

HARRY GWALA DISTRICT MUNICIPALITY



WATER AND WASTEWATER QUALITY SAMPLING.

APPOINTMENT OF QUALIFIED AND EXPERIENCED SERVICE PROVIDER FOR WATER QUALITY SAMPLING FOR PERIOD OF 36 MONTHS

CONTRACT No. HGDM 686/HGDM/2020

COMPILED BY: WATER SERVICES DEPARTMENT

ON BEHALF OF:

Harry Gwala District Municipality
Private Bag X 501
IXOPO
3276

Tel N°:
Fax N°:
Email: GqibaD@harrygwaladm.gov.za

Tel N°: +27 39 834 8700
Fax N°: +27 39 834 2259

NAME OF TENDERER	
ADDRESS OF TENDERER	
TELEPHONE	
FAX	
TENDER SUM	

TENDER CLOSING DATE: 30 APRIL 2020

TENDER DOCUMENT CHECKLIST

Tenderers must complete this document checklist to ensure that all information is completed in the Tender Document.

ITEMS	CHECKED Tenderer
1) Correct Tender Offer Amount carried forward to Cover Page and Form of Offer on Section C.1.....	<input type="checkbox"/>
2) All pages requiring signatures signed by the Tenderer	<input type="checkbox"/>
3) Bill of Quantities	
i) Completed in BLACK INK only	<input type="checkbox"/>
ii) Corrections crossed out and initialled.....	<input type="checkbox"/>
4) Submission of All Returnable Documents and Schedules	
A Authority for Signatory.....	<input type="checkbox"/>
B MBD Forms.....	<input type="checkbox"/>
C Schedule of work carried out by Tenderer.....	<input type="checkbox"/>
D Amendments, Qualifications and Alternatives.....	<input type="checkbox"/>
E Tax Clearance Certificate.....	<input type="checkbox"/>
F Compulsory Enterprise Questionnaire.....	<input type="checkbox"/>
G BBBEE Certificate.....	<input type="checkbox"/>
H Key Personnel	<input type="checkbox"/>
I Contractor's Health and Safety Declaration.....	<input type="checkbox"/>
5) J Data to be provided by Tenderer.....	<input type="checkbox"/>

WATER AND WASTEWATER QUALITY SAMPLING

CONTRACT N^o HGDM 686/HGDM/2020

**THE SCOPE OF WORKS ENTAILS THE TAKING OF WATER AND WASTE WATER SAMPLES AT
 PREDETERMINED SAMPLING POINTS WITHIN THE HARRY GWALA DISTRICT SITES AND
 TRANSPORTING THE SAMPLES TO AN ACCREDITED LABORATORY FOR ANALYSIS AS AND
 WHEN REQUIRED BY THE MUNICIPALITY FOR THE PERIOD OF 36 MONHTS.**

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T2.1	Returnable Documents and Schedules	Yellow	RD 1
T2.2	List of Returnable Documents and Schedules	Yellow	RD 2 to RD 46
PART C1: AGREEMENTS AND CONTRACT DATA			C 1 to C 20
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C1.4	Disclosure Statement	Yellow	C 15
C1.5	Agreement in terms of the Occupational Health and Safety Act No. 85 of 1993	Yellow	C 16
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PART T1: TENDERING PROCEDURES

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T1.1:Tender Notice and Invitation to Tender



ADVERTISEMENT

INVITATION TO BID

WATER AND WASTEWATER QUALITY SAMPLING

CONTRACT NO.HGDM686/HGDM/2020

Harry Gwala District Municipality hereby requests proposals from suitably experienced Service Providers for water and wastewater quality sampling on behalf of the municipality for a period of 36 months. Service providers are required to comply with normal business ethics.

Invalid or non-submission of the following documents will lead to immediate disqualification of the tender:

- Valid tax clearance certificate or SARS pin
- Company Profile
- Central Supplier Database registration

The following conditions will apply:

- Prices quoted must be firm and must be inclusive of VAT(if applicable)
- All bids submitted shall be valid for 90 days after the tender closing date
- A signed MBD4 form must be submitted with all Bids (available on our website and reception)
- A certified or original valid B-BBEE status level verification certificate or an original sworn affidavit must be submitted to claim preference points.
- 80/20 Preference points system will be used in Evaluation.
- Your company must be registered on municipal database

DOCUMENTS

Bid documents will be available from **26 March 2020** between 08:00 to 16:00 from Finance Department (40 Main Street Ixopo) upon a non-refundable fee of R300 will be charged per document.

COMPULSORY BRIEFING MEETING

A compulsory briefing session will be held on **01 April 2020** at the Municipal Boardroom at 10H30.

CLOSING DATE

The closing date for the bidders is **on 24 April 2020 at 12h00**. Bids must be enclosed in **SEALED ENVELOPES** and clearly labelled with the name of the project on the outside of the envelopes addressed to **The Municipal Manager**.

Bids must be deposited in the Bid Box at the reception area of Harry Gwala District Municipal, 40 Main Street, Ixopo, before the closing date and time. Telegraphic, telexed or faxed bids will not be considered and late bids will not be accepted.

Harry Gwala District Municipality does not bind itself to accept the lowest or any Bid and reserves the right to accept the whole or any part of the Bid.

BID ENQUIRIES

All tender enquiries and all other matters shall be directed to **Mr. D Gqiba** on 039 834 3939 during working hours

Mrs A.N. Dlamini

Municipal Manager

T1.2: Tender Data

The Conditions Of Tender are the Standard Conditions of Tender as contained in Annex F of the legislated Standard Conditions of Tender as published in Board Notice 62 of 2004 in Government Gazette 2647 of 9 June 2004 and amended by:

1. Board Notice 67 of 2005 in Government Gazette No 27831 of 22 July 2005;
2. Board Notice 99 of 2005 in Government Gazette No 28127 of 14 October 2005;
3. Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006;
4. Board Notice 8 of 2008 in Government Gazette No 30692 of 1 February 2008; and
5. Board Notice 12 of 2009 in Government Gazette No. 31823 of 30 January 2009.
6. Board Notice 136 of 2015 in Government Gazette No. 10684 of 20 January 2017.

are for ease of reference included herein in their entirety. In case of any discrepancies, the gazetted version takes precedence.

The standard conditions of tender are included separately after the Tender Data

Each item of data given below is cross-referenced to the Clause in the Standard Conditions of Tender to which it mainly applies.

Clause Number	Description
F.1.1	The Employer is Harry Gwala District Municipality
F.1.2	<p>The tender documents issued by the employer comprise the following:</p> <p>T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data T2.1 List of Returnable Documents T2.2 Returnable Schedules</p> <p>Part 1: Agreements And Contract Data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Adjudicator's Contract</p> <p>Part 2: Pricing data C2.1 Pricing instructions C2.2 Activity schedules / Bills of Quantities</p> <p>Part 3: Scope of work C3 Scope of work</p>

Clause No.	Description
F.1.4	<p>The Employer's Agent's (also referred to as the Engineer) details are as follows:</p> <p>Name: Water Services Department Address: Harry Gwala District Municipality Ixopo, Chapel Street</p> <p>Tel N^o: +27 39 834 8700 Fax N^o: +27 39 834 2259</p> <p>Contact Person Mr D Gqiba Email: GqibaD@harrygwaladm.gov.za</p>
F.2.1	<p>The following tenders that are the water quality samplers are eligible to submit tenders.</p> <p>a) No contractor grading designation is required. b) Emerging enterprises who satisfy the following criteria will be considered:</p> <ul style="list-style-type: none"> • They can demonstrate they have the financial resources to undertake the work being tendered for • They have priced documents fairly and can demonstrate the basis of pricing of items. • They can demonstrate that they have experienced personnel to manage the work being tendered for. <p>c) Joint ventures are eligible to submit tenders provided that:</p>
F2.7	<p>The arrangements for a compulsory briefing meeting are:</p> <p>Location <u>Municipal Boardroom</u> Date <u>01 April 2020</u> Starting Time <u>10h30</u></p> <p>Tenderers must sign the Attendance Register in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the Attendance Register.</p>
F2.12	<p>If a tenderer wishes to submit an alternative offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept the full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>

F.2.13.5 F2.15.1	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as follows: Location of Tender Box: Foyer of Harry Gwala District Municipality Offices Physical Address: 40 Main Street, IXOPO Tender Documents Endorsed: Contract HGDM 608/HGDM/2019
F.2.13 F.3.5	A two-envelope procedure will not be followed.
F.2.15	The closing time for submission of tender offers is 12h00 on 24 April 2020.
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be acceptable.
F.2.16	The tender offer validity period is thirteen (13) weeks (90 days) from the tender closing date
F.2.23	The tenderer is required to submit with his tender: <ol style="list-style-type: none"> 1) Copies of company registration documents. 2) an original valid Tax Clearance issued by the South African Revenue Services. 3) Copies of ID documents of Shareholders/Members/Directors of the business enterprises. 4) Copy of Letter of Good Standing from the Department of Labour; 5) JV Agreement (if applicable); 6) Occupational Health and Safety Plan (OHS) 7) Proof of Preference Points Claimed (BBEEE Certificate).
F.3.4	The time and location for opening of the tender offers are: Time: 12h00 Date: 24 April 2020 Location: Tender Box, Foyer of Harry Gwala District Municipality Offices, 40 Main Street, IXOPO, 3276

