EPHRAIM MOGALE LOCAL MUNICIPALITY

BID DOCUMENT

TENDER NO. EPMLM/8/3/471

PROJECT DESCRIPTION: APPOINTMENT OF A SANAS ACCREDITED INSPECTION BODY FOR ENERGY PERFORMANCE CERTIFICATION OF TWO MUNICIPAL BUILDINGS

OCTOBER 2023

PREPARED FOR AND BY
THE MUNICIPAL MANAGER **EPHRAIM MOGALE LOCAL MUNICIPALITY** Private Bag x 111 **MARBLE HALL** 0450 Tel: (013) 261 8400 Fax: (013) 261 2985

NAME OF BIDDER : --

CSD SUPPLIER NO : --

TENDERED AMOUNT (WORDS) : --

TENDERED AMOUNT (FIGURES) : --

TEL NUMBER : --

EMAIL : --

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TENDER NOTICE AND INVITATION TO TENDER

IMPORTANT NOTICE ON DISQUALIFICATIONS

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “Acceptable Bid”, and as such will be rejected.

The Municipality shall adjudicate and award tenders in accordance with **the Preferential Procurement Policy Framework Act 5 of 2000 and revised Preferential Procurement Regulation of 2022** on 100 points functionality and on a 80/20 points system, where 80 points are for the price and 20 points for Specific goals according to the said legislation.

1. If the bidder is not registered on the National Treasury’s Central Supplier Database (CSD) with a compliant tax status and active business status,
2. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
3. Failure to complete the schedule of quantities as required, i.e only lump sums provided.
4. Scratching out without initialising next to the amended rates or information, writing over or painting out rates affecting evaluation of the bid.
5. The use of correction fluid (i.e. tippex) or any erasable ink, e.g. pencil.
6. The Bid document has not been properly signed by a party having Authority to do so, according to the example of **“Authority of Signatory”.**
7. No authority of signatory submitted – where it is stated that a **duly signed and dated original or certified copy of the company’s relevant resolution on the company letterhead** of their members or their board of directors, must submitted.
8. **Particulars required in respect of the bid have not been completed, except if information required on Preference Schedule in respect of specific goals, is not completed, the bid will not be disqualified but no preference points will be awarded**.
9. The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
10. The bid has been submitted either in the wrong tender box or after the relevant closing date and time.
11. If any municipal rates and taxes or municipal service charges are owed by the bidder and any of it directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months.
12. If any bidder who during the last five (5) years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
13. The Accounting Officer must ensure that irrespective of the procurement process followed, no ward may be given to a person;
    i. Who is in the service of the state, or
    ii. If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state, or
    iii. Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.

14. Bid offers will be rejected if the bidder or any of its directors is(are) listed on the National Treasury List of Restricted Suppliers and List of Tender Defaulters, as persons prohibited from doing business with the state.
15. Bid offers will be rejected if the bidder has abused the Ephraim Mogale Local Municipality's Supply Chain Management System.
16. Failure to attach a copy of a valid signed Joint Venture/Consortium Agreement (if applicable) to the bid document.
17. Form of Offer and Acceptance not completed (**amount in figure and words**) and signed by the authorised signatory.
18. Not signing of all relevant forms in the tender document on the spaces provided
19. Professional Indemnity to cover at least to the value of R1 000 000.00. Copy of insurance must be attached.
20. The lowest or any tender will not necessarily be accepted, and Ephraim Mogale Local Municipality reserves the right to accept a tender in whole or in part and not to award;
21. Curriculum Vitae of the team leader with original certified copies of qualifications, contactable reference list, 3 years of relevant experience on similar projects and project names.
22. Original Certified copy of SANAS registration/accreditation as an EPC inspection body must be submitted. Failure to do so will lead disqualification.
23. Proof of one EPC for a building that was submitted and accepted by DMRE.
24. Proof of a bank rating of C or higher

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1. INVITATION TO BID AND TENDER DATA

Tenders are hereby invited from Service Providers with relevant experience and compliance documents to bid for the following.

These are subject to the PPPFA and the Preferential Regulations 2022 and the General Conditions of Contract and, if applicable, to any special conditions of contract.

Bid No	Description	Requirements	Non-Refundable Bid Document fee	Closing Date and Time
EPMLM/8/3/471	Appointment of SANAS accredited inspection body for energy performance certificate of two buildings	SANAs accredited as EPC inspection body	R690.00	07-November-2023 @ 12H00 **Compulsory Briefing Date: 20/11/2023** **Time: 11:00** **Venue: Municipal Town hall**

The municipality will adjudicate and award bids in accordance with the PPR 2022 using the 80/20-point system, where 80 will be allocated to price and 20 for Specific goals of the contributor. Bids will remain valid for 90 days after the closing date.

Bid documents will be available from Friday, 20-October-2023 by the cashiers from **08H00 to 15H30** weekdays and for free download on www.etenders.gov.za

Completed bids in sealed envelopes, clearly marked with the relevant bid number and description, should be deposited in the bid box situated at the offices of the Ephraim Mogale Local Municipality, 2 Ficus Street, Marble Hall, 0450, where bids will be opened in public.

NB: Bidders should ensure that bids are delivered in time to the correct address. Late bids will not be accepted. Ephraim Mogale Local Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept any bid as a whole.

SCM related enquiries should be directed to the Supply Chain Management Unit at (013) 261 8450/8462/8496/8448/8541 or by email at ephmlmsupplychain@emogalelm.gov.za and Technical enquiries may be directed to Mr. J Durie at 013 261 8454 / jdurie@emogalelm.gov.za

MOROPA M.E.
MUNICIPAL MANAGER

T1.2 TENDER DATA

The conditions of tender are the standard conditions as contained in Annexure F of the CIDB standard for uniformity in construction procurement. The tender data is reproduced from the CIDB best practise guideline **# A7 first edition 2005, document 1035*.***
The standard conditions of tender make provision for several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of an ambiguity or inconsistency between it and the CIDB standard conditions of tender.

Clause **Tender Data**

Number

F1.1 The Employer is the Ephraim Mogale Local Municipality in compliance with the Department of Minerals Resources and Energy regulation **and the Guidelines of the DMRE should be followed and adhered to.**

F1.2 The tender document issued by the employer comprises of:

T. 1.1 Tender notice and invitation to tender.
T. 1.2 Tender data.
T 2.1 List of returnable documents.
T 2.2 Returnable schedules.

Part 1: Agreement and contact details
C 1.1 Form of offer and acceptance
C1.2 Contract Data

Part 2: Pricing data
C 2.1 Pricing instructions
C2.2 Activity schedules

Part 3: Scope of work

C3 Scope of work / Terms of reference

Part 4: Health and Safety Guidelines (Construction Sites)

F1.4 The employer's agent is: **MOROPA M.E.**
Tel : (013) 261 8400
Fax : (013) 261 2985

F2.1 **Only those tenders who satisfy the following are eligible to submit tenders.**

F2.1.1 **<u>Legal issuing of EPCs</u>**

1. Energy Performance Certificates (EPCs) **<u>can only be issued by a South African National Accreditation System (SANAS) accredited Inspection Body.</u>** SANAS is responsible for setting out the criteria for which Inspection Bodies must comply with to be able to issue an EPC to a building owner. SANAS also carry out accreditations of institutions and organisations which are required to submit an EPC on behalf of the building owners. Therefore only bidders that can proof that they have an active SANAS accreditation as an Energy Performance Accreditation body for Buildings will be allowed to submit tenders.

F2.1.2 <u>Criterion for the selection EPC Inspection bodies or the Tenderer/s</u>

Tenderer/s will only be deemed competent if:

1. The tenderer/s are registered with South African National Energy Development Institute (SANEDI) as an accredited Inspection body.
2. The tenderer/s can present their company registration number and/or EPC facility accreditation number entrusted to them ***in terms of section 22(2)(b) of the Accreditation for Conformity Assessment, Calibration and Good Laboratory Practice Act, 2006 (Act 19 of 2006) and sections 23(1), (2) and (3).***
3. The tenderer/s is accredited in accordance with the recognized International and National Standards ***ISO/IEC 17020:2012 AND SANS 1544:2014.***

F2.1.2 Has a team leader with:

a) Three (3) years relevant energy audit experience

b) Have worked for not less than 5 years after obtaining the entry academic qualification for the respective role on the project.

F2.1.3 The company/bidder have completed at least 1 EPC for a building that was submitted and accepted.

F2.1.4 Proof of bank rating of at least C

F2.7 The attendance of a compulsory clarification meeting as stated in the tender notice and invitation to tender.

F2.12 If the tender wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably enables the employer's objectives for the project as stated in the scope of works to be achieved.

F2.13 A single envelope procedure will be followed

F2.13.3 The employers address for delivery of tender documents and identification details to be shown on each tender offer package is:

<u>Physical address</u>:
MOROPA M.E.
MUNICIPAL MANAGER
13 FICUS STREET
MARBLEHALL
0450

F2.15 The closing time for submission of the tender offers 07 November 2023 **at 12h00** and should be deposited in the tender box at the Ephraim Mogale Local Municipality Offices in Marble Hall. No tenders will be accepted after the official closing date and Time.

