



**SITING, DRILLING AND EQUIPMENT OF ONE (1) NEW SOLAR
BOREHOLE AT PHIVA IN NKOMAZI LOCAL MUNICIPALITY**

TENDER NUMBER: EDM/37/2023-24

CIDB GRADING CLASS 2ME OR HIGHER

CLOSING DATE: TUESDAY, 25 JUNE 2024

CLOSING TIME: 12H00

ISSUED BY:

EHLANZENI DISTRICT MUNICIPALITY

8 van Niekerk Street
PO Box 3333
MBOMBELA
1200

Tel: 013 759 8500
Fax 013 755 8539

Email Address: pkhumalo@ehlanzeni.gov.za
Contact Person: Mr. P Khumalo

NAME OF TENDERER:

CSD REG NO.:

CIDB NO.:

TEL NUMBER:

TENDER OFFER:



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



EHLANZENI DISTRICT MUNICIPALITY



SITING, DRILLING AND EQUIPMENT OF ONE (1) NEW SOLAR BOREHOLE AT PHIVA IN NKOMAZI LOCAL MUNICIPALITY

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Contractor

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Employer

Witness 1

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EHLANZENI DISTRICT MUNICIPALITY



SITING, DRILLING AND EQUIPMENT OF ONE (1) NEW SOLAR BOREHOLE AT PHIVA IN NKOMAZI LOCAL MUNICIPALITY

TENDERING PROCEDURES

THE TENDER

Part T1: Tendering Procedures

- T1.1: Tender notice and invitation to tender
- T1.2: Tender Data: Provided by the client
- T1.3: Tender Data: Standard Condition of Tender

Contractor

Witness 1

Witness 2

Employer

Witness 1

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EHLANZENI DISTRICT MUNICIPALITY



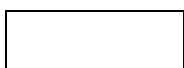
SITING, DRILLING AND EQUIPMENT OF ONE (1) NEW SOLAR BOREHOLE AT PHIVA IN NKOMAZI LOCAL MUNICIPALITY

T1.1 TENDER NOTICE AND INVITATION TO TENDER

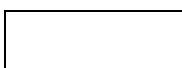
EHLANZENI DISTRICT MUNICIPALITY INVITES BIDS FOR THE ABOVE-MENTIONED TENDER

Ehlanzeni District Municipality hereby invites tenderers for the above-mentioned tender who are capable and experienced in siting, drilling, equipping and commissioning solar boreholes with a CIDB grading 2ME or Higher.

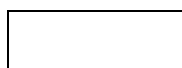
1. Only tenderers who have provided the following mandatory information and documents to be used to evaluate the tenderers responsiveness will be considered for further evaluation on functionality and preference specific goals.
 - 1.1 Only bidders who are registered on the Central Supplier Database (CSD) will be considered and the copy of the CSD report not older than three months.
 - 1.2 Form of offer must be firm, VAT and other tax inclusive and valid at least Ninety (90) days from the closing date.
 - 1.3 No tender shall be considered for the person who are in the service of the state,
 - 1.4 Valid SARS PIN certificate must be attached,
 - 1.5 Attached original Certified copy of company registration documents issued by Companies and Intellectual Property Commission (CIPC) and tenderer must attach shareholder's certificates where applicable.
 - 1.6 Attached original Certified copies of Identity Documents (ID) of all company directors,
 - 1.7 Verifiable copies of Municipal Account/s not older than three months for both the bidder and company directors or lease agreement of proof of residence (PTO) from the relevant traditional authority,
 - 1.8 Proof of registration with CIDB for a grading of 2ME or Higher,
 - 1.9 Attached Certified Valid letter from Department of Employment and Labour - COIDA registration letter,
 - 1.10 Fully completed tender document as issued and signed and submitted on the PDF document that has been issued and reproduced documents will be rejected. All certified copies must not be older than three months.
2. This tender will be evaluated on 80/20 Preference Points system approved Preferential Procurement Policy of the Ehlanzeni District Municipality. The preference points system will be applied as follows: -
 - 2.1 The 80 points will be for price
 - 2.2 The 20 points will be allocated for the specific goals on a proportional or pro rata basis as mentioned below: -



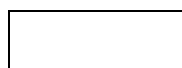
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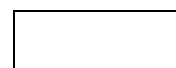
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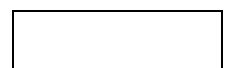
Witness 2



Employer



Witness 1



Witness 2



POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS		
HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
100% black person or people owned enterprise	5,0	➤ A copy of a Full CSD report not older than 3 months
More than 30% woman or women shareholding or owned enterprise	2,5	
more than 30% youth shareholding or owned enterprise	2,5	
More than 30% people living with disability shareholding or owned enterprise	2,5	➤ A copy of a Medical Certificate to confirm disability
POINTS FOR IMPLEMENTING OF RDP PROGRAMMES		
Enterprises regarded as *EMEs located within the Ehlanzeni District Municipality area of jurisdiction	2,5	➤ A copy of a Full CSD report not older than 3 months NB: Points will only be awarded if the CSD physical address is the same as the address for the proof of residence required in 1.7 above.
B-BBEE level 1 contribution	5,0	➤ Certified Valid BBBEE certificate ➤ or Certified Valid EME and SME a Sworn Affidavit ➤ or Certified Valid CIPC issued certificate confirming annual turnover and level of Black Ownership
TOTAL PREFERENCE POINTS TO BE CLAIMED	20,0	

***EME's are Exempted Micro Enterprise with an annual Turnover of R 10.0million or less.**

***All the certified documents as stated must not be older three months.**

Received tenders will be evaluated for responsiveness based on mandatory requirements and on functionality to obtain a minimum of **70 points** out of a possible **100 points** to qualify for further evaluation in line with 80/20 Preference Points System.

Tender Documents can be viewed and downloaded at no cost on Document sharing and collaboration Platform or Portal (NEPTUNE): <http://edmservices.ehlanzeni.gov.za> and National Treasure Portal from **Monday, 10 June 2024**. Further information regarding the download and uploading of the documents will be explained during the compulsory briefing session.

A compulsory briefing session will be held on **Tuesday, 18 June 2024 at 10:00** at Ehlanzeni District Municipality Complex, DMC, 8 Van Niekerk Street, Sonheuwel Central, Mbombela 1201.

Where bids should be submitted - Completed bid and other returnable documents must be submitted only in PDF format on the Document Sharing and Collaboration Platform or Portal: <http://edmservices.ehlanzeni.gov.za> on or before **Tuesday, 25 June 2024 not later than 12H00**.

Tender Documents received by telegram, fax and post will not be considered. Late tenders shall not be accepted.

Enquiry: Contact Person - ADMINISTRATION: Mr SP Khumalo at 013 759 8573 or pkhumalo@ehlanzeni.gov.za
- TECHNICAL SERVICES: Ms DD Magale at 013 759 8690 or dmabena@ehlanzeni.gov.za

Special Conditions:

Ehlanzeni District Municipality reserves the right to appoint for the whole or part of the tender or to cancel the tender

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Employer: **Municipal Manager: Dr N P Mahlalela**
Ehlanzeni District Municipality
P.O. Box 3333
MBOMBELA
1200

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



T1.2 TENDER DATA: PROVIDED BY THE CLIENT

The conditions of tender are the standard conditions of tender as contained in SANS 10845-3 Construction procurement, Part 3: Standard conditions of tender, that apply specifically to this tender.

The Tender Data shall be read with the Standard Conditions of Tender to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under construction.