F.3.11	<p>The procedure for the evaluation of responsive tenders is Method 2 with the 80/20 Preference Point System. Tenderes will be scored for quality first and only those tenders that meet the specified minimum total score for quality will be considered further. These tenders will then be evaluated on the basis of the 80/20 Preference Points System.</p> <p>Method 2: Financial Offer, Quality and Preferences</p> <p><u>(a) Quality</u> The score for quality is to be calculated using the following formula:</p> $W_q = W_2 \times S_o / M_s$ <p>where: W₂ = is the percentage score given to quality and equals 100 S_o = is the score for quality allocated to the submission under consideration M_s = is the maximum possible score for quality in respect to the submission</p> <p>The quality will comprise scores for the following based on criteria indicated in the respective tender returnables and summarised as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Description</th> <th style="text-align: center;">Maximum Allocated Points</th> </tr> </thead> <tbody> <tr> <td>Experience of Bidder with respect to similar projects</td> <td style="text-align: center;">60</td> </tr> <tr> <td>Method statement for sampling and transportation of samples</td> <td style="text-align: center;">20</td> </tr> <tr> <td>Water sampling vehicle availability</td> <td style="text-align: center;">20</td> </tr> <tr> <td>TOTAL MAXIMUM POINTS</td> <td style="text-align: center;">100</td> </tr> </tbody> </table> <p>The score for quality can be further broken down per individual criteria as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Criteria</th> <th style="text-align: left;">Points allocation</th> <th style="text-align: center;">Weight 5-1</th> <th style="text-align: center;">Value 100%</th> </tr> </thead> <tbody> <tr> <td rowspan="2">Relevant Experience in water and waste water quality sampling. <i>(Attach Water quality sampler's certificates and appointment letter for each project)</i></td> <td>5-10 years of service and provide at least 5 previous projects on water and waste water quality sampling with at least 3 traceable references, including contact details</td> <td style="text-align: center;">5</td> <td rowspan="2" style="text-align: center; vertical-align: middle;">60%</td> </tr> <tr> <td>3- 4 years of service and previous projects on water and waste water quality sampling with at least 2 traceable references, including contact</td> <td style="text-align: center;">3</td> </tr> </tbody> </table>	Description	Maximum Allocated Points	Experience of Bidder with respect to similar projects	60	Method statement for sampling and transportation of samples	20	Water sampling vehicle availability	20	TOTAL MAXIMUM POINTS	100	Criteria	Points allocation	Weight 5-1	Value 100%	Relevant Experience in water and waste water quality sampling. <i>(Attach Water quality sampler's certificates and appointment letter for each project)</i>	5-10 years of service and provide at least 5 previous projects on water and waste water quality sampling with at least 3 traceable references, including contact details	5	60%	3- 4 years of service and previous projects on water and waste water quality sampling with at least 2 traceable references, including contact	3
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	details		
	0- 2 years of service and provide at least 2 previous projects on water and waste water quality sampling with at least 1 traceable reference, including contact details	1	
Water quality sampling method statement	Sampling method statement file	5	20%
Proof of delivery vehicles used to take water and waste water quality samples.	Vehicle log books or proof of contract with a contracted delivery company (log book)	5	20%

Tenderers that score less than 60% of the total score allowed for quality will not be considered further.

(b) Financial Offer

The financial offer will be scored using the following formula

$$Nf = W1 \times [1 - (P - Pm) / Pm]$$

where:

W1 = **80** for financial values up to R50 000 000 (inclusive of VAT) of all responsive tenders received, and **90** for financial values over R50 000 000;

Pm = the value of the comparative offer of the most favorable tender;

P = the value of the comparative offer under consideration

(c) Preferences

Up to **20** points (for financial values up to R50 000 000) or **10** points (for financial values over R50 000 000) will be awarded to tenderers who are found to be eligible for the preference claimed.

Points will be awarded to Tenderers for attaining the BBBEE status level of contribution as per the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as detailed below.

	BBBEE Status Level Contributor	Number of Points (80/20 Principle)	Number of Points (90/10 Principle)
	1	20	10
	2	18	9
	3	14	8
	4	12	6
	5	8	4
	6	6	3
	7	4	2
	8	2	1
	Non-Compliant Contributor	0	0

F.3.13.1	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer has in his or her possession an original valid Tax Clearance Certificate or SARS Pin issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation, by tender closing date; c) the tenderer is not in arrears for more than 3 months with the municipal rates and taxes and municipal services charges; d) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; e) the tenderer has not <ul style="list-style-type: none"> 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; and f) has completed the Compulsory Enterprise Questionnaires and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interest of the employer or potentially compromise the tender process. g) the Tenderer or a competent authorized representative of the Contractor who submitted the tender has attended the compulsory clarification meeting and/or site inspection, as specified; h) the tender offer is signed by a person authorized to sign on behalf of the Tenderer; i) a Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender.
F.3.18	The number of paper copies of the signed contract to be provided by the Employer is one original plus one original duplicate.
	<p>The additional conditions of tender are as follows:</p> <ol style="list-style-type: none"> 1. The BBBEE Certificate from an accredited organisation will be used to award preference points.

APPENDIX: STANDARD CONDITIONS OF TENDER

(These Standard Conditions of Tender have been reproduced, without any changes, from Appendix A of the CIDB Standardized Construction Procurement Documentation for Engineering Construction Works (5 August 2005))

F.1 General

F.1.1 Actions

F1.1.1. The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F1.1.2. 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 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 the 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 decision taken.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, 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 interest which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- (b) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer 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; and
- (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) **Organisation** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- (f) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

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 read, copied and recorded. Writing 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 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement Procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject 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 positions 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 data, shall be invited in each round to enter the 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 and additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the Employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- F.1.6.2.4** The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal Procedure using 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 complies with 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 prior to do so prior to the closing time of tenders.

F.2.2 Cost of tendering

Accept that 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 satisfy requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Site visit and clarification meeting

Attend, where required, a site visit and 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) may 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

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. Erasures and the use of masking fluid are prohibited.

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. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.
- F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

- F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in joint venture, to provide the whole of the works, services or supply identified in the contract data, 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 in black ink.
- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the

employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

F.2.13.8 Accept that the employer shall 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 email 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. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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

F.2.16 Tender offer validity

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

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.16.3 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.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), referencing 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, policies, etc.

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 Respond to a request for clarification received up to five working days prior to 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 material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) An individual firm, or joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements.
- b) The new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or

- c) In the opinion of the Employer, acceptance of the material change would compromise the 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 of the Tender Notice until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, will then notify it to all tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

F.3.4.2 Announce at the opening held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

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

F.3.5 Two-envelope system

F.3.5.1 Where 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 the quality 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 quality evaluation above the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

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, on opening and before detailed evaluation, whether each tender offer properly received:

- (a) meets 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:

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

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

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tenders in accordance with F.3.11 for :

- a) The gross misplacement of the decimal point in the unit rate,
- b) Omissions made in completing the pricing schedule or bills of quantities or
- c) Arithmetic errors in
 - Line item totals resulting from the product of unit rate and a quantity in bills of quantities or schedule of prices; or
 - The summation of the prices.

F3.9.2 Notify the tenderers of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.3 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) 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 as quoted shall govern, and the unit rate will 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.
- b) 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 a bill of quantities applies) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors 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

F3.11.1 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: Price and Preference

In the case of a price and preference:

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

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

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

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders(including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

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

Where

P_s = Points scored for comparative price of tender or offer under consideration; *P_t* = Comparative price of tender or offer under consideration; and
P_{min} = Comparative price of lowest acceptable tender or offer.

- (4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

(4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

(4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

(4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

(4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million

(5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):

90/10

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

Where:

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

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

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

(5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B- BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- (5)(c) A maximum of 10 points may be allocated in accordance with subparagraph
- (5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).
- (5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Price

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

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

where:

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

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

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

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

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P}) P_m$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P}) P_m$	$A = P_m / P$
^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.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring functionality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$NQ = W2 \times SO / MS$$

where:

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

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

W2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

- F.3.16.2** After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.
- F.3.17** **Provide copies of the contracts**
- Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.
- F.3.18** **Provide written reasons for actions taken**
- Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.
- F3.19** **Transparency in the procurement process**
- F3.19.1** The CIDB prescripts require that tenders must be advertised and be registered on the cidb iTender 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:
- Procurement planning process
 - Procurement method and evaluation process
 - Contract type
 - Contract status
 - Number of firms tendering
 - Cost estimate
 - Contract title
 - Contract firm(s)
 - Contract price
 - Contract scope of work
 - Contract start date and duration
 - Contract evaluation reports
- 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.

WATER AND WASTEWATER QUALITY SAMPLING

CONTRACT N^o HGDM 686/HGDM/2020

**THE SCOPE OF WORKS ENTAILS THE TAKING OF WATER AND WASTE WATER SAMPLES AT
PREDETERMINED SAMPLING POINTS WITHIN THE HARRY GWALA DISTRICT SITES AND
TRANSPORTING THE SAMPLES TO AN ACCREDITED LABORATORY FOR ANALYSIS AS AND
WHEN REQUIRED BY THE MUNICIPALITY FOR THE PERIOD OF 36 MONTHS.**

PART T2: RETURNABLE DOCUMENTS AND SCHEDULES

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PART T2.1: LIST OF RETURNABLE DOCUMENTS AND SCHEDULES

1. List of Returnable Documents and Schedules Required for Tender Evaluation Purposes

- Certificate of Tenderers' Attendance at the Clarification Meeting
- Authority for Signatory
- Schedule of Work Carried out by the Tenderer
- Amendments, Qualifications and Alternatives
- Tax Clearance Certificate
- BBBEE Certificate
- Tenderer's Financial Standing
- Form of Intent to Provide a Performance Guarantee
- Compulsory Enterprise Questionnaire
- UIF Registration Certificate
- Proof of Purchase of Tender Documents
- MBD4 Form
- Joint Venture Disclosure Form
- Company Registration Certificate
- Identity Documents
- VAT Registration Certificate
- Copy of Cashed Cheque for Company
- Certificate of Municipal Services

2. Other Returnable Schedules and Documents that will be incorporated into the Contract

- Schedule of Proposed Sub-Contractors
- Record of Addenda to Tender Documents
- Rates for Special Materials
- Contractor's Health and Safety Declaration
- Form of Offer and Acceptance (Part C1)
- Contract Data (Part C1)
- Form of Guarantee (Part C1)
- Adjudicator's Agreement (Part C1)
- Agreement in Terms of the OHSA No 85 of 1993 (Part C1)
- Bill of Quantities (Part C2)
- Scope of Work (Part C3)

FORM A: Certificate of Attendance at Clarification Meeting

CONTRACT N^o HGDM 686/HGDM/2020

**THE SCOPE OF WORKS ENTAILS THE TAKING OF WATER AND WASTE WATER SAMPLES AT
PREDETERMINED SAMPLING POINTS WITHIN THE HARRY GWALA DISTRICT SITES AND
TRANSPORTING THE SAMPLES TO AN ACCREDITED LABORATORY FOR ANALYSIS AS AND
WHEN REQUIRED BY THE MUNICIPALITY FOR THE PERIOD OF 36 MONTHS.**

(Please print)

It is hereby CERTIFIED that I, (name)

in my capacity as.....and a duly authorized

representative of..... (the TENDERER)

of (address).....

in the company of.....(the ENGINEER)

attended the official Site Inspection on(date)

for and on behalf of the above named Tenderer.

