

HARRY GWALA DISTRICT MUNICIPALITY



PANEL OF CONTRACTORS FOR THE CONSTRUCTION, MAINTENANCE SUPPORT & EMERGENCY WORK ON WATER AND SANITATION PROJECTS FOR A PERIOD OF 36 MONTHS

CONTRACT No. HGDM825/HGDM/2023

**CIDB CONTRACTOR GRADING
From 5CE TO 8CE or Higher**

SEPTEMBER 2023

NAME OF TENDERER	
ADDRESS OF TENDERER	
TELEPHONE	
FAX	
TENDER SUM	

TENDER CLOSING DATE: 27 October 2023



EXPANDED PUBLIC WORKS PROGRAMME
Creating opportunities towards human fulfillment

THE HARRY GWALA DISTRICT MUNICIPALITY

CONTRACT No. HGDM825/HGDM/2023

**PANEL OF CONTRACTORS FOR CONSTRUCTION, MAINTENANCE SUPPORT AND
EMERGENCY WORK ON WATER AND SANITATION PROJECTS FOR A PERIOD OF 36
MONTHS (CIDB GRADING 5CE TO 8CE)**

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8.1	Tenderers are advised to check the number of pages and should any be missing or duplicated, or the reproduction thereof indistinct, or any descriptions ambiguous, or if this document contains any obvious errors they shall inform the Supply Chain Management or the Employer at once and have same rectified. No liability whatsoever will be incurred by the Council in respect of errors in any tender due to the Tenderer's failure to observe this requirement.	



**HARRY GWALA DISTRICT MUNICIPALITY
WATER SERVICES DEPARTMENT**

BID NOTICE

BID INVITATION

Bids are hereby invited from qualified and experienced Bidders to be placed in a panel of contractors for the construction, maintenance support and emergency work on water and sanitation projects for a period of 36months for the Harry Gwala District municipality.

PROJECT NAME	CIDB GRADING	TENDER NUMBER	CLOSING DATE
PANEL OF CONTRACTORS FOR THE CONSTRUCTION, MAINTENANCE SUPPORT AND EMERGENCY WORK ON WATER AND SANITATION PROJECTS	5CE-8CE OR HIGHER	Contract No. HGDM 825/HGDM/2023	27 October 2023 @ 12h00

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

- Central Supplier database registration
- Utility bill: municipal statement/lease agreement/affidavit confirming non payment of municipal services
- JV Agreement (if applicable);
- A signed MBD4 form must be submitted with all bids (available on our website or at reception)

The following will apply in all the above bids:

- Valid tax certificate or SARS pin
- A firm delivery period must be indicated;
- All tenders must be valid for 90 days after the tender closing date;
- Functionality will be calculated to be placed in the panel.

FUNCTIONALITY

STAGE 1: FUNCTIONALITY			Reference page												
1	No number of similar projects completed	Points Earned = 30													
	<p>Experience of bidder in Water pipeline or Sewer (waterborne) projects.</p> <ul style="list-style-type: none"> Submit a list of all water & sanitation projects completed with appointment letters and completion certificates A copy of the Appointment Letter and Completion Certificate per project to be attached in order to claim points during the evaluation process. Failure to submit the above will result in zero (0) points being allocated. 	<table> <tr> <td>More than 5 projects</td> <td>30 points</td> </tr> <tr> <td>4 projects</td> <td>26 points</td> </tr> <tr> <td>3 projects</td> <td>22 points</td> </tr> <tr> <td>2 projects</td> <td>18 points</td> </tr> <tr> <td>1 project</td> <td>14 points</td> </tr> <tr> <td>0 projects</td> <td>0 points</td> </tr> </table>	More than 5 projects	30 points	4 projects	26 points	3 projects	22 points	2 projects	18 points	1 project	14 points	0 projects	0 points	
More than 5 projects	30 points														
4 projects	26 points														
3 projects	22 points														
2 projects	18 points														
1 project	14 points														
0 projects	0 points														
2	Contracts Manager	Points Earned = 35													
	<p>(a) Experience in Water or Sewer (Waterborne) Construction Projects</p> <ul style="list-style-type: none"> Submit CV with list of all water & sanitation projects completed, clearly indicating project durations (years & months) and dates together with contact details Failure to submit the above will result in zero (0) points being allocated. 	<table> <tr> <td>5 years and above</td> <td>15 points</td> </tr> <tr> <td>3 - 4 years</td> <td>10 points</td> </tr> <tr> <td>1 - 2 years</td> <td>5 points</td> </tr> <tr> <td>0</td> <td>0 points</td> </tr> </table>	5 years and above	15 points	3 - 4 years	10 points	1 - 2 years	5 points	0	0 points					
5 years and above	15 points														
3 - 4 years	10 points														
1 - 2 years	5 points														
0	0 points														
	<p>(b) Technical Qualifications</p> <ul style="list-style-type: none"> certified copies of qualifications and ID to be submitted Failure to submit the above will result in zero (0) points being allocated. 	<table> <tr> <td>Professional Registration with (ECSA, PMI or SACPCMP)</td> <td>20 points</td> </tr> <tr> <td>BSc or B-Tech</td> <td>10 points</td> </tr> <tr> <td>Diploma</td> <td>5 points</td> </tr> <tr> <td>NQF 1 - 5</td> <td>3 points</td> </tr> </table>	Professional Registration with (ECSA, PMI or SACPCMP)	20 points	BSc or B-Tech	10 points	Diploma	5 points	NQF 1 - 5	3 points					
Professional Registration with (ECSA, PMI or SACPCMP)	20 points														
BSc or B-Tech	10 points														
Diploma	5 points														
NQF 1 - 5	3 points														

3	Construction Manager		Points Earned = 10
	<p>(a) Experience in Water or Sewer (Waterborne) Construction Projects</p> <ul style="list-style-type: none"> Submit CV with list of all water & sanitation projects completed, clearly indicating project durations (years & months) and dates together with contact details Failure to submit the above will result in zero (0) points being allocated. 	<p>10 years and above</p> <p>5 - 9 years</p> <p>2 - 4 years</p> <p>1 year</p> <p>0</p>	<p>10 points</p> <p>8 points</p> <p>5 points</p> <p>2 points</p> <p>0 points</p>
4	Construction Supervisor (Foreman)		Points Earned = 5
	<p>(a) Experience in Water or Sewer (Waterborne) Construction Projects</p> <ul style="list-style-type: none"> Submit CV with list of all water & sanitation projects completed, clearly indicating project durations (years & months) and dates together with contact details Failure to submit the above will result in zero (0) points being allocated. 	<p>10 years and above</p> <p>5 - 9 years</p> <p>2 - 4 years</p> <p>1 year</p> <p>0</p>	<p>5 points</p> <p>3 points</p> <p>2 points</p> <p>1 points</p> <p>0 points</p>
5	Quality Control Procedures		Points Earned = 10
	<p>(a) Standard Operating Procedures</p> <ul style="list-style-type: none"> Submission of a quality management plan Non-Submission of a quality management plan 	<p>10</p> <p>0</p>	
6	Health and Safety		Points Earned = 10
	<p>(a) Competency in implementing Health and Safety on a Construction project</p> <ul style="list-style-type: none"> Submission of a Health and Safety Management Plan Non-Submission of a Health and Safety Management 	<p>10</p> <p>0</p>	
TOTAL POINTS			100 points

Functionality threshold for 7CE or 8CE or higher = 75% or minimum of 75 points for bidder to be selected to participate in a close tender process.

Functionality threshold for 5CE or 6CE = 65% or minimum of 65 points for bidder to be selected to participate in a close tender process.

Contractors will only be evaluated on the functionality. All contractors that pass the functionality stage will be placed in a panel of contractors. Preference points and price will only be evaluated per works order.

COLLECTION OF BID DOCUMENTS

Bid documents may be collected from the **09 October 2023** between **09h00 to 16h00** at Harry Gwala District Municipality Offices, Finance Services Department, situated at Ixopo 40 Main Street, Ixopo 3276. Tender documents will be issued upon payment of a non-refundable cash fee of **R 500 .00** each. Bid documents can also be downloaded on municipal website: www.harrygwaladm.gov.za

CLOSING DATE

The closing date for the bids is as per the table above. Bids must be enclosed in **SEALED ENVELOPES** and clearly labelled with the contract number and project name 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 bid enquiries and other matters shall be directed to the Executive Director: Infrastructure Service: Mr. N. Biyase during working hours on Tel.:039-834 8704.

.....
GM. Sineke
Municipal Manager

THE HARRY GWALA DISTRICT MUNICIPALITY

STANDARD CONDITIONS OF TENDER

1. DOCUMENTS

This document comprises of the Standard Conditions of Tender, Standard Conditions of Contract, Special Conditions of Contract (if any), Legislation, Definitions, Specifications, Pricing Schedule (if applicable), Tender Form, Drawings (if any), Data Sheets and Annexures thereto.

2. COMPULSORY SITE INSPECTION/TENDER BRIEFING MEETING

No briefing session required for this panel of contractors.

3. SUBMISSION OF TENDERS

Tenders must be made out on the Tender Form annexed hereto. Tenderers are advised that this document must be completed in ink and submitted in its entirety. Failure to comply with this condition shall result in the tender being disqualified.

Only original hand written priced tender documents will be considered. Tenders submitted by electronic mail, telex or facsimile shall not be considered. ***The use of correction fluid is strictly prohibited.*** All corrections are to be countersigned.

Tenderers using Courier Companies or any other mode of transport to deliver their tender documents must ensure that the tender documents are delivered to the Harry Gwala District Municipality, 40 Main Street, Ixopo, 3276, and placed in the Tender Box situated in reception area. The Council shall not be held liable for any tender document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the Courier Company or any other party involved in the delivery of the tender documents, including any employee of the Council.

