



EHLANZENI DISTRICT MUNICIPALITY

REPAIR, PAINT AND FIX EXISTING STEEL STRUCTURE OF CARPORTS AND REPLACE CURVED SHADE NETTING FOR 5 X DOUBLE AND 8X TRIPLE CARPORTS (34): EHLANZENI DISTRICT COUNCIL

Tender Number: EDM/36/2021-22

CLOSING DATE: FRIDAY, 26 JULY 2022

CLOSING TIME: 12:00

NAME OF BIDDER:

CIDB RSC NO.

CSD REG No.:

TEL NO.:

FAX NUMBER. :.....

TENDER OFFER (ZAR) :.....

ISSUED BY:

Ehlanzeni District Municipality

No. 8 Van Niekerk Street,

P.O. Box 3333

MBOMBELA

1200

Tel No.: [013] 759 8500

Fax No.: [013] 755 3157

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T1.1 TENDER NOTICE



CLOSING DATE AND TIME: 26 July 2022 at 12:00

TENDER NUMBER: EDM/36/2021-22

T1.1: TENDER NOTICE

Bids are hereby invited from capable and experienced service provider for the **Appointment of: REPAIR, PAINT AND FIX EXISTING STEEL STRUCTURE OF CARPORTS AND REPLACE CURVED SHADE NETTING FOR 5 X DOUBLE AND 8 X TRIPLE CARPORTS (34): EHLANZENI DISTRICT COUNCIL** 8 Van Niekerk Street Mbombela

Only bidders who have provided the following mandatory information and documents to be used to evaluate the bidder's responsiveness will be considered for further evaluation on functionality:

- Central Supplier Database (CSD) Registration Report.
- Valid SARS PIN.
- Certified copy of company registration documents issued by the Companies and Intellectual Property Commission (CIPC).
- Certified copies of identity documents of company directors.
- Joint Venture or Consortium Agreement if applicable.
- Certified copy or copies of municipal account/s not older than three months for both the bidder and the company directors or lease agreement or proof of residence (PTO) from the relevant traditional authority.
- The bid comprises of local content and production for designated sectors such as locally produced or locally manufactured **steel products and textile** both at 100% for local content and production, and prospective service providers are required by law to complete the MBD 6.2 with its Templates- Annexures C, D and E (Local production), failure to complete the documents will lead to automatic disqualification as the bid will be considered non responsive.
- CIDB grading of **2 CE or higher**.
- All bid documents must be duly signed and submitted on the PDF document that has been issued and reproduced documents will be rejected.

Received bids will be evaluated for responsiveness based on mandatory requirements, functionality with a minimum threshold of **70 points** out of a possible **100 points**, and price and B-BBEE status level of contribution in accordance with the criteria stipulated on the bid documents in line with the provisions of the Preferential Procurement Regulations, 2017. In order to claim points for a B-BBEE status level of contribution, bidders must attach a valid certified copy of a B-BBEE certificate or a valid copy of a sworn affidavit.

Bid documents can be viewed and downloaded at no cost on the Document Sharing and Collaboration Platform or Portal (NEPTUNE): <http://edmservices.ehlanzeni.gov.za> and National Treasury Portal from **Friday, 15 July 2022**. Further information regarding the downloading and uploading of documents will be explained at the briefing session.

A compulsory briefing session will be held on **Tuesday, 19 July 2022, 11H00** at **Ehlanzeni District Municipality Office Complex, DMC, 8 Van Niekerk Street, Sonheuwel Central, Mbombela, 1201**.

Where bids should be submitted - Completed bid and other returnable documents must be submitted only in PDF format on the Document Sharing and Collaboration Platform or Portal: <http://edmservices.ehlanzeni.gov.za> on or before **Tuesday, 26 July 2022** not later than **12H00**.

Enquiries: Contact Person - ADMINISTRATION: Mr. P Khumalo at 013 759 8-573 or pkhumalo@ehlanzeni.gov.za

Contact Person – TECHNICAL: Mr. JVC Burger at 013 759 8500 or jburger@ehlanzeni.gov.za

Dr NP MAHLALELA
MUNICIPAL MANAGER

T1.2 TENDER DATA: PROVIDED BY THE CLIENT

The conditions of Tender are **The Standard Professional Service Contract (10 July 2015)** under government gazette no 38960 (of 10 July 2015, Board Notice 136) of the CIDB Standard for Uniformity in construction Procurement. Tenderers must obtain copies at their own cost from the Construction Industry Development Board, e-mail: cidb@cidb.org.za.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the 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 as set out in the Tender Data below shall apply to this tender. Please note that the word “client” is used in this document and referred to as “employer” in the Standard Conditions of Tender document