F2.15 Telephonic, telegraphic, telex, facsimile or tenders e-mailed will not be considered.

F2.16 The tender offer will be valid for a period of ninety (90) days.

The tenders that meet the minimum requirements will be evaluated on a 80/20 points preference system as follows:

F3.11.1 (B) Specific contract participation goals (20 Points) will be evaluated as follows:

1(a) First

Bidders will be checked for compliance with Bid Conditions and administrative responsiveness. Non-compliance with any of the requirements will render the Bid non- responsive and it will not be carried forward to the next stage.

1(b) Fourth Stage in Evaluation: Price

The following must be completed in full

- The pricing schedule
- The form of offer. No alterations, subtractions or additions may be made to the items in the pricing schedule. All items must be priced or calculated.

A total of 80 points will be awarded to the Bid with the lowest balanced price. The other Bidders will be awarded points based on the ratio of the price under consideration to the lowest price.

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

where

Ps	=	Points scored for comparative price of bid under consideration
Pt	=	Comparative price of bid under consideration
P_{min}	=	Comparative price of lowest acceptable bid

1(c) Fifth Stage in Evaluation: Specific goal (Ph)

The Bidders will then be evaluated in terms of the Construction industry scorecard and the PPPFA, 2000 (Act No 5 of 2000); Preferential Procurement regulation, government gazette no 47452 issued on 4 of November 2022 with the values of Ph indicated as the number of points for specific goals shown below.

80/20		
Preference Points for specific goals	**Means of Verification**	**Number of Points**
100 % Black Ownership	Identification document	10
Women	Identification document	5
People with Disability	Medical Report indicating disability	3
Youth (18 to 34 Years of age)	Identification document	2

1(d) Final Stage in Evaluation : Calculation of Final Total Points

The final score or final total points for each Bid will be calculated by adding the scores from the; calculations.

$$P = Ps + Ph$$

F.3.13 Acceptance of bid Offer

F.3.13.1 Bid offers will only be accepted on condition that:

(a) the bid offer is signed by a person authorized to sign on behalf of the Bidder;

(b) an active and compliant registration on the Central Supplier Database;

(c) the bidder's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014, is included with his bid submission;

(d) a bidder who submitted a bid as a Joint Venture has included an acceptable Joint Venture Agreement with his bid;

(e) the bidder or a competent authorized representative of the contractor who submitted the bid has attended the compulsory clarification meeting or site inspection;

(f) the bidder or any of its principals is not listed on the register of bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;

(g) the bidder has not abused the Employer's Supply Chain Management System or has failed to perform on any previous contract and has been given a written notice to this effect;

(h) the bidder or any of its principals, directors or managers is not employed in the service of the State or any municipality. In the event that such principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the public service must be included in the BID submission.

(i) the employer is satisfied that the bidder or any of his principals have not influenced the BID offer and acceptance by the following criteria:

a. having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this Contract;

b. having acted in a fraudulent or corrupt manner in obtaining or executing this Contract;

c. having approached an officer or employee of the Employer or the Employer's Agent with the objective of influencing the award of a Contract in the bidder's favour;

d. having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Bidding for this Contract or as to the amount of the BID to be submitted by either party;

e. having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed bid;

f. the employer may, in addition to using any other legal remedies, repudiate the bid offer and acceptance and declare the Contract invalid should it have been concluded already.

Bidders who will comply with regards to the minimum requirements will then be evaluated according to the below criteria.

F3.13.1 Tender offers will only be accepted if:

» The tenderer or any of its directors is not listed on the register of Tender defaulters in terms of the prevention and combating of corrupt activities act of 2004 as a person prohibited from doing business with the public sector.

» The tenderer has not:
Abused the employers supply chain management system or failed to perform any previous contract and has been given a written notice to this effect.

» The tenderer has completed the compulsory enterprise questionnaire and that there are no conflicts of interest which may impact on the tenderers ability to perform the contract in the best interest of the employer or potentially compromise the tender process and

» The tenderer has completed the record of consultancy services provided to organs of the state.

NB: NO QUOTATIONS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, PROVINCIAL GOVERNMENT OR MUNICIPALITY.

F3.18 The number of signed paper documents of the signed contract to be provided by the employer is **one**. Only one document must be submitted.

ANNEXURE TO TENDER:

CIDB STANDARD CONDITIONS OF TENDER

F.1 General

F1.1 Actions

The employer and each tenderer submitting a tender, 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 timorously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender Documents

The tender document issued by the employer for the purpose of this tender are listed in the tender data.

F.1.3 Interpretations

F1.3.1 The tender data and additional data requirements contained in the tender schedules that are included in the returnable documents are deemed to be a part of these conditions of tender.

F1.3.2 These conditions of tender, the tender data and tender schedules which are only required for the tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F1.3.3 For the purpose of these conditions for the calling for expression of interest, the following definitions apply:

a) **Comparative offer** means the tender's financial offer after the factors of non-firm prices, all unconditional discounts any other tender parameters that will affect the value of the financial offer have been taken into consideration.
b) **Corrupt Practise** means the offering, giving, receiving and solicitation of anything of value to influence the actions of the employer or his staff or agent in the tender process: and
c) **Fraudulent practise** meant 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.
d) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F1.4 Communication with the employer.

All communications between the employer and the tenderer shall be in the form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take responsibility for non receipt of communications from the tenderer. The name and contact details of the employer's representative are stated in the tender data.

F1.5 Acceptance or rejection of tenders

The employers right to accept or reject any tender offer and will submit such rejection of tender offer in writing to the tenderer if required by the tenderer.

F1.5.1 The employer may accept or reject any variation, deviation, tender offer or alternative offer, and may cancel the tender process and reject tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to the tenderer for such cancellation and rejection. But will give written reasons for such actions upon written request to do so.

F1.5.2 The employer may not subsequent to the cancellation or abandonment of any tender process or rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only tender was received and was returned unopened to the tenderer.

F2 Tenderer's obligations

F2.1 **Eligibility**

Submit a tender offer, only if the tenderer is satisfying the criteria stated in the tender data and the tenderer or any of his principals, is not under any restriction to do business with the employer

F2.1 **Cost of tendering**

Accept that the employer will not compensate the tenderer for any cost incurred in the preparation and submission of the tender, including the cost of any tests required to demonstrate that aspects of the offer satisfy requirements.

F2.3 **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 visions 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 tenderer 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 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 Tender is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the Tender Offer

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

F.2.10.2 Show VAT payable by the employer separately as an addition to total tender price.

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 made by the tenderer. All signatories to the tender offer shall initial all such alterations, the use of masking fluid are prohibited.

F.2.12 Alternative Tender Offer

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alterative requirements the tenderer proposes.

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.2.13 <u>Submitting at Tender Offer</u>

F.2.13.1 Submit a tender offer 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 entirely, either electronically (if they were issued in electronic format) or by writing in black 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 to English, and the parts communicated electronically in the same formal 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 tenderer proposing to contract as joint ventures shall state which of the signatories is the responsible partner, whom will be legally liable in terms of the tender offer.

F.2.13.5 Seal the original tender offer as a package marking the package as "**ORIGINAL"** with the **"TENDER NAME AND NUMBER".** Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer 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 "final 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 name and contract 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.2.14 <u>Information and data to be completed in all respects</u>

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 <u>Closing Time</u>

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. Proof of pasting shall not be accepted as proof of deliver. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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.

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 process and correction of arithmetical errors by the adjustment of certain rates or item price (or both). No change in the total of the prices 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 tender 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 commercial position (including notarized joint venture

agreements), referencing arrangement, 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 material 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, Policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, binds, 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 Employer's Undertakings

F.3.1 Respond to Clarification

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 tenderer who drew procurement documents.

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 seven 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 tenderer who drew documents.

F.3.3 Return Late Tender

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 tenderer agents who choose to attend at the time and place stated in the tender data. Tender submission 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, the total of his prices, preferences claimed and time for completion, if any, 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.3.5 **Two-enveloped System**

F.3.5.1 A single envelope system will be used.

F.3.6 **Non-disclosure**

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

F.3.7 **Grounds for Rejection and Disqualification**

The tender will be disqualified should the tenderer influence the processing of tender offers. The tenderer will be instantly disqualified if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 **Test for Responsiveness**

F.3.8.1 Before the detailed evaluation of tenders received, tenders will be evaluated on completeness as follows:

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, or performance of the work, services or supply identified in the scope of work;
(b) Change the employer's or the tenderer risks and responsibilities under the contract; or
(c)Affect the competitive position of other tenderer presenting responsible tenders, if it were to be rectified.

This will lead to the rejection of a non-responsive tender offer, and not allow it to b subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 **Arithmetical Errors**

F.3.9.1 The client will check responsive tender offers for arithmetical errors, correcting them in the following manner:

a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
b) If bills of quantities (or schedule of quantities or schedule of rates) 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.
c) Where there is an error in the total of the process either as a result of other corrections required by this checking process or in the tenderer 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.