I hereby further DECLARE that I am satisfied with the description of the Works and the explanations given by the above named Engineer.

SIGNATURE
(On behalf of TENDERER)

DATE

AS WITNESS :-
(On behalf of ENGINEER)

NAME

SIGNATURE

DATE

FORM B: Authority for Signatory

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

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

A. Certificate for Company

I,, chairperson

of the board of

hereby confirm that by resolution of the board (copy attached) taken on

..... 20....., Mr/Ms

acting in the capacity of, was authorised to sign all documents in connection with this tender for CONTRACT N° HGDM ?????????????? and any contract resulting from it on behalf of the company.

As witnesses:

1. Chairman:

2. Date:

Signature of Authorised Person:

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as

....., hereby authorise

Mr/Ms, acting in the capacity of

....., to sign all documents in connection with this tender for

CONTRACT N° HGDM ?????????????? and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

Signature of Authorised Person:

C. Certificate for Joint Venture

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

authorise Mr/Ms, authorised signatory of the company

....., acting in the capacity of lead partner, to sign all documents in connection with this tender for CONTRACT N° HGDM ?????????????? and any contract resulting from it on our behalf.

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

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature
Lead Partner:			

Signature of Authorised Person:

D. Certificate for Sole Proprietor

I,, hereby confirm that I am

the sole owner of the business trading as

As witnesses:

1. Sole Owner:

2. Date:

Signature of Authorised Person:

E. Certificate for Close Corporation

We, calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions in the development of the pricing proposal.

lect all design assumptions in the development of the pricing proposal.

ect all design assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the c° HGDM 608/HGDM/2019 and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

Signature of Authorised Person:

FORM D: Schedule of Work Carried out by the Tenderer

The Tenderer shall list below the last ten (10) contracts of a similar nature awarded to him. This information is material to the award of the Contract.

EMPLOYER (Name, Tel No and Fax No)	CONSULTING ENGINEER (Name, Tel No and Fax No)	NATURE OF WORK	VALUE OF WORK	YEAR OF COMPLETION

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

FORM F: Amendments, Qualifications and Alternatives

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

Notes:

- (1) Proposals for amendments to the General and Special Conditions of Contract are not acceptable, and will be ignored;
- (2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

Notes

- (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.

- (2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.
- (3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

Note

The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer for a discount may have to be disregarded.]

SIGNATURE: DATE:
(of person authorised to sign on behalf of the Tenderer)

FORM G: Tenderer's Tax Clearance Certificate

The Tenderer is to attach his original Tax Clearance Certificate or SARS Pin on this page. In the case of a Joint Venture, original copies of Tax Clearance Certificates for all members of the Joint Venture must be attach.

Tenderers must note that failure to comply with this requirement will render their tender invalid.

FORM H: Tenderer's Financial Standing

WATER AND WASTEWATER QUALITY SAMPLING

CONTRACT N^o HGDM 686/HGDM/2020

**THE SCOPE OF WORKS ENTAILS THE TAKING OF WATER AND WASTE WATER SAMPLES AT
PREDETERMINED SAMPLING POINTS WITHIN THE HARRY GWALA DISTRICT SITES AND
TRANSPORTING THE SAMPLES TO AN ACCREDITED LABORATORY FOR ANALYSIS AS AND
WHEN REQUIRED BY THE MUNICIPALITY FOR THE PERIOD OF 36 MONTHS.**

The Employer may make inquiries to obtain a bank rating from the Tenderer's bank.

To this end, the Tenderer must provide with his tender, a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

However, should the tenderer be unable to provide a bank rating with his tender, he shall be state the reasons thereof and in addition provide the following details of his banker and bank account details that he intends to use for the contract:

Name of Account Holder:

Name of Bank: Branch:

Account Number: Account Type:

Telephone Number: Fax N^o:

Name of Contact Person (*at bank*):

Failure to provide either the required bank details or a certified bank rating with his tender will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

The Employer undertakes to treat the information thus received as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

CERTIFIED BANK RATING

Tenderers to attach a Certified Bank Rating to this page

FORM I: Form of Intent to Provide a Performance Guarantee

[The Tenderer must attach hereto a letter from the bank or institution, with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so].

Tenderers are to refer to Form C1.3: Form of Guarantee

FORM J: Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 4: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 5: Record of service of the state

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

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

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

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

*insert separate page if necessary

Section 6: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole

**HARRY GWALA DISTRICT MUNICIPALITY
WATER AND WASTEWATER QUALITY SAMPLING: CONTRACT HGDM 686/HGDM/2020**

proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

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

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

*insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct;

Signed _____ Date _____
 Name _____ Position _____
 Name of Enterprise _____

FORM K: Proforma Client Reference of Projects

The Tenderer must request previous Client/Referee to be complete this form for two projects for their respective sewer reticulation projects (as claimed in the Tenderers Experience Schedule). The completed and signed forms to be submitted with the Tender.

**PROFORMA REPORT ON THE TENDERER’S COMPETENCE AND PERFORMANCE ON SAMPLING
 PROJECT FOR TENDER EVALUATION PURPOSES**

The following form will be requested to be completed by the Tenderers previous Clients.

Project Details:

Description of work:

Employer:

Value of work:

Contract Duration and Commencement Date:

Diameter of sewer lines:

Length of sewer lines:

	Qualitative Statements as assessed by Referees	Points	Score
1	“Contractor’s Management was adequate for the contract”		
2	“Contractor provided suitably qualified Site personnel”	Unacceptable	0
3	“Contractor’s provided adequate resources for the contract”	Poor	1
4	“Contractor’s communication and compliance to instructions was good”	Below Average	2
5	“Quality of work produced was to drawings and specification”	Average	3
6	“Contract was completed on time”	Above Average	4
		Good	5
	Total Points Obtained		

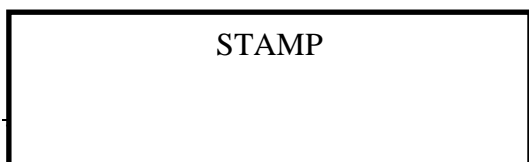
Any other remarks considered necessary to assist in evaluation of the Service Provider?

Client’s/ contact person & Capacity:

Telephone:

Client Signature:

Date:



FORM L: Proof of Purchase of Tender Documents

The Tenderer shall insert here proof of purchase of the tender documents in the form of an official receipt or other acceptable form of proof

FORM M: Preferential Procurement

Harry Gwala District Municipality has adopted the Preference Point System as stipulated in the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and as set out in the 2017 regulations.

M.1. PRINCIPLES APPLIED BY THE MUNICIPALITY

- 1.1 The Harry Gwala District Municipality has a responsibility to ensure that resources are managed in the most efficient and effective manner possible. This aim forms part of a national objective to manage the use of the resources of the nation in a thrifty, careful and economic manner and in such a way as to maximise sustained economic growth. The Municipality also has a responsibility to ensure that its activities further other overall national objectives of equity and redress, and to balance the furthering of these objectives in a manner that is fair and transparent. The Municipality is committed, therefore, to a process of cost effective, competitive procurement for goods and services that incorporates a targeted preferential methodology aimed at furthering the growth and development of persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability.
- 1.2 No contract for the supply of any goods to or for any work, undertaking or service for or on behalf of the Harry Gwala District Municipality involving an estimated expenditure in excess of an amount prescribed in the Municipality's Preferential Procurement/Supply Chain Management Policy shall be entered into by the Municipality, unless public tenders have been called for in the manner prescribed.
- 1.3 Furthermore, the Harry Gwala District Municipality shall, in accordance with the framework prescribed by national legislation, give preference in awarding contracts to persons or categories of persons historically disadvantaged by unfair discrimination on the basis of race, gender or disability, and shall make the granting of such preferences public in the manner determined in the policy.

M.2 The 80/20 Preference Point System

The procedure for the evaluation of responsive tenders is **Method 2** with the 80/20 Preference Point System. Tenderes will be scored for quality first and only those tenders that meet the specified minimum total score for quality will be considered further. These tenders will then be evaluated on the basis of the 80/20 Preference Points System.