Clause number	
F.1.1	The Client is the Ehlanzeni District Municipality represented by: General Manager: Technical Services PO Box 3333 Mbombela 1200
F.1.2	The Bid documents issued by the Client comprise: <u>PART T.1: THE TENDER..... 2</u> <u>PART T.2: RETURNABLE SCHEDULES 24</u> <u>PART C.1: CONTRACT TENDER DATA 43</u> <u>PART C.2.: PRICING DATA 49</u> <u>PART C.3: SCOPE OF SERVICE54</u>
F.1.4	The Client is: EHLANZENI DISTRICT MUNICIPALITY Name: Municipal Manager: Dr N P Mahlalela Address: P O Box 3333, MBOMBELA, 1200 +27 (0) 13 759 8500
F.2.7	Clarification meeting will not be held to comply with COVID-19 Regulations as stipulated in the tender notice. Date: Tuesday, 19 July 2021 Starting time: 11H00 Electronical Submission to be made as per tender notice.
F.2.12	No alternative tender offer to be considered
F.2.13.3	It is compulsory that the bidders download a copy of the bid document that will ONLY be available as from 15 July 2022 from the following link provided in the tender notice free of charge.

F.2.13.5	The identification details to be shown on each Bid offer package are:
	Location of Bid box: Main Entrance. Central Foyer, Ground Floor, 8 Van Niekerk Street, Mbombela
	Physical address: 8 Van Niekerk Street, MBOMBELA,1200
F.2.15	The closing time for electronic submission of Bid offers is 12:00 on Friday, 26 July 2022.
F.2.15	Telephonic, telegraphic, telex and post Bid offers will not be accepted.
F.2.16.1	The tender offer validity period 90 days
F.2.19	Not applicable
F.2.22	Return all retained bid documents within 28 days after the expiry of the validity period
F2.23	The bidder is required to submit with his bid. (1) Central Supplier Database number or Document (2) An Original or Certified Copy of B-BBEE certificate (3) JV Agreement or consortium if applicable
F3.4	Tenders will be opened from the electronically system and posted on the website after the closing time for tenders and upload on the municipality website within 24 hours from the date of the closing date and time. Time: 12h00, Friday, 26 July 2022 Submission to the link provided on the tender notice.
F3.8	Tenders will be considered non-responsive if, if inter alia - The tenderer has failed to submit the tender document on time as mentioned in F3.4 - The tender did not complete and signed form of offer - The tender has failed to submit any supporting documents within the time frame for submission in the client's written request and mentioned in tender Notice.
F.3.11	Evaluation of Tender Offers
F.3.11.1	The procedure for evaluation of responsive Tender Offers will be as described in Method 4: Financial Offer, Quality (Functionality and Preference as contained in Form of Preference Points claim Form in terms of the Preferential Procurement Regulation 2017, bound into this document

F.3.11.2	Functionality will be scored out of 100 points . A Tenderer who scores less than 70% for Functionality, that is, less than 70 points will be disqualified from further evaluation.				
Specific project applicable Expertise Functionality				Form Number	Max Points
	Description				
	Infrastructure of Firm	PREVIOUS EXPERIENCE / SIMILAR PROJECTS		T.2.7	30
		FINANCIALS DETAILS		T.2.8	10
		ALL RISK INSURANCE		T.2.9	10
		PROGRAM OF WORKS		T.2.10	10
		SUB TOTAL (INFRASTRUCTURE OF FIRM)			60
	Project team	CONTRACTS MANAGER		T.2.11	20
		FOREMAN		T.2.11	15
		TEAM LEADER		T.2.11	5
		SUB TOTAL (PROJECT TEAM)			40
	Total Points				100
	F.3.11.3	FUNCTIONALITY 1. Tenders will be required to achieve a minimum of 70 points for functionality out of 100 points for them to qualify for further evaluation with 80/20 points system. The 80/20 evaluation criteria will be used where Price will be allocated 2.80 points and Preference will be scored out of 20 points A maximum of 20 points may be allocated in accordance with sub-regulation (2). The points scored by a tenderer in respect of the level of B-BBEE contribution contemplated in sub-regulation (2) must be added to the points scored for price as calculated in accordance with sub-regulation (1). Subject to Preferential Procurement Regulations, 2017 and which took effect from 1 April 2017			
F.3.11.4					

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

MBD 6.1

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

DESCRIPTION: REPAIR, PAINT AND FIX EXISTING STEEL STRUCTURE OF CARPORTS AND REPLACE SHADE NETTING FOR 5 X DOUBLE AND 8X TRIPLE CARPORTS (34): EHLANZENI DISTRICT COUNCIL

T1.3 TENDER DATA: STANDARD CONDITIONS OF TENDER

(As published in Annexure F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015)

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 anticompetitive 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 overseeing 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 exists 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 fulfil his or her duties impartially; ii) an individual or organization 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 organization 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 utilized 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 Communication and employer's agent

Each communication between the employer and a Tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a Tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 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.1.6 Procurement procedures

F.1.6.1 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.1.6.2 Competitive negotiation procedure

F.1.6.2.1 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.1.6.2.2 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.1.6.2.3 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.1.6.2.4 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.