F.3.9.2 Consider the rejection of a tender offer if the tenderer dies not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1

F.3.10 <u>Clarification of a Tender Offer</u>

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

F.3.11.3 Scoring Quality

Score quality in each of the categories in accordance with the tender data and calculate total score for quality.

F.3.12 <u>Insurance provided by the employer</u>

If requested by the proposed successful tenderer, submit for the tenderer information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, required the employer to provide.

F.3.13 <u>Acceptance of Tender Offer</u>

F.3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the tender data.

F.3.13.2 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. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 <u>Notice to Unsuccessful Tenderer</u>

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderer that their tender offers have not been accepted.

F.3.15 <u>Prepare Contract Documents</u>

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 the returnable documents;
c. other revisions agreed between the employer and the successful tenderer; and
d. the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue Final Contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the forms of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender required the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 Complete Adjudicator's Contract

Unless alternative arrangement has 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 signed.

F.3.18 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.

General Conditions of Contract

1 DEFINITION

The following terms shall be interpreted as indicated:

1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids

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

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

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

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

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

1.7 **“Day”** means calendar day.

1.8 **“Delivery”** means delivery in compliance of the conditions of the contract or order.

1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.

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

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

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

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

1.14 **“GCC**” means the General Conditions of Contract.

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

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

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

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

1.**19** **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 **“Project site,”** where applicable, means the place indicated in bidding documents.

1.21 **“Purchaser”** means the organization purchasing the goods.
1.22 **“Republic”** means the Republic of South Africa.
1.23 **“SCC”** means the Special Conditions of Contract.
1.24 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.25 **“Supplier**” means the successful bidder who is awarded the contract to maintain and Administer the required and specified service(s) to the State.
1.26 **“Tort”** means in breach of contract.
1.27 **“Turnkey**” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
1.28 **“Written”** or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a Non-refundable fee for documents may be charged.
3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3 Any document, other than the contract itself mentioned in GC Clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

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

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

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

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

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque.

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

8. Inspections, tests and analyses

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

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspections requirements indicated in the bidding documents and no mention is Made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

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

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

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

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

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

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

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

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

12. Transportation

12.1 Should a price other than an all-inclusive delivery price be required, this shall be specified.

13. Incidental Services

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

(a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start- up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

(b) In the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, insufficient time to permit the purchaser to procure the required goods/services; and

(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

1.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract.

1.2. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission from the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

1.3. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

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

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

1.6. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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

16.3. Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

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

20. Subcontracts

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

21. Delays in the performance

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

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

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available. 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

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

(b) If the supplier fails to perform any other obligation(s) under the contract; or

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

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

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years. 23.4 If a purchaser intends imposing a restriction on a supplier or any person associate time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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

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

(i) The name and address of the supplier and / or person restricted by the purchaser;
(ii) The date of commencement of the restriction
(iii) The period of restriction; and
(iv) The reasons for the restriction.
These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

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

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

(b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and Other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede assign or ***sublet*** a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

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

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the Purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 0f 1998.

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

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1. Returnable schedules required only for tender evaluation purposes

- Details of tenderer
- Record of addenda to tender documents
- Compulsory team leader questionnaire
- Team leader compulsory information
- MBD 1
- MBD 4
- MBD 6.1
- MBD 8
- MBD 9
- CSD registration
- Bank details and rating
- Declaration with regards with to Municipal services, rates and taxes for the company and directors
- Certificate of authority (authority to sign)
- Record of consultancy services provided to organs of state and contact details
- Schedule: Team member Qualifications and experience
- Schedule: Relevant Company Experience
- Schedule: Organisation's accreditation/registration and memberships not yet mentioned

2. Other documents required only for Tender evaluation purposes:

- Individual firms, joint venture or consortium firms experience detail.
- Detail of experience of each individual on team, certified copies of qualifications to be attached (certification to be not older than 3 months).
- Original signed Joint venture, consortium agreements (if applicable).
- Company and directors' municipal account of not more than 3 months in arrears.
- Proof of registration with relevant SANAS and other professional bodies.

4. Other documents that will be incorporated into the contract

4.1 Original tender document
4.2 Addendum
4.3 Proof of purchase of the original tender document (unless if document was downloaded from the e-tenders portal)

5. The offer portion of the C1.1 Offer and Acceptance

6. C1.2 Contract Data (Part 2)

7. C2.2 Pricing Schedule

DETAILS OF TENDERER

Name of firm / entity / enterprise	
Trading as (if different from above)	
Postal address	Postal Code ________
Physical address	
Contact Details of the **Person Signing the Quotation**:	Name: ____ Telephone: (___) ___________Fax: (___) ___________ Cellular Number: _______________________________ E-mail address: ________________________________
Contact Details of the **Senior Manager Responsible for Overseeing Contract Performance (Team Leader)**	Name: ____ Telephone: (___) ___________Fax: (___) ___________ Cellular Number: _______________________________ E-mail address: ________________________________
Contact Details of **Person Responsible for Accounts / Invoices**:	Name: ____ Telephone: (___) ___________Fax: (___) ___________ Cellular Number: _______________________________ E-mail address: ________________________________

EPHRAIM MOGALE LOCAL MUNICIPALITY

TENDER NO: EPMLM/8/3/471

2. RETURNABLE SCHEDULES FOR TENDER EVALUATION

A	MBD 1 – BIDDING INFORMATION & TERMS OF BIDDING	
B	MDB 4 - DECLARATION OF INTEREST	
C	MDB 6.1 - PREFERENCE SCHEDULE	
D	MDB 8 - PAST SCM PRACTICES	
E	MDB 9 - CERTIFICATE OF INDEPENDENT BID	
F	AUTHORITY OF SIGNATORY	
G	PROOF OF BANKING DETAILS	
H	MUNICIPAL UTILITY ACCOUNT	
I	SCHEDULE OF PROPOSED SUBCONTRACTORS	
J	RECORD OF ADDENDA	
K	KEY PERSONNEL	
L	SCHEDULE OF TENDERER'S EXPERIENCE	
M	FORM OF OFFER & ACCEPTANCE	
N	PROFESSIONAL REGISTRATION/ACCREDITATION	
O	PRICING SCHEDULE	
P	SCOPE OF WORKS	

FORM A: MBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EPHRAIM MOGALE LOCAL MUNICIPALITY					
BID NUMBER:	**EPMLM/8/3/471**	CLOSING DATE:	**07-11-2023**	CLOSING TIME:	**12:00**
DESCRIPTION	**APPOINTMENT OF A SANAS ACCREDITED INSPECTION BODY**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT;					
EPHRAIM MOGALE LOCAL MUNICIPALITY (BUDGET & TREASURY AND TECHNICAL BUILDING)					
NO. 2 FICUS STREET					
MARBLE HALL					
0450					
NOTE: THE BID BOX IS ONLY ACCESSIBLE MONDAY - FRIDAY DURING OFFICE HOURS (08:00 TO 16:30)					

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE			NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE			NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:	**MAAA**________________
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**		☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED	…………………………………		**TOTAL BID PRICE**		**R ………………………………**
SIGNATURE OF BIDDER	…………………………………		**DATE**		…………………………………
CAPACITY UNDER WHICH THIS BID IS SIGNED	……………………………………………………………………………………………...				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	SCM	CONTACT PERSON	JOHAN DURIE
CONTACT PERSON	JOSEPH MADISHA	TELEPHONE NUMBER	013 261 8454
TELEPHONE NUMBER	013 261 8450/ 8462	FACSIMILE NUMBER	013 261 2985
FACSIMILE NUMBER	013 261 2985	E-MAIL ADDRESS	jdurie@emogalelm.gov.za
E-MAIL ADDRESS	ephmlmsupplychain@emogalelm.gov.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3.	**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
	IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER: ……………………………………………………………………………………..

CAPACITY UNDER WHICH THIS BID IS SIGNED: …………………………………………………......

DATE:..

FORM B: MBD 4

MBD4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].
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 favouritism, 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 authorised representative declare their position in relation to the evaluating/adjudicating 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. Also select the applicable answers ☑**

3.1 Full Name of bidder or his or her representative: ………………………………………..

…………………………………………………………………………………………...………

3.2 Identity Number: ……………………………………………………………………………….

3.3 Position occupied in the Company (director, trustee, shareholder[2]) …...………………….

……………………………………………………………………………………………………..

3.4 Company Registration Number: ……………………….…………………………………….

3.5 Tax Reference Number: ………………………………..……………………………..……

3.6 VAT Registration Number: ……………………………..…………………………...……

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

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

3.8.1 If yes, furnish particulars.

……………………………………………………….…………..…………………………………..

…………………………………………………..………………..………………………

[1]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.