Clause Number	Data
	The conditions of tender are those contained in the latest edition of SANS 10845-3, Construction Procurement – Part 3: Standard conditions of tender. SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3. Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.
3.1	The Employer is: Ehlanzeni District Municipality
	The tender documents issued by the Employer comprise: Part T1: Tendering Procedures T1.1 Tender notice and invitation to tender T1.2 Tender Data: Provided by the client T1.3 Tender Data: Standard Conditions of Tender Part T2 : Returnable Documents T2.1 List of returnable documents <u>THE CONTRACT</u> Part C1: Agreements and Contract Data C1.1 Form of Offer and Acceptance - Not applicable under this tender C1.2 Contract Data C1.3 Contract specific data provided by the client C1.4 Data provided by the Service Provider Part C2: Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantities

Contractor

Witness 1

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Employer

Witness 1

Witness 2



Clause Number	Data						
	Part C3: Scope of Work C3: Scope of Work Part C4 : Drawings Part C5 : Site information C5.1: Site Information						
3.4	The Employer's Agent is: Not Applicable						
3.5	The language for communications is English.						
3.6	The competitive negotiation procedure shall not be applied.						
4.1	Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated: 1ME Only those tenderers who are registered with the CIDB or are capable of being so registered prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 2ME class of construction work, are eligible to have their tenders evaluated. Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, are not eligible to have their tenders evaluated. For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer lists in the table below the margins it considers reasonable. However, if the sum tendered exceeds the margins shown then such tender shall be deemed non-responsive. <table><tr><th>Category of tender</th><th>Upper limits per CIDB Table 8 Regulation 17</th></tr><tr><td>Grade 2</td><td>R 1,0 m</td></tr><tr><td>Grade 3</td><td>R 3,0 m</td></tr></table> Joint Ventures are eligible to submit bids provided that: ✓ every member of the joint venture is registered with the CIDB; ✓ or the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for grade 2ME or Higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. (If Applicable) b) Key Personnel	Category of tender	Upper limits per CIDB Table 8 Regulation 17	Grade 2	R 1,0 m	Grade 3	R 3,0 m
Category of tender	Upper limits per CIDB Table 8 Regulation 17						
Grade 2	R 1,0 m						
Grade 3	R 3,0 m						

Contractor

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Employer

Witness 1

Witness 2



Clause Number	Data
	For the purpose of this contract, Key Personnel shall refer to: Contracts Manager, Qualified Electrician, and Safety Officer c) National Treasury Central Supplier Database Tenderers who are not registered on the National Treasury Central Supplier Database at close of tender, shall submit a copy of their application of registration, with their tender submission. Tenders received from such tenderers who have not submitted proof of their registration within 21 days after the closing date for tender submissions, will not be considered.
4.6	Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender
4.8	Request clarifications at least 7 working days before the closing time.
4.13	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: Ehlanzeni District Municipality Tender Box, Ground Floor Physical address: 8 Van Niekerk Street, Mbombela 1200 Identification details: EDM/37/2023-24: SITING, DRILLING AND EQUIPMENT OF ONE (1) NEW SOLAR BOREHOLE AT PHIVA IN NKOMAZI LOCAL MUNICIPALITY Tenders can be submitted 24 hours a day from Monday to Friday at the Employer's portal: http://edmservices.ehlanzeni.gov.za
4.13.4	The tenderer is required to submit all certificates as listed in the Returnable Schedule of Tender Compliance
4.13.5	A two-envelope procedure will not be followed.
4.13.6	Bid documents must be submitted only in pdf through sharing and collaborating platform via the portal: http://edmservices.ehlanzeni.gov.za
4.15	The closing time for submission of tender offer is as stated in the Tender Notice and Invitation to Tender.
4.16.1	The tender offer validity period is 90 days .
4.16.2	Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer withdraws his tender. gives notice of his inability to execute the contract in terms of his tender; or fails to comply with a request made in terms of 4.18. or 5.9, such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.

Contractor

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Witness 2

Employer

Witness 1

Witness 2



Clause Number	Data																				
4.18	Any additional information requested under this clause must be provided within 5 (five) working days of date of request.																				
5.1	The employer shall respond to clarifications received up to 7 working days before tender closing time.																				
5.2	The employer shall issue addenda until 5 working days before tender closing time.																				
5.4	The closing time for submission of tender offer is as stated in the Tender Notice and Invitation to Tender.																				
5.7	In the event of disqualification, the Employer may, at its sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to CIDB and National Treasury.																				
5.9	Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive. Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2. The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be considered in the evaluation of tenders.																				
5.11.8	Scoring preferences. This tender will be evaluated in Terms of the 80/20 Preference Points system approved Preferential Procurement Policy of the Ehlanzeni District Municipality. The preference points system will, be applied as follows: - 2.1 The 80 points will be for price 2.2 The 20 points will be allocated for the specific goals on a proportional or pro rata basis as mentioned below: - Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)																				
	<table><tr><th>The specific goals allocated points in terms of this tender</th><th>Number of points allocated (90/10 system) (To be completed by the organ of state)</th><th>Number of points allocated (80/20 system) (To be completed by the organ of state)</th><th>Number of points claimed (90/10 system) (To be completed by the tenderer)</th><th>Number of points claimed (80/20 system) (To be completed by the tenderer)</th></tr><tr><td>100% black person or people owned enterprise</td><td>N/A</td><td>5,0</td><td>N/A</td><td></td></tr><tr><td>More than 30% woman or women shareholding or owned enterprise</td><td>N/A</td><td>2,5</td><td>N/A</td><td></td></tr><tr><td>more than 30% youth shareholding or owned enterprise</td><td>N/A</td><td>2,5</td><td>N/A</td><td></td></tr></table>	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)	100% black person or people owned enterprise	N/A	5,0	N/A		More than 30% woman or women shareholding or owned enterprise	N/A	2,5	N/A		more than 30% youth shareholding or owned enterprise	N/A	2,5	N/A	
	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)																
	100% black person or people owned enterprise	N/A	5,0	N/A																	
	More than 30% woman or women shareholding or owned enterprise	N/A	2,5	N/A																	
more than 30% youth shareholding or owned enterprise	N/A	2,5	N/A																		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause Number	Data				
	More than 30% people living with disability shareholding or owned enterprise	N/A	2,5	N/A	
	Enterprises regarded as *EMEs located within the Ehlanzeni District Municipality area of jurisdiction	N/A	2,5	N/A	
	B-BBEE level 1 contribution	N/A	5,0	N/A	
	Eligibility for preference points will be determined as follows: A tenderer's scorecard shall be a B-BBEE level 1 Verification Certificate issued in accordance with the revised Notice of Clarification published in the Notice 444 of 2015 published in Government Gazette 38799 on 15 May 2015 by the Department of Trade and Industry: and The scorecard shall be submitted as a certificate attached to Returnable Schedule Form D; and The certificate shall: Be an original or an original certified copy of the original; and Have been issued by a Verification Agency accredited by the South African National Accreditation System (SANAS); or Have been issued by a registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA); or Be valid at the tender closing date; and Have a date of issue less than 12 (twelve) months prior to the tender closing date; and Compliance with any other information requested to be attached to Returnable Schedule Form D; and If a tenderer claims a preference score without submitting an acceptable Verification Certificate(s) and/or all of the information in compliance with Returnable Schedule Form D, a period of 1 (one) working day will be granted to submit this information; and Failure to submit a valid Verification Certificate(s) and/o all the information in compliance with Returnable Schedule Form D, will result in the award of 0 (zero) points for preference; and In the event of a Joint Venture (JV), a consolidated B-BBEE Verification Certificate in the name of the JV shall be submitted, as well as a valid B-BBEE Verification Certificate for each member of the JV; and If the tender documents indicate that the tenderer intends sub-contracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, 0 (zero) points for preference will be awarded, unless the intended sub-contractor is an EME that has the capability to execute the sub-contract.				
5.11.9	The quality criteria and maximum score in respect of each of the criteria are as follows:				