F2.10.2 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.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

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 B-BBEE 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.3.6 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.3.7 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.3.8 Test for responsiveness

F.3.8.1 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.3.8.2 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,
- b) significantly change the Employer's or the Tenderer's risks and responsibilities under the contract,
- or

- c) 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.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 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.

F3.9.2 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.3.10 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.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. 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.3.11.2 Method 1: Financial Offer and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Confirm that tenders are eligible for the preference claimed and if so, score tender evaluation points for preference
- 3) Calculate total tender evaluation points
- 4) Rank tender offers from the highest number of tender evaluation points to the lowest
- 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract unless there are compelling and justification reasons not to do so

F.3.11.3 Method 4: Financial Offer, Quality (Functionality) and Preference

In the case of a Financial Offer, functionality 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) Score tender evaluation points for financial offer.
- 3) Confirm that tenders are eligible for the preference claimed, and if so, score tender evaluation points for preferencing.
- 4) Calculate total tender evaluation points. Rank tender offers from the highest number of tender evaluation points to the lowest.
- 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract unless there are compelling and justification reasons not to do so.

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

Formula	Comparison aimed at achieving	Option 1a	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	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
A	P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.		

F.3.12 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:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) 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.

F3.19 Transparency in the procurement process

F3.19.1 The CIDB prescripts require that tenders must be advertised and be registered on the

CIDB e - tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 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.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- i. Procurement planning process
- ii. Procurement method and evaluation Process
- iii. Contract type
- iv. Contract status
- v. Number of firms tendering
- vi. Cost estimate
- vii. Contract title
- viii. Contract firm(s)
- ix. Contract price
- x. Contract scope of work
- xi. Contract start date and duration
- xii. Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 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.

PART T.2: RETURNABLE SCHEDULES

T2.1 LIST OF RETURNABLE DOCUMENTS

Notes to tenderer:

1. Returnable documents have been based on the CIDB Standard for Uniformity in Construction Procurement and incorporate National Treasury requirements within them. Forms, certificates and schedules for completion by the tenderer for use in the quantitative and qualitative evaluation of the tender are (Forms T2.1 to T2.11) listed as Follows:
 - 1.1 FORM T2.1: CERTIFICATE OF AUTHORITY FOR SIGNATORY
 - 1.2 FORM T2.2: TENDERER'S B-BBEE VERIFICATION CERTIFICATE
 - 1.3 FORM T2.3: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE
 - 1.4 FORM T2.4: DECLARATION OF INTEREST MBD 4
 - 1.5 FORM T2.5: SCHEDULE OF ADDENDA
 - 1.6 FORM T2.6: CERTIFICATE OF COMPLIANCE WITH COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT NO. 130 OF 1993)
 - 1.7 FORM T2.7: TENDERER'S EXPERIENCE
 - 1.8 FORM T2.8: TENDERER'S FINANCIAL DETAILS
 - 1.9 FORM T2.9: CERTIFICATE OF ALL RISK INSURANCE COVER
 - 1.10 FORM T2.10.1: TENDERER'S PROJECT TEAM
 - 1.11 FORM T2.11: FUNCTIONALITY SUMMARY
2. Failure to fully complete the relevant returnable documents may render such a tender offer nonresponsive.
3. Tenderers shall note that their signature appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided.
4. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be, incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. In such event, the Employer has the discretionary right under contract condition 15.2 to terminate the contract.
5. These forms must be completed in non-erasable ink and any alterations made prior to tender closure

FORM T2.1**CERTIFICATE OF AUTHORITY FOR SIGNATORY**

1. The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners.
2. In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out:
 - authority for signatory,
 - undertaking to formally enter into a joint venture contract should an award be made to the joint venture,
 - name of designated lead member of the intended joint venture, as required by tender condition F.2.13.4.

3. The resolution below is given as an example of an acceptable format for authorisation, but submission of this page with the example completed shall not be accepted as authorisation of the tenderer's signatory.

