



TENDER NUMBER EDM/30/2023-24

APPOINTMENT OF FIVE SERVICE PROVIDERS ON A PANEL FOR GENERAL BUILDING MAINTENANCE WORKS FOR A PERIOD OF 36 MONTHS

CIDB GRADING CLASS 3GB or HIGHER

Issued By: Ehlanzeni District Municipality 8 van Niekerk Street PO Box 3333 Mbombela 1200 Tel: 013 759 8500 Fax 013 755 8539 Email Address: pkhumalo@ehlanzeni.gov.za Contact Person: Mr P Khumalo	Prepared By: Ehlanzeni District Municipality 8 van Niekerk Street PO Box 3333 Mbombela 1200 Tel: 013 759 8500 Fax 013 755 8539 Email Address: tbotha@ehlanzeni.gov.za Contact Person: Mr T Botha
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NAME OF BIDDER:- CSD REG NO.: - CIDB NO.: - - TEL NUMBER: - Total of the prices inclusive of value added tax: R Preferences claimed for: (tick relevant boxes) <input type="checkbox"/> B-BBEE Status level Contributor
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CLOSING DATE: 16 MAY 2024
TIME:12:00

EHLANZENI DISTRICT MUNICIPALITY

TENDER NO: EDM/30/2023-24

APPOINTMENT OF FIVE SERVICE PROVIDERS ON A PANEL FOR GENERAL BUILDING MAINTENANCE WORKS FOR A PERIOD OF 36 MONTHS

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CLOSING DATE: 16 MAY 2024
TIME:12:00



TENDER NOTICE AND INVITATION TO TENDER

APPOINTMENT OF FIVE SERVICE PROVIDERS ON A PANEL FOR GENERAL BUILDING MAINTENANCE WORKS FOR A PERIOD OF 36 MONTHS

T1.1: TENDER NOTICE

TENDER NUMBER: EDM/30/2023-24

Bids are hereby invited from capable and experienced service provider for the **APPOINTMENT OF FIVE SERVICE PROVIDERS ON A PANEL FOR GENERAL BUILDING MAINTENANCE WORKS FOR A PERIOD OF 36 MONTHS**

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

- 1.1 Only service providers that are registered on the Central Supplier Database will be considered for awarding of this request for quotations and a copy of CSD report not later than three months should be attached.
- 1.2 Price(s) quoted must be firm, VAT and other taxes inclusive, valid and fixed for duration of the contract.
- 1.3 No tenders shall be considered from persons who are in the service of the state.
- 1.4 Service providers are required to fully complete the attached MBD forms and submitted together with their written tenders.
- 1.5 Attach a bank account confirmation letter with bank stamp not older than three months accompanied with an affidavit confirming the business bank account details - if the banking details are not verified on the CSD report.
- 1.6 Attach original certified copy of identity documents (ID) of company directors.
- 1.7 Provide original certified copy of the company registration certificate issued by the Companies and Intellectual Property Commission (CIPC).
- 1.8 Valid SARS pin certificate must be attached.
- 1.9 Attach a verifiable copy of municipal accounts for both the bidder and company director/s not older than three months or an original certified copy of proof of residence (PTO) issued by a relevant traditional authority or a copy of a valid lease agreement.
 - if aforementioned account information of the bidder is not applicable the tenderer must attach an original certified copy of proof of residence (PTO) issued by a relevant traditional authority or a copy of a valid lease agreement.
- 1.10 Joint Venture or Consortium Agreement if applicable.
- 1.11 Attach proof of active CIDB registration grade **3GB** or **higher**.
- 1.12 All tender documents must be duly signed and submitted on the PDF document that has been issued and reproduced documents will be rejected.

2. This tender will be evaluated applying 80/20 preference point system in terms of the Preferential Procurement Policy of the Ehlanzeni District Municipality. The policy preference point system will be applied as follows;

- 2.1 The 80 points will be for price; and
- 2.2 The 20 points will be allocated for the specified goals on a proportional or pro rata basis as follows:

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS		
HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
100% black person or people owned enterprise	5,0	A copy of a Full CSD report not older than 3 months
More than 30% woman or women shareholding or owned enterprise	2,5	
more than 30% youth shareholding or owned enterprise	2,5	
More than 30% people living with disability shareholding or owned enterprise	2,5	A copy of a Medical Certificate to confirm disability or stated on CSD report
POINTS FOR IMPLEMENTING OF RDP PROGRAMMES		
Enterprises regarded as *EMEs located within the Ehlanzeni District Municipality area of jurisdiction	2,5	➤ A copy of a Full CSD report not older than 3 months NB: Points will only be awarded if the CSD physical address is the same as the address for the proof of residence required in 1.9 above.
B-BBEE level 1 contribution	5,0	➤ Certified Valid SANAS Accredited BBBEE certificate ➤ or Certified Valid EME and SME a sworn affidavit ➤ or Certified Valid CIPC issued certificate confirming annual turnover and level of Black Ownership
TOTAL PREFERENCE POINTS TO BE CLAIMED	20,0	

***EME's are Exempted Micro Enterprise with an annual turnover of R10 million or less.**

***All certified copies must not be older than three months.**

Received bids will be evaluated for responsiveness based on mandatory requirements, functionality and bidders who obtain a minimum of **70 points** out of a possible **100 points**,

Tender documents can be viewed and downloaded at no cost on the Document Sharing and Collaboration Platform or Portal (NEPTUNE): <http://edmservices.ehlanzeni.gov.za> and National Treasury Portal from **Monday, 06 May 2024**. Further information regarding the downloading and uploading of documents will be explained at the compulsory briefing session.

A compulsory briefing session will be held on **Friday, 03 May 2024 at 10H00**, at **Ehlanzeni District Municipality Office Complex, DMC, 8 Van Niekerk Street, Sonheuwel Central, Mbombela, 1201**.

Where tenders should be submitted - Completed tender and other returnable documents must be submitted only in PDF format on the Document Sharing and Collaboration Platform or Portal: <http://edmservices.ehlanzeni.gov.za> on or before **Thursday, 16 May 2024** not later than **12h00**.

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

Enquiries: Contact Person - ADMINISTRATION: SP Khumalo or pkhumalo@ehlanzeni.gov.za
Contact Person – TECHNICAL: Mr. T Botha at 013 759 8500 or tbotha@ehlanzeni.gov.za

Visit our website: www.ehlanzeni.gov.za

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

EHLANZENI DISTRICT MUNICIPALITY

TENDER NUMBER EDM/30/2023-24

APPOINTMENT OF FIVE SERVICE PROVIDERS ON A PANEL FOR GENERAL BUILDING MAINTENANCE WORKS FOR A PERIOD OF 36 MONTHS

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Tender Data Applicable to this Tender:

Clause number	Tender Data
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F.1.1	The employer is the ENHLANZENI DISTRICT MUNICIPALITY.
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F.1.2	The tender documents issued by the employer comprise:
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Tender

The following documents form part of this tender:

- The JBCC® Principal Building Agreement Edition 6.2 - May 2018 prepared by the Joint Building Contracts Committee. Tenderers may obtain copies at their own cost from the JBCC for reference purposes.
- This tender document issued by the Employer.

T1: Tendering Procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender data

T2: Returnable Documents

T2.1 List of returnable documents

T2.2 Returnable schedules

Contract

Part 1: Agreements and contract data

C1.1 Form of offer and acceptance

C1.2 Contract data

C1.3 Form of Guarantee

C1.4 Safety Agreement

Part 2: Pricing data

C2.1 Pricing instructions

C2.2 Activity schedules / Bills of Quantities

Part 3: Scope of work

C3.1: Scope of Works

Part 4: Site information

C4.1: Site Information

F.1.4	The employer is:
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	Name: Ehlanzeni District Municipality
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	Address:8 Van Niekerk Street
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Mbombela
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1200
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	Tel:013 759 8500
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	Email:pkhumalo@ehlanzeni.gov.za
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- F.2.1 The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:
- a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **3GB** class or higher of construction work; and
 - b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria:
 - i) The Council, following an interview with the management of the enterprise, is satisfied that the enterprise has the potential to develop and qualify to be registered in a higher contractor grading designation; and
 - ii) The Council, following a risk assessment, is able to provide the necessary supportive measures required to enable the enterprise to successfully execute the contract.
- Joint ventures are eligible to submit tenders provided that:
1. every member of the joint venture is registered with the CIDB;
 2. the lead partner has a contractor grading designation in the **3GB** class or higher of construction work; and
 3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **3GB** class or higher of construction work.
- F.2.1 Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a GB class of construction work and are registered with the CIDB as having a track record, are eligible to submit tenders.
- F.2.7 A compulsory clarification meeting will be held.
- F.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.
- Tenderers must sign the attendance list 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 list and who have provided valid and readable e-mail addresses.
- F.2.12 No alternative tender offers will be considered
- F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as original, plus 0 copies.
- F.2.13.5 The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: as stated on the invitation to tender.
- F2.15.1
- F.2.13 A two-envelope procedure will not be followed.
- F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
- F.2.15 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
- F.2.16 The tender offer validity period is 90 days.
- F.2.18 The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
- F.2.19 Not applicable
- F.2.23 The tenderer is required to submit with his tender a Certificate of Contractor Registration issued by the Construction Industry Development Board and a Valid Tax Pin number issued by the South African Revenue Services
- Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.
- F.3.4 Tenders will be opened immediately after the closing time for tenders at the location of submission.

F.3.11 Evaluation of Tender Offer (Evaluation Criteria):

This bid will be evaluated on 80/20 preference point system in terms of the Approved Preferential Procurement Policy of the Ehlanzeni District Municipality. The policy preference point system will be applied as follows;

The 80 points will be for price; and

The 20 points will be allocated for the specified goals on a proportional or pro rata basis as follows:

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS		
HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
100% black person or people owned enterprise	5.0	A copy of a Full CSD report not older than 3 months
More than 30% woman or women shareholding or owned enterprise	2,5	
more than 30% youth shareholding or owned enterprise	2,5	
More than 30% people living with disability shareholding or owned enterprise	2,5	A copy of a Medical Certificate to confirm disability or stated on CSD report
POINTS FOR IMPLEMENTING OF RDP PROGRAMMES		
Enterprises regarded as *EMEs located within the Ehlanzeni District Municipality area of jurisdiction	2,5	➤ A copy of a Full CSD report not older than 3 months NB: Points will only be awarded if the CSD physical address is the same as the address for the proof of residence required
B-BBEE level 1 contribution	5,0	➤ Certified Valid BBEE certificate ➤ or Certified Valid EME and SME sworn affidavit ➤ or Certified Valid CIPC issued certificate confirming annual turnover and level of Black Ownership
TOTAL PREFERENCE POINTS TO BE CLAIMED	20	

****EME's are Exempted Micro Enterprise with an annual turnover of R10 million***

****All certified documents must not be older than three months.***

F.3.11.3 (a) Functionality (Quality)

Tenderers will be required to achieve a minimum of **70 points** for functionality out of a possible **100 points** for them to qualify for further evaluation with the 80/20 points system.