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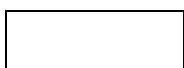
Employer

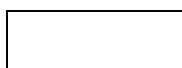
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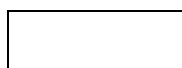
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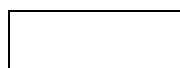


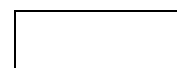
Clause Number	Data		
	DESCRIPTION	FORMS	MAXIMUM POINTS TO BE ALLOCATED
	Proposed Key Personnel	FORM J	50
	Experience of firm in similar or comparable projects	FORM K	30
	Tenderer's credit rating and bank details	FORM L	10
	Plant and Equipment	FORM M	10
	TOTAL		100
	Tender offers will only be considered responsive if the minimum requirement of 70 points out of 100 points is met to qualify for further evaluation on the 80/20 preference point scoring system.		
5.13	In addition to the requirements of the Conditions of Tender, offers will only be accepted if: - the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za) CSD is compulsory for any company to bid. - the tenderer is in good standing with SARS according to the Central Supplier Database; - the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; - the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; - the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; - the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; - the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; - the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.		
5.17	The number of paper copies of the signed contract to be provided by the employer is One.		
5.19	All requests shall be in writing.		

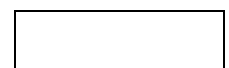

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2



T1.3 TENDER DATA: STANDARD CONDITIONS OF TENDER

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

F.1 General

F.1.1 Actions

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

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organization which employs that employee.

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- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilized to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **Functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a Tenderer.

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

F.1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F.1.5.2 The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, Tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the Tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of Tenderers shall not apply.

F.1.6.2.2 All responsive Tenderers, or not less than three responsive Tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a Tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, Tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

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F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after Tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the Tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive Tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

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F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

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

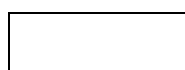
F.2.13 Submitting a tender offer

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

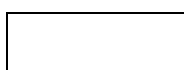
F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

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

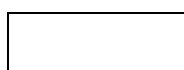
F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for Tenderers proposing to contract



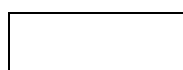
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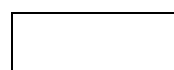
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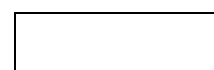
Witness 2



Employer



Witness 1



Witness 2



as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the Tenderer's name and contact address.

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

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

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

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

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

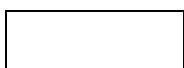
F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

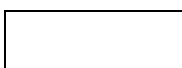
Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in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

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

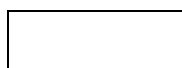
F.2.18 Provide other material



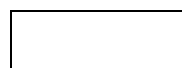
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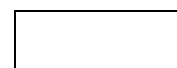
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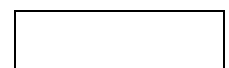
Witness 2



Employer



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- F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the Tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
- F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.
- F.2.19** **Inspections, tests and analysis**
- Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
- F.2.20** **Submit securities, bonds and policies**
- If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
- F.2.21** **Check final draft**
- Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.
- F.2.22** **Return of other tender documents**
- If so, instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.
- F.2.23** **Certificates**
- Include in the tender submission or provide the employer with any certificates as stated in the tender data.
- F.3** **The employer's undertakings**
- F.3.1** **Respond to requests from the Tenderer**
- F.3.1.1** Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents.
- F.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a Tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:
- an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
 - the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
 - in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.
- F.3.2** **Issue Addenda**
- If necessary, issue addenda that may amend or amplify the tender documents to each Tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a Tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all Tenderers who drew documents.
- F.3.3** **Return late tender offers**

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

F.3.5.1 Were stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of Tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each Tenderer whose technical proposal is opened.

F.3.5.2 Evaluate functionality of the technical proposals offered by Tenderers, then advise Tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on B-BBEE status level. Return unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.6 non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

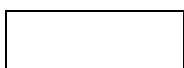
F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

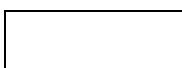
- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

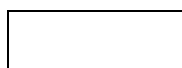
- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the Tenderer's risks and responsibilities under the contract,
- or
- c) affect the competitive position of other Tenderers presenting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



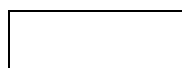
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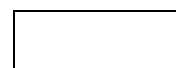
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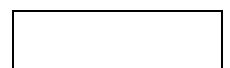
Witness 2



Employer



Witness 1



Witness 2



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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or Tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

F.3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
- d) Consider the rejection of a tender offer if the Tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

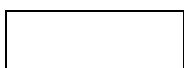
F.3.11.2 Method 1: Financial Offer and Preference

In the case of a price and preference:

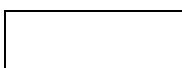
- 1) Score tender evaluation points for price
- 2) Confirm that tenders are eligible for the preference claimed and if so, score tender evaluation points for preference
- 3) Calculate total tender evaluation points
- 4) Rank tender offers from the highest number of tender evaluation points to the lowest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

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

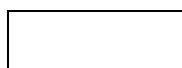
In the case of a Financial Offer, functionality and preference:



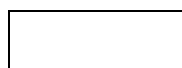
Contractor



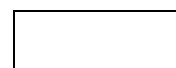
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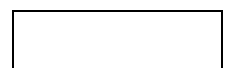
Witness 2



Employer



Witness 1



Witness 2



- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) Score tender evaluation points for financial offer.
- 3) Confirm that tenders are eligible for the preference claimed, and if so, score tender evaluation points for preferencing.
- 4) Calculate total tender evaluation points. Rank tender offers from the highest number of tender evaluation points to the lowest.
- 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract unless there are compelling and justification reasons not to do so.

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

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful Tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F3.19 Transparency in the procurement process

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

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

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

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

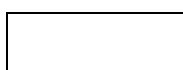
- i) Procurement planning process
- ii) Procurement method and valuation Process
- iii) Contract type
- iv) Contract status
- v) Number of firms tendering
- vi) Cost estimate
- vii) Contract title
- viii) Contract firm(s)
- ix) Contract price
- x) Contract scope of work
- xi) Contract start date and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

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

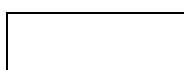
F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

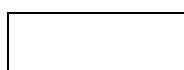
F 3.19.8 Records of such disclosed information must be retained for audit purposes.



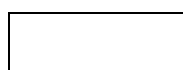
Contractor



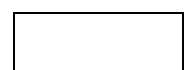
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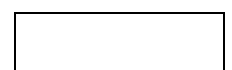
Witness 2



Employer



Witness 1



Witness 2



EHLANZENI DISTRICT MUNICIPALITY



SIGHTING, DRILLING AND EQUIPMENT OF ONE (1) NEW SOLAR BOREHOLE AT PHIVA IN NKOMAZI LOCAL MUNICIPALITY

RETURNABLE DOCUMENTS

- T2.1 Returnable Documents
T2.1 List of returnable documents

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

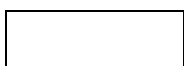


T2.1 LIST OF RETURNABLE

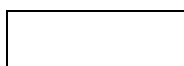
1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract.**
4. The Tenderer must complete the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes.