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

Mr/Ms

..... ,
whose signature appears below, has been duly authorised to sign all documents in connection with the tender for:-

BID No. EDM /36/2021-22: REPAIR, PAINT AND FIX EXISTING STEEL STRUCTURE OF CARPORTS AND REPLACE CURVED SHADE NETTING FOR 5 X DOUBLE AND 8X TRIPLE CARPORTS (34): EHLANZENI DISTRICT COUNCIL and any contract which may arise therefrom on behalf of enter name of tenderer in block capitals

SIGNED ON BEHALF OF THE COMPANY:.....

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESS:

SIGNATURE

SIGNATURE

NAME (PRINT)

NAME (PRINT)

FORM T2.2 TENDERER'S B-BBEE VERIFICATION CERTIFICATE

Notes to tenderer:

1. The tenderer shall attach to this form a valid original or original certified copy of the BBEE verification certificate issued in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 (see F.3.11.8 of the tender data) subject to such certificate having been issued before 17 February 2016, alternatively submit the B-BBEE verification certificate issued in accordance with the revised Notice of Clarification published in Notice 444 of 2015 of Government Gazette No.38799 on 15 May 2015 by the Department of Trade and Industry.
2. In the event of a joint venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be attached.
3. The attached verification certificate and the associated assessment report shall identify:
 - (a) The name and domicilium citandi et executandi of the tenderer.
 - (b) The registration and VAT number of the tenderer.
 - (c) The dates of granting of the B-BBEE score and the period of validity.
 - (d) The expiry date of the verification certificate.
 - (e) A unique identification number.
 - (f) The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.
 - (g) The name and/or mark/logo of the B-BBEE verification agency or registered auditor.
 - (h) The category (Generic, QSE Exempt) in which the tenderer has been measured.
 - (i) The B-BBEE status level.
 - (j) The South African National Accreditation System (SANAS) or Independent Regulatory Board of Auditors (IRBA) logo on the verification certificate once verification agencies have been accredited.
 - (k) The B-BBEE procurement recognition level.
 - (l) The score achieved per B-BBEE element.
 - (m) The % black shareholding.
 - (n) The % black women shareholding.
 - (o) The % black persons with disabilities
 - (p) The value added status of the tenderer.
4. The Employer will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency's standard certificate format. The tenderer, at its own cost, must acquire any missing specified data listed in 3 above from its selected verification agency or registered auditor and have it recorded on the certificate. Alternatively, such missing data must be supplied separately, but certified as correct by the same verification agency or registered auditor and also attached to this form. Failure to abide by this requirement will result in such tenderer scoring zero preferential points

**FORM T2.3 REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER
DATABASE**

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. (www.treasury.gov.za). Tenderers who are not registered on the Central Supplier Database should attach proof of their application for registration (refer to Tender Data Clause F.2.1.1).

In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Contractor:

Central Supplier Database Supplier Number:

SIGNED BY TENDERER:

FORM T2.4 DECLARATION OF INTEREST MBD 4

1. No bid will be accepted from persons in the service of the state*
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritisms, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudication authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

3.6 Are you presently in the service of the state* YES / NO

3.6.1 If so, furnish particulars.

.....

.....

3.7 Have you been in the service of the state for the past twelve months? YES / NO

3.7.1 If so, furnish particulars

.....

.....

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

(a) a member of –

(i) any municipal council;

(ii) any provincial legislature; or

(iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999)
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid. YES / NO

3.8.1 If so, furnish particulars

.....
.....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.9.1 If so, furnish particulars

.....
.....

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?

YES / NO

3.10.1 If so, furnish particulars.

.....
.....

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state? YES / NO

3.11.1 If so, furnish particulars.

.....
.....

CERTIFICATION

I, THE UNDERSIGNED.....

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js367bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

MBD 9

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

FORM T2.5 RECORD OF ADDENDA

We confirm that the following communications received from the Employer before the submission of this Tender, amending the Tender documents, have been taken into account in this Tender:		
No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10		

Attach additional pages if more space is required.

SIGNED BY TENDERER:

**FORM T2.6 CERTIFICATE OF COMPLIANCE WITH COMPENSATION FOR
OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT NO. 130 OF 1993)**

Notes to tenderer:

1. Discovery that the tenderer has failed to make proper disclosure may result in Ehlanzeni District Municipality terminating the contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.
2. The tenderer shall attach to this Form evidence that he is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act 1993 (COID) (Act 130 of 1993).
3. The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 12 months preceding the date of this tender.