Functionality will include the following:

(Refer to Competence Achievement Schedule on Returnable Schedule)

1.	Company Experience	40
2.	Financial References	10
3.	Key Personnel Qualifications and Experiences	40
4.	Plant and equipment	10

Functionality Competence Achievement Schedules

1. Company Experience (40 points)

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

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

It must be noted that the experience of the firm carries a maximum of **40 points** as indicated in the table below. If proof of appointment letter and completion certificate is not provided, then the bidder shall obtain zero point on the experience of the firm.

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

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

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

Evaluation Criteria	Evaluation Criteria	Points obtainable	Points Claimed
Company experience in terms of projects or contracts completed	5 Projects or contracts	25	
	5 points per certified copy of appointment letter		
	5 Projects or contracts	15	
	3 points per certified copy of completion certificate		
Sub-Total		40	
TOTAL		40	

2. Financial references (10 points)

FINANCIAL REFERENCE	Returnable schedule Ref	Bank Rating	Score
Very Good – indisputable for enquiries	TABLE A2: FINANCIAL REFERENCES	A	10
Good – Good for the amount of work		B	10
Adequate – Good for the amount strictly in accordance with business		C	10
Poor – Reasonable business risk.		D	0
Inadequate but with minimal risk		E	0
Unacceptable and risky (additional motivation will be required prior appointment)		F	0
The bank letter submitted should have the banking details of the company, enquiries contact person and bank rating. And the letter must not be older than three (3) months			

Ability of the contractor to finance working capital requirements before the first claim is paid by the client (The bank letter submitted should be stamped and not be older than 3 months).

3. Key Personnel Qualification and Experience (40 points)

Contracts Manager is required to have a National Diploma, BTech/BSc Degree in Construction Studies, Construction Management, Building Science or related and have at least 5 years construction building works contract experience. Construction Studies, Construction Management, Building Science or related and have at least 7 years construction contract experience in a contracts manager's role. Points will be allocated on a pro-rata basis from the minimum requirement as indicated below:

Years' Experience	BSc/BTech	5	6	7	8	10
	NDip.	7	8	9	10	12
Points		4	8	12	16	20

Site Agent is required to have a National Diploma in Construction Studies, Construction Management, Building Science, related or has NQF 5 qualification (LIC) and have 5-10 years' construction experience with a minimum of 5 years in construction building works contract experience in a site agent's role, as indicated below:

YEARS EXPERIENCE	5	6	7	8	10
POINTS	2	4	6	8	10

Site Foreman on permanent/contract basis, with at least NQF 2 qualification (LIC) or related qualification with experience in construction building works of not less than FIVE (5) years in LIC. Points will be allocated on a pro-rata basis for experience between 5 to 10 years, as indicated below:

YEARS EXPERIENCE	5	6	7	8	10
POINTS	1	2	3	4	5

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

YEARS EXPERIENCE	2	3	4	5	6
POINTS	1	2	3	4	5

Experience	Returnable schedule Ref	Points
Provide detailed CVs and certified qualifications for all Key Personnel for each category stated above.	Annexure J: Format of Curriculum Vitae of Key Personnel	40

NOTE: Points to be allocated based on the CV's provided. The appointed contractor is to provide such personnel as attached or one with equivalent qualifications and experience. Failure to do so will result to termination of contract.

4. Plant and Equipment (10 points)

It must be noted that a total point of 10 are obtainable by the Construction Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor BUT a zero point will be scored. Letter of intent from the lessor must be attached.

Evaluation Criteria	Minimum Required	Points obtainable (Own)	Points obtainable (leased)
Firm's plant and equipment – Note: Proof of ownership (Vehicle registration Documents) the firm's equipment and plant location must be attached and failure to do so will result in forfeiting the plant points	Firm's number of Pickup/Van x2 or more	5	4
	Firm's implements, scaffold and/or Equipment	2	2
	Firm's location of plant. RSA.1, MP.2 or Ehlanzeni District.3	3	2
Total		10	8

F.3.13.1 Tender Offers will only be accepted if:

- (a) the tender offer is signed by a person authorized to sign on behalf of the tenderer;
- (b) a valid original Tax Clearance Certificate/SARS PIN number is included with his tender;
- (c) tenderer's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the construction Regulations 2014 as well as the Tenderer's health and safety plan, is included with his tender submission;
- (d) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
- (e) a Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture agreement with his tender;
- (f) the Tenderer or a competent authorized representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection;
- (g) The contractor who submits the tender has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the CIBD Regulations 2004 promulgated in terms of the Act, or if the Contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of tenders;
- (h) The Tenderer or any of its principals 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;
- (i) The Tenderer has not abused the Employer's Supply Chain Management System or has failed to perform on any previous contract and has been given a written notice to this effect;
- (j) The Tenderer or any of its principals, directors or managers is not employed in the service of the State or any municipality. In the event that such principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the public service must be included in the tender submission.
- (k) The Employer is satisfied that the Tenderer or any of his principals have not influenced the tender offer and acceptance by the following criteria:
 - i. having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this contract;
 - ii. having acted in a fraudulent or corrupt manner in obtaining or executing this contract;
 - iii. having approached an officer or employee of the Employer or the employer's Agent with the objective of influencing the award of a contract in the Tenderer's favour;
 - iv. having entered into any agreement or arrangement, whether legally or not, with any other person, firm or company to refrain from tendering for his contract or as to the amount of the Tender to be submitted by either party;
 - v. having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender;
 - vi. The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.
- (l) All other schedules to be filled in as per "T2.1 List of Returnable Documents" and documents required.

F.3.18 The number of paper copies of the signed contract to be provided by the employer is one.

Annex: Standard Conditions of Tender

(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)

F.1 General

F.1.1 Actions

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.

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) **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
- b) **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
- c) **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
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

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 written 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 responsive 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.2 Tenderer's obligations

F.2.1 Eligibility

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.2.2 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 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) 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.

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

F.2.11 Alterations to documents

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 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 a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their 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.2.14 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.2.17 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 total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, 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 clarification

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.3.2 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

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.

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:

- Detrimentially 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

Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a bill of quantities (or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. 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 will be corrected.
- 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 bills 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 it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 1: Financial offer	1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.2 Scoring Financial Offers

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

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

N_{FO} = the number of tender evaluation points awarded for the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	P/P_m
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	P_m/P

where:

P_m = the comparative offer of the most favourable tender offer.

P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Tender Data and calculate total score for quality.

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

F3.13.1 Accept tender offer only if the tenderer satisfies the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

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

F.3.15. Prepare contract documents

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

F.3.16 Issue final contract

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

F.3.17 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.3.18 Provide copies of the contracts

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

EHLANZENI DISTRICT MUNICIPALITY

TENDER NUMBER EDM/30/2023-24

APPOINTMENT OF FIVE SERVICE PROVIDERS ON A PANEL FOR GENERAL BUILDING MAINTENANCE WORKS FOR A PERIOD OF 36 MONTHS

T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

1. Returnable Schedules required only for tender evaluation purposes

- Annexure A. Record of Addenda to Tender Documents
- Annexure B. Proposed amendments and qualifications
- Annexure C. Preferencing Schedule: Broad Based Black Economic Empowerment Status
- Annexure D. Compulsory Declaration
- Annexure E. Certificate of Authority of Joint Ventures/ Close corporations/ Partnership/ Company/Sole proprietor (Certified Copies of the Identity Documents in the Case of sole proprietor)
- Annexure F. Registration Certificates of Entities – Joint Ventures/ Close corporations/ partnership/Company/ Sole Proprietor (Including certified ID copies of Directors)
- Annexure G. Copy of Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)
- Annexure H. Schedule of Tenderer's Experience
- Annexure I. Schedule of Tenderer's Banking details
- Annexure J. Schedule of Key Personnel (See attach format of CV No.:8)
- Annexure K. Schedule of plant and Equipment
- Annexure L. Competency Achievement Schedules

2. Other Documents required only for tender evaluation purposes

- 1) Valid Tax Clearance Certificate and SARS pin attachment
- 2) CIDB registration Certificate - Proof of Registration
- 3) Valid original or certified copy of BB-BEE certificate
- 4) Format of Curriculum Vitae (CV)
- 5) Full CSD report (Summary report **NOT** acceptable)

Usage of pencil or Erasable ink is prohibited and usage of Tippex is prohibited. For any cancellations in the Tender document a signature must be appended

3. Other documents that will be incorporated into the contract

- N. Contractor's Health and Safety Declaration
- O. Contractor's Safety Plan
- P. Proforma Notification form in terms of the Occupational Health and Safety Act 1993, Construction Regulations, 2014.

Annexure A: Record of Addenda to tender documents

We confirm the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been considered 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 _____

Tenderer _____

Annexure B: Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

Annexure E: Certificate of Authority of Joint Ventures/ Close corporations/ Partnership/ Company/ Sole proprietor (Certified Copies of the Identity Documents in the Case of sole proprietor)

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.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) Certificate For Company

I,, chairperson of the Board of Directors of, hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Ms, acting in the capacity of, was authorized to sign all documents in connection with the tender for Contract No. 19/2018 and any contract resulting from it on behalf of the company.

Chairperson:

As Witnesses: 1.....

2.....

Date:

(II) Certificate For Close Corporation

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

..... hereby authorize Mr/Ms, acting in the capacity of....., to sign all documents in connection with the tender for Contract No. 19/2018 and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(II) Certificate For Partnership

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

....., hereby authorize Mr/Ms,

acting in the capacity of, to sign all documents in connection with the tender for Contract No. 19/2018 and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) Certificate For Joint Venture

This Returnable Schedule is to be completed by joint ventures.

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 the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature. Name Designation.....
		Signature. Name Designation.....
		Signature. Name Designation.....
		Signature. Name Designation.....

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

(V) Certificate For Sole Proprietor

I,, hereby confirm that I am the sole owner of the Business trading as

Signature of Sole owner:

As Witnesses:

Date:

1.....
2.

Annexure F: Registration Certificate of an Entity

[Important note to Tenderer: Registration Certificates for Companies, Close Corporations and Partnerships, and ID documents for Sole Proprietors, must be attached here. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement must be included]

Annexure G: Proof of Workmen's Compensation Registration Certificate

The Tenderer must attach hereto proof of compliance with the relevant requirements of the compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) OR proof of payment of contributions in terms of the Compensation for Occupational injuries and Diseases Act No.130 of 1993.

Annexure H: Schedule of the Tenderer's Experience

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	PRINCIPAL AGENT: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

Signed

Date

Name

Position

Tenderer.....

Annexure I: Schedule of Tenderer's Banking Details

The Tenderer must attach hereto proof company banking details at which he/she declares the account. The content of the bank letter must state the credit rating, name of the account holder, account number Bank name branch code and contact person details.

Failure to attach the required stamped bank letter that is not more than three months old with the tender submission may render the tenderers zero points for functionality.

Annexure J: Schedule Key Personnel

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Contracts Manager						
Site Agent						
Site Foreman						
Safety officer						
Plant Operators, Technicians, Surveyors						
Unskilled Workers						
Others:						
.....						
.....						
.....						

Signed

Date

Name

Position

Tenderer.....

Annexure K: Schedule of Plant and Equipment

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer.....