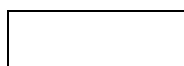
COMPULSORY BID DOCUMENTS	
FROM A	COMPULSORY ENTERPRISE QUESTIONNAIRE
FORM B	DECLARATION OF INTEREST MBD4
FORM C	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 MBD6.1
FORM D	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES MBD8
FORM E	CERTIFICATE OF INDEPENDENT BID DETERMINATION MBD9
FORM F	DECLARATION TENDERER' S LITIGATION HISTORY
FORM G	RECORD OF ADDENDA TO TENDER DOCUMENTS
RETURNABLE FOR EVALUATION PURPOSES	
FORM H	SCHEDULE OF PREVIOUS EXPERIENCE
FORM I	SCHEDULE OF CURRENT PROJECTS
FORM J	PROPOSED KEY PERSONNEL
FORM K	EXPERIENCE OF FIRM IN SIMILAR OR COMPARABLE PROJECTS
FORM L	TENDERER' S CREDIT RATING AND BANK DETAILS
FORM M	PLANT AND EQUIPMENT
FORM N	FUNCTIONALITY SUMMARY POINTS



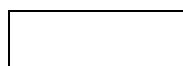
Contractor



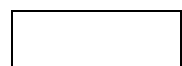
Witness 1



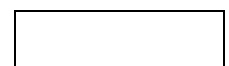
Witness 2



Employer



Witness 1



Witness 2



COMPULSORY TENDER DOCUMENTS

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



**FORM A: COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR
JOINT VENTURE**

In the case of a Joint Venture – Form “A2” needs to be completed

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

Held at _____ (place)

On _____ (date)

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



RESOLVED that:

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the EHLANZENI DISTRICT MUNICIPALITY in respect of the following project:

Bid / Project Number: _____ {insert number}

A. Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

- B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: _____
- C. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the municipality in respect of the project described under item A above.
- D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.
- E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.
- F. The Enterprises choose as the *domicile citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the municipality in respect of the project under item A above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



NO	NAME OF ENTITY	NAME OF REPRESENTATIVE	CAPACITY	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



ATTACH THE FOLLOWING DOCUMENTS HERETO

1. For Closed Corporations

- CK1 or CK2 as applicable (Founding Statement)
- Copies of the Certified IDs of the Directors

2. For Companies

- A copy of the Certificate of Incorporation
- Copies of the ID's of the Directors, and
- the shareholders register

3. For Joint Venture Agreements

- Copy of the Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

4. For Partnership

- Copies of the IDs of the partners

5. One person Business / Sole trader

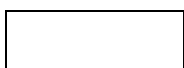
- Copy of Certified ID

6. Details Of Tax Compliance Status from South African Revenue Service

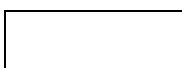
7. Duly Signed and dated copy of Authority of Signatory on company Letterhead

8. B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (original or a copy issued by an approved body/ accredited verification agency as prescribed by the National Treasury and the Department of Trade and Industry)

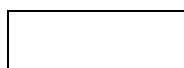
9. Central Supplier Database [CSD] Summary



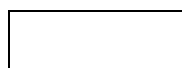
Contractor



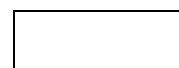
Witness 1



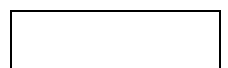
Witness 2



Employer



Witness 1



Witness 2



FORM B: DECLARATION OF INTEREST – (MBD4)

MBD4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of 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**

3.1. Full Name:

3.2. Identity Number:

3.3. Company Registration Number:

3.4. Tax Reference Number:

3.5. VAT Registration Number:

NB: Tick (✓) what is applicable in the box

3.6. Are you presently in the service of the state*

3.6.1. If **YES**, furnish particulars

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

.....

.....

3.7. Have you been in the service of the state
for the past twelve months?

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

.....

.....

3.7.1. If **YES**, furnish particulars.

.....

.....

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

(a) a member of –

(i) any municipal council;

(ii) any provincial legislature; or

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



- (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

3.8. Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

3.8.1. If **YES**, furnish particulars.

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

.....

.....

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

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

3.9.1. If **YES**, furnish particulars.

.....

.....

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

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

3.10.1. If **YES**, furnish particulars.

.....

.....

3.11. Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of state?

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

3.11.1. If **YES**, furnish particulars.

.....

.....

.....

Contractor

.....

Witness 1

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Witness 2

.....

Employer

.....

Witness 1

.....

Witness 2



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

Full Name	Identity Number	State 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

.....
Position

.....
Name of Tenderer

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



FORM C: PREFERENCE POINTS CLAIM FORM (MBD6.1)

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 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

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 Ehlanzeni District Municipality 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 Ehlanzeni District Municipality.

2. DEFINITIONS

(a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

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

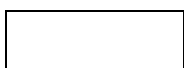
3.2.1. POINTS AWARDED FOR PRICE

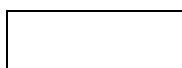
A maximum of 80 or 90 points is allocated for price on the following basis:

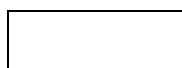
80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

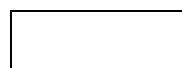
Where

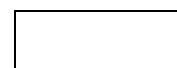
Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

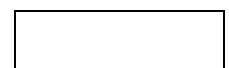

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2



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—
- 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
 - any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% black person or people owned enterprise	N/A	5,0	N/A	
More than 30% woman or women shareholding or owned enterprise	N/A	2,5	N/A	
more than 30% youth shareholding or owned enterprise	N/A	2,5	N/A	
More than 30% people living with disability shareholding or owned enterprise	N/A	2,5	N/A	
Enterprises regarded as *EMEs located within the Ehlanzeni District Municipality area of jurisdiction	N/A	2,5	N/A	
B-BBEE level 1 contribution	N/A	5,0	N/A	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

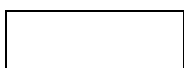
4.5. TYPE OF COMPANY/ FIRM

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

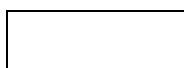
[TICK APPLICABLE BOX]

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:

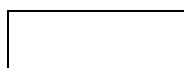
- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor 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.



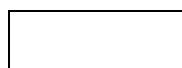
Contractor



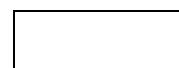
Witness 1



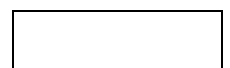
Witness 2



Employer



Witness 1



Witness 2



.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND
CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js367bW

 Contractor	 Witness 1	 Witness 2	 Employer	 Witness 1	 Witness 2
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FORM E: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. 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. Bid rigging is, therefore, an agreement between competitors not to compete.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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 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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or 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

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

--

Witness 2



FORM F: DECLARATION OF TENDERER LITIGATION HISTORY

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

YES

NO

If yes, furnish your details in table below.

NB: It is compulsory for all bidders to sign this form.

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



FORM G: RECORD OF ADDENDA TO TENDER DOCUMENTS

Was there an addendum issued?

YES

NO

If yes, fill or attached the communication that you received.

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

No	Date	Title of Details

An addendum is any communication issued by Ehlanzeni District Municipality after the briefing session

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



RETURNABLE FOR EVALUATION PURPOSE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM H: SCHEDULE OF PREVIOUS EXPERIENCE

The procedure for the evaluation of responsive Bids will be on the average of the **previous maximum of Four projects** where the firm was involved.

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field**
- Experience of contractor on similar size**
- At least two of appointment or completion will be contacted to obtain their input.**

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. **This information is material to the award of the Contract.**

Evaluation shall be based on the similar nature projects executed in the past five years. Only experience from the tendering entity, and not by staff members, shall be considered.

Project Description	Value (R) VAT excluded	Period work executed		Reference		
		Appointment Date	Completion Date	Contact Person	Organisation	Tel no

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM I: SCHEDULE OF CURRENT PROJECTS

Provide the following information on current projects in any **Class of Grade of works.**

This information is material to the award of the Contract.

Description	Value (R) VAT excluded		Expected Completion Date	Reference		
		Appointment Date		Name	Organization	Tel no

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM J: PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel whom he proposes to employ on the project should his Tender be accepted. The Tenderer may use provided space for additional personnel proposed in addition to Project Leader and Technical Support, should they so wish.