[2] Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company

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

3.9.1 If yes, furnish particulars

………

………

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

3.10.1 If yes, furnish particulars

………

………

3.11 Are you, aware of any relationship (family, friend, other) between bidder and any persons in the service of the state who may be involved with the evaluation and adjudication of this bid? YES ☐ / NO ☐

3.11.1 If yes, furnish particulars

………

………

3.12 Are any of the company's directors, managers, principle shareholders or stakeholders in service of the state? YES ☐ / NO ☐

3.12.1 If yes, furnish particulars

………

………

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES ☐ / NO ☐

3.13.1 If yes, furnish particulars

………

………

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other companies or business whether or not they are bidding for this contract? YES ☐ / NO ☐

3.14.1 If yes furnish particulars:

………

………

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

Full Name	Identity Number	Employee Number

CERTIFICATION

I, THE UNDERSIGNED

(NAME) ………………………………………………………………………………….…………

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

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

……………………………………………..… ………………………………

Signature Date

……………………………………………..… ………………………………………………

Capacity Name of Bidder

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"**means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. **POINTS AWARDED FOR PRICE**

3.1.1 **THE 80/20 PREFERENCE POINT SYSTEMS**

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	**Means of Verification**	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
100 % Black Ownership	Identification document	10	
Women	Identification document	5	
People with Disability	Medical Report indicating disability	3	
Youth (18 to 34 Years of age)	Identification document	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: ………………………………………………………...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

………………………………………

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……………………………………………………….

DATE: ……………………………………………………….

ADDRESS: ……………………………………………………….

……………………………………………………….

……………………………………………………….

……………………………………………………….

FORM D: MBD 8

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by 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 of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	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)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	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:		
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 THISDECLARATION 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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;

b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

[2] Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. B

[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.

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 Municipality / Municipal Entity)

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

I certify, on behalf of: ____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   - (a) has been requested to submit a bid in response to this bid invitation;
   - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

   However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor

regarding:

(a) prices;

(b) geographical area where product or service will be rendered (market allocation)

(c) methods, factors or formulas used to calculate prices;

(d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

…………………………………………	…………………………………
Signature	Date
……………………………………………….	…………………………………
Position	Name of Bidder

FORM F: CERTIFICATE OF AUTHORITY

CERTIFICATE OF AUTHORITY

Indicate the status of the tenderer by ticking the appropriate box hereunder. **THE TENDERER MUST COMPLETE THE CERTIFICATE SET OUT BELOW FOR THE RELEVANT CATEGORY AND ATTACH A LETTER ON THE COMPANY LETTERHEAD.**

Please tick appropriate box:

A Company	B Partnership	C Joint Venture	D Close Corporation	E Sole Proprietor

A. CERTIFICATE FOR COMPANY

I,………………………………………………., chairperson of the board of directors of …………………………………………………, hereby confirm that by resolution of the board (copy attached) taken on ……………….20…., Mr/Mrs……………………….acting in the capacity of…………………………………………………,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1…………………………………….. ………………………………………

Chairman

2…………………………………….. ………………………………………..

Date

B. CERTIFICATE OF PARTNERSHIP

We, the undersigned, being the key partners in the business trading as …… hereby authorise Mr/Mrs……………………………………………………, acting in the capacity of……………………………………….to sign all documents in connection with the tender for Contract…………………………………………………………and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

C. CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs…………………………., authorised signatory of the company………………….……, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract…………………………………………and any other contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as………………………………………hereby authorise Mr/Mrs………………………………… Acting in the capacity of……………………………………………………, to sign all documents in connection with the tender for Contract…………………………………………and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be complete and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

E. Sole Proprietor

I,……………………………………………….., chairperson and sole owner of ………………………………………………, hereby confirm that by resolution of the board (copy attached) taken on ……………….20…., Mr/Mrs………………………acting in the capacity of………………………………………………,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1…………………………………….. ………………………………………

Chairman

2…………………………………….. ………………………………………..

Date

BIDDERS SHOULD ATTACH A DULY SIGNED AND DATED ORIGINAL OR CERTIFIED COPY OF THE LETTER OF AUTHORITY ON THE COMPANY'S LETTERHEAD, FAILURE TO DO SO WILL LEAD TO THE DISQUALIFICATION OF THE BID AS NON-RESPONSIVE

FORM G: PROOF OF BANKING DETAILS

DETAILS OF BIDDERS'S BANK ACCOUNT

I/We furnish the following information:

a) Name of Bank:..

b) Branch of Bank ....

c) Town/city/suburb where bank is situated ....

d) Contact Person at the Bank: ....

e) Telephone number of Bank: Code: ………………… Number: …………………

f) Account Number: ....

I/We hereby authorise the Employer to approach the above Bank for a reference.

NOTE:

BIDDERS SHOULD ENSURE THAT THEIR BANK ACCOUNT DETAILS HAVE BEEN VERIFIED ON THE CSD REPORT. IF SUCH IS NOT VERIFIED, BIDDERS SHOULD ATTACH A COPY OF THEIR BANK CONFIRMATION LETTER

Signature………………………………………. Date……………………………………….

Name…………………………………………….. Position……………………………………

Tenderer………………………………………………………………………………………….

FORM H: MUNICIPAL UTILITY ACCOUNT

DECLARATION WITH REGARDS TO MUNICIPAL SERVICES, RATES AND TAXES

I ____the undersigned, declare on

behalf of (Name of Bidder) ____ that;

the bidder and (or) any of its director(s) does not owe any municipal services, rates and taxes to the municipality or any other municipality or municipal entity any amount which could be in arrears for an period for a period more than three months.

In the event that this declaration is found to be false, the bid will be rejected and found to be nonresponsive.

COMPANY

NAME OF MUNICIPALITY	ACCOUNT NUMBER	OWNER

DIRECTORS

NAME OF MUNICIPALITY	ACCOUNT NUMBER	OWNER

NOTE:

TENDERER TO SUBMIT A COPY OF A MUNICIPAL ACCOUNT OF THE COMPANY AND/OR THAT OF ITS DIRECTOR NOT IN ARREARS AND NOT OLDER THAN THREE (03) MONTHS; OR

IN THE EVENT THAT THE BIDDER IS LEASING, A LEASE AGREEMENT ALONG WITH THE ACCOUNT OF THE LEASED PROPERTY SHOULD BE ATTACHED; OR

A CONFIRMATION LETTER FROM THE LOCAL MUNICIPALITY NOT OLDER THAN THREE MONTHS CONFIRMING THAT SERVICES ARE NOT CHARGED/LEVIED AND BIDDER DOES NOT OWE

(FAILURE TO DO SO WILL LEAD TO THE DISQUALIFICATION OF THE BID AS NON-RESPONSIVE)

Signed…………………………………………. Date………………………………………

Name…………………………………………….. Position……………………………………

Tenderer…………………………………………………………………………………………….

FORM I: SCHEDULE OF PROPOSED SUBCONTRACTORS

Will you be subcontracting on this project?

(Tick the appropriate box)

Yes ☐ **/ No** ☐

We notify you that it is our intention to employ the following subcontractors for work in this contract. If we are awarded a contract we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.			
	Name of Subcontractor	**Contact Details**	**Description of Work to be executed by Subcontractor**
1.			
2.			
3.			
4.			
5.			

Signature………………………………………… Date…………………………………………

Name…………………………………………….. Position……………………………………

Tenderer……………………………………………………………………………………………….

FORM J: RECORD OF ADDENDA TO TENDER DOCUMENTS

Was there an addendum issued for this project?

(Tick appropriate box and complete table accordingly)

Yes ☐ / No ☐

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

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

Attach additional pages if more space is required.

Signature……………………………………………… Date …………………………………..

Name………………………………………………... Position…………………………………..

Tenderer……………………………………………………………………………………….

FORM K: KEY PERSONNEL – ORGANOGRAM, CVs AND QUALIFICATIONS

Tenderer to **supply an organogram for the management of the project** and **include curricula vitae of key personnel**. These curricula vitae shall provide evidence of relevant experience of the key staff in the organogram. The personnel included here shall be used on the project unless otherwise agreed by the employer.

DESIGNATION	NAME OF	SUMMARY OF	
	(i) NOMINEE (ii) ALTERNATE	QUALIFICAT-IONS	EXPERIENCE AND PRESENT OCCUPATION

FAILURE BY THE BIDDER TO COMPLETE THE ABOVE COMPULSORY TABLE AND ATTACH THE RELEVANT REQUIRED RETURNABLE DOCUMENTS WILL RENDER THE BID TO BE NON-RESPONSIVE AND THUS BE REJECTED.

Signed……………………………………………………… Date ……………………………….…..

Name…………………………………………………... Position…………………………………..

Tenderer……………………………………………………………………………………………….

FORM L: SCHEDULE OF TENDERER'S EXPERIENCE

The following is a statement of **similar works successfully executed/completed** by myself/ourselves in the last five years:

INSTITUTION NAME	RELEVANT PROJECT NAME	CONTACT PERSON	CONTACT DETIALS	PROJECT VALUE (R)*	PROJECT START & END DATE

***** ***The project value on the above table should correspond to the supporting documents that will be attached as returnable or NO functionality points will be allocated.***

NB: COMPLETE THE TABLE ABOVE ON COMPANY EXPERIENCE (COMPULSORY TABLE) AND ALSO ATTACH PROOF OF PROJECTS LISTED ON THE ABOVE TABLE (FAILURE TO DO SO WILL LEAD TO THE DISQUALIFICATION OF THE BID AS NON-RESPONSIVE)

Signature……………………………………………….. Date …………………………………..