Annexure L: Competence Achievement Schedules

Functionality Points will be spread as follows (100 points maximum):

TABLE A1: COMPANY EXPERIENCE

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

✓ **Company Experience in construction projects– 40 points**

- i) Evaluation shall be based on the largest projects executed in the past five years.

Only experience from the tendering entity, and not by staff members, shall be taken into account.

✓ **Relevant Overall Experience of Company – 40 points**

Company Experience	Returnable schedule Ref	Points
A) Provide the names of current/recent contactable references for each category that the bidder has tendered for. The information provided include: <ul style="list-style-type: none">▪ Customer▪ company name▪ contact person▪ address▪ phone number▪ contract value▪ duration of contract• brief description of the services provided Attach certified appointment letters and completion certificates	Annexure H: Competence Achievement Schedules	40

TABLE A2: FINANCIAL REFERENCES

This will be assessed against Bank ratings as follows (If a bank letter is submitted, it should be specific to this project and not older than 90 days):

FINANCIAL REFERENCE	Returnable schedule Ref	Bank Rating	Score
Very Good – indisputable for enquiries	TABLE A2: FINANCIAL REFERENCES	A	10
Good – Good for the amount of work		B	10
Adequate – Good for the amount strictly in accordance with business		C	10
Poor – Reasonable business risk (additional motivation will be required prior appointment)		D	0
Inadequate and risky		E	0
Unacceptable and risky (additional motivation will be required prior appointment)		F	0
The bank letter submitted should have all the banking details of the company, enquiries contact person and details. And the letter must not be older than three (3) months			

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

TABLE A3: KEY PERSONNEL (Attached CV's must be signed by the incumbent listed on the tender form)**Construction Team Key Personnel – 40 points****i) Contracts Manager**

Contract Manager is required to have a National Diploma, BSc/BTech Degree in Construction Studies, Construction Management, Building Science or related and have at least 5 years' construction building works contract OR a National Diploma (NDip.) in Construction Studies, Construction Management, Building Science or related and have at least 7 years building works experience in a contracts manager's role. Points will be allocated on a pro-rata basis from the minimum requirement as indicated below:

Years' Experience	BSc/BTech	5	6	7	8	10
	NDip.	7	8	9	10	12
Points		4	8	12	16	20

ii) Site Agent

Site Agent is required to have a N.D Construction Studies, Building Science or related or has NQF 5 qualification (LIC) and have 5-10 years construction building works contract experience with a minimum of 5 years in construction projects experience in a

site agent's role, as indicated below:

YEARS EXPERIENCE	5	6	7	8	10
POINTS	2	4	6	8	10

iii) Site Foreman

Site Foreman on permanent/contract basis, with at least NQF 2 qualification (LIC) or related qualification with experience in construction building works contract of not less than two (2) years in LIC. Points will be allocated on a pro-rata basis for experience between 3 to 7 years, as indicated below:

YEARS EXPERIENCE	5	6	7	8	10
POINTS	1	2	3	4	5

iv) Safety Officer

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

YEARS EXPERIENCE	2	3	4	5	6
POINTS	1	2	3	4	5

TABLE A4: PLANT AND EQUIPMENT (10 POINTS)

	TARGETED GOALS	TENDERED GOAL	POINTS CLAIMED FOR LEASING	POINTS CLAIMED	ALLOCATED POINTS
1	Firm's number of Pickup/Van x2 or more	5	4		
2	Firm's Other vehicles, implements and/or Equipment	2	2		
3	Firm's location of plant. RSA.1, MP.2 or Ehlanzeni District.3	3	2		
	SUB-TOTAL: Points Claimed	10	8		

SUMMARY OF THE COMPETENCE ACHIEVEMENT SCHEDULE (FUNCTIONALITY)

		MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	Company Experience	40		
2	Financial References	10		
3	Construction Team Key Personnel	40		
4	Plant and Equipment	10		
	SUB-TOTAL:	100		

DOCUMENT 1: Tax Clearance Certificate and SARS PIN

Tax Clearance Certificate obtained from SARS to be inserted here.

IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

Tax clearance certificate

16. No contract may be awarded to a person who has failed to submit a Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS."
2. Before entering into a contract with a successful Tenderer, the Employer will confirm with the CIDB that the Tenderer's registration is active and the expiry date of the tax certificate
3. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the tenderer in every detail and submitted to the Receiver of Revenue** where the tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the tenderer with a Tax Clearance Certificate that will be valid for 12 months from date of issue. **This Tax Clearance Certificate must be submitted with the tender before the closing time and date of the tender.**

Each party to a Consortium / Joint Venture / Subcontractors must complete a separate Tax Clearance Certificate.

APPLICATION FORM FOR TAX CLEARANCE CERTIFICATE

**(IN RESPECT OF
TENDER)**

1. NAME OF TAXPAYER/TENDERER:

2. TRADE NAME:

3. IDENTIFICATION No. (if applicable)

:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

4. COMPANY/CLOSE CORPORATION REG No.

:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

5. INCOME TAX REFERENCE No.

:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

6. VAT REGISTRATION No.

:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

7. PAYE EMPLOYERS REG No. (if applicable)

:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

NB : Copy of the tender request must be attached to this application.

CONTACT PERSON REQUIRING TAX CLEARANCE CERTIFICATE:

SIGNATURE:

NAME :

TELEPHONE NUMBER : CODE: NUMBER:

ADDRESS :

.....

DATE : 20...../...../.....

Please note that the Commissioner for the South African Revenue Service (SARS) will not exercise his discretionary powers in favour of any person with regard to any interest, penalties and/or additional tax leviable due to the late or underpayment of taxes, duties or levies or the rendition of returns by any person.

NAME OF PERSON RESPONSIBLE FOR CONTRACT:

(ST 5.1) March 1999

NB: This is a pro forma application form that has to be submitted to SARS to enable them to issue the required Tax Clearance Certificate. The Tax Clearance Certificate furnished by the Receiver of Revenue must be submitted with the tender (to be attached to the next page).

DOCUMENT 2: Certificate of Contractor Registration Issued by the CIDB

Certificate of Contractor Registration Issued by the CIDB.

Document 3: BBBEE Certificate / Sworn Affidavit

[BBBEE Certificate / Sworn Affidavit to be attached here]

DOCUMENT 4: Format of Curriculum Vitae of Key Personnel

Provide separate forms for each position listed in the Form: Key Personnel

CONTRACTS MANAGER

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
Date

DOCUMENT 4: Format of Curriculum Vitae of Key Personnel

Provide separate forms for each position listed in the Form: Key Personnel

SITE AGENT

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
Date

DOCUMENT 4: Format of Curriculum Vitae of Key Personnel

Provide separate forms for each position listed in the Form: Key Personnel

SITE FOREMAN

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
Date

DOCUMENT 4: Format of Curriculum Vitae of Key Personnel

Provide separate forms for each position listed in the Form: Key Personnel

SAFETY OFFICER

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
Date

DOCUMENT 4: Format of Curriculum Vitae of Key Personnel

Provide separate forms for each position listed in the Form: Key Personnel

OTHER

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
Date

N: Contractor's Health and Safety Declaration

In terms of Clause 4(4) of the OHSA 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 OHSA 1993 Construction Regulations 2003.

To that effect a person duly authorized 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 OHSA 1993 Construction Regulations 2003.
2. I hereby declare that my company 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 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 OHSA 1993 Construction Regulations 2003, including the cost of the specific items listed in the tables hereafter.

(Tables to be completed by Tenderer)

TABLE 1: COST OF SAFETY PERSONNEL

PERSONNEL	COSTS AS ALLOWED IN TENDER	NOMINATED PERSON/S
Construction Supervisor		
Construction Safety Officer		
Health and Safety Representatives		
Health and Safety Committee		

TABLE 2: COST OF SAFETY EQUIPMENT

EQUIPMENT	STATE YES or NO	COST ALLOWED FOR IN TENDER
Hard hats		
Safety boots		
Harnesses		
Gas detectors		
Add items as per risk assessment:		

4. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
5. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 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 and his Agents, visitors, and officials and inspectors of the Department of Labour.
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 (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and 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 OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

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

O: Contractor's Safety Plan

[The Tenderer shall submit separately before commencement of the works his Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003, and referred to in T2.1]

P: Proforma Notification form in terms of the Occupational Health and Safety Act 1993, Construction Regulations, 2014

[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2017, 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 workman'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:.....

EHLANZENI DISTRICT MUNICIPALITY

TENDER NUMBER EDM/30/2023-24

**APPOINTMENT OF FIVE SERVICE PROVIDERS ON A PANEL FOR
GENERAL BUILDING MAINTENANCE WORKS FOR A PERIOD OF 36
MONTHS**

**T2.2 Returnable Schedule required only for tender evaluation purposes,
EHLANZENI DISTRICT MUNICIPALITY Forms (MBD Forms)**

MBD6.1: Preference Points claim form in terms of the preferential procurement regulations 2022

MBD4: Declaration of Interest

MBD8: Declaration of bidder's past Supply Chain Management Practices

MBD9: Certificate of Independent bid determination

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 The applicable preference point system for this tender is the 80/20 preference point system.

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

- (a) Price; and
- (b) Specific Goals.

1.4

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & or & Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \end{array}$$

Where;

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & or & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

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 favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/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.

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 Tenderer

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <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 (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

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

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;

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

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

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

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

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

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

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.

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 Tenderer

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.

Part 1: Agreements and contract data

EHLANZENI DISTRICT MUNICIPALITY

TENDER NUMBER EDM/30/2023-24

APPOINTMENT OF FIVE SERVICE PROVIDERS ON A PANEL FOR GENERAL BUILDING MAINTENANCE WORKS FOR A PERIOD OF 36 MONTHS

C1.1 Form of Offer and Acceptance

Offer

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

APPOINTMENT OF FIVE SERVICE PROVIDERS ON A PANEL FOR GENERAL BUILDING MAINTENANCE WORKS FOR A PERIOD OF 36 MONTHS

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

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

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

.....

..... Rand (in words);

R (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the 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	Date
Name	
Capacity	
for the tenderer	
(Name and
address of	
organization)	
.....	
Name and	
signature	
of witness

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 1 to 4 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, which must be duly signed by the authorized representatives of both parties.

The tenderer shall within 28 days 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 Date

Name

Capacity

for the
Employer EHLANZENI DISTRICT MUNICIPALITY
08 VAN NIEKERK STREET
MBOMBELA
1200

Name and
signature
of witness Date

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.

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

By the duly authorized 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.

