO.: JGDM2022/23-025

TELEMETRY SYSTEM: INSTALLATION AND MAINTENANCE FOR A PERIOD OF THREE YEARS

A19. DETAILS OF ALTERNATIVE TENDERS SUBMITTED

DESCRIPTION