SIGNED BY TENDERER:

DESCRIPTION: REPAIR, PAINT AND FIX EXISTING STEEL STRUCTURE OF CARPORTS AND REPLACE SHADE NETTING FOR 5 X DOUBLE AND 8X TRIPLE CARPORTS (34): EHLANZENI DISTRICT COUNCIL

FORM T2.7 PREVIOUS EXPERIENCE / SIMILAR PROJECTS

Provide the following information on relevant previous borehole project experience (indicate specifically projects of similar nature and/or which is similar with regard to type of work (Carports, or steel fabrication installation or general building works) in the past 5 years. This information is material to the award of the Contract.

Attach to this page proof of such appointments and details of completed project. Certified copies of: Appointments letters, completed certificate or reports etc.

Each reference provided / submitted will constitute 10 (6 points for each copy of the appointment letter and 4 points for each Completion Certificate) functionality point. NO POINTS WILL BE AWARDED IF THE ABOVE IS NOT ATTACHED TO THIS PAGE

CLIENT	DESCRIPTION OF PROJECT	APPOINTMENT LETTERS	COMPLETION CERTIFICATE	VALUE OF WORK	CONTACT PERSON	CONTACT NO.:
		6	4			
Max points to be claimed		18	12			
Points claimed						

DESCRIPTION: REPAIR, PAINT AND FIX EXISTING STEEL STRUCTURE OF CARPORTS AND REPLACE SHADE NETTING FOR 5 X DOUBLE AND 8X TRIPLE CARPORTS (34): EHLANZENI DISTRICT COUNCIL

FORM T2.8 TENDERER'S BANK DETAILS

1. The tenderer shall attach to this form a letter from the bank at which he declares he conducts of his account. The contents of the bank's letter must state the credit rating that it, in addition to the information required below, accords to the tenderer for the business envisaged by this tender. Failure to provide the required letter with the tender submission may render the tenderer's zero points for functionality.
2. The tenderer's banking details as they appear below shall be completed
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.
4. The tenderer shall provide the following:
 - a) Name of Account Holder:
 - b) Account Number:
 - c) Bank name:
 - d) Branch Number:
 - e) Bank and branch contact details:

FINANCIAL REFERENCE	Returnable schedule Ref	Bank Rating	Score
Very Good – indisputable for enquiries	T2.8: TENDERER'S BANK DETAILS	A	10
Good – Good for the amount of work		B	10
Adequate – Good for the amount strictly in accordance with business		C	10
Poor – Reasonable business risk (additional motivation will be required prior appointment)		D	6
Inadequate and risky		E	4
Unacceptable and risky (additional motivation will be required prior appointment)		F	0
The bank letter submitted should have all the banking details of the company, enquiries contact person and details. And the letter must not be older than three (3) months			

Ability of the contractor to finance working capital requirements before the first claim is paid by the client (The bank letter submitted should not be older than 3 months). Letter from tender's bank confirming their bank details should be attached.

FORM T.2.9 ALL RISK INSURANCE

Attached proof of a valid all risk insurance policy (certified copy or original) from a recognized financial institution.

			To be completed By EDM
	Max Points	Claimed Points	Points Allocated
Attached proof of a valid all risk insurance policy	10		

Name of Insurer

Company Registration number

Insurance Policy number

Financial Services and Credit Provider number

FORM T.2.10**PROGRAM OF WORKS**

No	WORKPLAN	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	The tenderer must demonstrate insight as to what actions or activities are required in order to comply with the employer's objectives:			
1.1	Bidder's Programme demonstrate understanding of the scope of works	10		
1.2	Bidder's Programme demonstrate limited understanding of the scope of works	6		
1.3	Bidder's Programme demonstrate no understanding of the scope of works	2		
	SUB TOTAL:	10 Max		

NOTE: The work plan must show that the tenderer has appreciated the Scope of Work, and has good insight as to what actions or activities are required in order to comply with the Employers objectives. The proposed work plan is an important document based upon which tender evaluation points for quality will be awarded. Tenderers should however endeavour to keep their submissions in this regard to a maximum of 2 pages.

The programme must be submitted on MS Project.

**EHLANZENI DISTRICT MUNICIPALITY
TECHNICAL SERVICES
TENDER NO.: EDM/36/2021-22**

DESCRIPTION: REPAIR, PAINT AND FIX EXISTING STEEL STRUCTURE OF CARPORTS AND REPLACE SHADE NETTING FOR 5 X DOUBLE AND 8X TRIPLE CARPORTS (34): EHLANZENI DISTRICT COUNCIL

FORM T.2.11

PROJECT AND CONSTRUCTION TEAM

The Bidding Entity shall provide the key personnel including proof of CVs and certified qualifications on all full or part-time and sub- contractor's basis as listed in the schedule below.