Name………………………………………………….. Position……………………………….

Tenderer……………………………………………………………………………………..

FORM M: PROFESSIONAL REGISTRATION/ACCREDITATION

Bidders are required to submit along with their bids as part of returnable. Registrations with the below listed professional bodies of their company or key personnel whom will be allocated to this project. Failure to submit such as required will render the bid to be non-responsive and will thus be rejected.

Section 1: Name of enterprise: ____

Section 2: VAT Registration number, if any: ________________________________

Section 3: SANAS EPC Registration number: ______________________________

ATTACH CERTIFIED COPY

Section 4: SANEDI Registration number: ___________________________________

ATTACH CERTIFIED COPY

Section 5: ISO/IEC Certificate number: _____________________________________

ATTACH CERTIFIED COPY

Section 6: Particulars of sole proprietors and partners in partnerships

Name*	Identity Number*	Personal income tax number*

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

Section 7: Particulars of companies and close corporations

Company/CC registration number ____

Tax reference number ____

COMPULSORY TEAM LEADER QUESTIONNAIRE

The following particulars must be furnished.

Section 1: Full names and surname of team leader: ______________________________

____

Section 2: ID no of team leader: ____

ATTACH CERTIFIED COPY OF ID

Section 3: Relevant qualification of team leader and year obtained:

Qualification:____

Year obtained:___________________

Years' experience since qualification: ____________

ATTACH CERTIFIED COPY OF QUALIFICATION AND CURRICULUM VITAE

Section 5: Particulars of relevant Energy Performance Certification experience

ATTACH CERTIFIED COPY OF EPC

Project name	EPC no	Year	Role of Team Leader in project

RECORD OF CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE

Tenderers are required to complete this record in terms of the Supply Chain Management Regulations issued in terms of the Municipal Finance Management Act of 2003.

Include only those contracts where the bidder identified in the signature block below was directly contracted by the Employer. Tenderers must not include consultancy services provided in terms of a sub-consultancy agreement.

Where contract were awarded in the name of a joint venture and the tenderer formed part of that joint venture, indicated in the column entitled "Title of the contract for the consultancy service" that it was in joint venture and provided the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tender.

Complete the record or attach the required information in the prescribed tabulation.

Part A: All consultancy services provided to an organ of the state.

Item	Organ of state	Title of contract for consultancy service	Value of contract for service incl VAT (Rand)	Date completed (State current if not completed)
1				
2				
3				
4				

The following contracts recorded in Part A. provided similar consultancy services to those required in terms of scope of works in this tender.

Refer to attached list

The undersigned, who warrants the he / she is duly authorized to do so on behalf of the enterprise, confirm that the contents of this schedule are within my knowledge and are to the best of my belief both true and correct.

Signed ______________________________ Date ____________________________

Name __________________ Position ________________________________

Enterprise Name ____

EVALUATION CRITERIA

Proposals shall be evaluated in terms of the Supply Chain Management (SCM) Policy of the EPHRIAM MOGALE LOCAL MUNICIPALITY. EPHRAIM MOGALE LOCAL MUNICIPALITY reserves the right to accept the whole or part of any proposal and not to consider any proposal not meeting the tender conditions. The conditions and agreement of this appointment will be Quality Based in terms of the Procurement Regulations.

EPHRAIM MOGALE LOCAL MUNICIPALITY reserves the right to negotiate more favourable rates with the consultant before and during the assignment.

1. Administrative Requirement

- Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender document.
- The bid must be properly received, stapled, or bound in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
- Tenderers to attach proof of Central Supplier Database (CSD) registration.
- Failing to complete the form of offer will result in automatic disqualification.
- Tenderer to submit a COPY OF A MUNICIPAL ACCOUNT of the company and that of its director not in arrears and not older than three (03) months; or In the event that the bidder is leasing, a lease agreement along with the Account of the leased property should be attached; or a confirmation from the local municipality confirming that services are not charged/levied and the Bidder does not owe. (Failure to do so will lead to disqualification of the bid as Non-Responsive)
- Bid forms must be completed in full and each page of the bid initialized including Cover Page
- Telefax or e-mail tenders are not acceptable;
- Late tenders will not be accepted;
- Authority of signatory in company letterhead must be submitted with the tender document also in terms of JV;
- The use of correction pen is not allowed on the bid documents;
- Tender be completed and Signed in Black Ink
- Any Alterations Initialled
- Tenders may only be submitted on the bid documents as provided by Ephraim Mogale Local Municipality;
- Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties.
- The lowest or any tender will not necessarily be accepted and Ephraim Mogale Local Municipality reserves the right to accept a tender in whole or in part and not to award;
- Curriculum Vitae of the team members with original certified copies of qualifications, contactable reference list, years of relevant experience on similar projects and project names.
- Certified copies of SANEDI, SANAS and ISO registration or certification must be attached
- Certified copy of Team Leader ID and Qualification must be attached a well as certified copies of Team Leader relevant EPC project certificates.
- Copy of valid Professional Indemnity Insurance of at least R 1,000,000.00 must be attached.
- Proof of bank rating of C or higher
- Proof of one completed EPC certificate submitted and accepted.

Note: A bidder/s must meet the minimum requirements and must submit the proof as specified and if not or incomplete it will be considered a non-responsive bid and will be disqualified. Should the relevant bidder/s meet the minimum required, they will be evaluated in terms of price and preference as per the PPPFA Act, No.5 of 2000 and its associated Regulations issued by the National Treasury.
FOR BEE EVALUATION: Kindly complete and sign the MBD.6.1

Final Proposal will be evaluated on the basis of the PPPFA 80/20-point system as presented in the

Preferential Procurement Regulations 2017, for this purpose MBD 6.1 forms should be scrutinized, completed and submitted together with your quotation

The procedure for evaluation of responsive tenders is the 80/20 preference point system as contained in the procurement policy clause C3.3.
The financial offer will be scored using the following:

$$Ps = W_1\left(1 - \frac{P_t - P_{min}}{P_{min}}\right)$$

Where

Ps	=	Points scored for functionality and price of the bid/proposal
W_1	=	(1) 80 where the financial value inclusive of VAT of all responsive tenders received have a value in less than R50000 000.00;
Pt	=	Rand value of tender under consideration
P min	=	Rand value of the lowest acceptable tender

Up to 100 minus W1 tender evaluation points will be awarded to tenderers who complete the referencing schedule and who are found to be eligible for the preference claimed.

The 80/20 point system will be as follows:

The specific goals allocated points in terms of this tender	Means of Verification	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100 % Black Ownership	Identification document	10	
Women	Identification document	5	
People with Disability	Medical Report indicating disability	3	
Youth (18 to 34 Years of age)	Identification document	2	

A bid shall not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the specific goals or is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of 20 points for specific goals.

The points scored for price shall be added to the points scored for the specific gaols to obtain the bidder's total points scored out of 100.

Award of contract to bids not scoring the highest number of points

(a) A contract must be awarded to the bidder who scored the highest total number of points in terms of the 80/20 preference point system.
(b) In exceptional circumstances a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. The reasons for such a decision must be approved and recorded for audit purposes and must be defendable in a court of law.

Evaluation of bids that scored equal points

(a) In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for special goals.
(b) If two or more bids have equal points, including equal preference points for Special goals, the

successful bid must be the one scoring the highest score for functionality.
(c) In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots.

THE CONTRACT

FORM N	FORM OF OFFER AND ACCEPTANCE
FORM O	PRICING DATA
FORM P	SCOPE OF WORKS

FORM M: FORM OF OFFER AND ACCEPTANCE

C1.1 Form of Offer and Acceptance

OFFER

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

Contract No EPMLM/8/3/471: APPOINTMENT OF A SANAS ACCREDITED INSPECTION BODY FOR ENERGY PERFORMANCE CERTIFICATION OF TWO MUNICIPAL BUILDINGS.

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

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

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

………

………………………………………………………………………………………………….. Rand (in words);

R ………………………………………………………………………………………………. (in figures)

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

Signature Block: Bidder	
Signature	Date . . . .
Name	
Capacity	
Name of organization.	
Address of organization	
. . . .	
Signature of witness	Date . . . .
Name of witness	

Acceptance (to be filled in after award)

By signing this part of the form of offer and acceptance, the employer identified below accepts the Tenderer's offer. In consideration thereof, the employer 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 employer and the tenderer upon the terms and conditions contained in this agreement and in the contract is the subject of this agreement.

The terms of the contract, are contained in:

PartC1:	Agreements and contract data, (which includes this agreement)
ParC2:	Pricing data
PartC3:	Scope of work
PartC4:	Site information

And drawings and documents or parts thereof, which may be incorporated by reference into parts 1 to 3 above.

Deviations from the 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 employer 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 employer's agent (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 on a fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now service provider) within five working days of the data of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature Block: Employer			
Signature	. . . .	Date	
Name	. . . .		
Capacity	. . . .		
For the Employer:	Municipal Manager Ephraim Mogale Local Municipality		
Signature of witness		Date	
Name of witness			

Schedule of Deviations

1 Subject ....

Details ....

....

2 Subject ....

Details ....

....