Sealed tenders endorsed with the appropriate contract number, must reach the Harry Gwala District Municipality, Ixopo not later than the closing date and time stated in the public advertisement inviting tenders, when they will be opened in public. Under no circumstances will any extension of time be allowed for the submission of tenders. Tenders shall remain valid for 90 days from the date of opening, except for the initial five (5) working days grace period after the close of tenders within which period a tenderer may be permitted to withdraw its tender subject to an application with good and sufficient reasons being submitted in writing to obtain approval of such withdrawal, at the sole discretion of the Head: Supply Chain Management.

All literature submitted must be securely attached to the tender. The Council shall not be held liable for any loss or damages sustained due to the Tenderer's failure to comply with this condition.

In the case of a Tenderer withdrawing its tender after the expiry of the grace period, the Council may refuse to receive or consider, for such period as it may think fit, any further tenders from that Tenderer.

4. COMMUNICATION WITH MEMBERS OF THE COUNCIL OR COUNCIL EMPLOYEES

Without detracting from any prevailing law, no Tenderer shall offer, promise or give any person or persons connected with the adjudication, or awarding of the tender, any gratuity, bonus, discount or consideration of any kind in connection with the obtaining of a contract. Nor shall any Tenderer communicate with any member of the Council or a Council employee on a question affecting the awarding of a contract which is the subject of a tender, during the period between the closing date of tenders and the date of notification of the successful Tenderer; provided always that the Supply Chain Management may, in exceptional circumstances, obtain additional information from a Tenderer to enable her to formulate her recommendation to Council.

Any attempt to contravene this condition which is brought to the notice of the Supply Chain Management shall result in the disqualification of the Tenderer.

Prospective Tenderers are further advised that s118 of the Municipal Finance Management Act prohibits the interference, by any person, with the supply chain management system of the Municipality and the amendment of or tampering with any tender, quotation, contract or bid after its submission.

5. IMPORT PERMITS

The Council will not undertake to secure any import permits or currency for the import of any goods or materials required for the execution of this contract. The Tenderer must apply directly for any import permits or currency needed. However, the Council will furnish the successful Tenderer with a supporting statement, if required.

6. REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)

The National Treasury's Central Supplier Database (CSD) has been open for registration from 01 September 2015. The CSD serves as one single source of supplier information to all spheres of government.

Within this system, suppliers are required to register once when they do business with the state. This will significantly reduce the administrative burden for businesses, especially small and medium sized enterprises. The database interfaces with the South African Revenue Service (SARS), the Companies and Intellectual Property Commission (CIPC) and the payroll system. It will electronically verify a supplier's tax and enable public sector officials doing business with the state to be identified.

All prospective suppliers can register any time on the CSD website www.csd.gov.za

Prospective suppliers may also visit the Provincial Treasury Database office situated at Treasury House, Ground Floor, 145 Chief Albert Luthuli Road, Pietermaritzburg from 08h00 to 15h00, Mondays to Fridays, for any assistance with on-line registration on CSD.

For further information or enquiries, please contact 033 – 897 4516 / 033 – 897 4212 / 033 – 897 4624 / 033 – 897 4535 / 033 – 897 4676 / 033 – 897 4509 or Toll-Free at 0800 201 049 during office hours or via e-mail at database@kzntreasury.gov.za.

In order for Council to verify your Company's registration with CSD, please provide the following information for verification purposes:-

CSD Supplier Number	
Unique Registration Reference Number	

7. **TAX CLEARANCE CERTIFICATE REQUIREMENTS**

It is a condition of tender that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the tenderer's tax obligations.

Tenderers shall be required to submit, together with the tender document, a **valid original** Tax Clearance Certificate or a Tax Compliance Status Verification Pin issued by SARS. Failure to submit a valid original Tax Clearance Certificate or a Tax Compliance Status Verification Pin will result in the invalidation and disqualification of the tender. **Certified copies of the Tax Clearance Certificate will not be acceptable.**

Further to the above, Tenderers are to note that the Tax Clearance Certificate must be valid for the full duration of the tender validity period i.e. three (3) months commencing from the closing date of the tender.

Should the validity of the Tax Clearance Certificate expire prior to the final award of the contract being made, the Council reserves the right to request the Tenderer to submit a further valid Tax Clearance Certificate. In this instance, the Tenderer shall be given seven (7) working days written notice in which to comply. Should the Tenderer fail to comply with this request, the Council further reserves the right to make no award to the Tenderer and the Council shall not be held liable for any loss or damages sustained by the Tenderer.

CSD Supplier Number	
Unique Registration Reference Number	

8. **RATES**

When necessary during issuing of work packages the prices, rates or percentages quoted in the proposal shall be deemed to include all costs, including but not limited to materials, plant, labour, patent rights and royalties, freight, insurance, customs, railage, delivery, etc., unless the Service Provider states otherwise in the proposal.

9. **INCOMPLETE TENDERING**

Tenders may be rejected if they show any additional, conditional or incomplete offers or irregularities of any kind in either the Tender Form or the Pricing Schedule, or if the prices tendered in the Schedule are not market related i.e. the tendered rates does not conform to current day prices.

Partial awards **may** be made where this is perceived by the Supply Chain Management or the Engineer to be in the best interests of the Council.

Should there be any difference or discrepancy between the prices and particulars contained in the Tender Form and those contained in any covering letter submitted by the Tenderer, the prices and particulars contained in the Tender Form shall prevail.

10. ACCEPTANCE OF ANY TENDER

The Council does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender.

Where less than three (3) tenders are received, the Supply Chain Management reserves the right to purchase such items on the open market notwithstanding the acceptance of an offer.

The procedure which will be followed with the acceptance of a tender is as follows:

No formal agreement will be signed.

A letter of acceptance stipulating which rate/s has been accepted will be sent by the Supply Chain Management to the Tenderer. The tender documents, together with the letter of acceptance, shall constitute a binding agreement between the Tenderer and the Council.

Unless otherwise stipulated in the covering letter submitted with the tender, the Tenderer shall have waived, renounced and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of the tender which are in conflict with the Council's Conditions of Tender and the Standard Conditions of Contract. The Tenderer is warned that any material divergence from the official conditions or specification may render the tender liable to disqualification.

11. DOMICILIUM CITANDI ET EXECUTANDI

For the purpose of the service of all documents and the giving of notice as may be required in terms of this contract, or as a result of any action arising in conjunction with it, the Council chooses Harry Gwala District Municipality, 40 Main Street, Ixopo, 3276 as its *domicilium citandi et executandi*.

The Tenderer's *domicilium citandi et executandi* shall be whatever street address is given in the Tender Form attached hereto.

Either party may, at any time, give one (1) month notice, in writing, of a change of its *domicilium citandi et executandi* provided that such address shall be within the Republic of South Africa.

12. DATA SHEETS

Tenderers shall be required to complete all Data Sheets and the Tender Form attached hereto in their entirety for adjudication purposes. Where Data Sheets and/or any other documentation as contained herein are required to be commissioned, such Data Sheets and/or documentation must be stamped and signed by a Commissioner of Oaths (where applicable). **Failure to comply with these provisions will render the offer unresponsive (invalid).**

13. PROHIBITION ON AWARDS TO PERSONS IN THE SERVICE OF THE STATE

The Supply Chain Management Regulations states that the Council may not make any award to a person:-

- (a) who is in the service of the state ;
- (b) if that person is not a natural person, of which and director, manager, principal shareholder or stakeholder is a person in the service of the state; or
- (c) who is an advisor or consultant contracted with the municipality or municipal entity.

14. MUNICIPAL FEES/ACCOUNTS

All Tenderers are to sign the Declaration herein declaring that their Municipal Fees/Accounts are in order, or that proper arrangements have been made with the Council. Tenderers must include the relevant account numbers in the declaration.

15. JOINT VENTURE AGREEMENTS AND CONSORTIUMS

Tenderers intending to tender in the form of Joint Ventures / Consortiums **must submit** the following documentation together with the tender:

- 1) Original valid Tax Clearance Certificates or a Tax Compliance Status Verification Pins issued by SARS of all parties of the Joint Venture/Consortium;
- 2) All parties of the Joint Venture/Consortium must submit signed copies of:
 - a) The Declaration of Interest Form;
 - b) The Declaration of Bidder's Past Supply Chain Management Practices Form, and
 - c) The Certificate of Independent Bid Determination Form.
- 3) An undertaking duly signed by all parties of the Joint Venture/Consortium indicating their intention to enter into an agreement for the purposes of this contract, and,

Further to the above, the name of the Joint Venture/Consortium must appear on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification.

16. ADJUDICATION CRITERIA

The Functionality for Stage One shall be evaluated on the criteria as outlined in the Tender Document herein.

17. **COMBATIVE TENDERING**

The Supply Chain Management Regulations states that Combative tendering practices are unethical and illegal. These include but are not limited to:

- (i) Suggestions to fictitious lower quotations;
- (ii) Reference to non-existent competition;
- (iii) Exploiting errors in bids;
- (iv) Soliciting bids from Tenderers whose names appear on the list of restricted bidders/suppliers/persons, and,
- (v) Submission of two bids by a Tenderer.

Any attempt by a Tenderer to contravene this condition which is brought to the notice of the Municipal Manager or the Supply Chain Management shall result in the disqualification of the tender. The Council further reserves the right to take any other action as it may deem necessary.