For the Tenderer:

For the Employer:

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

Name and address of organisation:

Name and address of organisation:

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

.....	Witness Signature
-------	-------------------	-------

.....	Witness Name
-------	--------------	-------

.....	Date
-------	------	-------

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

EHLANZENI DISTRICT MUNICIPALITY

TENDER NUMBER EDM/30/2023-24

**APPOINTMENT OF FIVE SERVICE PROVIDERS ON A PANEL FOR GENERAL BUILDING
MAINTENANCE WORKS FOR A PERIOD OF 36 MONTHS**

C1.2 Contract Data

CONDITIONS OF CONTRACT

C1.2 : CONTRACT DATA – JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 - May 2018)

The Joint Building Contracts Committee® - NPC

CONTRACT DATA

For use by ORGANS OF STATE and other PUBLIC SECTOR BODIES

JBCC®

The Joint Building Contracts Committee® NPC (JBCC®) is representative of building owners and developers, professional consultants and general and specialist contractors who contribute their knowledge and experience to the compilation of the JBCC® documents. The JBCC® documents portray the consensus view of the constituent members and are published in the interests of standardisation and good practice with an equitable distribution of contractual risk

Application of JBCC® agreements

The definitions contained in the JBCC® Principal Building Agreement apply to this document. A word or phrase in bold type in the text has the same meaning assigned to it in the definitions of such agreement. Where a word or phrase is not in bold type it has the meaning consistent with the context of its use

This contract data contains changes made to the JBCC® Principal Building Agreement to suit Organs of State and other Public Sector Bodies' requirements, as well as unique requirements applicable to the project and variables referred to in the JBCC® Principal Building Agreement and the JBCC® General Preliminaries. The information provided in this document is complete and accurate at the time of calling for tenders. Where additional information becomes available, all tenderers will be informed in writing. Reference to clause numbers in the JBCC® Principal Building Agreement are shown in [square brackets] in this contract data eg [3.2.1]. Spaces requiring information must be filled in, or marked as 'not applicable' but not left blank

Where the contractor is appointed, the contract documents comprise the completed and signed Form of Offer and Acceptance, the signed JBCC® Principal Building Agreement, this completed contract data, the priced document, drawings and other listed documents

Endorsement of JBCC® agreements

The JBCC® Edition 6.2 agreements have been endorsed by Construction Industry Development Board (CIDB) for use by Organs of State and other Public Sector Bodies

A PROJECT INFORMATION

A 1.0 Works [1.1]

Project name	APPOINTMENT OF FIVE SERVICE PROVIDERS ON A PANEL FOR GENERAL BUILDING MAINTENANCE WORKS FOR A PERIOD OF 36 MONTHS
Reference number	EDM/30/2023-24
Works description	Building maintenance to the Ehlanzeni District offices. Refer to document C3 – Scope of Work.

A 2.0 Site [1.1]

Erf / stand number	Erf 1530
Township / Suburb	Sonheuwel – Mbombela
Site address	Ehlanzeni District Municipality 8 van Niekerk Street, Mbombela 1200
Local authority	City of Mbombela

A 3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	Ehlanzeni District Municipality		
Business registration number			
VAT/GST number	4480127499		
Country	RSA		
Employer's representative: Name	Theo Botha		
E-mail	tbotha@ehlanzeni.gov.za	Telephone number	013 759 8517
Mobile number			
Postal address	PO Box 3333		
	Mbombela	Postal code	1200
Physical address	8 van Niekerk Street, Mbombela		
	Mbombela	Postal code	1200

A 4.0 Principal agent [1.1]

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Number, length, area, volume, weight or time.
--	---

B 2.0 Law, regulations and notices [2.0]

Law applicable to the works , state country [2.1]	RSA
---	-----

B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	ZAR
--	-----

B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost [5.6]	1

Documents comprising the agreement	Page numbers
The JBCC ® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The JBCC ® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 14
The JBCC ® General Preliminaries for use with the JBCC ® Principal Building Agreement, Edition 6.2 May 2018	1 to 7
Tender Document	
Drawing Register	

Contract drawings – description	Number	Revision	Date
As per drawing register			

B 5.0 Employer's agents [6.0]

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [6.2]
Not applicable.

Principal agent's and agents' interest or involvement in the works other than a professional interest [6.3]
Not applicable.

B 6.0 Insurances [10.0]

Insurances by employer			Amount including tax	Deductible amount including tax
Yes/no?	NO			
Contract works insurance:				
	New works [10.1.1] (contract sum or amount)			
or	Works with practical completion in sections [10.2] (contract sum or amount)			
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)			
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	Escalation, professional fees and reinstatement costs if not included above			
Total of the above contract works insurance amount				
Supplementary insurance [10.1.2; 10.2]				
Public liability insurance [10.1.3; 10.2]				
Removal of lateral support insurance [10.1.4; 10.2]				
Other insurances [10.1.5]				
Yes/no?	NO	If yes, description 1		
Yes/no?	NO	If yes, description 2		

and/or

Insurances by contractor		Amount including tax	Deductible amount including tax
Yes/no?	YES		
	New works [10.1.1] (contract sum or amount plus 10%)		
or	Works with practical completion in sections [10.2] (contract sum or amount)		
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)		
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance		
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance		
	Escalation, professional fees and reinstatement costs if not included above		
Total of the above contract works insurance amount			
Supplementary insurance [10.1.2] – Contract sum plus 10%			
Public liability insurance [10.1.3] not exceeding 5% of each and every claim		R5 000 000.00	
Removal of lateral support insurance [10.1.4]			
Other insurances [10.1.5]: Refer B17.0			
Yes/no?		If yes, description 1	
Hi Risk Insurance [10.1.5.1]			
Yes/no?		If yes, description 2	

B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]		Yes/no?	YES
If yes, description	Existing premises of the district offices		
Restriction of working hours [12.1.2]		Yes/no?	YES
If yes, description	Work shall be executed during normal working hours i.e. 7h00 until 17h00, Monday to Saturday.		
Natural features and known services to be preserved by the contractor [12.1.3]		Yes/no?	YES
If yes, description	Vegetation and landscape to be preserved and make good on alteration		
Restrictions to the site or areas that the contractor may not occupy [12.1.4]		Yes/no?	YES
If yes, description	Hoarding fencing should allow for vehicular and pedestrian access		
Supply of free issue [12.1.10]		Yes/no?	NO
If yes, description			

B 8.0 Nominated subcontractors [14.0]

Yes/no?		If yes, description of specialisation
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		

B 9.0 Selected subcontractors [15.0]

Yes/no?		If yes, description of specialisation
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		

B 10.0 Direct contractors [16.0]

Yes/no?		If yes, description of extent of work
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		

B 11.0 Description of sections [20.1]

Section 1	Complete work whole
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	
Section	Remainder of the works

B 12.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]

Practical completion for the works as a whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)
		5 Days	6 months	5,75c of R100 of the Contract Value, excluding VAT

or where **sections** are applicable

Practical completion of a section of the works	Intended date of possession of a section Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)
Section 1				
Section 2				
Section 3				
Section 4				
Section 5				
Section 6				
Section 7				
Section 8				
Remainder of the works				

Criteria to achieve practical completion not covered in the definition of practical completion
As per industry norm and definition

B 13.0 Defects liability period [21.0]

Extended defects liability period: 365 calendar days B17.0 [21.13]		Yes/no?	YES
If yes, description of applicable elements	13.1 All building works 13.2 All electrical and electronical		

B 14.0 Payment [25.0]

Date of month for issue of regular payment certificates [25.2]	20th		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes/no?	NO	
If yes, method to calculate			
Employer shall pay the contractor within: [25.10]	Twenty-one (21) calendar days		

B 15.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10]	To be advised		
Name of nominating body			
Applicable rules for adjudication [30.6.2]			
Arbitration [30.7.4; 30.10]	Yes/no? *	YES	
If Yes, name of nominating body	To be advised		
* If No, then dispute will be referred to litigation			
Applicable rules for arbitration [30.7.5]			

B 16.0 JBCC® General Preliminaries - selections

Provisional bills of quantities [P2.2]		Yes/no?	YES	Unpriced BOQ
Availability of construction information [P2.3]		Yes/no?	YES	Technical documentation
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]		As-built drawings and demolition plans		
Previous work - defects - details of previous contract(s) [P3.2]		None		
Inspection of adjoining properties - details [P3.3]		Not applicable		
Handover of site in stages - specific requirements [P4.1]		Not applicable		
Enclosure of the works - specific requirements [P4.2]		Full compliance		
Geotechnical and other investigations - specific requirements [P4.3]		Allowance for blasting rock in BOQ		
Existing premises occupied - details [P4.5]		Full compliance		
Services - known - specific requirements [P4.6]		As-built drawings		
Water [P8.1]	By contractor	Yes/no?	NO	
	By employer	Yes/no?	YES	
	By employer – metered	Yes/no?	NO	
Electricity [P8.2]	By contractor	Yes/no?	NO	
	By employer	Yes/no?	YES	
	By employer – metered	Yes/no?	NO	
Ablution and welfare facilities [P8.3]	By contractor	Yes/no?	YES	Provide temporary ablution
	By employer	Yes/no?	NO	

Communication facilities - specific requirements [P8.4]	Full compliance
Protection of the works - specific requirements [P11.1]	Full compliance
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]	Full compliance
Disturbance - specific requirements [P11.5]	Full compliance
Environmental disturbance - specific requirements [P11.6]	Full compliance

C TENDERER'S SELECTIONS

C 1.0 Securities [11.0]

Guarantee for construction: Select Option A or B

☒ B

Option A	Guarantee for construction (variable) by contractor [11.1.1]
Option B	Guarantee for construction (fixed) by contractor [11.1.2]
Guarantee for payment by employer [11.5.1; 11.10]	Not applicable
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	Not applicable

C 2.0 Contractor's annual holiday periods during the construction period

Year 1 contractor's annual holiday period	start date	Not applicable	end date	
Year 2 contractor's annual holiday period	start date	Not applicable	end date	
Year 3 contractor's annual holiday period	start date	Not applicable	end date	

C 3.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B

☐

Where the **contractor** does not select an option, Option A shall apply

Payment methods

Option A	The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum , which contract sum shall exclude the amount of preliminaries . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations

C 4.0 Adjustment of preliminaries [26.9.4]

Contractor's selection

Select Option A or B

☐

Where the **contractor** does not select an option, Option A shall apply

Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in **sections** is required, the **contractor** shall provide an apportionment of **preliminaries** per **section**

Option A	An allocation of the preliminaries amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) working days of the date of acceptance of the tender
Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working days of possession of the site . Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of construction equipment , establishment and dis-establishment charges, insurances and guarantees, all in terms of the programme

Adjustment methods

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**

Option A	<p>The preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts provided by the contractor, apportioned to sections where completion in sections is required</p> <p>Fixed - An amount which shall not be varied</p> <p>Value-related - An amount varied in proportion to the contract value as compared to the contract sum. Both the contract sum and the contract value shall exclude the amount of preliminaries, contingency sum(s) and any provision for cost fluctuations</p> <p>Time-related - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]</p>
Option B	<p>The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]</p> <p>The adjustment shall take into account the resources as set out in the detailed breakdown of the preliminaries for the period of construction during which the delay occurred</p>

Failure to provide particulars within the period stated

Option A	<p>Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply:</p> <p>Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment of the preliminaries per section is not provided, the categorised amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent</p>
Option B	<p>Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply</p>

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations

C1.3: FIXED CONSTRUCTION GUARANTEE – JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Project Name:	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR GENERAL BUILDING MAINTENANCE WORKS
Tender No:	EDM/30/2023-24