PROJECT AND CONSTRUCTION TEAM

					To be completed By EDM
			Max. Points	Points Claimed	Points Allocated
Proposed Contract or Site Manager					
Name	Qualification	Similar Project Experience	20		
Project Support Team:					
Name	Qualification	Similar Project Experience	Max. Points	Points claimed	Points Allocated
1. Forman			15		

2. Team leader			5		
TOTAL			40		

DESCRIPTION: REPAIR, PAINT AND FIX EXISTING STEEL STRUCTURE OF CARPORTS AND REPLACE SHADE NETTING FOR 5 X DOUBLE AND 8X TRIPLE CARPORTS (34): EHLANZENI DISTRICT COUNCIL

FORM T2.12 FUNCTIONALITY SUMMARY

Description	Form Number	Max Points	Points claimed
PREVIOUS EXPERIENCE / SIMILAR PROJECTS	T2.7	30	
BANKING DETAILS	T2.8	10	
ALL RISK INSURANCE	T2.9	10	
PROGRAM OF WORKS	T2.10	10	
SUB TOTAL (INFRASTRUCTURE OF FIRM)		60	
CONSTRUCTION / SITE MANAGER	T2.11	20	
FOREMAN	T2.11	15	
TEAM LEADER	T2.11	5	
SUB TOTAL (PROJECT TEAM)		40	
<u>TOTAL POINTS</u>		<u>100</u>	

SIGNED BY TENDERER:

**FORM T2.12 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND
CONTENT****MBD 6.2****DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT**

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions
 - 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
 - 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
 - 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
 - 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
 - 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
 - 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \frac{x}{y} \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

- 1.7. A bid will be disqualified if:
 - the bidder fails to achieve the stipulated minimum threshold for local production and content

indicated in paragraph 3 below; and.

- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:”

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered?
have any imported content?

YES / NO

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information are accessible on www.reservebank.co.za.

Indicate the rate (s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID No.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),
Do hereby declare, in my capacity as

of(name of bidder entity), the
following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Note see attached **Annexures “C”, “D” and “E”** to be completed and form part of the tender document

PART C.1: CONTRACT DATA**C.1.1 FORM OF OFFER AND ACCEPTANCE****FORM OF OFFER**

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

CONTRACT NO.: EDM/36/2021-22: REPAIR, PAINT AND FIX EXISTING STEEL STRUCTURE OF CARPORTS AND REPLACE SHADE NETTING FOR 5 X DOUBLE AND 8X TRIPLE CARPORTS (34): EHLANZENI DISTRICT COUNCIL

The Tenderer, identified in the offer signature block, has examined the documents listed in the Tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and liabilities of the service provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Rand

..... (in words);

R (in figures).

This offer may be accepted by the Client by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender data, whereupon the Tenderer becomes the party named as the service provider in the conditions of contract identified in the contract data.

Signature

Name Capacity

.....

For the Tenderer

(Name and)

(Address of organization)

Name and signature of witness

Date

ACCEPTANCE

By signing this part of this form of offer and acceptance, the client identified below accepts the Tenderer's offer. In consideration thereof, the client shall pay the service provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Tenderer's offer shall form an agreement between the client and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Returnable Schedule
- Part C4: Scope of work.

Deviations from and amendments to the documents listed in the Tender data and any addenda thereto as listed in the Tender schedules as well as any changes to the terms of the offer agreed by the Tenderer and the client during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the client's representative (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature

Name

Capacity

For

the Client Ehlanzeni District Municipality
8 Van Niekerk Street,
Mbombela
1200

Name & Surname

Signature of witness Date

SCHEDULE OF DEVIATIONS

1 Subject

Details

2 Subject

Details

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

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

For the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and

Address of organization)

Name and
Signature of witness Date**For the Client:**

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)

TENDER NO: EDM/36/2021-22

REPAIRS, PAINT AND FIX EXISTING STEEL STRUCTURE OF
CARPORTS AND REPLACE CURVED SHADE NETTING FOR
5 X DOUBLE AND 8 X TRIPLE CARPORTS (34): EHLANZENI
DISTRICT COUNCIL

.....

Name and signature of witness Date

C.1.2 CONTRACT DATA**GENERAL CONDITIONS OF CONTRACT**

The Conditions of Contract are the *General Conditions of Contract for Construction Works*, Third Edition (2015) published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institute of Civil Engineering (Tel: 011 805 5947).