Construction Team Key Personnel (50 points)

- Contracts Manager** is required to have a BSc or BTech in Civil / Mechanical Engineering or Natural Science and have at least 5 years' borehole drilling or water related projects construction experience or a National Diploma (NDip.) in Civil / Mechanical Engineering / Natural Science and have at least 7 years' borehole drilling or water related projects construction experience in a contracts manager's role. Points will be allocated on a pro-rata basis from the minimum requirement as indicated below:

Years' Experience	BSc/BTech	5	6	7	8	10
	NDip.	7	8	9	10	12
Points		5	10	15	20	25

- Qualified Electrician** is required to have a National Diploma / N 6 in Electrical Engineering and have 5 -10 years' electrical installation related experience with a minimum of 5 years in water related electrical installation experience, as indicated below:

YEARS EXPERIENCE	5	6	7	8	10
POINTS	6	8	10	12	15

- Safety officer** on permanent/contract basis, with First Aid plus OHS (Construction Regulations) qualification or related qualification with experience in water projects of not less than two (2) years. Points will be allocated on a pro-rata basis for experience between 2 to 6 years, as indicated below:

YEARS EXPERIENCE	2	3	4	5	6
POINTS	2	4	6	8	10

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

RESOURCE ALLOCATION			Max. Points	Points Claimed	Points Allocated
CONTRACTS MANAGER					
Name	Qualifications (<i>attached certified copies</i>)	Similar Project Experience	25		
QUALIFIED ELECTRICIAN					
Name	Qualifications (<i>attached certified copies</i>)	Similar Project Experience	15		
SAFETY OFFICER					
Name	Qualifications (<i>attached certified copies</i>)	Similar Project Experience	10		

*NOTE: Failure to submit information as requested will result in non-allocation of points

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**ATTACH CV'S AND CERTIFIED COPIES OF QUALIFICATIONS OF KEY
PERSONNEL TO THIS PAGE**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM J: COMPANY EXPERIENCE

Provide the name of current/recent contactable references for each similar project (Drilling of boreholes projects) that the bidder has executed in the last five years. The information provided should include:

- Customer
- Company name
- Contact person
- Address
- Phone number
- Contract value
- Duration of contract
- Brief description of the services provided

It must be noted that the experience of the firm carries a maximum of **30 points** as indicated in the table below. If proof of appointment letter and completion certificate is not provided and certified, then the bidder shall obtain zero point on the experience of the firm. **(6 points for Appointment and 4 points for Completion)**

Provide proof of the company's previous completed projects which is in the form certified copies appointment letters and certified completion certificates.

Evaluation will be based on the projects of a similar nature, executed in the past five (5) years. Only experience from the tendering entity, and not by staff members, shall be considered.

Tenderers are required to only attach certified copies of appointment letters and certified copies of completion certificates. Points will be allocated in the following manner;

Evaluation Criteria	Evaluation Criteria	Elimination Factor	Points obtainable	Points Claimed
Company experience in terms of projects completed.	1 Project	No	10	
	2 Projects	No	20	
	3 - 4 Projects	No	30	
Sub-Total			30	
TOTAL			30	

Evaluation shall be based on the similar nature projects executed in the past five years.

*Only experience from the tendering entity, **and not by staff members, not as a sub-contracting shall be considered.***

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM L: TENDER'S BANK RATING AND CREDIT RATING

DETAILS OF TENDERERS BANKING INFORMATION

BANK NAME:										
ACCOUNT NAME: (e.g. ABC Civil Construction cc)										
ACCOUNT TYPE: (e.g. Savings, Cheque etc)										
ACCOUNT NO:										
ADDRESS OF BANK:										
CONTACT PERSON:										
TEL. NO. OF BANK / CONTACT:										
How long has this account been in existence:	<table border="1"><tr><td>0-6 months</td><td></td></tr><tr><td>7-12 months</td><td></td></tr><tr><td>13-24 months</td><td></td></tr><tr><td>More than 24 months</td><td></td></tr></table>	0-6 months		7-12 months		13-24 months		More than 24 months		(Tick which is appropriate)
0-6 months										
7-12 months										
13-24 months										
More than 24 months										
BANK RATING	MAXIMUM CLAIMABLE POINTS	POINTS CLAIMED								
No bank rating	0									
"C" Bank Rating	10									
"B" Bank Rating	10									
"A" Bank Rating	10									
MAXIMUM POINTS OBTAINABLE	10									

The tenderer will receive a maximum of 10-points based on information provided in this schedule.

DETAILS OF TENDERERS BANKING INFORMATION

Notes to tenderer:

1. The tenderer shall attach to this form a copy of the **Letter** from the bank not older than three (3) months confirming the bank account, details and bank rating. **Failure to provide the required letter with the tender submission shall render result in no points being awarded.**
2. Points will be allocated as contained in Form L,
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

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Contractor

--

Witness 1

--

Witness 2

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Employer

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Witness 1

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Witness 2



FORM M: PLANT AND EQUIPMENT

No	TARGETED GOALS	OWN PLANT	LEASED / HIRED PLANT	POINTS CLAIMED	POINTS ALLOCATED
1	1 x LDVS	4	2		
2	1 x Drilling rig	6	3		
	TOTAL POINTS	10	5		

Note: Proof of ownership (Certified copies of vehicle registration documents), the firm's equipment must be attached. Where plant and equipment are to be hired from a third party, a letter/s from the hiring / leasing company must be attached together with proof of ownership of plant and equipment. Failure to do so will result in forfeiting the plant points.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM N: FUNCTIONALITY SUMMARY POINTS

DESCRIPTION	FORMS	MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
Proposed Key Personnel	FORM J	50		
Experience of firm in similar or comparable projects	FORM K	30		
Tenderer's credit rating and bank details	FORM L	10		
Plant and Equipment's	FORM M	10		
TOTAL		100		

Note - A Tenderer must obtain a minimum of 70 points out of the 100 points to be placed on the database.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



EHLANZENI DISTRICT MUNICIPALITY



SITING, DRILLING AND EQUIPMENT OF ONE (1) NEW SOLAR BOREHOLE AT PHIVA IN NKOMAZI LOCAL MUNICIPALITY

THE CONTRACT

THE CONTRACT

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data

Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Bill of quantities

Part C3: Scope of Work

- C3 Scope of Work

Part C4: Site Information

- C4 Site Information

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



EHLANZENI DISTRICT MUNICIPALITY



SITING, DRILLING AND EQUIPMENT OF ONE (1) NEW SOLAR BOREHOLE AT PHIVA IN NKOMAZI LOCAL MUNICIPALITY

AGREEMENTS AND CONTRACT DATA

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



FORM C.1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

SITING, DRILLING AND EQUIPMENT OF ONE (1) NEW SOLAR BOREHOLES AT PHIVA IN NKOMAZI LOCAL MUNICIPALITY

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICE(S) INCLUSIVE OF VALUE ADDED TAX IS/ARE

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

R Rand (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 Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

FOR THE TENDERER:

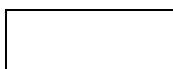
Signature(s) _____

Name(s) _____

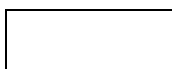
Capacity _____

For the tenderer _____
(Name and address of Organization)

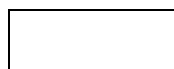
Name & Signature
of Witness _____
Name & Signature _____ Date _____



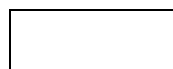
Contractor



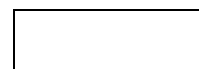
Witness 1



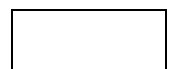
Witness 2



Employer



Witness 1



Witness 2



ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor 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 that is the subject of this Agreement.