CONSTRUCTION GUARANTEE



Guarantee for Construction

For use with the JBCC® Principal Building Agreement state edition *State*

GUARANTOR DETAILS

Guarantor:			
Physical address:			
Guarantor's signatory 1:		Capacity:	
Guarantor's signatory 2:		Capacity:	
Employer:			
Contractor:			
Principal Agent:			
Works:			
Site:			
Name of Signatory:			
Contract Sum:	Accepted amount inclusive of tax	Currency:	
... amount in words:			
Guaranteed Sum:	The maximum aggregate amount	Currency:	
... amount in words:			
Security for Construction	Direct variable or fixed:	Expiry date:	

AGREEMENT DETAILS

Sections	Total number / not applicable	Last section
Principal Agent issues	JBCC® Interim Payment Certificates, the Final Payment Certificate, the Certificate of Practical Completion and the Certificate of Final Completion	

1.0 GUARANTEE for CONSTRUCTION (Variable)

1.1 Where a Guarantee for Construction (Variable) in terms of the Agreement has been selected this clause 1.0 and 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the diminishing amounts of the Guaranteed Sum as follows:-

GUARANTOR'S LIABILITY

1.1.1 Maximum Guaranteed Sum (not exceeding 10.0% of the contract sum) in the amount of:

Amount in words:	
------------------	--

1.1.2 Reducing to the Guaranteed Sum (not exceeding 6.0 % of the contract sum) in the amount of:

Amount in words:	
------------------	--

1.1.3 Reducing to the Guaranteed Sum (not exceeding 4.0% of the contract sum) in the amount of:

Amount in words:	
------------------	--

1.1.4 Reducing to the Guaranteed Sum (not exceeding 2.0% of the contract sum) in the amount of:

Amount in words:	
------------------	--

1.2 The Guarantor's liability limits set out in 1.1.1 to 1.1.4 shall apply in respect of any claim received by the Guarantor during the Security validity

2.0 GUARANTEE for CONSTRUCTION (Fixed)

2.1 Where a Guarantee for Construction (Fixed) in terms of the Agreement has been selected this clause 2.0 and 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:-

GUARANTOR'S LIABILITY

Maximum Guaranteed Sum (not exceeding 5.0% of the contract sum) in the amount of:

Amount in words:	
------------------	--

PERIOD OF LIABILITY

From and including the date of issue of this Guarantee for Construction and up to and including the date of the only Certificate of Practical Completion or the last Certificate of Practical Completion where there are sections; whereafter this Guarantee for Construction shall expire

4.0 The Guarantor acknowledges that:-

- 3.1 Any reference in this Guarantee for Construction to the Agreement is made for the purpose of convenience and shall not be construed as any intention to create an accessory obligation or any intention to create a suretyship
- 3.2 Its obligation under this Guarantee for Construction is restricted to the payment of money
- 3.3 Reference to a recovery statement, or an Interim or Final Payment Certificate, or a Certificate(s) of Practical or Final Completion shall mean such certificate issued by the Principal Agent
- 4.0 Subject to the Guarantor's maximum liability referred to in clauses 1.0 or 2.0, 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 notice issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an Interim or Final Payment Certificate has not been made in terms of the Agreement 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 notice 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) calendar days has elapsed since the issue of the first written demand notice in terms of 4.1 and that the sum certified has not been paid to date. The Employer herewith calls up this Guarantee for Construction and demands payment of the sum certified from the Guarantor
 - 4.3 A copy of the applicable payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in 4.0
- 5.0 Subject to the Guarantor's maximum liability referred to in 1.0 or 2.0, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand notice from the Employer to the Guarantor at the Guarantor's physical address

Amount in words:

- 1.1.4 Reducing to the Guaranteed Sum (not exceeding 2.0% of the contract sum) in the amount of:

From and including the day after the date of the applicable Certificate of Final Completion and up to and including the date of issue of the Final Payment Certificate where payment is due to the Contractor, whereafter this Guarantee for Construction shall expire. Where the Final Payment Certificate reflects payment due to the Employer this Guarantee for Construction shall expire upon payment of the full amount certified

Amount in words:

- 1.2 The Guarantor's liability limits set out in 1.1.1 to 1.1.4 shall apply in respect of any claim received by the Guarantor during the Security validity

2.0 GUARANTEE for CONSTRUCTION (Fixed)

- 2.1 Where a Guarantee for Construction (Fixed) in terms of the Agreement has been selected this clause 2.0 and 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:a

GUARANTOR'S LIABILITY

Maximum Guaranteed Sum (not exceeding 5,0% of the contract sum) in the amount of:

Amount in words:

PERIOD OF LIABILITY

From and including the date of issue of this Guarantee for Construction and up to and including the date of the only Certificate of Practical Completion or the last Certificate of Practical Completion where there are sections, whereafter this Guarantee for Construction shall expire

- 3.0 The Guarantor acknowledges that:a

- 3.1 Any reference in this Guarantee for Construction to the Agreement is made for the purpose of convenience and shall not be construed as any intention to create an accessory obligation or any intention to create a suretyship
- 3.2 Its obligation under this Guarantee for Construction is restricted to the payment of money
- 3.3 Reference to a recovery statement or an Interim or Final Payment Certificate, or a Certificate(s) of Practical or Final Completion shall mean such certificate issued by the Principal Agent
- 4.0 Subject to the Guarantor's maximum liability referred to in clauses 1.0 or 2.0 , the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:a
- 4.1 A copy of a first written demand notice issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or Final Payment Certificate has not been made in terms of the Agreement 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 Afirst written demand notice 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) calendar days has elapsed since the issue of the first written demand notice in terms of 4.1 and that the sum certified has not been paid to date. The Employer herewith calls up this Guarantee for Construction and demands payment of the sum certified from the Guarantor
- 4.3 A copy of the applicable payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in 4.0
- 5.0 Subject to the Guarantor's maximum liability referred to in 1.0 or 2.0 , the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand notice from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee for Construction stating that:a
- 5.1 The Agreement has been terminated due to the Contractor's default and that the Security for Construction is called up in terms of 5.0. The demand notice shall enclose a copy of the notice of termination; or
- 5.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee for Construction is called up in terms of 5.0. The demand notice shall enclose a copy of the court order
- 6.0 The aggregate amount of payment to be made by the Guarantor in terms of 4.0 and 5.0 shall not exceed the Guarantor's maximum liability in terms of 1.0 or 2.0
- 7.0 Where the Guarantor is a registered insurer and has made payment in terms of 5.0, the Employer shall within one hundred and eighty (180) calendar days of receipt of payment submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee for Construction have been expended, or will be expended, and shall refund to the Guarantor any surplus amount. All monies refunded to the Guarantor in terms of this Guarantee for Construction shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date of payment by the Guarantor to the Employer until the date of refund

- 8.0 Payment by the Guarantor in terms of 4.0 or 5.0 shall be made within seven (7) calendar days upon receipt of the first written demand notice to the Guarantor
- 9.0 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee for Construction on account of any conduct alleged to be prejudicial to the
- 10.0 The Guarantor chooses the physical address stated above for all transactions in relation to this security
- 11.0 This Guarantee for Construction is neither negotiable nor transferable and shall expire in terms of either 1.1.4 or 2.1, or on payment in full of the Guaranteed Sum or on the Security expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original Guarantee for Construction form shall be returned to the Guarantor after it has expired
- 12.0 This Guarantee for Construction, with the required demand notices in terms of 4.0 or 5.0, shall be regarded as a liquid document for the purpose of obtaining a court order
- 13.0 Where this Guarantee for Construction is issued in the Republic of South Africa the Guarantor hereby consents to the jurisdiction of a court in the area where the project is located

Signed at

Date

Guarantor's Signatory 1

Guarantor's Signatory 2

Witness

Witness

Guarantor's seal or stamp

EHLANZENI DISTRICT MUNICIPALITY

TENDER NUMBER EDM/30/2023-24

**APPOINTMENT OF FIVE SERVICE PROVIDERS ON PANEL FOR GENERAL BUILDING
MAINTENANCE WORKS FOR A PERIOD OF 36 MONTHS**

C1.4 SAFETY AGREEMENT

OHS MEMORANDUM OF AGREEMENT CONCLUDED BY AND BETWEEN:

EHLANZENI DISTRICT MUNICIPALITY

(HEREINAFTER REFERRED TO AS THE MUNICIPALITY)

herein represented by _____

in his capacity as _____
of the Municipality, he being duly authorised thereto

and

(hereinafter referred to as the Mandatory)

herein represented by _____
in his capacity as _____
of the Mandatory, he being duly authorised thereto

WHEREAS:

1. The Municipality and the mandatory entered into a written, alternatively oral agreement on the.....Day of20..... in terms of which the Mandatory undertook to carry out the following work for the Municipality, viz. (give a short description of the type of contract work to be done as well as the address where work will be done)

*(The said contract work is hereinafter referred to as the **Work**)*

2. The Occupational Health and Safety Act, Act 85 of 1993 as amended (hereinafter referred to as **the Act**) contains amongst others certain provisions with regard to the health and safety of people at work and in connection with the usage of plant and machinery, as well as the protection of other persons than persons at work against hazards to health and safety that originates from or in connection with the activities of persons at work.
3. Section 37(2) of the Act makes provision for the exclusion by the parties, by way of a written agreement, of supposition and accompanying liability of the Municipality as stipulated in section 37(1) of the Act.
4. The parties have reached consensus with regard to the terms and conditions to which they agree in terms of the provisions of section 37(2) of the Act.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS

1. WRITTEN AGREEMENT

The parties herewith agree in terms of section 37(2) of the Act on the arrangements and procedures that must be followed to ensure compliance with the provisions of the Act by the Mandatory.

2. ACKNOWLEDGEMENT BY THE MANDATORY

The mandatory acknowledge herewith that he is fully acquainted with the contents of the Act, as well as with all regulations and SABS codes of practice that have been made in terms of section 43 of the Act.

3. UNDERTAKING BY MANDATORY

- (a) The Mandatory hereby undertakes and binds himself to the Municipality to ensure prompt and strict compliance with the provisions of the Act and the said regulations as well as with the provisions included in this Safety Agreement at all times during the execution of the Works
- (b) It is hereby recorded that the provisions of this Safety Agreement as set out hereinafter are in no way intended to restrict the duties of the Mandatory, nor to exempt the Mandatory from his obligation in accordance with the Act and the said regulations

4. PERSONAL PROTECTIVE EQUIPMENT

- (a) It is compulsory to wear equipment for eye protection when working in an eye protection zone or where the Work requires eye protection, and all PPE to protect against COVID-19.
- (b) It is compulsory to wear safety helmets when working in a safety helmet zone or where the Work requires safety helmets.
- (c) It is compulsory to wear hearing protection when working in a noise zone or where the Work requires hearing protection.
- (d) The wearing of other protective clothing and equipment as prescribed by the Occupational Health and Safety Officer of Bushbuckridge Local Municipality is compulsory.
- (e) The Mandatory shall ensure that the statutory requirements are complied with at all times.

5. FENCING AND GENERAL MACHINERY PROTECTION

No shield or fencing may be removed from or be moved at any machinery or installation without written permission.

6. SCAFFOLDING, LADDERS, TOOLS, ET CETERA

The Mandatory without the written permission of the Municipality may use no equipment or tools that belong to the Municipality.