Method 2: Financial Offer, Quality and Preferences

(a) Quality

The score for quality is to be calculated using the following formula:

$$W_q = W_2 \times S_o / M_s$$

where:

W_2 = is the percentage score given to quality and equals **100**

S_o = is the score for quality allocated to the submission under consideration

M_s = is the maximum possible score for quality in respect to the submission

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The quality will comprise scores for the following based on criteria indicated in the respective tender returnable:

Description	Maximum Allocated Points
Experience of Bidder with respect to similar projects	60
Method statement for sampling and transportation of samples	20
Water and waste water sampling vehicle availability	20
TOTAL MAXIMUM POINTS	100

The score for quality can be further broken down per individual criteria as follows:

Criteria	Points allocation	Weight 5-1	Value 100%
Relevant Experience in water and waste water quality sampling. <i>(Attach Water quality sampler's certificates and appointment letter for each project)</i>	5-10 years of service and provide at least 5 previous projects on water and waste water quality sampling with at least 3 traceable references, including contact details	5	60%
	3- 4 years of service and previous projects on water and waste water quality sampling with at least 2 traceable references, including contact details	3	
	0- 2 years of service and provide at least 2 previous projects on water and waste water quality sampling with at least 1 traceable reference, including contact details	1	
Water quality sampling method statement	Sampling method statement file	5	20%
Proof of delivery vehicles used to take water and waste water quality samples.	Vehicle log books or proof of contract with a contracted delivery company (log book)	5	20%

Tenderers that score less than 60% of the total score allowed for quality will *not* be considered further.

(b) Financial Offer

The financial offer will be scored using the following formula

Price Points: 80 Points Maximum

The following formula will be used to calculate the points for price in respect of tenders with a Rand value up to R50 000,000:-

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

Where:-

- Ps** = Points scored for price of tender under consideration
Pt = Rand value of offer tender consideration
Pmin = Rand value of lowest acceptable tender

(c) Preferences

Up to **20** points (for financial values up to R50 000 000) or **10** points (for financial values over R50 000 000) will be awarded to tenderers who are found to be eligible for the preference claimed.

Points will be awarded to Tenderers for attaining the BBBEE status level of contribution as per the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2011 as detailed below.

BBBEE Contributor	Status Level	Number of Points (90/10 Principle)	Number of Points (80/20 Principle)
	1	10	20
	2	9	18
	3	8	14
	4	6	12
	5	4	8
	6	3	6
	7	2	4
	8	1	2
Non-Compliant Contributor		0	0

(d) Example of Adjudication Schedule

A typical example of the tender evaluation process and schedule is shown in the table below.

STAGE 1	STAGE 2	STAGE 3	STAGE 4	STAGE 5		STAGE 6	STAGE 7	STAGE 8	STAGE 9
Name of Tenderer	Price Tendered	Is Tenderer Responsive	Has Tenderer Scored adequate Points for Functionality	Risk Assessment			Points Allocation		
				Tendered Time for Completion Realistic	Has Tenderer got the plant and equipment	Are Rates & Price Realistic	Points for Price	Points for BBEE Status Level of Contribution	Total Points
A	50 000	Yes	Yes	6 Months	YES	NO	0	0	0
B	200 000	Yes	Yes	5 Months	YES	YES	80	2	82
C	210 000	Yes	Yes	6 Months	YES	YES	76.0	8	84.0
D	235 000	Yes	Yes	7 Months	YES	YES	66.0	5	83.8
E	235 000	Yes	Yes	5 Months	YES	YES	66.0	5	83.8
F	600 000	Yes	Yes	6 Months	YES	NO	0	0	0
G	240 000	No	N/A	N/A	YES	N/A	0	0	0

Calculation of Price Points - Tendered	Calculation of Development Points - Tendered
$N_p = 80 \left\{ 1 - \left(\frac{P - P_{min}}{P_{min}} \right) \right\}$ $N_p = 80 \left\{ 1 - \left(\frac{210\,000 - 200\,000}{200\,000} \right) \right\}$ $= 80 \times (1 - 0.05)$ $= 80 \times 0.95$ <p>Np = 76.0</p>	<p>BBBEE status level of contribution</p> <p>= 8 points</p>
TOTAL ADJUDICATION POINTS = 76.0 + 8 = 84.0 POINTS	

M.3 Bidder Submission Requirements

All bidders must provide the following information and certificates with their bids and may not consider any quotation or bid submitted by a service provider who fails to submit the following information:

- All potential or actual conflicts of interests
- The name of the entity or person
- Whether the owner is or has been in the service of the state in the previous 12 months
- If the provider is not a natural person, whether any of its directors, managers, principle shareholders or stakeholders is in the service of the state or has been in the previous 12 months
- Whether a spouse, child or parent of the provider or of a director, manager shareholder or stakeholder is in the service of the state or has been in the previous 12 months
- Tax reference numbers, including Tax, PAYE, UIF and SDL and VAT, if applicable
- Identification or company registration numbers
- A valid Tax clearance certificates issued by SARS
- BBEEE Certificate for tendering entity. For joint ventures, the BBEEE certificates for the individual JV members should be submitted.
- Registration with relevant bodies or controlling authorities if such registrations are mandatory
- Employment Equity Registration Numbers from the Department of Labour, if applicable
- Proof of registration and a letter of good standing from the Compensation Commissioner in compliance with COIDA Act.
- Proof that municipal rates, taxes and service charges accounts are in order

M.4 Adjudication Criteria

Adjudications will be conducted in accordance with the prescribed formulae as indicated in the Preferential Procurement Policy Framework Act and the Broad-Based Black Economic Empowerment Act and scorecards. Adjudication criteria will be clearly stated in the bid documents.

The award must be made to the bidder scoring the highest number of points unless objective criteria indicate that the award should be made to another bidder. The reasons for deviating from the prescribed norms and standards must be documented by the bid adjudication committee and reported immediately to the Accounting Officer. The Accounting Officer may at any stage, refer any recommendations made by either the bid evaluation or bid adjudication committees back to those committees for reconsideration.

M.5 Rejection / Disqualification Criteria

The Municipality may disqualify any offer or bid submitted for the following reasons:

- (i) The bidder failed to comply with all submission requirements as stated in the tender document.
- (ii) The entity or one of its directors is listed on National Treasury's data base as a person prohibited from doing business with the public sector
- (iii) There are levies for water & sanitation service charges from any Municipality by the entity or any of its directors that are in arrears for longer than 3 months unless credit arrangements have been made in terms of council policies.
- (iv) The entity has failed to perform satisfactorily on previous contracts with any Municipality or other organ of state, after that entity was given written notice that performance was unsatisfactory
- (v) Any of the directors committed a corrupt or fraudulent act in competing for a particular contract or in the execution of a contract

- (vi) An Official or other role player committed any corrupt or fraudulent act during the bidding process or the execution of a contract that benefited that person
- (vii) The entity or any of its directors abused the supply chain management system or committed any improper conduct in relation to such system
- (viii) Any director has been convicted for fraud or corruption during the past 5 years
- (ix) Has wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the last 5 years
- (x) Misrepresentation of facts or information in the tender document submitted.
- (xi) Submission of two tender documents (from the same company) unless the other tender document is an alternative offer.
- (xii) Any persons whose tax matters have not been declared as being in order by the South African Revenue Services for awards in excess of R15, 000 Inc VAT.

M.6 Payments

Payments for Small and Micro projects shall be made within 30 days after submission of an acceptable invoice which has been approved by the Municipality's Representative or as specified in the Municipality's Special Conditions of Contract.

M.7 Assignment

The Service Provider may not cede or assign this contract or any moneys due or that may become due to it, without the prior written consent of the Municipality.

M.8 Joint Ventures

The Municipality will only accept Joint Venture agreements that are formed as a new legal entity and where an acceptable and legal agreement is submitted to the municipality. Any payments due to the Joint Venture will be made to the JV bank account.

M.9 Penalties (Construction Contracts and where Necessary)

Penalties on late completion of work shall be as specified in the Contract Data.

NATIONAL TREASURY

NO. R. 32

JANUARY 2017

**PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000:
PREFERENTIAL PROCUREMENT REGULATIONS, 2017**

The Minister of Finance has, in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), made the regulations set out in the Schedule.

**SCHEDULE
Preferential Procurement Regulations, 2017**

Contents

1. Definitions
2. Application
3. Identification of preference point system, designated sector, pre-qualification criteria, objective criteria and subcontracting
4. Prequalification criteria for preferential procurement
5. Tenders to be evaluated on functionality
6. 80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million
7. 90/10 preference point system for acquisition of goods or services with Rand value above R50 million
8. Local production and content
9. Subcontracting as condition of tender
10. Criteria for breaking deadlock in scoring
11. Award of contracts to tenderers not scoring highest points
12. Subcontracting after award of tender
13. Cancellation of tender
14. Remedies
15. Circulars and guidelines
16. Repeal of Regulations and saving
17. Short title and commencement

Definitions

1. In these Regulations, unless the context indicates otherwise, any word or expression to which a meaning has been assigned in the Act must bear the meaning so assigned-

“**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

“**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

“**black designated groups**” has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

“**black people**” has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act;

“**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

“**co-operative**” means a co-operative registered in terms of section 7 of the Cooperatives Act, 2005 (Act No. 14 of 2005);

“**designated group**” means-

- (a) black designated groups;
- (b) black people;
- (c) women;
- (d) people with disabilities; or
- (e) small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996);

“designated sector” means a sector, sub-sector or industry or product designated in terms of regulation 8(1)(a);

“EME” means an exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

“functionality” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents;

“military veteran” has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011);

“National Treasury” has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

“people with disabilities” has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998);

“price” includes all applicable taxes less all unconditional discounts;

“proof of B-BBEE status level of contributor” means-

- (a) the B-BBEE status level certificate issued by an authorised body or person;
- (b) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
- (c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act;

“QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

“Rand value” means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;

“rural area” means-

- (a) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or
- (b) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system;

“stipulated minimum threshold” means the minimum threshold stipulated in terms of regulation 8(1)(b);

“the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);

“township” means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994;

“treasury” has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999); and

“youth” has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

Application

2. These Regulations apply to organs of state as envisaged in the definition of organ of state in section 1 of the Act.1

Identification of preference point system, designated sector, pre-qualification criteria, objective criteria and subcontracting

3. An organ of state must-

- (a) determine and stipulate in the tender documents-
- (i) the preference point system applicable to the tender as envisaged in regulation 6 or 7; or
 - (ii) if it is unclear which preference point system will be applicable, 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;
- (b) determine whether pre-qualification criteria are applicable to the tender as envisaged in regulation 4;
- (c) determine whether the goods or services for which a tender is to be invited, are in a designated sector for local production and content as envisaged in regulation 8;
- (d) determine whether compulsory subcontracting is applicable to the tender as envisaged in regulation 9; and
- (e) determine whether objective criteria are applicable to the tender as envisaged in regulation 11.