18 **SPECIAL CONDITIONS OF TENDER**

18.1 EMPLOYER'S OBJECTIVES

- ✓ The municipalities objective is to provide for a range of civil engineering construction works over a 3 year term, on an as and when instructed basis to deal with construction works, emergencies as well as maintenance.
- ✓ The works will have varying complexities and associated risks, value and scope, environmental conditions and adverse traffic conditions and other circumstances.
- ✓ Successful tenderers will be appointed to the Framework Contract to enable available pools of competent qualified Contractors contracted to serve the Employer's needs and requirements whenever such emergency works with associated services are required.

18.2 DESCRIPTION OF THE FRAMEWORK

- ✓ The Employer will enter into a number of Framework Contracts or Service Level Agreements with Contractors following a functionality selection process, for services for a term of (3) years.

18.2.1 **Composition of the Framework**

All qualifying tenderers per work type in the targeted CIDB category will be considered for inclusion in the Framework Contract. Contractors will be evaluated in 3 categories for inclusion in the Framework Contract to be formed based on the estimated value of work. The 3 categories will be as follows:

1. Minor works
2. Intermediate works
3. Major works

- ✓ Minor works shall be for CIDB grades 5CE, Intermediate works for 5 and 6 CE contractors and major works only for 7CE and above contractors.
- ✓ The Employer will make a discretion for any emergency or maintenance works and the Employer reserves the right to appoint any civil engineering contractor in any category of the works for specialist works if it is deemed necessary.
- ✓ The Employer will determine the category of work for the Tenderer based on the information provided. The Framework will consist of all responsive tenderers for each Type of Work in each category

18.2.2. Work Category

- ✓ The Employer and or Employer's Agent will consider the nature and scope of the emergency / maintenance work / capital projects and determine the most appropriate and formulate a Works Order / Task Order
- ✓ Type of Work and assess the value of the work to determine whether it is categorised as minor, Intermediate or Major work.

18.2.3 Contractor Selection process – Work Complexity

The selection criteria once work packages (framework contracts) are finalized will be as follows:

	Process Definition	Timeframes
1	Notice or Advertisement	7 days
2	Evaluation of Bids	10 days
3	Adjudication of Bids	3 days
4	Appointment Letters	1 day
		21 days in total
5	Appeals Process	14 days
6	Project Kick-Off	Dependent of project duration

*The municipality will determine whether the circumstances, nature or complexity of the work allows for competitive tenders or whether the complexity or situation warrants in his or her opinion, an appointment of the most qualified and competent contract.

18.2.4 Quantum of Work

No guarantee of any quantum of work is given under this Framework Contract.

18.2.5 Contract Period

The term of the Framework contract is for 3 years (36 months). Contractors can only be issued with Task Orders to provide the services within the term of the Framework Contract.

18.2.6 Contractor Performance

Any contractor who fails to perform satisfactorily during the term of the Framework Contract, and/or whose previous contract issued under the Works Framework Contract or Task Order has been terminated for non-performance, will be advised accordingly and will not be invited to tender again for any Works Order.

18.2.7 Task Order Appeals Process

Works Task Orders may preclude the application of an appeal process. Any issues or queries in terms of any Works Order may be addressed to the Municipalities Legal Services for a considered response.

18.2.8 Limitation on number of concurrent awards

Contractors will not be eligible for the award of further Task Orders when the value of remaining work issued under prior Task Order(s), as determined by the Employer's Agent or Employer, exceeds 300% of the Upper Limit Tender Value of their CIDB grade, (unless, in the opinion of the Employer, the extent of emergencies experienced requires Contractors to work beyond such threshold).

Where a specific contractor is deemed to have been awarded such levels and extend of work that, in the opinion of the Employer, they would not be able to respond timeously or have been awarded a suitable proportion of the total works available, in order to ensure sharing of opportunities amongst contractors, such contractors will not be invited to tender for Works Task Orders arising.

18.2.9 Method of reimbursement

Contractors may be awarded a Works Order and be remunerated on a re-measurement basis, lump sum basis or on a proven costs basis with a percentage mark-up for administration, profit and overhead costs, (as stated in the Contract Data); such mark-up shall be to a maximum of 15%, or as may be amended from time to time by the Employer; (such amendment shall be approved by the Accounting Officer); the method of payment will be determined by the Employer as and when the Taskorder is issued, based on the nature of the works.

The percentage mark-up shall cover all costs all necessary costs to perform the intended work.

18.2.10 Award Process

Refer to 18.2.3 as per SCM policy or as may be amended by council will be awarded by SCM

18.2.11 Task Order structure (Framework Contract / Works Order)

The Task Orders shall indicate who the Employer's Agent is. The Employer's Agent is fully empowered to act on behalf of the Employer for the services covered by the Task Order. The Employer's Agent will accept, or not accept, the Contractor's assessment of the amount due in terms of the contract.

The Task Orders will provide details of the precise nature of the services required and any task specific requirements. Where necessary, for specialist works, additional eligibility requirements relevant to nature of the services required may be included in the call for quotations for a Task Order.

The following will be covered in detail as part of the Scope of Works for each individual Task Order:

- Scope of Work
- Programme, Method of Work, and Accommodation of Traffic
- Services (general)
- Services (specific)
- Management of the Environment
- Occupational Health and Safety
- Procurement Process

18.3 ONGOING MANAGEMENT OF THE FRAMEWORK

Experience of key personnel will be assessed at the time of tender. Staff reflected must be currently employed by the Tenderer at the time of tender. Should such key staff no longer be employed by the Contractor during the framework term, it is the Contractor's responsibility to immediately inform the Employer's Agent of such changes, who shall evaluate the replacement to ensure such is equivalent or better than originally tendered. Failure to provide required suitable staff will result in the Contractor being suspended from the panel.

THE HARRY GWALA DISTRICT MUNICIPALITY

LEGISLATION

1.0 GENERAL

1.1 Contractors will be deemed by virtue of submitting a tender to have undertaken to be aware of and comply fully for all purposes under this contract with all current legislation and related regulations. The following Acts, as amended from time to time, are listed for the attention of the Contractor, without prejudice and without in any way relieving the Contractor of the obligation to continuously comply with all the laws of South Africa for the entire duration of this contract, the cost of so doing being expressly included in the contract sum. It is the sole duty of the Contractor to ensure that it acquaints itself and complies with all applicable legislation.

The Council shall not be liable in any way whatsoever for any errors or omissions in the legislation listed herein.

2.0 THE OCCUPATIONAL, HEALTH AND SAFETY ACT (ACT 85 OF 1993) (OHS ACT)

2.1 The OHS Act covers *inter alia* "any work in connection with –

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building;
- b) the installation, erection or dismantling of machinery;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project;
- d) the moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).

It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandator and that the Contractor is the Mandatory in terms of the OHS Act.

2.2 The OHS Act covers *inter alia* "any work in connection with -

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building;
- b) the installation, erection or dismantling of machinery;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project; and
- d) the moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).

It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandator and that the Contractor is the Mandatory in terms of the OHS Act.

- 2.3 The arrangements and procedures to ensure compliance by the Mandatory with the provisions of the OHS Act referred to in the Agreement, in Annexure "B", between the Employer and the Contractor in this contract are:
- 2.3.1 The Mandatory shall keep a record of all incidents in terms of Clause 10 (1) of the General Administration Regulations (GAR).
 - 2.3.2 The Mandatory shall cause every incident to be investigated in terms of Clause 10 (2) of the GAR.
 - 2.3.3 The Mandatory shall cause all such records to be examined by a Safety Committee in terms of Clause 10 (3) of the GAR.
 - 2.3.4 The Mandatory shall on demand furnish the divisional inspector with such returns as may be required in terms of Clause 14 of the GAR.
 - 2.3.5 The Mandatory shall charge a full-time employee designated in writing by the Mandatory with the duty of supervising the performance of the work (or the Mandatory may personally undertake this duty) in terms of Clause 11 of the General Safety Regulations.
 - 2.3.6 The Mandatory shall, before commencing or carrying out the work, inform the divisional inspector in writing of:-
 - a) the address of the premises on which such work will be carried out;
 - b) the nature of such work;
 - c) the date on which it is expected that such work will be commenced; and
 - d) the date on which it is expected that such work will be completed.all in terms of Clause 15c of the GAR
 - 2.3.7 The Mandatory shall comply with all other aspects of the OHS Act relative to the nature of the works and shall scrupulously observe and execute any instruction given by an official inspector with reference thereto.

3.0 THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (ACT 130 of 1993) (COID ACT)

- 3.1 Contractors are required to register as employers in terms of the COID Act.
- 3.2 Contractors must pay the assessments due in terms of the COID Act relative to their employee records including all sub-contractors and community based labour.
- 3.3 In this specific contract the Contractor further acknowledges that the Employer shall have the right, without prejudice, to deduct any shortfall in compensation due to any employee of the Contractor (or sub-contractor) from monies due or which may become due to the Contractor, and so effect settlement of the matter.

4.0 THE LABOUR RELATIONS ACT (ACT 66 of 1995) (LR ACT)

- 4.1 Contractors are required to register as employers in terms of the LR Act.
- 4.2 Contractors are required to pay all employee and employer contributions to the Unemployment Benefits Fund, other than in respect of casual employees defined as persons who work for less than eight hours in any one week, or in respect of persons who by virtue of lawful reasons are exempt therefrom.

5.0 THE BASIC CONDITIONS OF EMPLOYMENT ACT (ACT 3 of 1983) (BCE ACT)

- 5.1 Contractors in their capacity as employers are required to comply with the provisions of the BCE Act with special reference to their employees' terms and conditions of employment.

6.0 THE INCOME TAX ACT (ACT 58 of 1962)

- 6.1 Contractors in their capacity both as business enterprises and employers are obliged to register and comply with the requirements of the Receiver of Revenue.