Except where agreed beforehand the Mandatory shall provide enough tools and equipment to enable him to complete the Works and the Mandatory shall provide all storerooms, offices and eating halls that he may need. The Mandatory will be responsible for all his material on site.

In special case where the Municipality may lend equipment, tools, or materials to the Mandatory, the Mandatory will use such equipment, tools and/or materials at his own risk and the Mandatory herewith indemnifies the Municipality against any liability of whichever nature or from any cause whatsoever, whether direct or indirect, that may arise from such usage.

7. SERVICES AND WORKING METHODS

The written permission of the Chief Executive/Town Clerk of the Municipality shall be obtained where any work which must be undertaken by the Mandatory is connected with a working process or machinery or any other service in connection therewith, or may possibly affect it, before he commences with such work.

Approval shall be obtained from the City Electrical Engineer of the Municipality before any equipment is connected to the electrical supply of the Municipality. All equipment shall be isolated before any equipment is connected to the electrical supply of the Municipality. It shall be isolated and be provided with earth leakage protection. Electrical machinery, portable electrical tools, and portable lights must comply with the requirements of the applicable regulations.

Work permits must be issued in terms of the Occupational Health and Safety Act and Regulations when the nature of the work requires it. Permits must be issued by the relevant departmental head where necessary.

8. EXCAVATIONS

Written permission for excavations shall be obtained from the City Engineer of the Municipality and the Mandatory shall make sure of the existence and position of electrical cables, discharge pipes, gas lines, water conduits, et cetera before he commences with any excavation work.

All excavations and obstructions and/or any openings in platforms or floors shall be enclosed in a safe way and warning notices shall be erected to ensure absolute safety. An adequate number of red or orange caution lights shall be provided when it is dark or should bad light prevail.

The area surrounding excavations shall be kept in a safe, orderly, and tidy condition. No loose material of whatever nature may be left in walkways or workplaces or be allowed to block walkways or workplaces.

Nobody may enter into any restricted area in which hazardous fumes or a shortage of oxygen exists without a permit giving permission to do so, issued by the head of the relevant department of the Municipality and until it has been certified safe for entrance by the Occupational Health and Safety Officer and the Health Inspector of the Municipality.

9. RESTRICTION TO WORKPLACE

Employees of the Mandatory shall be restricted to their workplaces except when they have to leave their area for work purposes or when they visit toilets.

10. SUBCONTRACTORS

The Mandatory shall ensure that all subcontractors receive a copy of this safety agreement and must ensure they comply with it.

11. OCCUPATIONAL HEALTH AND SAFETY OFFICER AND THE REPORTING OF ALL ACCIDENTS

The Occupational Health and Safety Officer of the Municipality is available for consultation and he will make periodical visits to the workplace of the Mandatory. Any hazardous occurrence or incident to the employees of the Mandatory that results in absence from work for a period longer than three days shall be reported in writing to the Occupational Health and Safety Officer of the Municipality within forty eight hours as well as to the Department of Labour as specified by the Act. Every user, employer, occupier, builder, or excavator must, under this Act, keep record of all accidents that occur.

In the case of an accident that results in loss of life, nobody may disturb the scene of the accident or any articles involved in the accident prior to the arrival of the Occupational Health and Safety Officer and the Inspector, unless it is to prevent another accident from happening or the prevention of loss of life or to remove corpses.

The Occupational Health and Safety Officer will issue contravention notices to the Mandatory or a sub-contractor when there is a non-compliance and will specify the time in which it must be rectified.

The Occupational Health and Safety Officer will issue work stop notices to the Mandatory or sub-contractor whenever he is of the opinion that the health and safety of any person at work is threatened or that the contravention notices are not adhered to.

12. FIRST AID

Where five or more persons are employed at a workplace, the Mandatory shall provide and maintain an adequately equipped first-aid box that meets the following requirements.

- (a) Every first-aid box shall contain the minimum contents as prescribed by the Occupational Health and Safety Act.
- (b) Nothing except articles and equipment required for first-aid purposes may be kept in the first-aid box.
- (c) Each first-aid box shall be kept in a place readily accessible in case of an accident.

All first-aid boxes shall be placed under control of a responsible person except where five or less persons are at work. The responsible person must be in the possession of a valid first-aid certificate issued by one of the following organisations:

- A South-African Red Cross Society
- B St. John's Ambulance Foundation
- C South-African First-Aid League

A notice indicating where the first-aid box is kept as well as the name of the person in charge, shall be affixed in a conspicuous place. The first-aid facilities of the Municipality may be used during emergencies.

13. FIRE PREVENTION MEASURES AND STORAGE OF FLAMMABLE MATERIAL

The Fire department of the Municipality shall be notified before any welding, oxyacetylene welding, cutting, burning of paint or tar from floors or roofs is undertaken so that the necessary fire prevention measures can be arranged. All "NO SMOKING AND OPEN SURFACE FIRES/LIGHTS PROHIBITED" notices shall be adhered to. The Mandatory and his senior employee shall acquaint themselves and their fellow workers with the fire prevention measures of the Municipality, which will also include fire alarm notices and exits in case of fire, and they shall ensure that these rules are strictly complied with.

14. COMPLETION OF WORK

Before the mandatory or his sub-contractors leaves the site they shall inform the Head of the relevant Department of the Municipality and obtain his/her written approval that the work has been completed satisfactory and that the site of the work is left in a good condition.

15. SALVAGED MATERIAL AND EQUIPMENT

Any building demolished or equipment or materials that are salvaged whilst carrying out the work shall remain the property of the Municipality, unless the contract specifically provides otherwise.

16. BREAKING OF THESE RULES AND POOR CONDUCT

The Mandatory is warned that no behaviour that causes danger to their own employees, to the employees of the Municipality or general public will be tolerated. The Occupational Health and Safety Officer of the Municipality reserves the right of the withdrawal of any employees of the Mandatory or Municipality from the premises in the case of any default or breach of the agreement and to order that the completion of the work be stayed, pending compliance with this agreement; alternatively to cancel the agreement referred to in par.2 in which event the Municipality will be entitled to appoint an alternative contractor to complete the work and recover the costs thereof from the mandatory, without prejudice to any alternative or additional right or action or remedy to the Municipality, to recover from the mandatory damages for the default or breach and the cancellation.

The senior employees of the Mandatory shall sign a note of acknowledgement of this safety agreement to certify that they have received the regulations as included herein and that they understand the regulations

17. INTOXICATION

Nobody that is in a state of intoxication or that is in any other condition that causes or may cause his/her incapability to control him/herself or persons under his control may and shall not be permitted on the premises of the Municipality. The Occupational Health and Safety Officer of the Municipality reserves the right to the withdrawal of any employees of the Mandatory or Municipality from the premises in the case of any transgression of this nature.

18. CONFIDENTIALLY

The Mandatory shall at all times treat data and information that have been made known to him or that he requires in connection with his work from the Municipality as confidential and he may not make unauthorized use thereof. He must also ensure that such data and information are not communicated to anybody else that is not an employee of the Mandatory without obtaining prior written approval from the Municipality and he must further ensure that such persons do in fact know that the said information is confidential and that they are obliged to treat it as such.

The Mandatory shall provide for adequate physical protection for any confidential documents, sketches, et cetera that he receives from the Municipality in connection with the work as well as for any copies thereof that he makes. He shall hand back all documents sketches and copies thereof to the Municipality upon completion of the work, or earlier, if so requested by the Municipality. The Mandatory shall inform the Municipality immediately should any such documents or sketches become lost.

19. INDEMNIFICATION BY THE MANDATORY

The following conditions will be applicable to the Mandatory:

- (a) The Mandatory is liable and herewith indemnifies the Municipality irrevocably and in full against any claim for loss or damage to property or arising from death or injury of any person and any associated loss or damage suffered, and against all lawsuits, claims, demands, costs, expenses, and charges that may arise when the said occurrences are caused on purpose or through the negligence, violation of legal obligations or failure by the Mandatory or its employees.
- (b) Whenever any of the employees of the Municipality is busy with work to, or with the supply of material that will be used during the execution of the work by the Mandatory, or otherwise busy with work under the instruction and supervision of the Mandatory, in as far as they may be negligent or fail to do their duty, they will be regarded as employees of the mandatory
- (c) All installations, equipment, hoisting-apparatus and other implements, scaffolding, ladders, material, et cetera that are borrowed from the Municipality by the Mandatory for usage during the execution of the work, will be used entirely at the risk of the Mandatory or employees of the Mandatory and the Mandatory herewith indemnifies the Municipality irrevocably and in full against any liability that may arise from such usage.

20. AMENDMENTS MUST BE IN WRITING

The parties agree herewith that this safety agreement is the only safety agreement between them and that no amendment thereof will be valid unless it is in writing and signed by both parties.

21. JURISDICTION AND LEGAL COSTS

In the event of any legal action being instituted pertaining to this agreement the party in default or breach will be liable for the other party's legal costs on the scale as between attorney and own client and the parties consent to the jurisdiction of the magistrate's court for purpose of any legal action being instituted.

PARTICULARS OF THE MANDATORY

Name (Mandatory) _____

C.E.O. (Section 16(1)) _____

ID NO _____

Designation _____

Name of Business _____

Address of Business _____

Tel number (h) _____ (w) _____ e-mail _____

Number of employees employed: _____

Registration number as allocated to the Mandatory by the Workman's Compensation Commissioner

Date allocated _____

Thus done and signed on this _____ day of _____ 20 _____

As witnesses:

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

THE MANDATORY

Thus done and signed on this _____ day of _____ 20 _____

As witnesses

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

THE MUNICIPALITY

Acknowledgement of receipt of the agreement:

THE MANDATORY

Part 2: Pricing data

EHLANZENI DISTRICT MUNICIPALITY

TENDER NO: EDM/30/2023-24

APPOINTMENT OF FIVE SERVICE PROVIDERS ON PANEL FOR GENERAL BUILDING MAINTENANCE WORKS FOR A PERIOD OF 36 MONTHS

C2.1 Pricing Instructions

C2.1: PRICING INSTRUCTIONS – JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 - May 2018)

Project Name:	APPOINTMENT OF A PANEL OF FIVE SERVICE PROVIDERS FOR GENERAL BUILDING MAINTENANCE WORKS FOR A PERIOD OF 36 MONTHS
Tender No:	EDM/30/2023-24

C2.1 Pricing Instructions

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work as amended) published and issued by the Association of South African Quantity Surveyors (November 2007 edition). Where applicable the:
 - a) Buildings works including glazing has been drawn up in accordance with the provisions of the latest edition of SABS SANS10400. The application of the National Building Regulations.
- 2 The agreement is based on the JBCC series Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the preliminaries for the use of the said JBCC Series. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.
- 5 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Architect and can be viewed at any time during office hours up until the completion of the works.
- 6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 7 The bills of quantities forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, The Standard Conditions of Tender, Conditions