Pre-qualification criteria for preferential procurement

4.(1) If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond-

- (a) a tenderer having a stipulated minimum B-BBEE status level of contributor;
- (b) an EME or QSE;
- (c) a tenderer subcontracting a minimum of 30% to-
- (i) an EME or QSE which is at least 51% owned by black people;
 - (ii) an EME or QSE which is at least 51% owned by black people who are youth;
 - (iii) an EME or QSE which is at least 51% owned by black people who are women;
 - (iv) an EME or QSE which is at least 51% owned by black people with disabilities;
 - (v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - (vi) a cooperative which is at least 51% owned by black people;
 - (vii) an EME or QSE which is at least 51% owned by black people who are military veterans;
 - (viii) an EME or QSE.

(2) A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

Tenders to be evaluated on functionality

- 5.(1) An organ of state must state in the tender documents if the tender will be evaluated on functionality.
- (2) The evaluation criteria for measuring functionality must be objective.
- (3) The tender documents must specify-
- (a) the evaluation criteria for measuring functionality;
 - (b) the points for each criteria and, if any, each sub-criterion; and
 - (c) the minimum qualifying score for functionality.

¹The definition of "organ of state" in section 1 of the Act in paragraph (a) to (e) includes-

- a national or provincial department as defined in the Public Finance Management Act, 1999;
- a municipality as contemplated in the Constitution;
- a constitutional institution as defined in the Public Finance Management Act;
- Parliament;
- a provincial legislature.

Paragraph (f) of the definition of organ of state in section 1 of the Act includes any other institution or category of institutions included in the definition of "organ of state" in section 239 of the Constitution and recognised by the Minister by notice in the *Government Gazette* as an institution or category of institutions to which the Act applies. Government Notice R. 501 of 8 June 2011 recognises, with effect from 7 December 2011, all public entities listed in Schedules 2 and 3 to the Public Finance Management Act, 1999, as institutions to which the Act applies. Note should be taken of notices issued from time to time in terms of paragraph (f) of this definition. The application of these Regulations is also subject to applicable exemptions approved in terms of section 3 of the Act.

- (4) The minimum qualifying score for functionality for a tender to be considered further-
- (a) must be determined separately for each tender; and

- (b) may not be so-
 - (i) low that it may jeopardise the quality of the required goods or services; or
 - (ii) high that it is unreasonably restrictive.
- (5) Points scored for functionality must be rounded off to the nearest two decimal places.
- (6) A tender that fails to obtain the minimum qualifying score for functionality as indicated in the tender documents is not an acceptable tender.
- (7) Each tender that obtained the minimum qualifying score for functionality must be evaluated further in terms of price and the preference point system and any objective criteria envisaged in regulation 11.

80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million

6.(1) The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

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

Where:-

- Ps = Points scored for price of tender under consideration
- Pt = Rand value of offer tender consideration
- Pmin = Rand value of lowest acceptable tender

(2) The following table must be used to calculate the score out of 20 for BBEE:

BBBEE Status Level Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

- (3) A tenderer must submit proof of its B-BBEE status level of contributor.
- (4) A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but-
 - (a) may only score points out of 80 for price; and
 - (b) scores 0 points out of 20 for B-BBEE.
- (5) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting 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, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- (6) The points scored by a tenderer for B-BBEE in terms of subregulation (2) must be added to the points scored for price under subregulation (1).
- (7) The points scored must be rounded off to the nearest two decimal places.
- (8) Subject to subregulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.
- (9)
 - (a) If the price offered by a tenderer scoring the highest points is not market-related, the organ of state may not award the contract to that tenderer.
 - (b) The organs of state may-
 - (i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;
 - (ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
 - (iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
 - (c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

90/10 preference point system for acquisition of goods or services with Rand value above R50 million

7.(1) The following formula must be used to calculate the points out of 90 for price in respect of a tender with a Rand value above R50 million, inclusive of all applicable taxes:

Where

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

(2) The following table must be used to calculate the points out of 10 for BBEE:

BBEE Status Level Contributor	Number of Points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-Compliant Contributor	0

(3) A tenderer must submit proof of its B-BBEE status level of contributor.

(4) A tenderer failing to submit proof of B-BBEE status level of contribution or is a non-compliant contributor to B-BBEE may not be disqualified, but-

(a) may only score points out of 90 for price; and

(b) scores 0 points out of 10 for B-BBEE.

(5) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting 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, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

(6) The points scored by a tenderer for B-BBEE contribution in terms of subregulation (2) must be added to the points scored for price under subregulation (1).

(7) The points scored must be rounded off to the nearest two decimal places.

(8) Subject to subregulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.

(9) (a) If the price offered by a tenderer scoring the highest points is not market-related, the organ of state may not award the contract to that tenderer.

(b) The organs of state may-

(i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;

(ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;

(iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.

(c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

Local production and content

- 8.(1) The Department of Trade and Industry may, in consultation with the National Treasury-
- (a) designate a sector, sub-sector or industry or product in accordance with national development and industrial policies for local production and content, where only locally produced services or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content, taking into account economic and other relevant factors; and
 - (b) stipulate a minimum threshold for local production and content.
- (2) An organ of state must, in the case of a designated sector, advertise the invitation to tender with a specific condition that only locally produced goods or locally manufactured goods, meeting the stipulated minimum threshold for local production and content, will be considered.
- (3) The National Treasury must inform organs of state of any designation made in terms of regulation 8(1) through a circular.
- (4) (a) If there is no designated sector, an organ of state may include, as a specific condition of the tender, that only locally produced services or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
(b) The threshold referred to in paragraph (a) must be in accordance with the standards determined by the Department of Trade and Industry in consultation with the National Treasury.
- (5) A tender that fails to meet the minimum stipulated threshold for local production and content is an unacceptable tender.

Subcontracting as condition of tender

- 9.(1) If feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups.
- (2) If an organ of state applies subcontracting as contemplated in subregulation (1), the organ of state must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to-
- (a) an EME or QSE;
 - (b) an EME or QSE which is at least 51% owned by black people;
 - (c) an EME or QSE which is at least 51% owned by black people who are youth;
 - (d) an EME or QSE which is at least 51% owned by black people who are women;
 - (e) an EME or QSE which is at least 51% owned by black people with disabilities;
 - (f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - (g) a cooperative which is at least 51% owned by black people;
 - (h) an EME or QSE which is at least 51% owned by black people who are military veterans; or
 - (i) more than one of the categories referred to in paragraphs (a) to (h).
- (3) The organ of state must make available the list of all suppliers registered on a database approved by the National Treasury to provide the required goods or services in respect of the applicable designated groups mentioned in subregulation (2) from which the tenderer must select a supplier.

Criteria for breaking deadlock in scoring

- 10.(1) If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for B-BBEE.
- (2) If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points for B-BBEE, the contract must be awarded to the tenderer that scored the highest points for functionality.
- (3) If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

Award of contracts to tenderers not scoring highest points

- 11.(1) A contract may be awarded to a tenderer that did not score the highest points only in accordance with section 2(1)(f) of the Act.
- (2) If an organ of state intends to apply objective criteria in terms of section 2(1)(f) of the Act, the organ of state must stipulate the objective criteria in the tender documents.

Subcontracting after award of tender

12.(1) A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.

(2) A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

(3) A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

Cancellation of tender

13. (1) An organ of state may, before the award of a tender, cancel a tender invitation if-

- (a) due to changed circumstances, there is no longer a need for the goods or services specified in the invitation;
- (b) funds are no longer available to cover the total envisaged expenditure;
- (c) no acceptable tender is received; or
- (d) there is a material irregularity in the tender process.

(2) The decision to cancel a tender invitation in terms of subregulation (1) must be published in the same manner in which the original tender invitation was advertised.

(3) An organ of state may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

Remedies

14.(1) Upon detecting that a tenderer submitted false information regarding its BBBEE status level of contributor, local production and content, or any other matter required in terms of these Regulations which will affect or has affected the evaluation of a tender, or where a tenderer has failed to declare any subcontracting arrangements, the organ of state must-

- (a) inform the tenderer accordingly;
- (b) give the tenderer an opportunity to make representations within 14 days as to why-
 - (i) the tender submitted should not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part;
 - (ii) if the successful tenderer subcontracted a portion of the tender to another person without disclosing it, the tenderer should not be penalised up to 10 percent of the value of the contract; and
 - (iii) the tenderer should not be restricted by the National Treasury from conducting any business for a period not exceeding 10 years with any organ of state; and
- (c) if it concludes, after considering the representations referred to in subregulation (1)(b), that-
 - (i) such false information was submitted by the tenderer-
 - (aa) disqualify the tenderer or terminate the contract in whole or in part; and
 - (bb) if applicable, claim damages from the tenderer; or
 - (ii) the successful tenderer subcontracted a portion of the tender to another person without disclosing, penalise the tenderer up to 10 percent of the value of the contract.

(2) (a) An organ of state must-

- (i) inform the National Treasury, in writing, of any actions taken in terms of subregulation (1);
- (ii) provide written submissions as to whether the tenderer should be restricted from conducting business with any organ of state; and
- (iii) submit written representations from the tenderer as to why that tenderer should not be restricted from conducting business with any organ of state.