C.1.3 CONTRACT SPECIFIC DATA PROVIDED BY THE CLIENT

The following **contract specific data** are applicable to this Contract:

Clause		
	Please note that the word “employer” must be erased and replaced with the word “client” in all referred to documentation such as the Standard Professional Services contract (July 2009) (Third Edition of CIDB document 2014)	
1.1.1.13	The Defects Liability Period is 3 months	
1.1.1.14	The time for achieving Practical completion is 2 months	
1.1.1.15	The Client is EHLANZENI DISTRICT MUNICIPALITY	
1.1.1.26	The Pricing strategy is a Re-measurement Contract	
1.2.1.2	The Authorized and Designated representative of the Client is	
	Name: Dr NP Mahlalela MUNICIPAL MANAGER	
	The Client's address for receipt of communications:	
	Physical address: 8 Van Niekerk Street Mbombela 1200	Postal address: PO Box 3333 Mbombela 1200
	Telephone: (013) 759 8500 Fax: (013) 755 3157	
	The Project is for the: REPAIR, PAINT AND FIX EXISTING STEEL STRUCTURE OF CARPORTS AND REPLACE CURVED SHADE NETTING FOR 5 X DOUBLE AND 8X TRIPLE CARPORTS (34): EHLANZENI DISTRICT COUNCIL	
3.6.1	The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.	
5.3.1	The Service Provider is required to provide the following insurances: 1. All risk Insurance	
5.3.2	The time to submit the documentation required before commencement with Works execution is 7 days	

5.8.1	The non-working days are Sunday The special non - working days 1.Public Holidays
5.13.1	The penalty for failing to complete the Works is 0.1% of the total contract value per day.
6..10.3	The limit of retention money is 10% . 5% to be released after completion certificate issued and other 5% released after the defect liability period
7.3	The Client will not be responsible for any overtime worked by or overtime payments made to Personnel.
8.1	The Service Provider is to commence the performance of the Services within 14 <u>Days</u> of date that the Contract becomes effective.
8.2.1	The contract is concluded when the final approval Certificate has been delivered to the client, stating the date of which the works were completed and defects corrected
9.1	Copyright of documents prepared for the Project shall be vested with the <u>Ehlanzeni District Municipality</u>
12	<u>Settlement of disputes</u> is to be in terms of part the Supply chain Management Policy of Ehlanzeni District Municipality

C.1.4 DATA PROVIDED BY THE SERVICE PROVIDER

Clause														
1	The Service Provider is:													
5.3	The authorized and designated representative of the Service Provider is:													
	Name:													
	The Service Provider's address for receipt of communications is													
	Physical address:	Postal address:												
	Telephone:													
	Fax:													
	E-mail:													
1	The Period of Performance is													
5.5 7.1.2	Key Persons and their jobs/Functions related to the services													
	<table border="1"> <thead> <tr> <th>Name and Surname</th> <th>Specific Duties</th> </tr> </thead> <tbody> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </tbody> </table>		Name and Surname	Specific Duties										
	Name and Surname	Specific Duties												

PART C.2.: PRICING DATA

C.2.1 PRICING DATA & INSTRUCTIONS

1. The consultant is to allocate a budget to each activity in the activity schedule.
2. All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
3. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
4. The budget allocated to each activity and the total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.
5. The standard Professional Services, the Contract Data, the Specifications (including the Project Specifications shall be read in conjunction with the schedule of Activities.)
6. The Schedule of Activities comprises items covering the consultant's profit and costs of general liabilities and includes costs of all services.
7. The amounts and rates to be inserted in the Schedule of Activities shall be the full inclusive amounts to the Client for the work described under the several referred to payment items. Such amounts shall over all the costs and expenses that may be required in and for the professional services described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities, insurance and obligations set forth or implied in the documents on which the Tender is based.
8. For the purposes of this Schedule of Activities, the following words shall have the meaning hereby assigned to them:

Unit:	The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.
Quantity:	The number of units of work. (Service provision for each item.)
Rate:	The payment per unit of work/provision of services at which the Tenderer Tenders to the work.
Amount:	The quantity of an item multiplied by the Tendered rate of the (same) item.
Sum:	An amount Tendered for an item, the extent of which is described in the schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.
Provisional Sum:	A provisional amount allowed for by the client for an item or items, and the Tenderer is allowed a mark-up (handling cost), in the following item measured in percentage (%).