EHLANZENI DISTRICT MUNICIPALITY

TENDER NUMBER EDM/30/2023-24

APPOINTMENT OF A PANEL OF FIVE SERVICE PROVIDERS FOR GENERAL BUILDING MAINTENANCE WORKS FOR A PERIOD OF 36 MONTHS

C2.2: BILLS OF QUANTITIES

				YEAR 1		YEAR 2		YEAR 3	
ITEM	DESCRIPTION Supply all materials, labour and installation	UNIT	QTY	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT
1	<u>PAINTING</u>								
1.1	Prepare water damaged painted area to receive two coats PVA emulsion paint for interior use on existing walls colour to match existing	sqm	1						
1.2	Fill and repair external cracks in masonry and plaster.	m	1						
1.3	Fill and repair internal cracks in masonry and plaster.	m	1						
1.4	Fill and repair cracks and install flexible joint.	m	1						
1.5	One coat alkali resistant primer, one undercoat and two coats PVA emulsion paint for interior use on plastered areas	sqm	1						
1.6	Two coats PVA emulsion paint for interior use on existing walls colour to match existing	sqm	1						

				YEAR 1		Year 2		Year 3	
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT
	Supply all materials, labour and installation								
1.7	Apply two coats bituminous aluminium paint on waterproofing to roofs	sqm	1						
		TOTAL SECTION 1							
2	<u>IRON MONGERY</u>								
2.1	100mm Hinge	No	1						
2.2	Mortice indicator bolt	No	1						
2.3	Mortice deadlock	No	1						
2.4	Rebated mortice lock set	No	1						
2.5	Approximately 100mm door handle	No	1						
2.6	Door closer	No	1						
2.7	Approximately 150 x 150mm aluminium number, name or pictogram plate	No	1						
2.8	Door stop, plugged	No	1						
2.9	Coat hanger with rubber buffer	No	1						
		TOTAL SECTION 2							
3	<u>BATHROOM FITTINGS (manufactured by "Gio Bella")</u>								
3.1	"Ref 4330" chromium plated single towel rail, plugged	No	1						
3.2	"Ref PHCC1" chromium plated corner shower soap candy with hook, plugged	No	1						
		TOTAL SECTION 3							

				YEAR 1		YEAR 2		YEAR 3	
ITEM	DESCRIPTION Supply all materials, labour and installation	UNIT	QTY	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT
4	<u>SUSPENDED CEILING</u>								
4.1	Replace damaged or water-stained ceiling boards	No	1						
4.2	600x600mm Lunar mineral fiber layin ceiling board	No	1						
4.3	600x600mm Lunar vinylclad layin ceiling board	No	1						
4.4	1200x600mm Lunar vinylclad layin ceiling board	No	1						
4.5	Repair and re-paint flush plasterboard ceiling bulkhead in Central Wing second floor	No	1						
4.6	Repair plasterboard bulkhead with rendering coat with gypsum skim plaster finishing coat,	No	1						
4.7	Two coats PVA emulsion paint for interior use on gypsum skim plaster rendered pasteboard paint colour to match existing	No	1						
		TOTAL SECTION 4							
5	<u>REPAIRS ON LEAKING IBR CHROMA DECK SHEETING</u>								
5.1	Membrane plus 2 coats uv protection paint on flashings (Colour to match IBR)	m	1						
5.2	Seal Coping concrete edge beams with 3 x cotes of ABE waterproofing sealant	m	1						
		TOTAL SECTION 5							

				YEAR 1		YEAR 2		YEAR 3	
ITEM	DESCRIPTION Supply all materials, labour and installation	UNIT	QTY	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT
6	<u>DRYWALL AND GLAZING REPAIR</u>								
6.1	Dry wall partitioning complete to match existing	m	1						
6.2	Glass partitioning complete to match existing	m	1						
6.3	Glazing ceiling to floor	No	1						
		TOTAL SECTION 6							
7	<u>WATERPROOFING AND ROOF REPAIR</u>								
7.1	Prepared existing waterproofing on roof slabs to receive Derbigum SP 4. Installation must be done by an approved applicator and must include a 10 year guarantee.	sqm	1						
7.2	Prepare Waterproof parapet walls with Derbigum SP 3. Installation must be done by an approved applicator and must include a 10 year guarantee. Refer to drawing 0145-006	sqm	1						
7.3	Install Sudaflex 40FC cork around all chromadech roof fixings.	No	1						
7.4	Repair and fix water proofing around flashings with membrane and adhesive	m	1						
7.5	Apply Acrylic sealant around leaking window frames and window sills (<u>Externally – Including rope or scaffolding access</u>)	m	1						
		TOTAL SECTION 7							

				YEAR 1		YEAR 2		YEAR 3	
ITEM	DESCRIPTION Supply all materials, labour and installation	UNIT	QTY	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT
8	<u>FLOORING</u>								
8.1	Remove existing large porcelain floor tiles and spoil. Border tiles to be protected from damage. Protect all mosaic tiles and aluminium borders.	sqm	1						
8.2	Remove existing carpets and spoil. Border tiles to be protected from damage. Protect all mosaic tiles and aluminium borders.	sqm	1						
8.3.1	Tile floor with porcelain floor tiles sizes 300x300 fixed with adhesive to screed (screed elsewhere) and flush pointed with grout	sqm	1						
8.3.1	Tile floor with porcelain floor tiles sizes 600x600 fixed with adhesive to screed (screed elsewhere) and flush pointed with grout	sqm	1						
8.4	Clean carpets with non allergic shampoo and water suction	sqm	1						
8.5	Remove and replace slate tiling	sqm	1						
8.6	Replace damaged 75mm aluminium power skirting	m	1						
		TOTAL SECTION 8							
9	<u>External Site Works</u>								

				YEAR 1		YEAR 2		YEAR 3	
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT
	Supply all materials, labour and installation								
9.2.1	Remove and Spoil existing damaged paving to an approved dumping site	sqm	1						
9.2.2	Remove and Re-use existing paving bricks including layer works, river sand, fine sand and compaction	sqm	1						
9.2.3	Supply and install new paving bricks with river sand, fine sand and compaction	sqm	1						
9.3	Opening and cleaning of external building gutters, spoil debris materials	m	1						
9.4	Opening and cleaning of external storm water pipes, spoil debris materials	m	1						
		TOTAL SECTION 9							

SECTION 10 – MISCELLANEOUS ITEMS										
Work related to unspecified items Labour and Materials based Including but not limited to the following Flagpole Maintenance, Carport Repairs, Fixing or Replacing Steel Balustrades, replacing wallpaper, Replacing Window Decals, Fixing/adjustment of aluminium doors and windows, Perimeter fence/electrical fence fixing/maintenance, Servicing or replacing of fire extinguishers,					Year 1		Year 2		Year 3	
Item	Description	Unit	Estimated Quantity		Rates (Excl. VAT)		Rates (Excl. VAT)		Rates (Excl. VAT)	
10.1	Percentage mark-up for materials not listed	% Mark up	%		%		%		%	
					RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT
10.2	The Service Provider is to tender their total cost per hour on site per qualified Artisan and an assistant to perform service and repairs during Normal working hours (07H:00 – 17H:00).	Artisans	Rate/hour	1 hour						
10.3		General Worker	Rate/hour	1 hour						
10.4		Artisans	Rate/hour	1 hour						
10.5	The Service Provider is to tender their total cost per hour on site per qualified Artisan and an assistant to	General Worker	Rate/hour	1hour						

	perform service and repairs during After working hours and Saturdays (17:00 – 07:00)									
10.6	The Service Provider is to tender their total cost per hour on site per qualified Artisan and an assistant to perform service and repairs during Sunday and Public Holiday. This cost shall exclude material, which has previously been dealt with in this contract	Artisans	Rate/ hour	1 hours						
10.7		General Worker	Rate/ hour	1 hours						

Pricing Summary

Items	Total Year 1	Total Year 2	Total Year 3
Section 1			
Section 2			
Section 3			
Section 4			
Section 5			

Section 6			
Section 7			
Section 8			
Section 9			
Section 10			
Sub Total			
Sub Total			
Total for 36 Months			
Percentage mark-up for materials not listed	%	%	%

Part 3: Scope of work

EHLANZENI DISTRICT MUNICIPALITY

TENDER NUMBER EDM/30/2023-24

APPOINTMENT OF FIVE SERVICE PROVIDERS ON PANEL FOR GENERAL BUILDING MAINTENANCE WORKS FOR A PERIOD OF 36 MONTHS

PART 3: SCOPE OF WORK

C3.1: SCOPE OF WORKS

Project Name:	APPOINTMENT OF FIVE SERVICE PROVIDERS ON PANEL FOR GENERAL BUILDING MAINTENANCE WORKS FOR A PERIOD OF 36 MONTHS
Tender No:	EDM/30/2023-24

DESCRIPTION OF THE WORKS

C3: SCOPE OF WORK

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C3.1 DESCRIPTION OF WORKS

C3.1.1 EDM's objectives

C3.1.2 The scope of the work

C3.1.3 Definitions

C3.1.4 Maintenance References

C3.1.5 Maintenance
C3.1.6 Contract Performance
C3.1.7 Services Measure and Expectations
C3.1.8 General Information
C3.1.9 Safety and Provision of Materials
C3.1.10 Quality of Work and Workmanship
C3.1.11 Non-Compliance

OHS HEALTH AND SAFETY

OHS.1	SCOPE
OHS.2	DEFINITIONS
OHS.3	TENDERS
OHS.4	NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK
OHS.5	RISK ASSESSMENT and SAFETY PLAN
OHS.6	APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS
OHS.7	APPOINTMENT OF SAFETY PERSONNEL
OHS.8	RECORDS AND REGISTERS
OHS.9	CONTRACTORS RESPONSIBILITIES
OHS.10	MEASUREMENT AND PAYMENT

PART C3.1: DESCRIPTION OF WORK

C3.1.1 Employer's Objectives

EHLANZENI DISTRICT MUNICIPALITY is looking to appoint **service providers** that will form a panel of contractors to undertake and perform general building and site maintenance at Ehlanzeni District Municipal OFFICE BUILDINGS in Mbombela.

C3.1.2 The scope of the work / services to be provided by the contractors is as follows

Carry out planned maintenance and corrective maintenance to general building and site components and at Ehlanzeni District Municipal OFFICE BUILDINGS in Mbombela.

General Building Maintenance and Site Works in this contract will include but not limited to

- Roof Components Repairs
- Painting
- Ceiling repairs
- Surfaces (walls and floors) finishing maintenance (incl. painting)
- Doors and windows components maintenance (internal and external)
- Ablution facilities maintenance
- Storm water and drainage goods maintenance
- Exterior 'Site' repairs (Paving, tar and storm water) maintenance
- Gates and Fencing repairs
- Carpentry Installation repairs
- Security doors and safes repairs
- Tiling installations

The scope also includes a 24hr, Monday to Sunday emergency standby service as and when required by EHLANZENI DISTRICT MUNICIPALITY.

Contract duration will be for 36 months from the time of accepting the appointment.

As part of the administration claims shall be submitted timeously and the following documentation must be provided in support of a claim

- i. completed job cards indicating location, dates, personnel, times worked and travelling information

- ii. records of material receipts for material purchased and used in this contract (only for material not priced for in the Pricing Schedule)
- iii. invoices for services outsourced/hired under this contract

C3.1.3 Definitions

Facilities Manager: A manager of EHLANZENI DISTRICT MUNICIPALITY responsible of building and infrastructure portfolio or any person authorised to act in that capacity.