(b) The National Treasury may request an organ of state to submit further information pertaining to subregulation (1) within a specified period.

(3) The National Treasury must-

- (a) after considering the representations of the tenderer and any other relevant information, decide whether to restrict the tenderer from doing business with any organ of state for a period not exceeding 10 years; and
- (b) maintain and publish on its official website a list of restricted suppliers.

Circulars and guidelines

15. The National Treasury may issue-

- (a) a circular to inform organs of state of any matter pertaining to these Regulations; or
- (b) a guideline to assist organs of state with the implementation of any provision of these Regulations.

Repeal of Regulations and saving

16.(1) Subject to this regulation, the Preferential Procurement Regulations, 2011, published in Government Notice No R. 502 of 8 June 2011 (herein called "the 2011 Regulations), are hereby repealed with effect from the date referred to in regulation 17.

(2) Any sector designated and minimum threshold determined for local production and content for purposes of regulation 9 of the 2011 Regulations and in force immediately before the repeal of the 2011 Regulations, are regarded as having been done under regulation 8(1) of these Regulations.

(3) Any tender advertised before the date referred to in regulation 17 must be dealt with in terms of the 2011 Regulations.

Short title and commencement

17. These Regulations are called the Preferential Procurement Regulations, 2017 and take effect on 1 April 2017.

FORM N: MBD4 Form

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
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.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: "in the service of the state" means to be –

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

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

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

3.9.1 If yes, furnish particulars.....
.....

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

3.10.1 If yes, furnish particulars.
.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other 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**

3.11.1 If yes, furnish particulars
.....
.....

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

3.12.1 If yes, furnish particulars.
.....
.....

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

3.13.1 If yes, furnish particulars.
.....
.....

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

3.14.1 If yes, furnish particulars:
.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

.....

FORM O: BBBEE Certificate, Company Registration Documents and Other Documents

Tenderers are to attach certified copies of the following documentation to this page:

- BBBEE Certificate
- Company Registration Documents
- Identity Documents of Company Shareholders/members.
- Proof of Registration on Central Supplier Database

Tenderers are to note that failure to submit the above documentation may result in the non-award of other preference points during tender evaluation

FORM P: Joint Venture Disclosure Form

EMPLOYER : Harry Gwala District Municipality

CONTRACT DESCRIPTION : **THE SCOPE OF WORKS ENTAILS THE TAKING OF WATER AND WASTE WATER SAMPLES AT PREDETERMINED SAMPLING POINTS WITHIN THE HARRY GWALA DISTRICT SITES AND TRANSPORTING THE SAMPLES TO AN ACCREDITED LABORATORY FOR ANALYSIS AS AND WHEN REQUIRED BY THE MUNICIPALITY FOR THE PERIOD OF 36 MONHTS.**

CONTRACT NUMBER : **HGDM 686/HGDM/2020**

PROJECT REFERENCE NUMBER :

- Note:
- 1) This form needs not be completed for Joint Ventures which have targeted enterprise partners.
 - 2) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be attached.
 - 3) A copy of the joint venture agreement must be attached to this form. In order to demonstrate the targeted enterprise partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - i) The contributions of capital and equipment
 - ii) Work items to be performed by the targeted enterprise partner's own forces.
 - iii) Work items to be performed under the supervision of the targeted enterprise partner.
 - iv) The commitment of management, supervisory and operative personnel employed by the targeted enterprise partner to be dedicated to the performance of the Contract.
 - 4) Copies of all written agreements between partners concerning the contract must be attached to this form including those which relate to ownership options and to restrictions/limits regarding ownership and control.
 - 5) Targeted enterprise partners must each complete an Enterprise Declaration Affidavits.

JOINT VENTURE PARTICULARS

Name : _____
Postal address : _____
Physical address : _____
Telephone : _____ Fax _____

IDENTITY OF EACH NON-TARGETED ENTERPRISE PARTNERS

Name : _____
Postal address : _____
Physical address : _____
Telephone : _____ Fax _____
Contact Person : _____

(Continue as required for further non-targeted enterprise partners)

Name : _____
 Postal address : _____
 Physical address : _____
 Telephone : _____ Fax _____
 Contact Person : _____

IDENTITY OF EACH TARGETED ENTERPRISE PARTNER

Name : _____
 Postal address : _____
 Physical address : _____
 Telephone : _____ Fax _____
 Contact Person : _____

Name : _____
 Postal address : _____
 Physical address : _____
 Telephone : _____ Fax _____
 Contact Person : _____

Name : _____
 Postal address : _____
 Physical address : _____
 Telephone : _____ Fax _____
 Contact Person : _____

DESCRIPTION OF THE ROLE OF THE TARGETED PARTNERS IN THE JOINT VENTURE

OWNERSHIP OF THE JOINT VENTURE

a) Percentage Ownership in respect of	:	Targeted Enterprises	_____ %	Targeted Enterprises	_____ %
b) Profit an Loss Sharing	:	Targeted Enterprises	_____ %	Targeted Enterprises	_____ %
c) Initial Capital Contribution	:	Targeted Enterprises	_____ R	Targeted Enterprises	_____ R
d) Ongoing Capital Contribution	:	Targeted Enterprises	_____ R	Targeted Enterprises	_____ R
e) Major Plant and Equipment Contribution	:	Targeted Enterprises	_____	Targeted Enterprises	_____
		_____		_____	
		_____		_____	
		_____		_____	
		_____		_____	
		_____		_____	
		_____		_____	

RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT OR AS PARTNERS IN OTHER JOINT VENTURES

Targeted Enterprise Partners

1. : _____
2. : _____
3. : _____
4. : _____
5. : _____

Non-Targeted Enterprise Partners

1. : _____
2. : _____
3. : _____
4. : _____
5. : _____

CONTROL AND PARTICIPATION IN THE JOINT VENTURE

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

Function	Targeted Enterprise Partner		Non-Targeted Enterprise	
	Enterprise	Name of Person	Enterprise	Name of Person
Cheque Signing				
Authority to enter into contracts on behalf of the Joint Venture				
Signing, co-signing and/or collateralizing of loans				
Acquisition of lines of credit				
Acquisition of performance bonds				
Negotiating and signing labour agreements				

MANAGEMENT OF CONTRACT PERFORMANCE

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

Function	Targeted Enterprise Partner		Non-Targeted Enterprise	
	Enterprise	Name of Person	Enterprise	Name of Person
Supervision of field operations				
Major purchasing				
Estimating				
Technical management				

MANAGEMENT AND CONTROL OF JOINT VENTURE

a) Managing Partner :

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

Partner	Targeted Enterprise Status		Authority Status	
	YES	NO	YES	NO

PERSONNEL

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

TRADE/FUNCTION/	Total Qty Required	Qty supplied by Targeted Enterprise	Qty supplied by non-Targeted Enterprise

b) Name of individual who will be responsible for hiring Joint Venture employees :

c) Name of individual who will be responsible for preparation of Joint Venture payrolls :

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

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

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

Signature :

Name :

Duly authorised to sign on behalf of :

Address :

Telephone :

Fax :

Date :

WATER AND WASTEWATER QUALITY SAMPLING

CONTRACT N^o HGDM 686/HGDM/2020

**THE SCOPE OF WORKS ENTAILS THE TAKING OF WATER AND WASTE WATER SAMPLES AT
PREDETERMINED SAMPLING POINTS WITHIN THE HARRY GWALA DISTRICT SITES AND
TRANSPORTING THE SAMPLES TO AN ACCREDITED LABORATORY FOR ANALYSIS AS AND
WHEN REQUIRED BY THE MUNICIPALITY FOR THE PERIOD OF 36 MONTHS.**

**PART T2.2: RETURNABLE DOCUMENTS THAT WILL BE
INCORPORATED INTO THE CONTRACT**

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FORM Q: Schedule of Proposed Sub-ContractorsRD8

FORM R: Record of Addenda to Tender DocumentsRD9

FORM S: Key PersonnelRD10

FORM T: Rates for Special MaterialsRD12

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FORM V: UIF registration CertificateRD15

FORM W: Certificate of Municipal ServicesRD16

FORM Q: Schedule of Proposed Sub-Contractors

I/We hereby notify you that it is my/our intention to employ the following Sub-Contractors for work in this contract.

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	PREVIOUS EXPERIENCE WITH SUBCONTRACTOR OR RECENT WORK EXECUTED BY THE SUB-CONTRACTOR

SIGNATURE:
 (of person authorised to sign on behalf of the Tenderer)

DATE:

FORM R: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

Signed: Date:

Name: Position:

SIGNATURE: DATE:

(of person authorised to sign on behalf of the Tenderer)

FORM S: Key Personnel

Tenderers shall provide details of the Contracts Manager (s) experience in work of a similar nature to that for which their tender is submitted.

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

a. Contracts Manager

CONTRACTS MANAGER	NAME:			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

b. Contracts Manager

SITE AGENT	NAME:			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

c. Contracts Manager

GENERAL FOREMAN	NAME:			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

SIGNATURE:
 (of person authorised to sign on behalf of the Tenderer)

DATE:

Tenderers to attach CV of the following proposed contract staff:

- 1. Water Quality Sampler's.**

FORM U: Contractor's Health and Safety Declaration

In terms of Clause 4(4) of the OHS Act 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2003.

To that effect a person duly authorised by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2003.
2. I hereby declare that my company / enterprise has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide a sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, approved by the Employer or his representative, before I will be allowed to commence with construction work under the contract. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to obtain the necessary approval for the said safety plan.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHS Act 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the bill of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS Act 1993 Construction Regulations 2003, including the cost for specific items that may be scheduled in the bill of quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 30 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHS Act 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 3 of the OHS Act 1993 Construction Regulations 2003 (*example attached hereafter*) before I will be allowed to proceed with any work under the contract.