7.0 THE VALUE ADDED TAX ACT (ACT 89 of 1991)

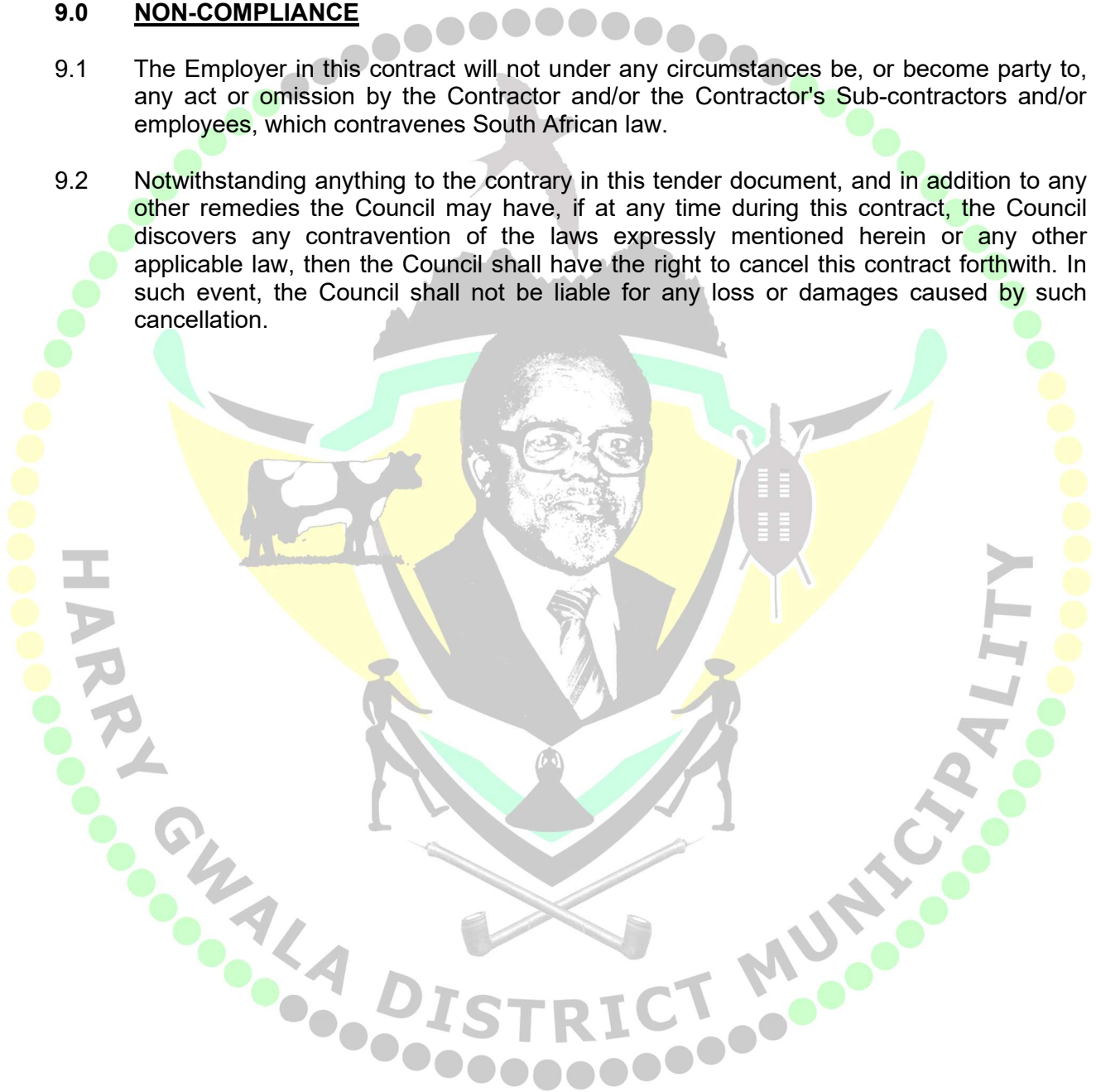
- 7.1 Contractors in their capacity as business enterprises are required, if their annual turnover exceeds or is expected to exceed R150 000 by the end of February each year, to register as VAT vendors with the Receiver of Revenue for the purpose of paying, recovering, charging and returning VAT to the State via the Receiver of Revenue.
- 7.2 It is recorded that the Employer in this contract is registered as a VAT vendor.

8.0 THE ENGINEERING PROFESSION ACT OF SOUTH AFRICA (ACT 114 of 1990)

- 8.1 Where work undertaken in connection with this contract falls within the meaning of "*kinds of work reserved for professional engineers*" as fully set out in the Engineering Profession Act of South Africa 1990, or any amendments thereof, only persons registered in terms of the above Act, may assume full responsibility, according to competency under the Act, for the respective sections and phases of such work, as described in the Act, particularly in regard to design, supervision of construction and installation, and commission where applicable.
- 8.2 The Service Provider shall submit a certificate with the tender certifying compliance with all these requirements in connection with the preparation and submission of the tender and shall give an undertaking to comply in full during the contract period. Where applicable the Service Provider shall submit at the time of tendering the name(s), qualifications and address(es) of the Professional Engineer(s) responsible for the various disciplines and portions of the work comprising this contract.

9.0 NON-COMPLIANCE

- 9.1 The Employer in this contract will not under any circumstances be, or become party to, any act or omission by the Contractor and/or the Contractor's Sub-contractors and/or employees, which contravenes South African law.
- 9.2 Notwithstanding anything to the contrary in this tender document, and in addition to any other remedies the Council may have, if at any time during this contract, the Council discovers any contravention of the laws expressly mentioned herein or any other applicable law, then the Council shall have the right to cancel this contract forthwith. In such event, the Council shall not be liable for any loss or damages caused by such cancellation.



THE HARRY GWALA DISTRICT MUNICIPALITY

DEFINITIONS

The following definitions apply:-

"Council" means The Harry Gwala District Municipality.

"Head: Supply Chain Management" means the Supply Chain Management of the day of the Harry Gwala District Municipality or the Municipal Manager's duly appointed Representative.

"Service Provider/Contractor" means the person, firm, Service Provider or company whose tender has been accepted by the Harry Gwala District Municipality and includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Council, any assignee of the Service Provider.

"Special Conditions" means any addition to or departure from or amendment of these Standard Conditions as set out in Annexure "A" hereof.

"Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

"Contract Document" means the Conditions of Tender, Scope of Contract, Terms of Reference, these Definitions, Special Conditions (if any), Equipment Specifications, Rates, Percentages and Prices, Tender Form and Annexures thereto. Any amendments to the contract document agreed to by the Council and the Service Provider, Provisional Letter of Acceptance and the final Letter of Final Acceptance.

"Goods" means the equipment, plant, vehicles, service or materials to be supplied in accordance with the Contract.

"The Tender" means the written offer made by the Service Provider to the Council.

"SARS" means the South African Revenue Services.

THE HARRY GWALA DISTRICT MUNICIPALITY

CONTRACT No. HGDM825/HGDM/2023

PANEL OF CONTRACTORS (CIDB GRADE 5CE to 8CE) FOR CONSTRUCTION & MAINTENANCE SUPPORT AND EMERGENCY WORK ON OF WATER AND SANITATION PROJECTS.

SPECIFICATION

1.0 SCOPE OF CONTRACT

The scope of contract calls for the appointment of a panel of Contractors (CIDB Grade 5CE to 8CE) for the Construction and Maintenance of Water and Sanitation Infrastructure Projects

2.0 BACKGROUND

The Harry Gwala District Municipality will be embarking on an extensive water and sanitation construction for various grant funded projects as well as maintenance of infrastructure. As a result, the Municipality invites suitably qualified and experienced Contractors from CIDB grade of 5CE to 8CE to detail their experience on forms that will be provided by the Municipality.

Tenderers will be classified in terms of their CIDB grading and only tenderers with the CIDB grading of the targeted works category will be invited to participate in close tender process. The work, as far as practical as possible, may be distributed on a rotational basis in order to allow for an even distribution of the work within that targeted category.

Contractors will be required to submit together with their forms or curricula vitae the following information:

- CK 1 & CK 2 forms for close Corporations, CM (3) documents for PTY or PTY (Ltd) companies, certified Copy of ID document for Sole Proprietor, copy of Partnership Agreement for Partnerships and copy of Trust Document for Trusts
- Original valid TAX clearance Certificate obtained from SARS Pin
- Valid proof of their **CIDB Grading**
- **Curriculum Vitae** of all skilled personnel **including certified copies** of their qualifications.
- **Details of all water and sanitation projects** successfully completed together with **bone fide contact details of all referees.**

3.0 SCOPE OF WORKS

Harry Gwala District Municipality is responsible for the ensuring that basic water and sanitation services are affordable, Accessing intergovernmental grants for new infrastructure and exertion as well as development of project business plans choosing of delivery mechanism and monitoring of project implementation, monitoring access to water and sanitation services (monitoring the reduction of water and sanitation backlogs). These projects include construction, operations, maintenance and rehabilitation of the entire district infrastructure projects which comprises of dams, Weirs, Reservoirs, pipelines, hydro-mechanical equipment, cranes and lifting equipment, pump stations, Waste Water Treatment Plants (WWTP's), Water Treatment Plants (WTP's), Buildings and associated infrastructure.