The terms of the contract are contained in:

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto 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, which must be duly signed by the authorised representative(s) of both parties.

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 at or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

FOR THE EMPLOYER

Signature _____

Name _____

Capacity _____

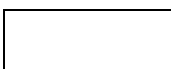
For the Employer **EHLANZENI DISTRICT MUNICIPALITY, No.8 VAN NIEKERK STREET, MBOMBELA,1200**
(Name and address of organization)

Name & Signature
of Witness _____

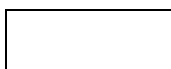
Name & Signature

Date

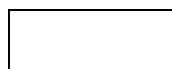
SCHEDULE OF DEVIATIONS



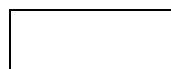
Contractor



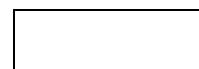
Witness 1



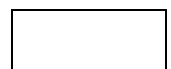
Witness 2



Employer



Witness 1



Witness 2



Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1. **Subject** _____

Details _____

2. **Subject** _____

Details _____

3. **Subject** _____

Details _____

4. **Subject** _____

Details _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____

(Name and address of organization)

Name & Signature
of Witness :

Name & Signature

Date

FOR THE EMPLOYER

Signature _____

Name _____

Capacity _____

For the Employer:

Ehlanzeni District Municipality

No. 8 Van Niekerk Street

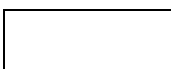
MBOMBELA

1200

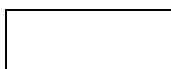
Name & Signature
of Witness :

Name & Signature

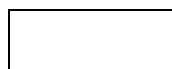
Date



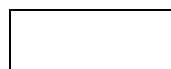
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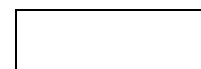
Witness 1



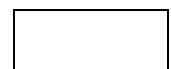
Witness 2



Employer



Witness 1



Witness 2



C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

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

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

Clause	Description
1.1.1.13	The Defects Liability Period is 06 months
1.1.1.14	The time for achieving Practical Completion is 12 weeks
1.1.1.15	The Name of the Employer is the Ehlanzeni District Municipality .
1.1.1.16	The Name of the Employer's Agent is (Not applicable for under this contract - Database establishment).
1.1.1.24	The practical completion is achieved when the works has reached the state of readiness - commissioned
1.1.1.25	The price strategy is a " Re-measurable Contract "
1.2.1.2	The Employer's address for receipt of communications is: Dr NP Mahlalela Municipal Manager Physical address: 8 Van Niekerk Street MBOMBELA 1200 Postal address: PO Box 3333 MBOMBELA 1200 Telephone: 013 759 8500 Fax: 013 755 3157 E-mail: pkhumalo@ehlanzeni.gov.za
	PROJECT DESCRIPTION: EDM/37/2023-24: -SITING, DRILLING AND EQUIPPING ONE (1) NEW SOLAR BOREHOLE AT PHIVA IN NKOMAZI LOCAL MUNICIPALITY
4.3.3	Add the following at the end of sub clause 4.3.2: The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act: (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.

Contractor

Witness 1

Witness 2

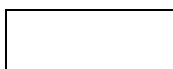
Employer

Witness 1

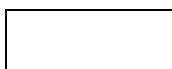
Witness 2



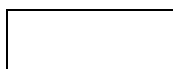
Clause	Description
	(iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor. (v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge. The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act: (vi) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 6(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within seven (7) days after acceptance of the bid. and shall be implemented and maintained from the Commencement of the Works. (vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified." The Employer and Contractor agree that the Contractor will comply with the provisions of "The Mine Health and Safety Act, (Act 29 of 1996) as amended by the Mine Health and Safety Amendment Act (Act 72 of 1997). The following arrangements and procedures will apply: (i) The Contractor shall himself obtain the Mining Authorisation for the sites. (ii) Contractor shall assume responsibility for the Environmental Management Programmes (EMP) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the Contract. (iii) The Contractor shall comply with the provisions of the Act and the requirements of the Director: Mineral Development of the Department of Minerals and Energy in making the necessary financial provisions to mine optimally and safely and to rehabilitate the surface of the land concerned satisfactory and to carry out the EMP. All costs incurred in providing a guarantee or other financial provision shall be borne by the Contractor.



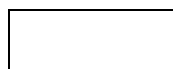
Contractor



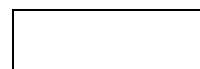
Witness 1



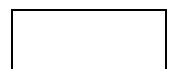
Witness 2



Employer



Witness 1



Witness 2



Clause	Description
	(iv) This Agreement shall hold good from the date on which the Mining Authorisation is issued until the date on which a Closure Certificate is issued in terms of the Minerals Act, 1991. (v) Nothing in this Agreement shall exonerate the Contractor from compliance with any requirements of the Employer's Agent regarding the rehabilitation of sites prior to the issue of a Final Approval Certificate in terms of clause 5.16.2 of the General Conditions of Contract (2010). (vi) The Contractor shall undertake all the duties and accept all the responsibilities of the owner in compliance with the requirements of the Act as amended. (vii) The Contractor accepts responsibility for compliance with the Act, as amended, by all his sub-contractors whether or not selected and/or approved by the Employer. <i>The Employer and Contractor agree that the Contractor will comply with the requirements of Regulation 27(2) of the Disaster Management Act, 2002 because of the COVID-19 Pandemic.</i> (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. (ii) The Contractor undertakes that all relevant duties, obligations, and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor. (v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge."
5.3.1	The documentation required within 14 days of commencement of Works start are: (i) Letter of Good standing with Compensation Commissioner - COIDA (ii) Initial programme (iii) All risk Insurance
5.8.1	The non-working days are public holidays and Sundays. The special non-working days are: What is commonly referred to "Builders break" in the build environment from mid-December to the second Monday of January every year.
5.13.1	The penalty for failing to complete on time is R 500.00 per calendar day
5.16.3	The latent defect period is 1 year after date of completion

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Description
6.10.3	The limit of Retention money is 10% 5% is to be released after the Certificate of completion has been issued and final 5% will be released after Final Completion certificate and defects liability period
8.6.1.2	A coupon policy for Special Risks Insurance issued by the South African Special Risks Insurances Association is required.
10.5.2	Dispute resolution shall be ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is one .
10.7.1	The determination of disputes shall be by arbitration .
Special Clause	The Contractor's CIDB grading must remain active at the same of higher level as at time of appointment. Should the grading be suspended, downgraded and or expire, the Contractor will only be allowed 21 days to remedy such and failure could result in termination of the Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C.2.1 PRICING INSTRUCTIONS

1. All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
2. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
3. The total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.
4. The Schedule of Activities and the Bills of Quantities comprises items covering the service provider's profit and costs of general liabilities and includes costs of all services.
5. **All rates and amounts must be completed by hand in black Ink.**
6. The schedule items covering the service provider's profit or general liabilities and the construction of temporary and permanent risk.
7. Although the tenderer is at liberty to insert a rate at his own choice for each item in the schedule, his attention is drawn to the fact that the employer has the right, under various circumstances, to payment for additional work carried out and that the engineer is obliged to base his assessment and the payment to be paid for such additional work on the rates inserted in the schedule by the tenderer.
8. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to be the employer for the work described under several items. The prices shall be exclusive of Value Added Tax (VAT). Such prices shall cover all costs and expenses that may be required in and for the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the document on which the tender is based.
9. In the event of the tenderer failing to price any item it will be construed that the tenderer has made adequate allowance under other items for all labour, material and costs required, for the exclusion, not only for the quantum of work covered by the unpriced item, but also for any increase in the said quantum which may have to be undertaken during the course of the contract.
10. For the purposes of this Schedule of Activities and Bills of Quantities, the following words shall have the meanings hereby assigned to them:
 - a) Unit: The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.
 - b) Quantity (Qty): The number of units of work/service provision for each item.
 - c) Rate: The payment per unit of work/provision of services at which the Tenderer Tenders to do the work.
 - d) Amount: The quantity of an item multiplied by the Tendered rate of the (same) item.
 - e) Sum: An amount Tendered for an item, the extent of which is described in the schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C.2.2 BILL OF QUANTITIES