SIGNATURE: DATE:
(of person authorised to sign on behalf of the Tenderer)

**PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT 1993 , CONSTRUCTION REGULATIONS 2003**

[In terms of Regulation 3 of the Construction Regulations 2003, the successful Tenderer must complete and forward this form prior to commencement of work to the office of the Department of Labour.]

1. (a) Name and postal address of Contractor:
- (b) Name of Contractor's contact person:
Telephone number:
2. Contractor's compensation registration number:
3. (a) Name and postal address of client:
- (b) Name of client's contact person or agent:.....
Telephone number
4. (a) Name and postal address of designer(s) for the project:
- (b) Name of designer's contact person:
Telephone number
5. Name of Contractor's construction supervisor on site appointed in terms of
Regulation 6(1):
Telephone number:
6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2).
.....
7. Exact physical address of the construction site or site office:
8. Nature of the construction work:
9. Expected commencement date:
10. Expected completion date:
11. Estimated maximum number of persons on the construction site:
12. Planned number of subcontractors on the construction site accountable to Contractor:
13. Name(s) of subcontractors already chosen:

SIGNED BY:

CONTRACTOR:..... DATE:.....

CLIENT:..... DATE:.....

FORM V: UIF Registration Certificate

Tenderers to attach copy of UIF Registration Certificate

FORM W: Certificate of Municipal Services

Information required in terms of the Harry Gwala District Municipality's Supply Chain Management Policy. Latest municipal services account statement must be attached.

Tender Number: HGDM 686/HGDM/2020
Name of the Tenderer: _____

FURTHER DETAILS OF THE BIDDER/S: Proprietor / Director(s) / Partners, etc:

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, _____, the undersigned,
(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

 Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at _____ on the _____ day of _____ 2020

Please note:

Even if the requested information is not applicable to the Bidder, the table above should be endorsed NOT APPLICABLE and THIS DECLARATION MUST STILL BE SIGNED.

MUNICIPAL SERVICES STATEMENT

Tenderers are to attach the latest statement (not more than 3 months old) from the municipality where the Tenderer receives municipal services

WATER AND WASTEWATER QUALITY SAMPLING

CONTRACT N^o HGDM 686/HGDM/2020

**THE SCOPE OF WORKS ENTAILS THE TAKING OF WATER AND WASTE WATER SAMPLES AT
PREDETERMINED SAMPLING POINTS WITHIN THE HARRY GWALA DISTRICT SITES AND
TRANSPORTING THE SAMPLES TO AN ACCREDITED LABORATORY FOR ANALYSIS AS AND
WHEN REQUIRED BY THE MUNICIPALITY FOR THE PERIOD OF 36 MONHTS.**

PART C1: AGREEMENTS AND CONTRACT DATA

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PART C1: AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

A: Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a Contract for the procurement of:

CONTRACT HGDM 686/HGDM/2020

THE SCOPE OF WORKS ENTAILS THE TAKING OF WATER AND WASTE WATER SAMPLES AT PREDETERMINED SAMPLING POINTS WITHIN THE HARRY GWALA DISTRICT SITES AND TRANSPORTING THE SAMPLES TO AN ACCREDITED LABORATORY FOR ANALYSIS AS AND WHEN REQUIRED BY THE MUNICIPALITY FOR THE PERIOD OF 36 MONHTS.

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

By the representative of the tenderer, deemed to be duly authorized, signing this apart 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 PRICE INCLUSIVE OF VALUE ADDED TAX (VAT) IS

.....
.....
..... Rand (in words);
R(in figures),

This offer may be accepted by the employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the 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.

Signature:

Name: *(in capitals)*

Capacity:

Name of Tenderer *(organisation):*

Address:
.....
.....

Tel: **Fax:**

Witness:

Signature: **Name:**

Date: **CIDB Registration N°:**

B: 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 C1 Agreements and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work
- Part C4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working 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.

Signature:

Name: *(in capitals)*

Capacity:

Name of Employer (organisation):

Address:
.....

Witness:

Signature: **Name:**

Date:

C: Schedule of Deviations

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.

Subject _____
Details _____

Subject _____
Details _____

Subject _____
Details _____

Subject _____
Details _____

Subject _____
Details _____

By the duly authorised representatives signing this agreement, 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 changes 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.

Signature:

Name:

Capacity:

Tenderer: *(Name and address of organisation)*
.....

Witness :

Signature:

Name:

Date:

FOR THE EMPLOYER

Signature:

Name:

Capacity:

Employer: *(Name and address of organisation)*
.....

Witness :

Signature:

Name:

Date:

D: Confirmation of Receipt

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

The(day)
of(month)
20.....(year)
at(place)

For the Contractor:

.....
Signature
.....
Name
.....
Capacity

Signature and Name of Witness:

.....
Signature
.....
Name

PART C1.2 CONTRACT DATA

C1.2.1 General Conditions of Contract

The standard specifications on which this contract is based are the **SABS 1200 Standardized Specifications**.

Additional Documents:

The General Conditions of Contract for Construction Works (2ND Edition 2010) published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685 is applicable to this contract.

Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel 011- 805 5947, Fax: 011 – 805 5971).

The Contract Data referred to in the General Conditions of Contract follow, with the Data to be completed Employer furnished. The Tenderer is to provide his details in the spaces provided.

C1.2.2 Contract Data Provided by Employer

CONTRACT N^o HGDM 686/HGDM/2020

THE SCOPE OF WORKS ENTAILS THE TAKING OF WATER AND WASTE WATER SAMPLES AT PREDETERMINED SAMPLING POINTS WITHIN THE HARRY GWALA DISTRICT SITES AND TRANSPORTING THE SAMPLES TO AN ACCREDITED LABORATORY FOR ANALYSIS AS AND WHEN REQUIRED BY THE MUNICIPALITY FOR THE PERIOD OF 36 MONTHS.

	GCC 2010 Clause	
Defects Liability Period	1.1.1.13	(N/A)
Name of Employer	1.1.1.15	Harry Gwala District Municipality
Address of Employer	1.2.1.2	40 main Street, Ixopo, 3276 Harry Gwala District Municipality P O Box X501 IXOPO 3276 Email address: Tel N ^o : +27 39 834 8700 Fax N ^o : +27 39 834 2259
Name of Engineer	1.1.1.16	Water Services Department
Address of the Engineer	1.2.1.2	40 main Street, Ixopo, 3276 Harry Gwala District Municipality P O Box X501 IXOPO 3276 Email address: Tel N ^o : +27 39 834 8700 Fax N ^o : +27 39 834 2259
Pricing Strategy	1.1.1.26	Fixed Price Contract
Subcontracting	4.4.7	Add the following new Clause: The contractor will be required to subcontract up to a maximum of 30% of the work to local subcontractors. The work to be subcontracted will be agreed with the Employer
Documentation Required Before Commencement of Construction Works	5.3.1	Security (Refer to Clause 6.2) Insurances (Refer to Clause 8.6)
Time to Submit the Documentation Before Commencement with the Works	5.3.2	14 days after commencement date

**HARRY GWALA DISTRICT MUNICIPALITY
WATER AND WASTEWATER QUALITY SAMPLING: CONTRACT HGDM 686/HGDM/2020**

	GCC 2010 Clause	
Special Non working days	5.8.1	1. Public Holidays 2. The year-end break commencing on the first day working day after 15 December and ending on the first Tuesday after 5 January of the next year
Area for Producer Price Index		Pietermaritzburg
Base Month		Month before closing date of Tenders
Value of Plant and Material Supplied by Employer to be included in the insurance sum	8.6.1.1.2	Nil
Dispute Resolution	10.5.1	Standing Adjudication Board
Number of Adjudication Board Members to be Appointed	10.5.3	One
Dispute Determination	10.7.1	Dispute Determination shall be by Arbitration

SIGNATURE OF TENDERER:

DATE:

C1.2.3 Data Provided by the Contractor

	GCC 2010 Clause																			
Name of Contractor	1.1.1.9																		
Address of Contractor (Physical and Postal)	1.2.1.2																		
Tel:																			
Fax:																			
Email:																			
Security to be Provided by Contractor	6.2.1	Refer to Table Below																		
<table border="1"> <thead> <tr> <th>Type of Security</th> <th>Contractor's Choice (Indicate "YES" or "NO")</th> </tr> </thead> <tbody> <tr> <td><i>Is Value Added Tax included in the Contract Sum and value of Works for calculating percentages?</i></td> <td></td> </tr> <tr> <td>Cash deposit of% of the Contract Sum</td> <td></td> </tr> <tr> <td>Performance Guarantee of% of the Contract Sum</td> <td></td> </tr> <tr> <td>Retention of% of the value of Works</td> <td></td> </tr> <tr> <td>Cash Deposit of% of the Contract Sum plus Retention of% of the value of Works</td> <td></td> </tr> <tr> <td>Performance Guarantee of% of the Contract Sum plus Retention of% of the value of Works</td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>			Type of Security	Contractor's Choice (Indicate "YES" or "NO")	<i>Is Value Added Tax included in the Contract Sum and value of Works for calculating percentages?</i>		Cash deposit of% of the Contract Sum		Performance Guarantee of% of the Contract Sum		Retention of% of the value of Works		Cash Deposit of% of the Contract Sum plus Retention of% of the value of Works		Performance Guarantee of% of the Contract Sum plus Retention of% of the value of Works					
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Performance Guarantee of% of the Contract Sum plus Retention of% of the value of Works																				
Price variation of special materials*	6.8.3																		
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**HARRY GWALA DISTRICT MUNICIPALITY
WATER AND WASTEWATER QUALITY SAMPLING: CONTRACT HGDM 686/HGDM/2020**

Rate or price for base month of*	6.8.2	.....

Tenderers are to note that failure to provide a time for completion of the contract will invalidate the tender offer.