The prospective member of the Panel of Preferred Contractors will be expected to be capable of successfully constructing and maintaining water and sanitation related projects including but not limited to **dams, Weir's, Reservoirs, pipelines, hydro-mechanical equipment, pump-stations, Waste Water Treatment Plants (WWTP's), Water Treatment Plants (WTP's), sanitation infrastructure, borehole drilling and equipping, Buildings and associated infrastructure, maintenance support and emergency construction work.**

Particularly related to the construction, maintenance, upgrades, emergency work and additions of the following types of works but not limited to below list:

- Dams and Weir's
- Reservoirs
- Pump stations and associated works
- Waste Water Treatment Plants (WWTP's),
- Borehole Drilling, Equipping and associated works
- Water Treatment Plants (WTP's)
- Pipelines (Raw water; Potable water, Sewer Mains and Effluent lines, Pipe Jacking)
- Construction of VIP Toilets
- Refurbishment of water and sanitation infrastructure
- Maintenance of water and sanitation infrastructure
- Procurement of plant and equipment

4.0 DETAIL SPECIFICATION

- SANS (SABS) 1200

5.0 CONTACT PERSONS

5.1 For any **technical related enquiries**, please contact the Project Champion:

Mr N.E Biyase
Executive Director
Telephone No: 039 - 8348700
E-mail Address: biyasek@harrygwalmunicipality.gov.za

5.2 For any **procurement related enquiries**, please contact: -

Ms T. Dandala
Supply Chain Management
Telephone No: 039 - 8348700
E-mail Address: dandalat@harrygwalmunicipality.gov.za

6.0 CONTRACT PERIOD

The Contract for pre-qualification of contractors is to run for 3 years from the date of engagement on “as and when” required basis.

7.0 ESCALATION

Applicable upon project specific appointment of a service provider.

8.0 COMPLIANCE WITH ANY LEGISLATION, BYLAWS, ETC.

- Contractors will be deemed by virtue of submitting a tender to have undertaken to comply fully for all purposes under this contract with all current legislation and related regulations.
- The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).

9.0 GUARANTEE / WARRANTY / DEFECTS LIABILITY PERIOD

Applicable upon project specific appointment of a service provider.

10.0 SITE MEETINGS

Applicable upon project specific appointment of a service provider.

11.0 MAINTENANCE PERIOD

Applicable upon project specific appointment of a service provider.

12.0 MATERIALS

All materials in the Document comply with the **SANS**

13.0 INSURANCES REQUIRED

Applicable upon project specific appointment of a service provider.

14.0 RETENTION AND SURTIES

Applicable upon project specific appointment of a service provider.

15.0 DRAWINGS

Supplied during issuing of Works Order.

16.0 INSPECTION OF CONTRACTOR'S PREMESIS

Determination will be made by Harry Gwala District Municipality upon appointment of service provider.

17.0 ANY OTHER IMPORTANT INFORMATION

- A post-awarding meeting will be held with all successful tenders. The Council reserves a right to appoint more than one supplier.

Order of Preference

The intention is to have a panel of suitable qualified contractors to be engaged on "as and when" required basis to participate in a close tender process.

The successful bidder will be required to maintain the status of information submitted as per points claimed in stage 1 for the duration of the contract, i.e. maintain the Contract Manager and the Construction Manager as per tender document. Failure to do so within 7 days will result in the following penalties being applied until the suitable replacement is approved by the client representatives.

- 0.1% of contract value per day for removal of the Contract Manager without notifying the Client representative of the suitable replacement.
- 0.07% of contract value per day for removal of the Construction Manager without notifying the Client representative of the suitable replacement.

18.0 TENDER EVALUATION

It is proposed that the tender evaluation be done as follows:

Stage 1 - Functionality Test

- Bidders **MUST** also submit proof or supporting documents in order to claim points, failure to do so will result in no points being awarded, e.g. qualification certificates for project engineer and CV's clearly indicating the no. of years in water and sanitation projects
- Certified copies of required certificates **MUST** be submitted, not copies of the certified copy. Failure to do so will also result in no points being allocated.
- Should the service provider submit more than one (1) CV for the Contracts Manager and more than one (1) CV Construction Manager, the first CV will be considered for each personnel only.

The table below lists the returnable schedules that set out the scoring criteria and sub-criteria, and the percentage weighting for the score achieved against the relevant schedule to be used for functionality.

STAGE 1: FUNCTIONALITY			Reference page
1	No number of similar projects completed	Points Earned = 30	
	<p>Experience of bidder in Water pipeline or Sewer (waterborne) projects.</p> <ul style="list-style-type: none"> • <i>Submit a list of all water & sanitation projects completed with appointment letters and completion certificates</i> • <i>A copy of the Appointment Letter and Completion Certificate per project to be attached in order to claim points during the evaluation process.</i> • <i>Failure to submit the above will result in zero (0) points being allocated.</i> 	<p>More than 5 projects 30 points</p> <p>4 projects 26 points</p> <p>3 projects 22 points</p> <p>2 projects 18 points</p> <p>1 project 14 points</p> <p>0 projects 0 points</p>	
3	Contracts Manager	Points Earned = 35	
	<p>(c) Experience in Water or Sewer (Waterborne) Construction Projects</p> <ul style="list-style-type: none"> • <i>Submit CV with list of all water & sanitation projects completed, clearly indicating project durations (years & months) and dates together with contact details</i> • <i>Failure to submit the above will result in zero (0) points being allocated.</i> 	<p>5 years and above 15 points</p> <p>3 - 4 years 10 points</p> <p>1 - 2 years 5 points</p> <p>0 0 points</p>	

	<p>(d) Technical Qualifications</p> <ul style="list-style-type: none"> certified copies of qualifications and ID to be submitted Failure to submit the above will result in zero (0) points being allocated. 	<p>Professional Registration with (ECSA, PMI or SACPCMP)</p> <p>BSc or B-Tech</p> <p>Diploma</p> <p>NQF 1 - 5</p>	<p>20 points</p> <p>10 points</p> <p>5 points</p> <p>3 points</p>	
4	Construction Manager		Points Earned = 10	
	<p>(b) Experience in Water or Sewer (Waterborne) Construction Projects</p> <ul style="list-style-type: none"> <i>Submit CV with list of all water & sanitation projects completed, clearly indicating project durations (years & months) and dates together with contact details</i> Failure to submit the above will result in zero (0) points being allocated. 	<p>10 years and above</p> <p>5 - 9 years</p> <p>2 - 4 years</p> <p>1 year</p> <p>0</p>	<p>10 points</p> <p>8 points</p> <p>5 points</p> <p>2 points</p> <p>0 points</p>	
5	Construction Supervisor (Foreman)		Points Earned = 5	
	<p>(a) Experience in Water or Sewer (Waterborne) Construction Projects</p> <ul style="list-style-type: none"> Submit CV with list of all water & sanitation projects completed, clearly indicating project durations (years & months) and dates together with contact details Failure to submit the above will result in zero (0) points being allocated. 	<p>10 years and above</p> <p>5 - 9 years</p> <p>2 - 4 years</p> <p>1 year</p> <p>0</p>	<p>5 points</p> <p>3 points</p> <p>2 points</p> <p>1 points</p> <p>0 points</p>	

6	Quality Control Procedures		Points Earned = 10
	(b) Standard Operating Procedures <ul style="list-style-type: none"> • Submission of a quality management plan • Non-Submission of a quality management plan 	10 0	
7	Health and Safety		Points Earned = 10
	(b) Competency in implementing Health and Safety on a Construction project <ul style="list-style-type: none"> • Submission of a Health and Safety Management Plan • Non-Submission of a Health and Safety Management 	10 0	
TOTAL POINTS			100 points

Threshold for 7CE or 8CE or higher = 75% or minimum of 75 points for bidder to be selected to participate in a close tender process.

Threshold for 5CE or 6CE = 65% or minimum of 65 points for bidder to be selected to participate in a close tender process.

The returnables to be included are as follows:

- (a) Proof of CIDB Registration of Grading.
- (b) Original valid Tax Clearance Certificate or SARS Pin
- (c) Certified copy of VAT Registration Certificate (if VAT number is not included in tax clearance certificate),
- (d) Certified copy of a Workmen's Compensation Certificate, Act 4 of 2002,
- (e) Certified copy of Unemployment Insurance Certificate, Act 4 of 2002,
- (f) Certified copy of Certificate of Incorporation (if tenderer is a Company),
- (g) Certified copy of Founding Statement (if tenderer is a Closed Corporation),
- (h) Certified copy of Partnership Agreement (if tenderer is a Partnership),
- (i) Certified copy of Identity Document (if tenderer is a One-man concern),
- (j) Joint Venture Agreement (if tenderer is a Joint Venture),
- (k) Curriculum vitae of the person who prepares the Contractor's Health and Safety Plan, and
- (l) Curriculum vitae of the Health and Safety Officer the successful tenderer intends appointing in accordance with the Occupational Health and Safety Act (Act 85 of 1993).
- (m) Curriculum Vitae of all supervisory staff and safety personnel

THE HARRY GWALA DISTRICT MUNICIPALITY

HGDM825/HGDM/2023

PANEL OF CONTRACTORS (CIDB GRADE 5CE to 8CE) FOR CONSTRUCTION & MAINTENANCE SUPPORT AND EMERGENCY WORK ON OF WATER AND SANITATION PROJECTS.