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

PROJECT DESCRIPTION		SITING, DRILLING AND EQUIPMENT OF ONE (1) NEW SOLAR BOREHOLE AT PHIVA IN NKOMAZI LOCAL MUNICIPALITY			
PROPOSED TIME FRAME		12 Weeks			
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.	SECTION 1: PRELIMINARY AND GENERAL				
1.1	Time Related: Plant, Supervision, Company and head office overhead costs Including Other time-related obligations	Sum	1		
1.2	Fixed Charge: Site Establishment and Access Borehole 1	Sum	1		
1.3	All work to ensure compliance with the provisions of the OSH Act 85 of 1993 and Regulations R1010 as published in Government Gazette on 18 July 2003. This item shall include all costs to provide a safety plan including the mentoring thereof, auditing thereof and reporting to the Client, on a regular basis.	Sum	1		
1.4	Registration of borehole at DWS and IUCMA	Sum	1		
1.5	Commissioning, Handover and Training: Training session (½ day) for Local Municipal officials and community members regarding borehole operation, theft and vandalism reporting and awareness. Include colour printed basic instruction chart instruction x 5 copies. Include meal and refreshments for 5 people per borehole site.	Sum	1		
			TOTAL SECTION 1		
2.	SECTION 2: DRILLING OF BOREHOLE (INCLUDE SOIL TYPES CONSOLIDATED, UNCONSOLIDATED, IGNEOUS, METAMORPHIC AND FRACTURED CARBONATE ROCKS)				
2.1	165 mm diameter - 6.5"	m	240		
			TOTAL SECTION 2		
3.	SECTION 3: STEEL CASING 4MM WALL THICKNESS				
3.1	Installation of casing ND165mm Wall thickness 4,5mm	m	100		



3.2	Installation of casing ND177mm Wall thickness 4,5mm	m	Rate Only		Rate Only
3.3	Casing Shoes to fit 165mm	No.	1		
			TOTAL SECTION 3		
4.	SECTION 4: REAMING OF BOREHOLES				
4.1	219mm diameter	m	50		
4.2	254mm diameter	m	Rate Only		Rate Only
			TOTAL SECTION 4		
5.	SECTION 5: DRILLING MATERIALS & SERVICES				
5.1	Plugging of unsuccessful borehole	p/bh	1		1
			TOTAL SECTION 5		
6	SECTION 6: BOREHOLE PUMP EQUIPMENT INSTALLATION SUITABLE FOR SOLAR ENERGIZING Inclusive of all Fittings, consumables and <u>compliance certificate by qualified electrician.</u> All above ground pipes and fittings from borehole top to outside of borehole house to be 50mm Galvanized steel with flanged connections and bends. Include 3 x Printed copies of Pump Warrantee or guarantee and operating Manuals				
6.1.1	1.5kW 400V pump (Complete with control electrical panel and components, solar power control switch, timers, pressure switch etc. mounted inside Borehole House)	No.	1		
6.1.2	2.2kW 400V pump (Complete with control electrical panel and components, solar power control switch, timers, pressure switch etc. mounted inside Borehole House)	No.	Rate Only		Rate Only
6.1.3	5.5kW 400V pump (Complete with control electrical panel and components, solar power control switch, timers, pressure switch etc. mounted inside Borehole House)	No.	Rate Only		Rate Only
6.2	4-core SABS submersible green cable inside borehole to top (Complete with consumables)	m	120		
6.3	4 core ECC cable from meter box to borehole top top, from borehole top to Control Panel and from Control Panel to Solar Panel (Complete with consumables)	m	60		
6.4	Safety rope	m	120		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



6.5	50mmØ Double door non-Return valve	No	1		
6.6	50mmØ Variant 050LW25 air valve or similar approved, T16 flanged	No	1		
6.7	Water Filter and Chlorination (per BH) all-inclusive dosing pump, electricity supply installation and testing (Include Supply of 3 Months Chemicals)	No	1		
6.8	Supply, Bed, Lay, Test, Disinfect and Commission 50mm HDPE pipeline from borehole to Elevated tank, from Elevated tank to communal stand tap.				
6.8.1	Install 50mm HDPE pipe complete with couplings, fittings connecting from borehole to elevated tank with ball valve, from elevated tank to communal stand tap.	m	250		
			TOTAL SECTION 6		
7	SECTION 7.: BOREHOLE HOUSING				
7.1	Earthworks 5m x 5m area, 150 mm deep topsoil strip, level compact in-situ material to 98% Mod AASHTO for Slab on ground Foundation for precast concrete borehole house	No.	Rate Only		
7.2	Borehole house floor slab 75mm x 4m x 4m 25Mpa concrete – include nominal steel mesh	No.	Rate Only		
7.3	Concrete collar/block inside borehole house with base plate and anchor bolts	No.	1		
7.4	Complete delivered and installed precast concrete 3m x 3m pump house. Walls and roof to be 100mm with re-enforced steel. Include lockable steel door and louvres. Include manhole on top of the roof with holes for the block and tackle. (CJC Precast or Makarios Type or Similar Approved- Typical Photos attached C.4.3)	No.	Rate Only		
7.5	Fencing (Galvanized diamond razor wire fence, 2 m high complete with corner poles and stays and secured with 15MPa concrete and pedestrian gate and a padlock)	m	40		
7.6	Aluminium borehole information plate 150mm x 300mm (as per borehole test and registration) mounted outside of borehole house against door	No.	1		
7.7	Concrete manhole ring for borehole top with special lockable lid with special spanner - attached photo C4.5	No.	1		
7.8	Concrete Base for borehole housing - concrete base minimum of 750mm diameter *150mm thick	No.	1		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



			TOTAL SECTION 7		
8	SECTION 9: ELEVATED STAND, STORAGE AND COMMUNAL TAPS				
8.1	Supply and install 10 KL Jojo tank or Similar approved on tank stand in 8.2 below	No.	1		
8.2	Supply and install steel tank stand for 10 000L tank @3.5m high above ground including concrete foundations (specifications attached C.4.1)	No.	1		
8.3	Mechanical Level Control valve for 10 000L water tank include pressure switch on pump control.	No.	1		
8.4	Double Communal Standpipes with (2mx2mx150mm) concrete apron – Riser pipe encased in concrete with PVC Slive (see typical photos attached C.4.2)	No.	2		
			TOTAL SECTION 8		
9	SECTION 10: WATER QUALITY TESTING (2 SAMPLES PER BH FOR CHEMICAL AND BACTERIOLOGICAL AND YIELD TEST AND ANALYSIS)				
9.1	Desktop groundwater potential investigation for new boreholes by Geo-hydrologist				
9.1.1	Borehole 1	No	1		
9.2	Borehole Yield analysis (Step test) and report	No	1		
9.3	Water chemical and bacteriological test quality tests include pH, electrical conductivity, turbidity, nitrates, total coliform count, ecoli, iron Fe and Manganese	No	1		
			TOTAL SECTION 9		
10	SECTION 11: PROVISIONAL SUM FOR SOLAR ENERGIZING				
10.1	Energize one borehole using Solar Panel Power Supply System inclusive of all mountings, frames/supports, poles. Include with theft proving solution. (Direct Solar supply only - no battery/inverter system required)	Pc Sum	R60 000.00	R60 000.00	R60 000.00
10.2	Profit Mark -up on item 10.1	%	R60 000.00		
			TOTAL SECTION 10		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SUMMARY	
SECTIONS	Total (Excluding VAT)
Section 1	
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	
Section 7	
Section 8	
Section 9	
Section 10	
Sub TOTAL A	R
ADD 10% contingencies	R
Sub TOTAL B	R
Add 15% VAT	R
TOTAL IMPLEMENTATION COST	R

I, the undersigned, do hereby declare that the above is a properly priced Activity Schedule forming part of this Contract Document upon which my/ our tender for TENDER No EDM/37/2023-24: SITING, DRILLING AND EQUIPMENT OF ONE (1) NEW SOLAR BOREHOLE AT PHIVA IN NKOMAZI LOCAL MUNICIPALITY has been based.