*** Delete inapplicable**

Signature:

Name of Signatory:

Date:

Name of Tenderer

C1.3: PERFORMANCE GUARANTEE

For use with the General Conditions of Contractor for Construction Works, Second Edition, 2010.

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

Physical Address:

“Employer” means:

“Contractor” means:

“Engineer” means:

“Works” means:

“Site” means:

“Contract” means: The agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive of tax of R
Amount in words:

.....

“Expiry Date” means:

CONTRACT DETAILS

Engineer issues; Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and / or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that :
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/ or the provisional/ final sequestration and / or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by Guarantor in terms of 4 or shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment of the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from his Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1994, as

amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

C1.4: DISCLOSURE STATEMENT

(Date).....

Contract: (Name).....

Contractor: (Name).....

Employer: (Name).....

Engineer: (Name).....

Dear Sirs,

I am willing and available to serve as (ad-hoc/standing) Adjudication Board Member in the above mentioned Contract.

In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

1. I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.
2. I had no previous involvement with this project.
3. I do not have any financial interest in this project.
4. I am not currently employed by the Contractor, Employer or Engineer.
5. I do not have any financial connections with the Contractor, Employer or Engineer.
6. I do not have or not have had a personal relationship with any authoritative member of the Contractor, Employer or the Engineer which could affect my impartiality.
7. I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect the same.

Should there be any deviation from the foregoing statements, details shall be given hereunder.

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

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting contract documentation.

Name in full:

Signature:

C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between **HARRY GWALA DISTRICT MUNICIPALITY** (hereinafter called the EMPLOYER) of the one part, herein represented by:

.....

in his capacity as:

AND:

(hereinafter called the CONTRACTOR) of the other part, herein represented by

.....

in his capacity as:

duly authorized to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

CONTRACT No: (CONTRACT TITLE)

.....
for the construction, completion and maintenance of the works;

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act Amendment Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. 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 thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's REPRESENTATIVE from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. 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 ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER 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 agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at for and on behalf of the
CONTRACTOR

on this the day of 20.....

SIGNATURE:.....

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.
2.

Thus signed at for and on behalf of the
EMPLOYER

on this the day of 20.....

SIGNATURE:.....

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.
2.

C1.6: ADJUDICATION BOARD MEMBER AGREEMENT

This Agreement is entered into between:

Adjudication Board Member: *(Name, physical address, postal address, email address, fax number, telephone number and mobile number)*.....
.....
.....

Contractor: *(Name, physical address, postal address, email address, fax number, telephone number and mobile number)*.....
.....
.....

Employer: *(Name, physical address, postal address, email address, fax number, telephone, number and mobile number)*.....
.....
.....

The contractor and the Employer will hereinafter be collectively referred to as “the Parties”.

The Parties entered into a Contract for
(name of project) which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Second Edition, 2010, must be referred to *(ad-hoc adjudication/standing adjudication**)*.

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Engineer for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.

6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent travelling :
 - a. A monthly retainer of R.....(*amount*) for(*number*) of months, and /or
 - b. A daily fee of R.....(*amount*) based on a(*number*) hour day, and /or
 - c. A hourly fee of R.....(*amount*), and /or
 - d. A non- recurrent appointment fee of R.....(*amount*) which shall be accounted for in the final sums payable.
8. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost.

Upon submission of an invoice for fees and expenses to the Parties, the (*Contractor/ Employer***) shall pay the full amount within 28 days of receipt of the invoice and he shall be reimbursed by the other party by half the amount so that the fees and expenses are borne equally by the Parties. Late payment of such invoice shall attract the interest at prime plus 3% points compounded monthly at the prime rate changed by the Adjudication Board Member's bank.

This Agreement is entered into by:

Contractor's Signature	:	.....
Contractor's name	:	.....
Place	:	.....
Date	:	.....
Employer's signature	:	.....
Employer's name	:	.....
Place	:	.....
Date	:	.....
Adjudication Board Member's signature	:	.....
Adjudication Board Member's name	:	.....
Place	:	.....
Date	:	.....

***Delete the inapplicable party*

WATER AND WASTEWATER QUALITY SAMPLING

CONTRACT N^o HGDM 686/HGDM/2020

**THE SCOPE OF WORKS ENTAILS THE TAKING OF WATER AND WASTE WATER SAMPLES AT
PREDETERMINED SAMPLING POINTS WITHIN THE HARRY GWALA DISTRICT SITES AND
TRANSPORTING THE SAMPLES TO AN ACCREDITED LABORATORY FOR ANALYSIS AS AND
WHEN REQUIRED BY THE MUNICIPALITY FOR THE PERIOD OF 36 MONHTS.**

PART C2: PRICING DATA

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C2.2 Schedule of Quantities	PD8

PART C2: PRICING DATA

C2.1 Pricing Instructions

- 1 The Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

Should the Tenderer group a number of items together and tender one sum for such group of items, the single tendered sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 7 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

8 PROVISIONAL SUM

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payments for the Work done under such items will be made accordance with Clause 6.6 of GCC 2010 (2nd Edition) of the General Condition of Contract. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract, such approval shall be granted by the Executive Director Infrastructure Services as delegated by the Accounting Officer.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the stated provisional percentages and sums in the Summary of the Bill of Quantities, will not be permissible.

9 CONTINGENCY

The sum provided under contingency in the Bill of Quantities is under the sole control of Employer and may be deducted in whole or in part and shall only be expended by order of the Employer as Variation Order. The use of contingency shall be upon approval by the Executive Director Infrastructure Services as delegated by the Accounting Officer.
Director Infrastructure Services as delegated by the Accounting Officer.

10 PAYMENT FOR THE LABOUR-INTENSIVE COMPONENT OF THE WORKS

Those parts of the works to be constructed using labour-intensive methods are marked in the bill of quantities with the letters LI either in a separate column or as a prefix or suffix against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a deviation from the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.

Where minimum labour intensity is specified in the design, the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity targets.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict

11. Linkage of Payment for Labour-Intensive Component of Works to Submission of Project Data

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframes stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted. The client may institute a penalty relating to outstanding labour information.

The following information shall be maintained on site and submitted in electronic/hard copy formats:

- Certified ID copies of all locally employed labour
- Signed Contracts between the employer and the EPWP Participants
- Attendance Registers for the EPWP Participants
- Proof of Payment of EPWP Employees
- Monthly Reporting Template as per EPWP requirements

10 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum
No.	=	number

11 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

- Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
- Quantity : The number of units of work for each item
- Rate : The payment per unit of work at which the Tenderer tenders to do the work
- Amount : The quantity of an item multiplied by the tendered rate of the (same) item
- Sum : An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

C2.2 Schedule of Quantities

BILL OF QUANTITY: HARRY GWALA DISTRICT MUNICIPALITY

WATER AND WASTEWATER QUALITY SAMPLING CONTRACT

HARRY GWALA DISTRICT MUNICIPALITY
 WATER AND WASTEWATER QUALITY SAMPLING: CONTRACT HGDM 686/HGDM/2020

Item	Description	Unit	Qty	Rate	Total
1.1	<u>Travelling cost</u> From base station to Greater kokstad LM, Ubhlebezwe LM, Umzimkhulu LM, Dr NDZ LM sampling sites and delivering samples to accredited laboratory in Pietermaritzburg. <i>(Base station to be within Harry Gwala DM)</i>	R/km	Rate only		
1.2	<u>Sampling cost</u> Sampling and preserving samples for transportation to laboratory. <ul style="list-style-type: none"> • Sampling cycle = Weekly 	Monthly	Rate only		
TOTAL SUPPLY COST:					

SUMMARY OF SCHEDULE OF QUANTITIES

Description	Total Cost (excl). VAT
Water and Wastewater Quality Sampling	
Sub-Total	
Year 1 % Escalation	
Sub-Total	
Year 2 % Escalation	
Sub-Total	
VAT	
TOTAL	

.....

Signed:

.....

Date:

SCOPE OF WORK

CONTENTS

C3.1 STANDARD SPECIFICATIONS

C3.2 PROJECT SPECIFICATIONS

A: GENERAL

PS.1 PROJECT DESCRIPTION

C3.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the **South African National Standard (SANS) 241 Specifications**.

QUALITY

All materials used in this contract shall comply with the relevant SABS Specification (as amended) or particular specification as noted.

C3.2 PROJECT SPECIFICATIONS

Prospective tenderers are hereby invited to tender for the appointment of qualified and experienced Samplers to do sampling of water and waste water samples and transporting samples to an accredited laboratory for a period of 36 months.

The following services are required by the Harry Gwala District Municipality.

(a) GENERAL

The scope of works entails the taking of water and waste water samples at predetermined sampling points within the Harry Gwala district sites and transporting the samples to an accredited laboratory for analysis and when required by the municipality.

The purpose of this enquiry is to obtain rates from suitable Samplers.

(b) SPECIAL CONDITIONS OF TENDER

The successful Contractor will enter into a 36 months contract with Harry Gwala District Municipality, which together with specifications will form the contract agreement between the supplier and Harry Gwala District Municipality.

The submitted price to be fixed and no escalation will be allowed over the contract period including possible extensions of time to be granted to the supplier, bearing in mind that Harry Gwala District Municipality has 90 working days to award contract.

Harry Gwala District Municipality has the right to remove sections of the work from the scope and undertake some with their own or other resources, always with the understanding that it will be done after giving due notice and agreement with the supplier. Harry Gwala District Municipality is under no obligation to award the quotation to any, or the lowest bidder.

The supplier must hand in the completed document with all pages attached under his cover letter stating the final **amount excluding VAT** as well as indicating his lead time required for establishment in weeks. Any special requirements or alterations must be detailed in the cover letter.

Employment of Labor

It is the intention that this Contract should make the maximum possible use of the labour force which is at present underemployed.