DATA SHEET 1: INVITATION TO BID DOCUMENT

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE HARRY GWALA DISTRICT MUNICIPALITY

BID NUMBER:	HGDM825/HGDM/2023	CLOSING DATE:	27 October 2023	CLOSING TIME:	12H00
DESCRIPTION	PANEL OF CONTRACTORS (CIDB GRADE 5CE to 8CE) FOR THE CONSTRUCTION, MAINTENANCE AND EMERGENCY WORK ON WATER AND SANITATION PROJECTS.				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX AT:

HARRY GWALA DISTRICT MUNICIPALITY


40 MAIN STREET

IXOPO

3276

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	N/A
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM Unit	CONTACT PERSON	Mr NE Biyase
CONTACT PERSON	Ms Dandala	TELEPHONE NUMBER	039 - 8348700
TELEPHONE NUMBER	039 - 8348700	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	n/a	E-MAIL ADDRESS	SEE BELOW
E-MAIL ADDRESS	dandalat@harrygwalm.gov.za	biyasek@harrygwalm.gov.za	

PART B

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
NO YES
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?
YES NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
NO YES
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
NO YES
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

THE HARRY GWALA DISTRICT MUNICIPALITY

HGDM825/HGDM/2023

PANEL OF CONTRACTORS (CIDB GRADE 5CE to 8CE) FOR CONSTRUCTION & MAINTENANCE SUPPORT AND EMERGENCY WORK ON OF WATER AND SANITATION PROJECTS.

DATA SHEET 2: AUTHORITY TO SIGN DOCUMENT

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

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

Full Name of Signatory:

Capacity of Signatory:

Signature:

Date:

Witnesses:-

(1) Full Name:

Signature: Date.....

(2) Full Name:

Signature: Date.....

* **Delete whichever is inapplicable or complete as indicated if none are applicable.**

THE HARRY GWALA DISTRICT MUNICIPALITY
HGDM825/HGDM/2023

PANEL OF CONTRACTORS (CIDB GRADE 5CE to 8CE) FOR CONSTRUCTION & MAINTENANCE SUPPORT AND EMERGENCY WORK ON OF WATER AND SANITATION PROJECTS.

DATA SHEET 3: STATEMENT OF PREVIOUS EXPERIENCE

The nomination of works, preferably of a similar nature to the works in this contract and which the Tenderer has successfully completed, is invited for adjudication purposes.

Tenderers are hereby required to complete the schedule below in its entirety.

Alternatively, Tenderers without experience may submit statements from a person or persons or organisation as to their abilities and standing in support of their tender, for adjudication purposes.

Failure to comply with either of these requirements shall lead to disqualification.

Name of Company	Contact Person	Contact No.	Nature of Works	Value of Works and Duration

SIGNATURE DATE.....

THE HARRY GWALA DISTRICT MUNICIPALITY

HGDM825/HGDM/2023

PANEL OF CONTRACTORS (CIDB GRADE 5CE to 8CE) FOR CONSTRUCTION & MAINTENANCE SUPPORT AND EMERGENCY WORK ON OF WATER AND SANITATION PROJECTS.

DATA SHEET 4: SCHEDULE OF RESOURCES

Tenderers are required to submit details of their management, office and supervisory resources, training programmes, yard and office facilities, full-time work-force including trainees, and plant and equipment.

SIGNATURE DATE.....

THE HARRY GWALA DISTRICT MUNICIPALITY

HGDM825/HGDM/2023

PANEL OF CONTRACTORS (CIDB GRADE 5CE to 8CE) FOR CONSTRUCTION & MAINTENANCE SUPPORT AND EMERGENCY WORK ON OF WATER AND SANITATION PROJECTS.

DATA SHEET 5: DECLARATION OF MUNICIPAL FEES

I/We do hereby declare that the Municipal Fees of _____

Is/are, as at the date of the tender closing, fully paid up, or arrangements have been concluded with the Municipality to pay the said Fees:-

DESCRIPTION

ACCOUNT No.

Electricity _____

Water _____

Rates _____

I/We acknowledge that should it be found that the Municipal Fees are not up to date, the Council may take such remedial action as it required, including termination of contract, and any income due to the Contractor shall be utilised to offset any monies due to the Council.

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

Duly authorised to sign on behalf of.....

Physical Address.....

.....

.....

Signature Date

THE HARRY GWALA DISTRICT MUNICIPALITY

HGDM825/HGDM/2023

PANEL OF CONTRACTORS (CIDB GRADE 5CE to 8CE) FOR CONSTRUCTION & MAINTENANCE SUPPORT AND EMERGENCY WORK ON OF WATER AND SANITATION PROJECTS.

DATA SHEET 6: 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 shareholder²):
.....
 - 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.

“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

CERTIFICATION

I, THE UNDERSIGNED, (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE HARRY GWALA DISTRICT MUNICIPALITY

HGDM825/HGDM/2023

PANEL OF CONTRACTORS (CIDB GRADE 5CE to 8CE) FOR CONSTRUCTION & MAINTENANCE SUPPORT AND EMERGENCY WORK ON OF WATER AND SANITATION PROJECTS.

DATA SHEET 7: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED, (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



THE HARRY GWALA DISTRICT MUNICIPALITY

HGDM825/HGDM/2023

PANEL OF CONTRACTORS (CIDB GRADE 5CE to 8CE) FOR CONSTRUCTION & MAINTENANCE SUPPORT AND EMERGENCY WORK ON OF WATER AND SANITATION PROJECTS.

DATA SHEET 8: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibited meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

—

(Bid Number and Description)

in response to the invitation for the bid made by:

—

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and

conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE HARRY GWALA DISTRICT MUNICIPALITY

HGDM825/HGDM/2023

PANEL OF CONTRACTORS (CIDB GRADE 5CE to 8CE) FOR CONSTRUCTION & MAINTENANCE SUPPORT AND EMERGENCY WORK ON OF WATER AND SANITATION PROJECTS.

DATA SHEET 9: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

* Delete if not applicable

1. Are you by law required to prepare annual financial statements for auditing?

***YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....
.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

***YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....
.....

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

***YES / NO**

3.1 If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

***YES / NO**

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED, (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE HARRY GWALA DISTRICT MUNICIPALITY

HGDM825/HGDM/2023

PANEL OF CONTRACTORS (CIDB GRADE 5CE to 8CE) FOR CONSTRUCTION & MAINTENANCE SUPPORT AND EMERGENCY WORK ON OF WATER AND SANITATION PROJECTS.

DATA SHEET 11: COMPETENCY OF KEY PERSONNEL

Tenderers shall provide details of the Contracts Manager, Construction Manager, Construction Supervisor and Construction Health & Safety Officer's experience in work of a similar nature to that for which their tender is submitted.

Contractors shall employ in labour-intensive works only those supervisory and management staff that have completed the required Skills Programme in terms of the "Guidelines for the implementation of labour-intensive infrastructure projects under the Expanded Public Works Programme (EPWP) Third Edition 2015":

The Tenderer must insert in the spaces provided below the relevant details of the personnel to be employed in the construction of the Works possessing the required qualifications in the supervision or management of LIC projects. A copy of the relevant qualification certificate for each such person shall be attached to the next page.

1) Contracts Manager

CONTRACTS MANAGER	NAME:
(g) NB: <ul style="list-style-type: none">• Attach a detailed CV and Proof of Qualification and Proof of Professional Registration	

(a) Experience

No. of Years of Relevant Experience

Attach CV indicating list of projects as per functionality requirements

(b) Qualification (Civil Engineering related)

Mark with X

N.Dip

B.Tech

B.Sc

Pr Techni

Pr Tech

Pr Eng

SACPCMP

Attach documents as per functionality requirements

Pr Number

Labour Intensive Construction Qualification NQF L5 or above

Checklist (as per functionality requirements)

CV

Certified Qualifications

Certified ID

2) Construction Manager

CONSTRUCTION MANAGER	NAME:
-----------------------------	--------------------

(a) Experience

No. of Years in **Water and Sanitation** Projects

Attach CV indicating list of projects as per functionality requirements

Labour Intensive Construction Qualification NQF L4 or above



3) Construction Supervisor/ Foreman

CONSTRUCTION SUPERVISOR (Foreman)		NAME:	
NB: <ul style="list-style-type: none"> • Attach a detailed CV 			
CLIENT & NATURE OF WORK	POSITION HELD	VALUE OF WORK	PROJECT DURATION

4) Construction Health & Safety Officer

CONSTRUCTION HEALTH & SAFETY OFFICER		NAME:	
<ul style="list-style-type: none"> • Attach Detailed CV 			
CLIENT & NATURE OF WORK	POSITION HELD	VALUE OF WORK	PROJECT DURATION

THE HARRY GWALA DISTRICT MUNICIPALITY
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PANEL OF CONTRACTORS (CIDB GRADE 5CE to 8CE) FOR CONSTRUCTION & MAINTENANCE SUPPORT AND EMERGENCY WORK ON OF WATER AND SANITATION PROJECTS.

TENDER FORM

Dear,

Having examined the Standard Conditions of Tender, Standard Conditions of Contract, Legislation and Specification of the above contract, I/we offer to supply and deliver the whole of the said Works in conformity with the Standard Conditions of Tender, Standard Conditions of Contract, Legislation and Specification, save as amended by any modifications under Annexure "A" hereto, for the Unit Prices as set out in the Pricing Schedule herein, the Total Price being as follows:

I/We undertake to complete and deliver the whole of the Works comprised in the Contract within the timeframes stated.

I/We confirm that I am/we are fully acquainted with the current South African laws and regulations applicable to this contract including inter alia those laws to which my/our attention has been drawn in the Legislation Section of this document.

I/We are affiliated to _____
(Enter Nil if no affiliations)

My/Our VAT vendor registration number is _____

I/We bank at the _____

Branch of _____

Where I/we have a _____ account.

Tender Deposit Receipt No. _____
(Include a copy of the Tender Deposit Receipt only if purchased at the Municipality)

It is agreed and understood that should there be any changes on the banking details provided for the entity, a duly signed resolution by all its directors and minutes whereby a resolution for changing the banking details was passed will be submitted to Council including the original letter from the bank confirming the details.