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



EHLANZENI DISTRICT MUNICIPALITY

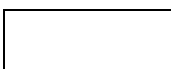


SITING, DRILLING AND EQUIPMENT OF ONE (1) NEW SOLAR BOREHOLE AT PHIVA IN NKOMAZI LOCAL MUNICIPALITY

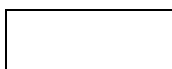
SCOPE OF WORK

Part C3: Scope of Work

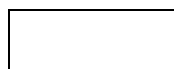
C3 Scope of Work



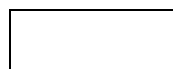
Contractor



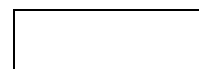
Witness 1



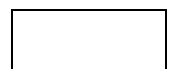
Witness 2



Employer



Witness 1



Witness 2



C3.1. SCOPE

The scope of work envisaged can briefly be defined as follows:

Ward No.	Village	Type of Energy	No. of BH	Proposed Scope of Works
10	Phiva	Solar panel	01	✓ Conduct Geophysical Investigation ✓ Drilling ✓ Test water yield and water quality. ✓ Install submersible pump and solar panels for energization, ✓ Install borehole pump house and diamond wire fence per borehole. ✓ Install 10 kl Jojo tank on a 3,5m high steel tank per borehole. ✓ Commission and hand over

NB:

- 1. The Geophysical Investigation must be conducted by a registered Geologist.***
- 2. Water quality tests must be conducted by an accredited laboratory.***

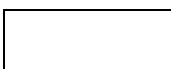


EHLANZENI DISTRICT MUNICIPALITY

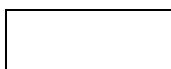


SITING, DRILLING AND EQUIPMENT OF ONE (1) NEW SOLAR BOREHOLES AT PHIVA IN NKOMAZI LOCAL MUNICIPALITY

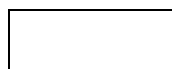
C4 DRAWINGS



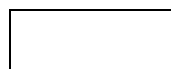
Contractor



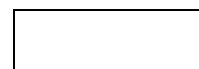
Witness 1



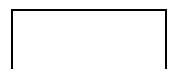
Witness 2



Employer



Witness 1



Witness 2

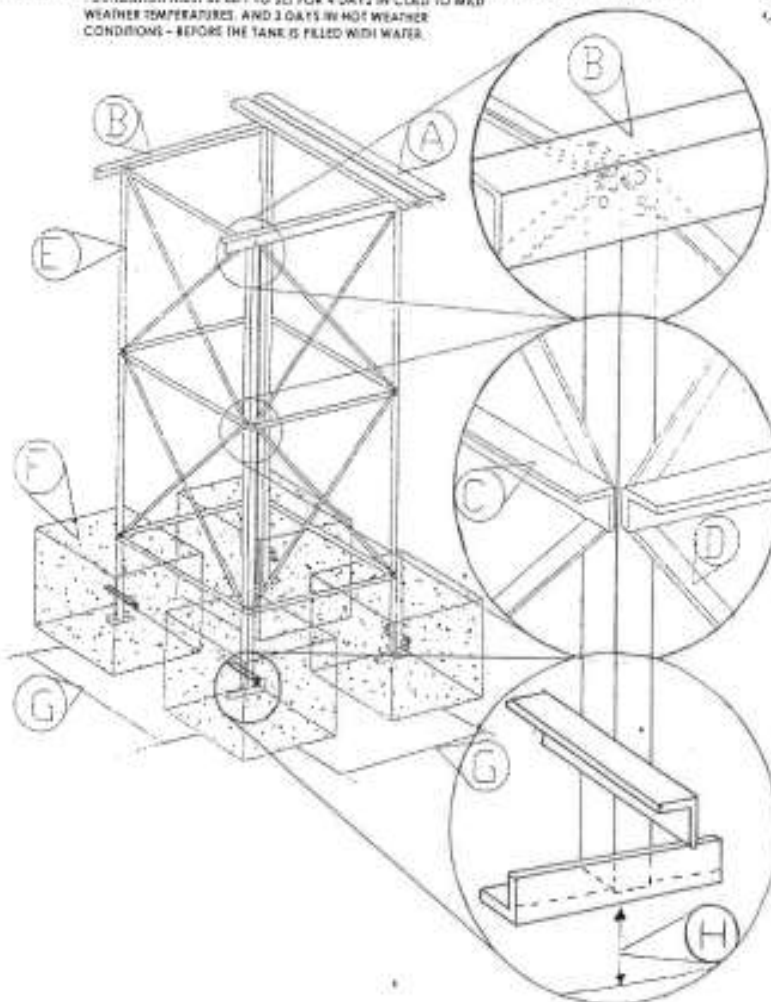


C.4.1 JOJO STAND

Jalo Tanks (Pty) Ltd					
TEL: (013) 262 3021 FAX: (013) 262 2462 P O BOX 320 GROBLERSDAL 0470					
STAND: 10 000Lt			STAANDER: 10 000Lt		
COMPONENTS: 10 000Lt Stand	1.5m	3m	4.5m	6m	
A. Platform Lip channel 125 X 50 X 20 X 2	12	12	12	12	
B. Carrier Beams 125 X 75 X 10	2	2	2	2	
C. Horizontal Angle iron 40 X 40 X 5	6	10	14	18	
D. Cross Flat bar 30 X 5	8	16	24	32	
E. Legs. Angle iron 60 X 60 X 6	4	4	4	4	
F. Foundation 1000 X 1000 X 1000 X 4 **					
G. Distance between legs 1 600mm					
H. Distance between horizontal Angle iron and bottom of hole 300mm					
I. Bolts M 12 X 35	48	60	72	84	

FOUNDATION MUST BE LEFT TO SET FOR 4 DAYS IN COLD TO MILD- AND 3 DAYS IN
HOT WEATHER CONDITIONS BEFORE THE TANK IS FILLED WITH WATER

WEATHER TEMPERATURES, AND 3 DAYS IN HOT WEATHER
CONDITIONS - BEFORE THE TANK IS FILLED WITH WATER.





C.4.2 EXAMPLE OF COMMUNAL STANDPIPE



C.4.3 TYPICAL EXAMPLE OF CONCRETE MANHOLE AND LOCKABLE LID



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C.4.4 TYPICAL EXAMPLE OF PRECAST BOREHOLE HOUSE



- Cast with 25 MPa strength concrete
- INCLUDING steel SAFE DOORS AND LOCKS
- The pump house also to give safe access to the borehole via a manhole on top of the roof with holes for the block and tackle.
- The thickness of the walls and roof to be at least 100cm with re-enforced steel



C5 SITE LOCATION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2