3 Subject ....

Details ....

....

4 Subject ....

Details ....

....

By the duly authorised representatives signing this agreement, the employer and tenderer agree to 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 schedule, as well as any confirmation, clarifications or changes to the terms of the offer agreed by the bidder and the employer during this process of offer and acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

For the Bidder:

Signature(s) ______________________ ______________________

Name(s) ______________________ ______________________

Capacity ______________________ ______________________

____

(Name and address of organization)

Name & Signature of Witness ______________________ ______________________

For the Employer:

Signature(s) ______________________ ______________________

Name(s) ______________________ ______________________

Capacity ______________________ ______________________

____

(Name and address of organization)

Name & Signature of Witness ______________________ ______________________

C1.2 CONTRACT DATA

C1.2.1 Contract Specific Data

The Conditions of Contract are the General Conditions of Contract for Construction Works (2004) published by the South African National Standard.

The Joint Building Contracts Committee for building works (Series 2000 of 2007) Published by the Joint Building Contracts Committee South Africa (JBCC).

Section 1: Data provided by the Employer

Clause	Data
1.1.1.1.13	The Defects Liability Period - none.
1.1.1.1.15	The Name of the Employer is **Ephraim Mogale local Municipality**
1.1.1.1.26	Pricing Strategy is fixed Contract.
1.2.1.2	The address of the Employer is: P O BOX 111 **MARBLE HALL** 0450 Tel: (013) 261 8400 Fax: (013) 261 2985
1.2.1.2	The address of the Engineer is: P O BOX 111 **MARBLE HALL** 0450 Tel: (013) 261 8400 Fax: (013) 261 2985
5.3.1	The documentations required before commencement with works execution are: Initial Programme (Ref to Clause 5.6) Security/Guarantee (Ref to Clause 6.2) Insurance (Ref to Clause 8.6) Acceptance letter
5.3.2	The time to submit documentation required before commencement with works execution is 14 days.
5.8.1	The non-working days are Sundays and the special non-working days are official builder's holiday plus all statutory public holidays. The year-end break commences on 15th December and the first Monday of the subsequent year.
5.13.1	The penalty for failing to complete the works is **0.5% of the project value per day.**
6.2	The Form of Guarantee is to contain the wording of the proforma document included in the General Conditions of Contract (Pro-forma included in section C1.3 to this document).
6.2	The liability of the guarantee shall be **2.5%.**
6.10.3	**Retention is 10% of the value of the work until acceptance/approval by DMRE.**
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is nil.
8.6.1.3	The limit of indemnity for liability insurance is **at least twice the value of the project**.
	The Works shall be completed within 4 **Months**.

Part 2: Data provide by the service provider

Clause

1 The service provider is:………………………………………………

The key Persons (as per project team) and their jobs / functions in relation to the services are:

5.3

Name	Specific duties	Professional registration (Name of council and registration number)

5.5 The authorised and designated representative of the service provider is:

Name:…………………………………………………………………………….……………….

Telephone:…………………………………………………………………………………….

The address for the recipient of communications is :

Name:…………………………………………………………………………….……………….

Address:……………………………………………………………………………………….

Telephone:…………………………………………………………………………………….

Email: …………………………………………………………………………………………

FORM O: SCOPE OF WORKS

C.3 SCOPE OF WORK AS PER ENGINEERING PROFESSION ACT; 2000 (ACT No. 46 OF 2000).

1. BACKGROUND 67
2. SPECIFICATION 67
3. SCOPE OF WORKS AND OUTPUTS 69
4 ADDITIONAL INFORMATION 70
5 DURATION OF PROJECT 70
6 PAYMENT 71
7 EVALUATION CRITERIA 71
8 PRICING SCHEDULE 72
9 INFORMATION TO BE PROVIDED WITH TENDER 73

1. BACKGROUND

Regulations for the Mandatory Display and Submission of Energy Performance Certificates for Buildings, gazetted on 8 December 2020, require that all relevant buildings have an Energy Performance Certificate displayed by 7 December 2023. An Energy Performance Certificate (EPC) is defined as a certificate issued by an accredited body in respect of a building in accordance with the South African National Standard *SANS 1544: 2014 Energy Performance Certificates for buildings* that indicates the energy performance of that building.

The issuing of the Energy Performance Certificates for buildings requires accurate and reliable building energy consumption and activity data that will also be included in the National Building Energy Performance Register (NBEPR) developed by the South African National Energy Development Institute, (SANEDI). The energy performance of a building is measured in terms of kilowatt-hours per square meter, per annum (kWh/m^2/pa) of net floor area in accordance with SANS 1544:2014 for energy performance of buildings.

The regulations apply to non-residential buildings with a net floor area of at least 1,000 m^2 for government owned buildings, operated or occupied by an organ of the state, which have not been subject to a major renovation within the past two years of operation. These buildings must have a dominant occupancy classification in terms of Regulation A20 of the National Building Regulations as A1, A2, A3, or G1.

The building energy performance is graded from **A** to **G**, with A being the most energy efficient and G the least efficient. Buildings are expected to achieve at least a D-rating in order to be compliant with the national building regulations, and must clearly display their EPC at the building entrance of the facility.

The Ephraim Mogale Local Municipality is therefore seeking to appoint a service provider, who is accredited as an EPC Inspection Body (IB) with the South African National Accreditation System (SANAS) for Energy Performance Certificates for Buildings. The appointed service provider will be required to complete energy performance certificate assessment(s) according to SANS 1544 for all relevant buildings owned by the Ephraim Mogale Local Municipality to determine the building’s rating.

The service provider is expected to complete and submit the following reports to the Ephraim Mogale Local Municipality: together with an Inception Report, an Assessment Report that captures the methodology, assumptions, and calculations used for each EPC, and a Close Out report.

2. SPECIFICATION

The regulations require that the EPC and related data be submitted to SANEDI should be mainly from the four building classes indicated in the table below, and the SANAS-accredited Inspection Body must sign and issue the EPC on behalf of the building owner in line with the SANS1544:2014.

Building Occupancy Class	Occupancy	Description
A1	**Entertainment and public assembly**	Occupancy where persons gather to eat, drink, dance or participate in other recreation.
A2	**Theatrical and indoor sport**	Occupancy where persons gather for the viewing of theatrical, operatic, orchestral, choral, cinematographic or sport performances.
A3	**Places of instruction**	Occupancy where school children, students or other persons assemble for the purpose of tuition or learning.
G1	**Offices**	Occupancy comprising offices, banks, consulting rooms and other similar usage.

The Ephraim Mogale Local Municipality will provide the following list of data to the successful service provider for each building as far as possible:

- Building name
- Physical Address
- Owner of the building
- Occupancy class or classes
- Copy of sub metered energy readings for the selected 12-month period, if available
- Copy of electricity bills for the selected 12-month period
- Cadastral Information – erf number
- Where available, the following information will be provided: area schedule, year of construction, occupancy certificate, year of last major renovation

It should be assumed by the service provider that there is no readily available building data from the Ephraim Mogale Local Municipality and this data will need to be determined by visiting each building site for:

- Estimated Net Floor Area – where a mixed use building, the net floor area for each use type
- Estimated Gross Floor Area
- Number of Floors

In addition, it should be assumed that there is no readily available energy data and the following energy data will need to be gathered:

- Electricity consumption for 2019 calendar year in kWh
- Consumption of liquid or gas fuels for 2019 calendar year in kWh
- Where relevant, the onsite energy production, use and export from any installed photovoltaic systems in kWh
- Calibration certificates for all meters in metered buildings
- Electricity bills for all buildings without smart meters

The Ephraim Mogale Local Municipality will provide as part of the tender documentation, a list of the buildings including their location (street address, Erf#, GPS coordinates) that are to be included in this tender. It should be noted that there may be changes to the list of buildings identified in the course of this contract.

1. **SCOPE OF WORKS AND OUTPUTS**

The scope of works required is:

3.1 Inception Report, with completed work plan activities with agreed milestones and due dates, including detailed project approach and methodology. The Inception Report is to be submitted to the Project Manager within two weeks of the Inception Meeting and is to include the following:

- Determination of data requirements for the issuing of Energy Performance Certificates for government buildings, in line with the promulgated regulations and SANS 1544:2014 and building classifications.
- Develop and provide data collection questionnaires and protocols that will be used to collect data for the issuing of EPCs
- Verification and quality assurance of data collected.

3.2 Provide an Energy Performance Certificate (EPC) for each building that is in accordance with the South African National Standard SANS 1544: 2014 *Energy performance certificates for buildings* and the Regulations for the Mandatory Display and Submission of Energy Performance Certificates for Buildings.

- The service provider will be required to obtain a correct certificate number for each EPC from South African National Energy Development Institute (SANEDI).
- For each building, the certificate must be provided as a digital version in PDF format, in the EPC template prescribed by the regulation.
- Where any Energy Performance Certificate is not accepted by SANEDI, the service provider will be required to update that report until it is compliant and accepted by SANEDI.
- The list of buildings provided by the Ephraim Mogale Local Municipality will indicate those buildings where plans are available. Where a building plan is not available, the service provider will be required to do a FLOOR PLAN with on-site area calculation.
- Draft and final versions of each EPC will be reviewed by the Ephraim Mogale Local Municipality Project Manager prior to acceptance of completion.