It is agreed and understood that this tender is valid for 90 days commencing from the closing date of the tender and that it, together with your final letter of acceptance, shall constitute a binding Contract between us.

I/We understand that the Council is not bound to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender received.

I/We, the undersigned, warrants that I am/We are duly authorised to do so on behalf of the enterprise, certifies that the enterprise complies with all statutory and municipal requirements and that the information supplied in terms of this documents with additional information is correct and accurate and acknowledges that if the information supplied is found to be incorrect then the HARRY GWALA DISTRICT Municipality in addition to any remedies, it may have: may:-

- i Recover from the Enterprise all costs, losses or damages incurred or sustained by the Municipality as result of the award of the contract, and /or
- ii Cancel the contract and claim any damages which the Municipality may suffer by having to make less favourable arrangements after such cancellations, and/or
- iii Impose a penalty on the Enterprise as provided in the Tender Document, and/or
- iv Take any other action as may be deemed necessary.

I/we further undertake to submit documentary proof regarding any tendering issue to the Council when so required.

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

Duly Authorised to sign on behalf of.....

Physical Address.....


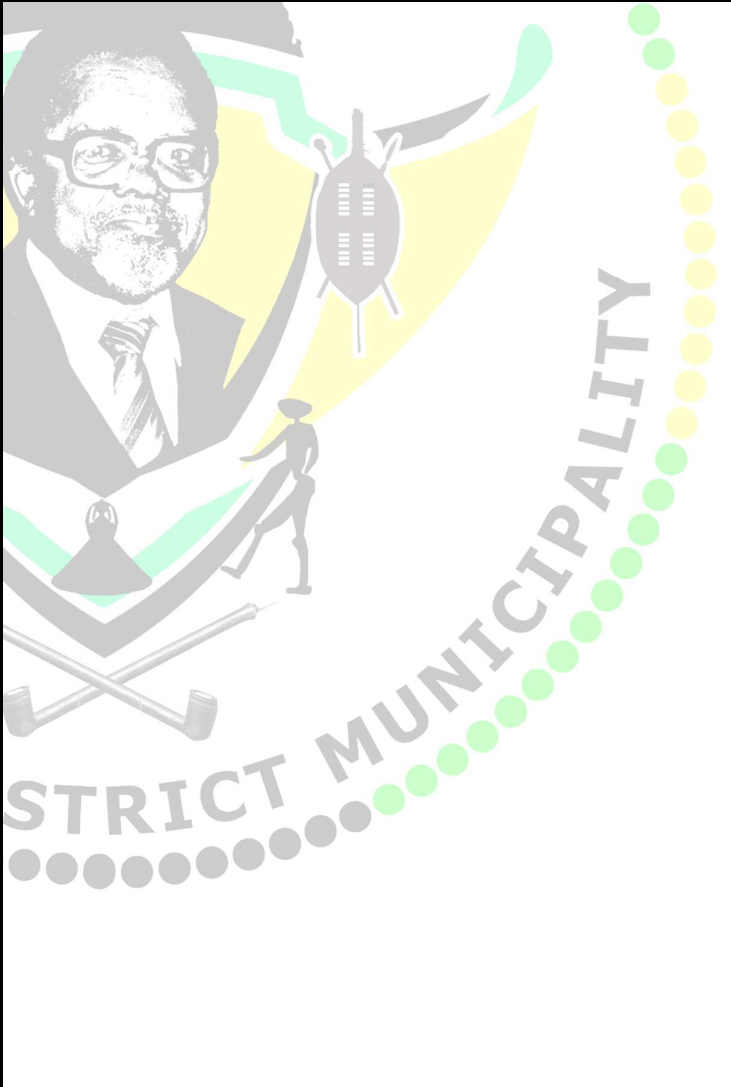
SIGNATURE..... DATE.....

THE HARRY GWALA DISTRICT MUNICIPALITY

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PANEL OF CONTRACTORS (CIDB GRADE 5CE to 8CE) FOR CONSTRUCTION & MAINTENANCE SUPPORT AND EMERGENCY WORK ON OF WATER AND SANITATION PROJECTS.

ALTERATIONS BY TENDERER

PAGE	SECTION OR ITEM	PROPOSED DEPARTURE/MODIFICATION
		

SIGNATURE

DATE

THE HARRY GWALA DISTRICT MUNICIPALITY

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PANEL OF CONTRACTORS (CIDB GRADE 5CE to 8CE) FOR CONSTRUCTION & MAINTENANCE SUPPORT AND EMERGENCY WORK ON OF WATER AND SANITATION PROJECTS.

OCCUPATIONAL HEALTH AND SAFETY ACT (ACT No. 85 OF 1993)

SECTION 37(1)

Whenever an employee does or omits to do any act which would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then, it is proved that –

- (a) in doing or omitting to do the act the employee was acting without connivance or permission of the employer or any such user;*
- (b) it was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged; and*
- (c) all reasonable steps were taken by the employer or any such user to prevent any act or omission of the kind in question,*

the employer or any such user himself shall be presumed to have done or omitted to do that act, and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.

SECTION 37(2)

The provisions of subsection (1) shall “mutatis mutandi” apply in the case of a mandatory of any employer or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of this Act.

ACCEPTANCE BY MANDATORY

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 85 of 1993,
I, _____

(Name of PRINCIPAL CONTRACTOR / Representative) acting for and on behalf of _____

(Name of PRINCIPAL CONTRACTOR / Company) undertake to ensure that the requirements and provisions of the Health and Safety Specifications issued by the client at the following site:

_____ (Name of Site) are complied with in the following manner:

- To produce, review, monitor and enforce a Health and Safety Plan which has been approved by the Client, an Agent for the Client or a Principal Contractor;
- To include a risk assessment in the Health and Safety Plan which identifies all hazards pertaining to the project;
- To ensure that all relevant documentation required by the Occupational Health and Safety Act and Regulations, including the Construction Regulations, the Compensation for Occupational Injuries and Diseases Act as well as any other statutory laws as amended from time to time is available on site in the health and safety file;
- Enforce precautionary measures stipulated in the risk assessments.

The person signing this agreement confirms that he/she has the authority to so sign and to bind his/her employer, the said Contractor.

Signature: _____ Date: _____
(on behalf of PRINCIPAL CONTRACTOR)

Signature: _____ Date: _____
(CLIENT- HARRY GWALA DISTRICT Municipality)

Print Name: _____
(Name of CLIENT Representative)

DECLARATION WITH REGARD TO COMPANY/FIRM

3.1. Name of company/firm.....

3.2. Company registration number:

3.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

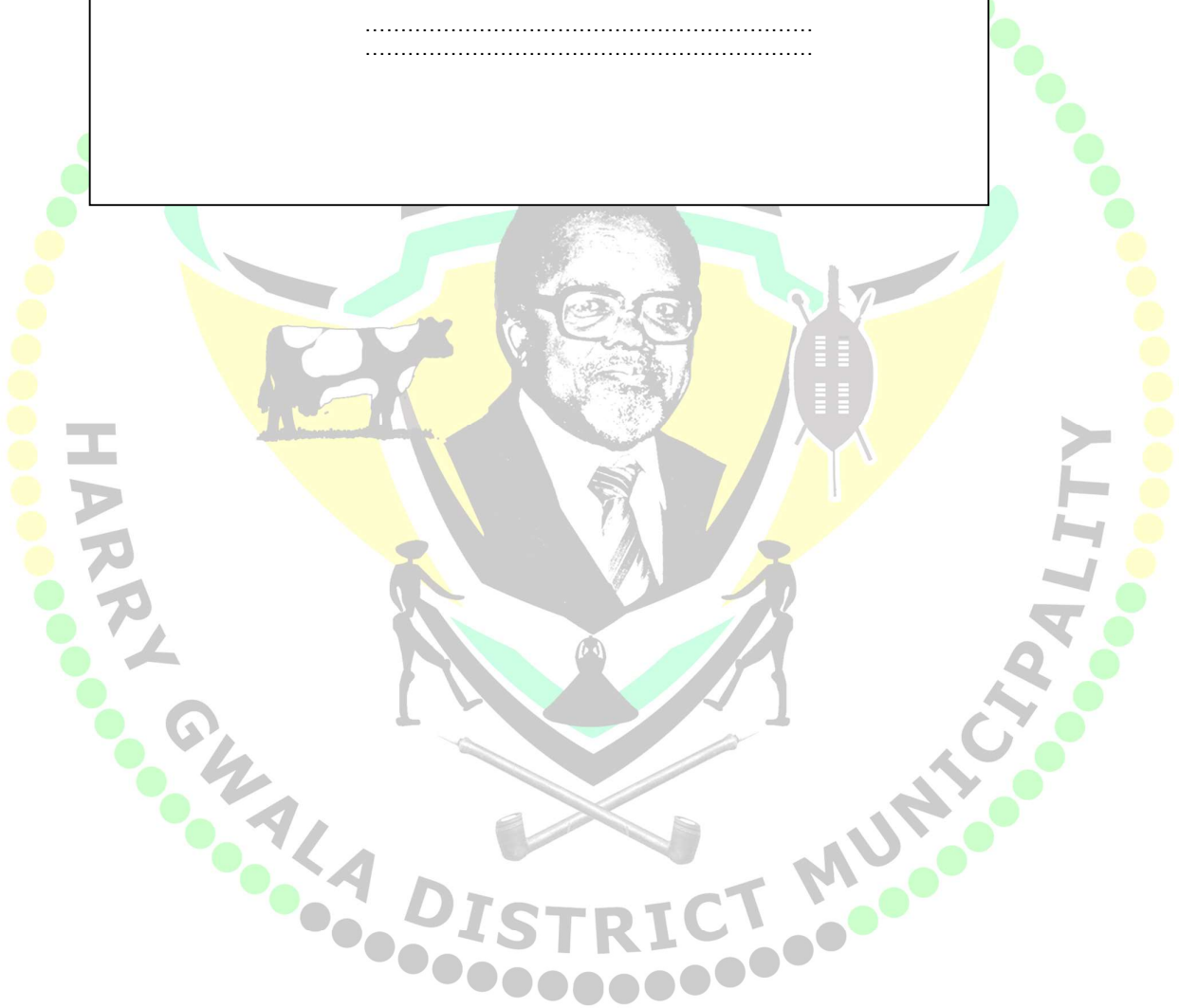
DATE:

ADDRESS:

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ANNEXURE “D”

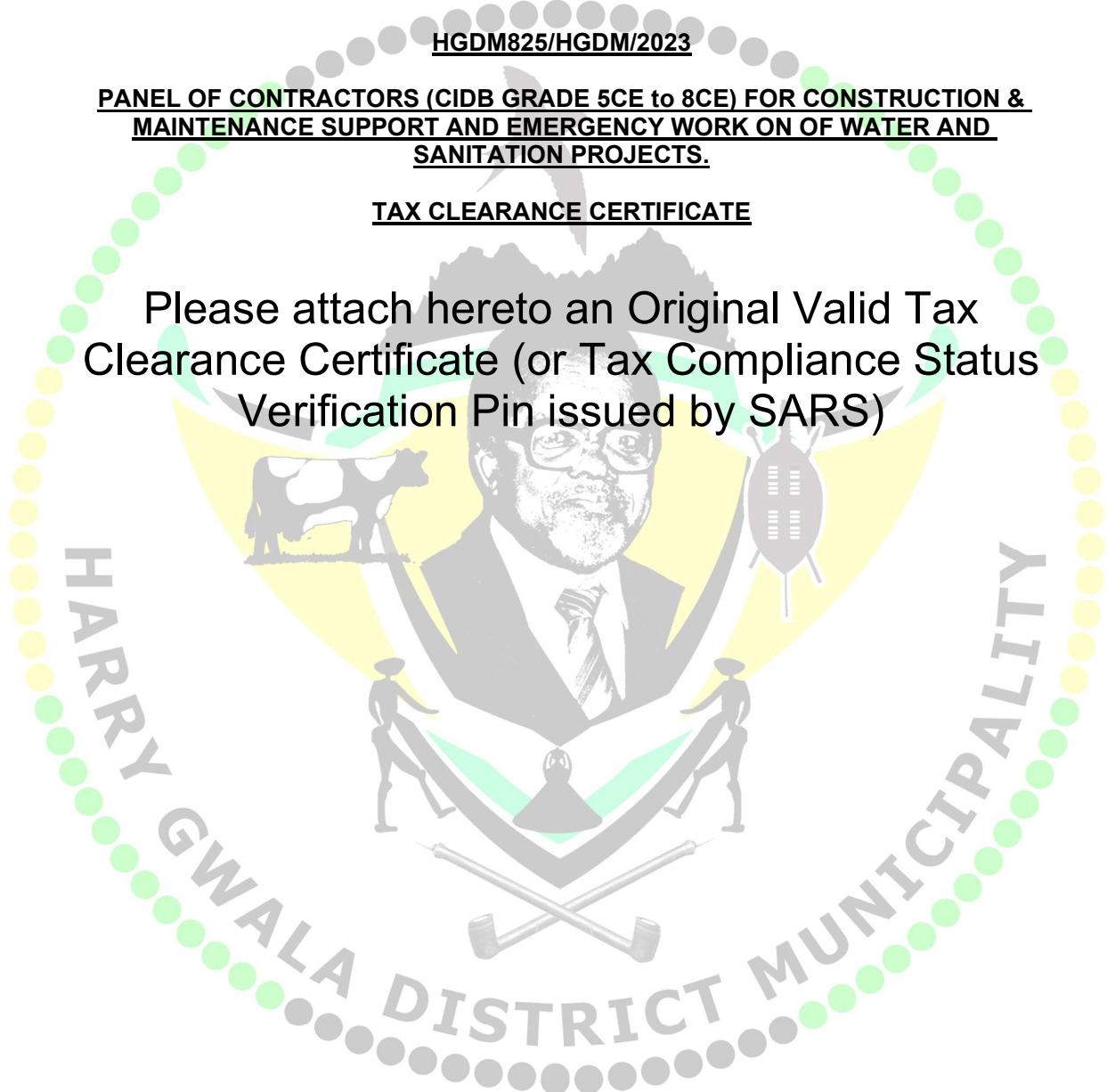
THE HARRY GWALA DISTRICT MUNICIPALITY

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PANEL OF CONTRACTORS (CIDB GRADE 5CE to 8CE) FOR CONSTRUCTION & MAINTENANCE SUPPORT AND EMERGENCY WORK ON OF WATER AND SANITATION PROJECTS.

TAX CLEARANCE CERTIFICATE

Please attach hereto an Original Valid Tax Clearance Certificate (or Tax Compliance Status Verification Pin issued by SARS)



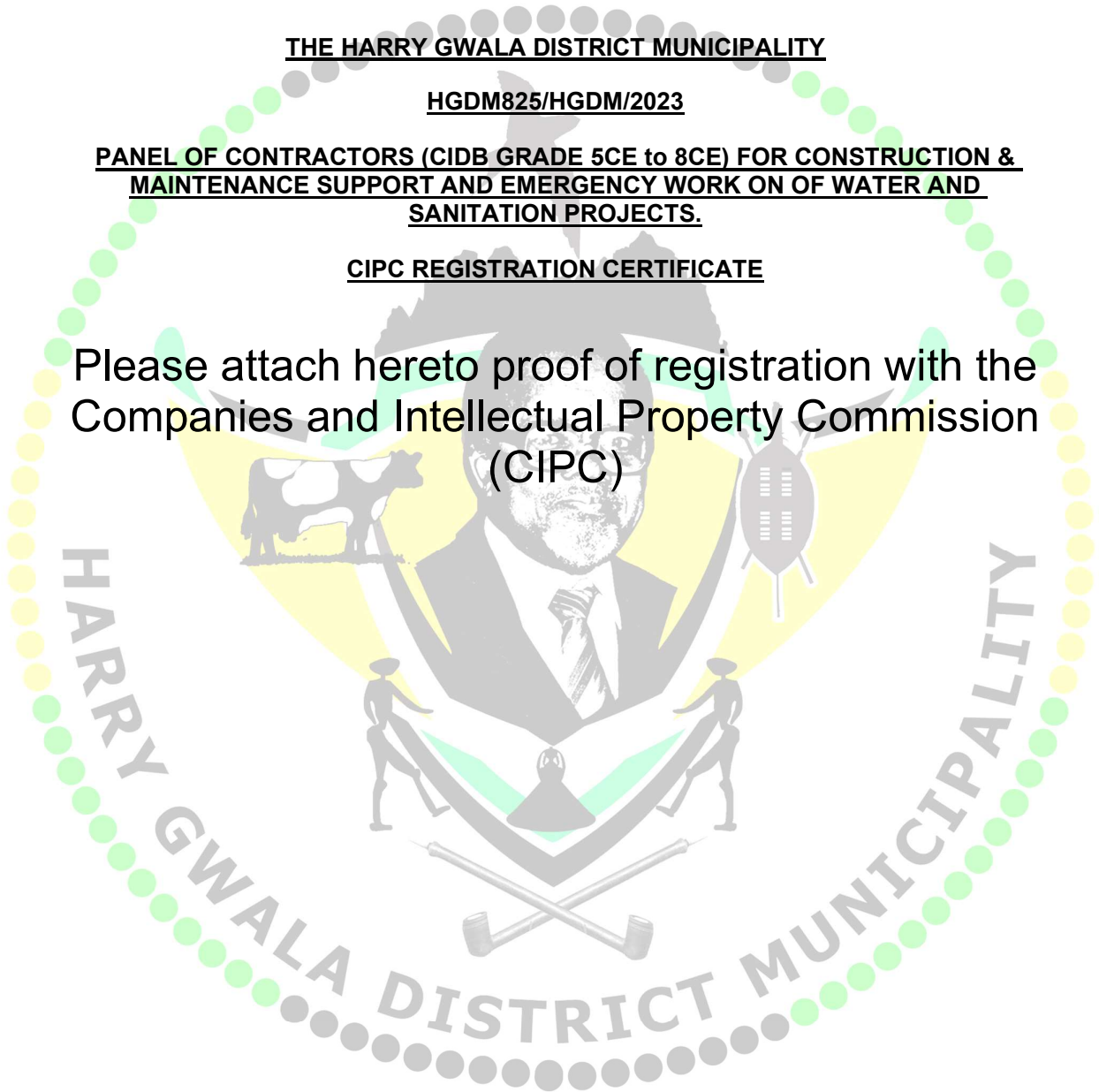
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PANEL OF CONTRACTORS (CIDB GRADE 5CE to 8CE) FOR CONSTRUCTION & MAINTENANCE SUPPORT AND EMERGENCY WORK ON OF WATER AND SANITATION PROJECTS.

CIPC REGISTRATION CERTIFICATE

Please attach hereto proof of registration with the Companies and Intellectual Property Commission (CIPC)



THE HARRY GWALA DISTRICT MUNICIPALITY

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PANEL OF CONTRACTORS (CIDB GRADE 5CE to 8CE) FOR CONSTRUCTION & MAINTENANCE SUPPORT AND EMERGENCY WORK ON OF WATER AND SANITATION PROJECTS.

CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION REPORT

Please attach hereto proof of registration with the Central Supplier Database (CSD)