C.2.2 SCHEDULE OF ACTIVITIES

The following is a schedule that takes note of the prices that the Tenderer is offering:

No	Description	Unit	Qty	Rate	Amount
	<u>CARPORT SHADENETS</u>				
1	Contractual requirements				
1.1	OHS compliance and safety plans	Sum	1		
2	Existing steel structure				
2.1	Repair and weld structurally steel defects where necessary and replace all bolts with approved galvanised bolts and nuts. Allow for temporary support (Props) of the structures when replacing bolts. (100% local content)	Sum	1		
2.2	Surface preparation of existing steel structure (5 x double carport and 8 x triple carport): Mechanical wire brush surfaces to remove loose rust and loose mill scale to a St2 finish to SA2.5 of ISO 850-1:1988.	Sum	1		
2.3	Prepare existing white paint areas not affected by rust or damaged to receive intermediate coat (5 x double carport and 8 x triple carport).	Sum	1		
2.4	Priming of existing structure affected by rust: Apply two coats of an approved red lead primer to SANS 312, type II, Grade II. The minimum dry thickness shall be 40 microns.	Sum	1		
2.5	Intermediate Coat: Apply one coat of red lead primer to SANS 312, type II, Grade II an approved general-purpose undercoat to give a minimum dry film thickness of 25 microns to all steel surfaces (5 x double carport and 8 x triple carport).	Sum	1		
2.6	Finishing: Apply two coats of approved enamel with UPV resistant paint in colour to match existing paint (5 x double carport and 8 x triple carport) and the dry thickness should not be less than 40 microns. The total dry thickness for the three protective coats shall not be less than 105 microns	Sum	1		

3	Parking lots marking				
3.1	Numbering of parking bays in white paint not exceeding (400mm height x 300mm width) (include setting out and pre-marking) use paint stencils – <i>Double numbering, i.e 01 – 34</i>	No	34		
4	Carport shade nets (textile 100% local content)				
4.1	Supply and install and fix curved shade net with a minimum of 88% shade factor and 90% UV protection for 5 x double carports. Colour to be silver . Shade netting to be secured tightly to the frame by steel wire ropes on all four sides.	No	5		
4.2	Supply and install and fix complete curved shade net with a minimum of 88% shade factor and 90% UV protection for 8 x triple carports. Colour to be silver . Shade netting to be secured tightly to the frame by steel wire ropes on all four sides.	No	8		
5	Sub Total				
6	Contingencies @ 10%				
7	Sub Total				
8	VAT @ 15%				
9	Total Carried to Form of Offer				

I, the undersigned, do hereby declare that the above is a properly priced Activity Schedule forming part of this contract document upon which my/ our tender for Tender No EDM/36/2021-22: Repair, Paint and fix existing steel structure of carports and replace shade netting for 5 x double and 8x triple carports (34): Ehlanzeni District Municipality has been based.

SIGNED ON BEHALF OF THE TENDERER:

PART C.3: SCOPE OF SERVICE

C.3.1 SCOPE OF WORKS AND DESCRIPTION

There are 5 x double carports and 8 x triple existing carports that was damaged by storm. The steel structure is still in good condition however rust started to develop on welding joints and bolts and other specific areas. The severely eroded brackets must be replaced but is not commonly occurring. The rust must be repaired as specified in the Bill of Materials rust prevention paint be applied. All bolts and nuts must be replaced. The existing painted surfaces must then be prepared for intermediate coat and then final coat of paint applied. The dry thickness of the three protective coats shall not be less than 105 microns.

New shade netting must be installed to specification and securely fixed to steel frame to prevent damage from gusty winds. The shade netting must provide minimum of 90% shade factor and 90% UV protection. The colour of the shade net is light grey.

C.3.2 FORMAT OF COMMUNICATION

All requests for formal approval from the contractor, or any other body, shall be submitted in writing in hardcopy format. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice. Ad-hoc communication between the Employer and the Service Provider may be conducted per facsimile or in electronic format (e-mail).

C.3.3 MANAGEMENT MEETINGS

Other than attendance at at-least monthly site meetings once the construction contract is let, there are no requirements for a regular management meeting in respect of this project. The Service Provider shall however convene management meetings on an ad-hoc basis as and when necessary, and when called upon to do so by the Employer. The Service Provider shall be represented at these meetings by at-least one of the key personnel.

C.3.4 CLAIMS FOR PAYMENT

The Service Provider may submit interim claims for payment (invoices) as the work in terms of this contract progresses.

C.3.5 EMPLOYERS RIGHT TO RECOVER COSTS

The Employer reserves the right to recover, by way of a deduction from any amount due to the Service Provider, any additional cost which the Employer incurs arising out of non-performance of the Service Provider which inhibits the progress of the construction contractor and which leads to an extension of time with costs.

C.3.6 LOCATION

C3.7.1 EHLANZENI DISTRICT MUNICIPALITY 8 VAN NIEKERK STREET