3.3 Provide an Assessment Report that captures the methodology, assumptions, verification and quality assurance of data collected, and calculations used to complete all EPCs.

- Each batch of up to 10 completed EPCs is to be accompanied by a draft assessment report, within a week of their completion.
- The Assessment Report must be provided as a digital version in MS Word and PDF.
- Draft and final versions of the Assessment Report will be reviewed by the Ephraim Mogale Local Municipality Project Manager prior to acceptance of completion.

3.4 Provide a Close-out Report capturing an overview of the work completed including the lessons learnt and recommendations for future EPC processes.

- The close-out report must be provided as a digital version in PDF.
- aAl information collected and plans drawn must be provided in hard and soft copy. Floor plans must be DWG, DGN.
- Draft and final versions of the close-out report will be reviewed by the Ephraim Mogale Local Municipality Project Manager prior to acceptance of completion.

3.5 Meetings

It is expected that the service provider will prepare for and attend the following meetings:

- 1 x virtual inception meeting within a week of signing the contract.
- Building site visits, to the list of buildings provided by the Ephraim Mogale Local Municipality as and when required and in compliance with Covid-19 Regulations from National Government and the Ephraim Mogale Local Municipality.
- Monthly virtual progress meetings.

- Present at up to two interdepartmental meetings, as and when requested by the Ephraim Mogale Local Municipality.
- 1 x virtual Close-out meeting within the final week of the contract.

4 ADDITIONAL INFORMATION

4.1 The following additional information is provided:

- It is anticipated that the appointed service provider will be required to visit buildings for primary data collection and verification of any data provided.
- It has been determined that due to the impact of the Covid-19 Pandemic and related restrictions, the most representative calendar year for energy consumption data is 2019. The financial year 2022-2023 can be used for verification.
- The list of buildings provided by Ephraim Mogale Local Municipality is subject to change if new information arises during the course of this contract.

4.2 Notes on data collection and verification:

- To complete the EPCs, the service provider will be required to calculate the energy used outside of the net floor area, as the buildings are not sub-metered, to separate these areas out from the reported energy consumption.
- All photovoltaic systems, if any, are required to have an on-site check to verify meter data

4.3 Notes on timeframe:

- It is required that all EPCs must be completed and displayed by 7 December 2023 in order to ensure compliance with the EPC regulations.
- For this to be achieved, all EPCs are to be completed by 30 November 2023, with the final Assessment Report and Close Out report only required after this date.
- Where there may be an opportunity to extend this timeframe, for example if any changes are made by the Minister of the Department of Mineral Resources and Energy (DMRE), this will be discussed and agreed to by both the Ephraim Mogale Local Municipality and the service provider.

BUILDING INFORMATION	
Energy performance certificate for a buildings where the building plan is NOT available	
1	Energy performance certificate for a building with an estimated gross floor area range of 1 000m^2 – 1 500m^2, where **building plan is NOT available** **2 Ficus Street, Office building,** **Location 24^0 58’ 02.30” S, 29^0 17’ 39.65” E** **±1036m²**
2	Energy performance certificate for a building with an estimated gross floor area range of 1 501m^2 – 2 000m^2, **where building plan is NOT available** **13, 14, 15 & 16 Ficus Street, Office building,** **Location 24^0 58’ 03.10” S, 29^0 17’ 37.82” E** **±1520m²**

5 DURATION OF PROJECT

The duration of the project will be **4 months** from the date of signing the Service Level Agreement with the successful Service Provider.

6 PAYMENT

Payment will be based on the achievement of the deliverables and in line with the approved payment schedule. Ephraim Mogale Local Municipality will not make an upfront payment to a successful Service Provider.

Payment will only be made within 30 days in accordance to the delivery of services that will be agreed upon by both parties and upon receipt of an original invoice.

7 EVALUATION CRITERIA

The Service Provider should take note that the proposal will be evaluated using Price and B-BBEE using an 80/20 point system as outlined in the Preferential Procurement Policy Framework Act (PPPFA).

7.1 The proposal will be evaluated in three phases:

- Minimum criteria, the service provider must be a SANAS-accredited EPC Inspection Body (Phase 1)
- Bidders who fail to meet the minimum threshold will be disqualified and will not be evaluated on price and B-BBEE (Phase 3).

7.2 Certified as Accredited Body

The service provider must be an Accredited Inspection Body for Energy Performance Certificates for Buildings as accredited by the South African National Accreditation System (SANAS) or by a member of the recognition arrangements of the International Laboratory Accreditation Cooperation or the International Accreditation Forum, as is required by the Regulations for The Mandatory Display And Submission of Energy Performance Certificates for Buildings and in accordance with *SANS 1544: 2014 Energy Certificates for Buildings*. The Accreditation Certificate to be provided with tender at time of closing. Schedule 1C must be completed in order to be considered.

FORM N: PRICING SCHEDULE

8.PRICING SCHEDULE

Item No	**Item Description**	**Unit of measure**	**Price per unit (excl VAT)**
1	**Inception report - building plan is NOT available (50% of project value)**		
1.1	**Planning (10% of project value)** • Implementation plan/schedule • Meeting schedule • Develop data collection requirements and templates • Register buildings with SANEDI	Per item	
1.2	**Drawings and metering (40% of project value)** • Measure locations and buildings • Compile accurate floor plans as required • Install metering or recorders as and where necessary	Per item	
		Total carried over to summary.	

Item No	**Item Description**	**Unit of measure**	**Price per unit (excl VAT)**
2	**Energy Performance Certification - building plan is NOT available (30% of project value)**		
2.1	**Data collection (20% of project value)** • Billing analysis • Meter and recorder downloads • Populating data sheets and plans	Per item	
2.2	**Energy performance certificates (10% of project value)** • Issue Certificates • Submit certificates to DMRE and SANEDI • Engage DMRE, SANEDI on any queries and requests • Provide the Municipality with approved certificates	Per item	
		Total carried over to summary	

Item No	**Item Description**	**Unit of measure**	**Price per unit (excl VAT)**
3	**Close out report (20% of project value) – ALL INFORMATION TO BE PROVIDED IN HARD AND SOFT COPY**		
3.1	Project overview report	Per item	
3.2	Recommendations for improving energy performance for the certified buildings.	Per item	
3.3	Term of reference to implement energy efficiency recommendations (DMRE template) – Scope and costing	Per item	
		Total carried over to summary	

SUMMARY

Item No	Item Description	Unit of measure	Price per unit (excl VAT)
1	**INCEPTION REPORT**	Sum	
2	**ENERGY PERFORMANCE CERTIFICATION**	Sum	
3	**CLOSE OUT REPORT**	Sum	
		Sub total	
	Contingencies (15%)		
		Total	
		VAT	
		TOTAL	

8.1 Pricing instructions:

7.2.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.

7.2.2 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 service provider, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.

7.2.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the service provider's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.

7.2.4 All prices shall be tendered in accordance with the units specified in this schedule.

7.2.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.

7.2.6 The successful service provider is required to perform all tasks listed against each item. The service provider must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Service Provider may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**

7.2.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.

7.2.8 Service provider is to price all items in order to be considered for this tender.

8 INFORMATION TO BE PROVIDED WITH TENDER

The following information shall be provided with the Tender:

8.1 Work Programme/Schedule: A written report must be provided wherein bidders should propose the main activities for the implementation of this project indicating: Clear timelines (start-end dates), critical path activities demonstrating that the project can be completed within the stated period.

8.2 Project methodology: A written report must be provided wherein bidders are to indicate the approach (methodology and technical approach) detailing the execution of the project which is consistent with the work programme/schedule. The methodology is to make reference to the scope of works. This must also include contingency planning and management. The key risk factors affecting the project should be described with possible mitigation action.

8.3 Experience of Professionals: A CV is to be provided for each key project team member with a table (Schedule 1A) indicating the number of years of relevant work experience in Building Energy Performance Certificates, Building Energy Audits and/or Building Energy Management & Verification Services, all relevant qualifications and training, and a sample projects relevant to this experience and their role. It is possible for one person to perform more than one of the three key roles of technical manager, quality manager and inspector/energy performance assessor

8.4 Past projects of the company: A table (Schedule 1B) of past projects by the company of a similar nature from within the last 15 years, such as Energy Performance Certificates, Energy Building Audits or Energy Measurement and Verification, including for each project the start and end date, the location, the Ephraim Mogale Local and contact details of the client, a short description of the work undertaken and the rand value of the project.

8.5 Accreditation Certificate indicating service provider is an accredited body for Energy Performance Certificate for Buildings and a completed table (Schedule 1C) with the Ephraim Mogale Local of the company, Ephraim Mogale Local of accreditation body and the accreditation number.