Normal Working Hours: Hours of work as determined by a wage regulating measure or statutory enactment for any trade or activity, during which the basic minimum rate of pay is applicable and excludes all time for which a higher rate of pay is obligatory. Where no wage regulating measure is in force, the hours will be 07h30 to 16h00 Mondays to Fridays excluding a daily meal break.

Contractor: Successful tender who is appointed by EHLANZENI DISTRICT MUNICIPALITY and will be responsible to carry out the works as per this specification.

C3.1.4 Maintenance References

All plumbing works work will be in accordance with the following publications

- SABS 0400 other applicable Code of Practices
- OHS Act 85 of 1993 as amended and
- Other applicable Municipal By-Laws and Regulations

C3.1.5 Maintenance

All planned work will be carried out during normal working hours at the cost tendered for in the Bill of Quantities. Visits to the premises will be as scheduled for the contractor to carry out maintenance work as per the specification. Sites have visitors book which is to be properly completed by the Contractor on every visit and the reason for the visit recorded in the book.

The Contractor shall produce and issue to EHLANZENI DISTRICT MUNICIPALITY a written report or service sheet of any testing, inspection, examination, investigation and/or assessment undertaken and execution of any repairs by the Contractor. Reports will highlight

- the type of work or service done
- problems experienced
- results of inspection
- faults found and their priority thereof

Quotations for any corrective work required shall be submitted to EHLANZENI DISTRICT MUNICIPALITY and on the approval of such quotations the Contractor will correct or repair accordingly.

EHLANZENI DISTRICT MUNICIPALITY reserves the right to conduct an independent safety and quality audit to be carried out on the work completed by the contractor. The contractor shall provide his own quality controls to ensure compliance with the specifications and any changes to legislation or regulations applicable. Possible modernisation products to upgrade or to improve the reliability and performance of the installation will be brought to EHLANZENI DISTRICT MUNICIPALITY for consideration.

C3.1.6 Contract Performance

The performance of the Contractor will be discussed on the monthly basis at meetings scheduled to sit at EHLANZENI DISTRICT MUNICIPALITY OFFICE BUILDINGS. Performance Items to be discussed will include:

- the number of breakdowns for specific period
- the turnaround time to attend to emergency call-outs
- planned vs. actual progress
- submission of reports, invoices and other administration duties
- payment of invoices

C3.1.7 Services Measure and Expectations

Response Times for:

- Emergencies – within 3hrs
- Urgent - within 5hrs
- Non-Urgent - within 24hrs

C3.1.8 General Information

- The contractor shall be or have in his employment qualified Artisans leading maintenance teams, proof of qualifications for maintenance team leaders shall be provided on request.
- The Contractor must have the capacity to be able to work on more than one site at any given time.
- Where day to day repairs are to be undertaken, the Contractor shall first estimate the labor and material cost based on the schedule of prices, before proceeding with the job.
- All material removed to be returned to EHLANZENI DISTRICT MUNICIPALITY unless otherwise stated.
- Compliance certificates to be issued on completion of all new work done at no cost to EHLANZENI DISTRICT MUNICIPALITY. Compliance certificates required for existing installations to be priced out at the prescribed set rate.

C3.1.9 SAFETY AND PROVISION OF MATERIALS

The contractor is responsible for supply of all material required to repair the faults as per job cards /work order.

All material used shall be of high standard (SABS approved)

The material item price shall be based on standard market related plus the percentage mark-up fee.

EDM Maintenance Manager /Supervisor reserve the right to query price of any material that is on the material list. He /she may request that the contractor justifies a copy of the material purchased, invoices or actual quotes from reputable suppliers.

Please note the following local content threshold will apply when supplying material;

- 100% on steel products.
- 100% on Polyvinyl Chloride (PVC) pipes.

All materials supplied and workmanship to meet the prescribed Statutory Requirements, including the Occupational Health and Safety Act of 1993.

NB: The contractor material supplier must be a reputable material supplier and only market related material prices will be accepted by EDM.

Provision of a Safety File is a requirement and must be submitted prior to any work commences.

C3.1.10 Quality of Work and Workmanship

Works with poor workmanship will not be signed off and **EHLANZENI** DISTRICT MUNICIPALITY reserve the right to hold payments until satisfied with the quality of the works.

C3.1.11 Non-Compliance

Safety - the contractor will at all times ensure that work is performed in accordance with all the prescribed legal prescripts.

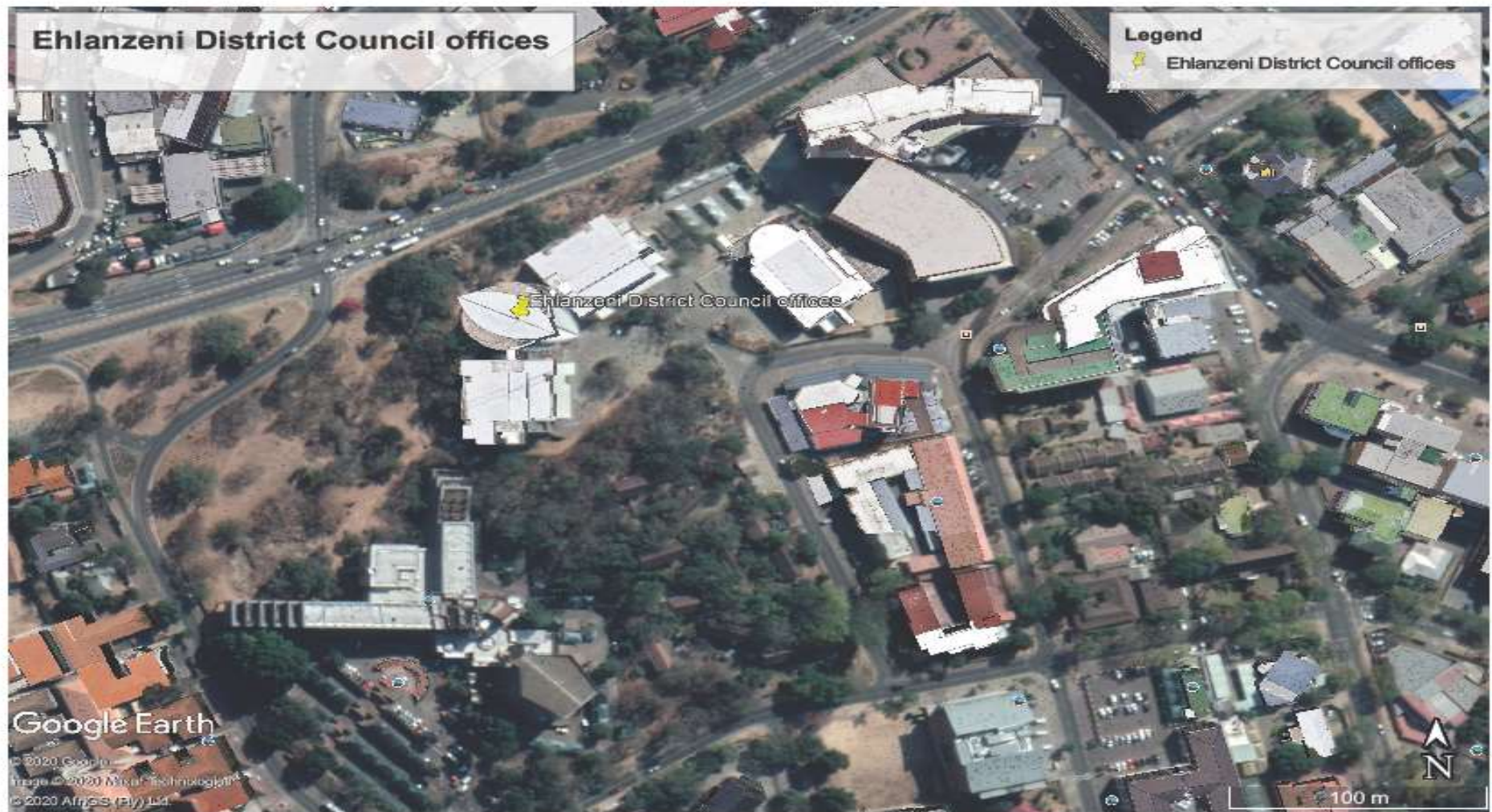
NB: No work is to be done without approval of Safety File and valid signed site access certificate being issued to the contractor. No Contractor will be allowed on site without having attended the safety Induction training and proof is to be submitted to the Project Manager

Response time - if an appointed service provider as per the General provisions of the As and When fails to adhere to the priority levels as prescribed Ehlanzeni District Municipality hereby reserves the right to penalise the service provider a penalty fee of 10% of the value of the work and if this provision is continually being violated the contract will be terminated.

Proof of Work done - the contractor will provide photos of before/during and after work completed with claim submitted. Photos can be submitted electronically.

Qualified personnel - It is a requirement that personnel performing/overseeing works issued to the contractor be qualified Artisan in specific Trade.

Part 4: Site information



EHLANZENI DISTRICT MUNICIPALITY

TENDER NO: EDM/30/2023-24

APPOINTMENT OF FIVE SERVICE PROVIDERS ON PANEL FOR GENERAL BUILDING MAINTENANCE WORKS FOR A PERIOD OF 36 MONTHS

C4: SITE INFORMATION

C4.1 SITE INFORMATION

C4.1: SITE INFORMATION

Project Name:	APPOINTMENT OF FIVE SERVICE PROVIDERS ON PANEL FOR GENERAL BUILDING MAINTENANCE WORKS FOR A PERIOD OF 36 MONTHS
Tender No:	EDM/30/2023-24

The existing structures are situated in an Office Complex located in Mbombela city centre.

Site address:

8th van Niekerk Street
Ehlanzeni District Municipality - Head office
Mbombela
1200

2.1 Methodology of Project Execution

The work is to be executed in operational facilities, which shall remain fully functional 24 hours per day and 7 days a week. Access to the facilities must not be compromised.

Restrictions and Constraints

- The completion of the project is urgent, and work shall be executed during normal working hours i.e. 7h00 until 17h00, Monday to Saturday. Work required to be executed after hours must be arranged with the principal agent.
- Noise levels must be always kept to a minimum and within acceptable levels.
- All shut-offs and tie/cut-ins to existing services must be arranged in advance and a methodology with appropriate mitigation of risks must be prepared by the contractor and submitted to the Principal Agent in advance, for approval. For example, office lighting, power skirtings and gatehouse sanitary fittings for ablutions.

Operational Protocols

- Security is a priority for the facilities, and the site shall be always kept safe.
- An appropriate hoarding and overhead cover must always be in place to protect users of the facility.
- The approved Health and Safety plan shall be always adhered to.
- All staff members of the contractor shall always wear PPE at all times.

- Appointed Contractor's employees will be vetted before the site handover.
- All staff members of the contractor shall be always specifically identifiable, have name tags and shall wear a predetermined coloured overall to be able to enter and work on the site.
- Contractor must use one entrance for the section that they are working on.
- The location of the site office is to be deliberated and confirmed.