8.6 Company registration certificate and a company profile.

8.7 Schedule 1 A – Team member information

Name of Team Member	**Role in Project Team**	**Qualification(s)**	**Relevant Training**	**Number of years of relevant experience**

8.8 Schedule 1 B – Relevant company experience

Name of Project	Project Duration (start and end date)	Value	Location	Client Details	Short Description

8.9 Schedule 1 C – Company accreditations/registration and memberships not yet mentioned

Company Name	Name of Accreditation Body	Accreditation Number	Date of Issue	Date of Expiry

C4 SITE INFORMATION

4.1 BASIC DESCRIPTION

The Municipality identified two locations were the total building size exceed the 1000m² namely:

4.1.1 Building A: Ephraim Mogale Local Municipality head office in Marble Hall
The "building" consists of separate units functioning as the head office of which some have been linked with walkways

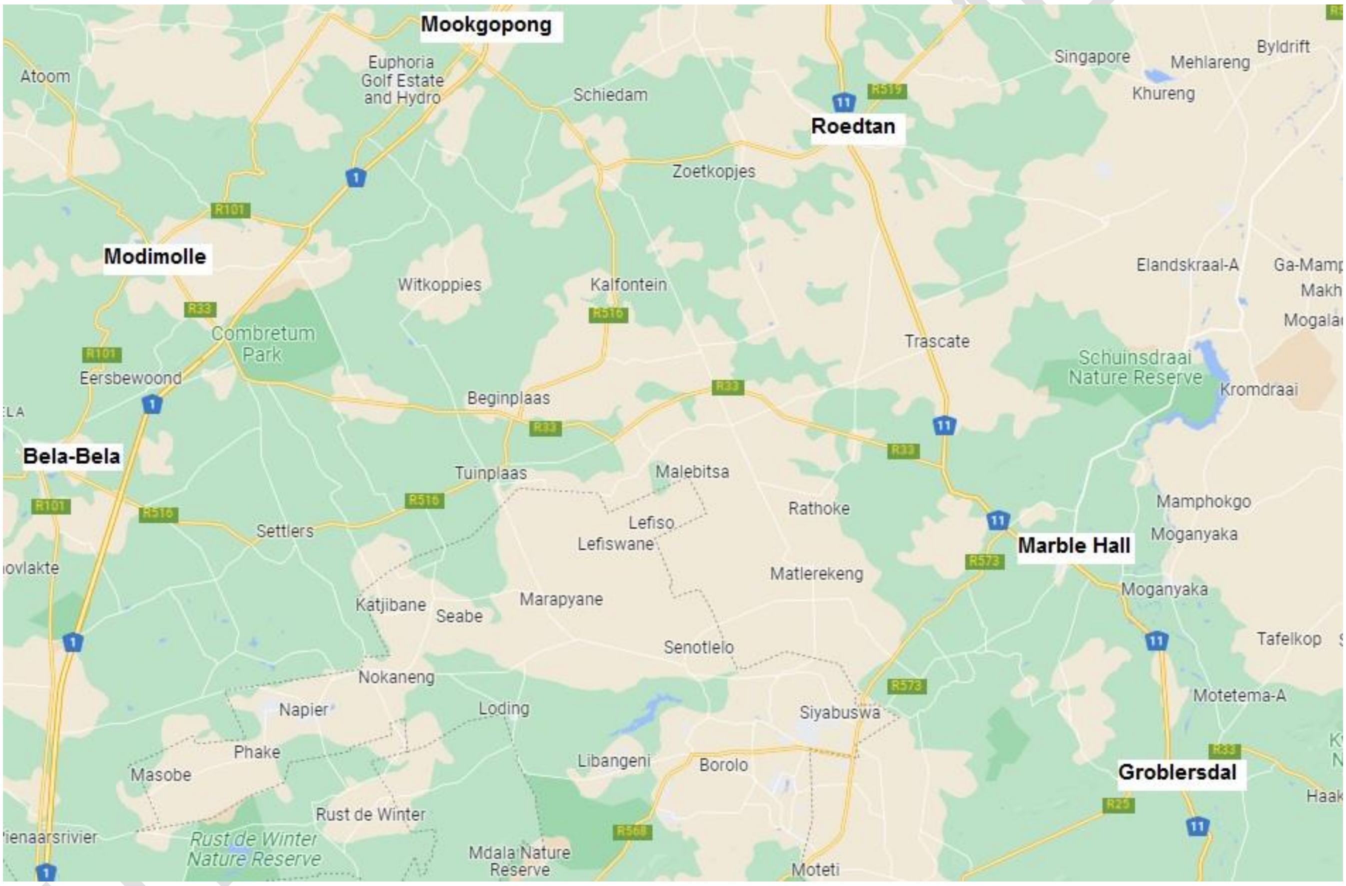
4.1.2 Building B: Ephraim Mogale Local Municipality Finance and Technical building which is a two story building.

4.2 GEOGRAPHICAL LOCATION

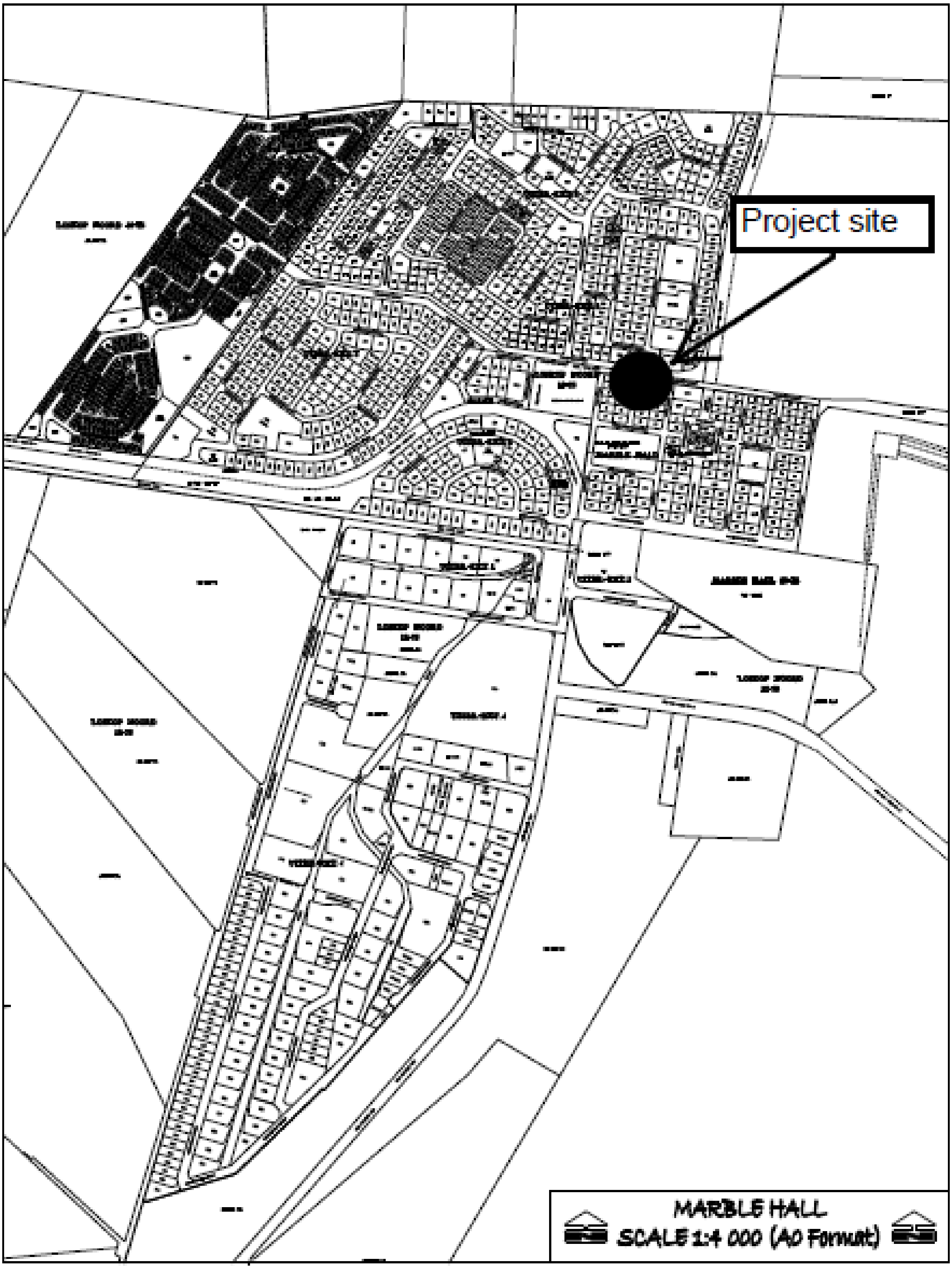
Building A:
The building occupies four stands namely 13,14, 15 and 16 in the Marble Hall CBD. The property is bordering three streets with the main entrance towards Ficus Street and the secondary entrances on Second Avenue and Third Avenue. The centre of the main building is at 24º 58’ 03.37” S, 29º 17’ 38.52” E.

Building B:
The building occupies only one stand which is 2 Ficus street and is situated on the corner of Ficus Street and Second Avenue. It is a double story building with its centre at 24º 58’ 02.50” S, 29º 17’ 34.49” E. The parking area is on stand 1.

4.3 AREA MAP



4.4 SITE MAP



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