

O. R. TAMBO DISTRICT MUNICIPALITY



**O.R. TAMBO
DISTRICT MUNICIPALITY**

PROJECT NO: ORTDM SCMU

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| <p>SUPPLY AND DELIVERY OF TEMPORARAL SHELTERS FOR A PERIOD OF 3 YEARS</p> |
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NOVEMBER 2020

Prepared for:

The Municipal Manager
O. R. Tambo District Municipality
Private Bag x 6043
MTHATHA
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Prepared by:

Human Settlements Department
O. R. Tambo District Municipality
Private Bag x 6043
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NAME OF BIDDER: _____

TENDER AMOUNT: _____

T2.2.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

O. R. TAMBO DISTRICT MUNICIPALITY

PROJECT: ORTDM SCMU 21-20/21

SUPPLY AND DELIVERY OF TEMPORAL SHELTERS FOR A PERIOD OF 3 YEARS

- INDEX -

TENDER

- T1.1 Tender Notice and invitation to tender
- T1.2 Tender Data
- T2.1 List of Returnable Documents
- T2.2 Returnable Documents for tender evaluation purposes
- T2.3 Returnable Documents to be incorporated into the contract

CONTRACT

Part 1: Agreements and Contract data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Special Condition
- C1.4 Occupational Health and Safety Specification
- C1.5 Supply Chain Management Policy

Part 2: Pricing Data

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

Part 3: Scope of Work

- C3 Scope of Work

Part 4: Site Information

- C4 Site information (if relevant)

Part 5: Additional Relevant Documents

T2.2.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

O. R. TAMBO DISTRICT MUNICIPALITY

PROJECT: SUPPLY AND DELIVERY OF TEMPORAL SHELTERS FOR A PERIOD OF 3 YEARS

TENDERS ARE HEREBY INVITED FOR:

Contract ORTDM SCMU 21-20/21: Supply & delivery of temporal shelters for a period of 3 years.

To ensure that your Tender is not exposed to invalidation, documents are to be completed in accordance with the conditions and Tender rules contained in the Tender documents. Supporting documents must be sealed and externally endorsed **CONTRACT ORTDM SCMU 21-20/21: Supply & delivery of temporal shelters for a period of 3 years** and be submitted in the tender box, ground floor, OR Tambo District Municipality, Nelson Mandela Drive, O. R. Tambo House, Myezo, Mthatha, not later than the closing date and time as stated.

The lowest or any Bid will not necessarily be accepted and the O. R. Tambo District Municipality reserves the right not to consider any tender not suitably endorsed or comprehensively completed as well as the right to accept a Tender in whole or part. Tenders will be adjudicated in accordance with the Supply Chain Management Policy of the O. R. Tambo District Municipality.

The following documents must be completed, signed (where applicable) and submitted as a complete set:

| Document | | Colour of pages |
|----------|---|-----------------|
| Number | Heading | |
| T1.1 | Tender Notice and Invitation to Tender | White |
| T1.2 | Tender Data | Pink |
| T2.1 | List of Returnable Documents | Yellow |
| T2.2 | Returnable Documents for tender evaluation purposes | Yellow |
| C1.1 | Form of Offer and Acceptance | Yellow |
| C1.2 | Contract Data | Yellow |
| C1.3 | Occupational Health & Safety Specification | Yellow |
| C1.4 | ORTDM Supply Chain Management Policy | Yellow |
| C2.1 | Pricing Instructions | Yellow |
| C2.2 | Activity Schedule | Yellow |
| C3 | Scope of Work | Blue |
| C4 | Site Information | Green |
| C5 | Additional Relevant Documents | White |

T2.2.3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

O. R. TAMBO DISTRICT MUNICIPALITY



O.R. TAMBO DISTRICT MUNICIPALITY

SUPPLY AND DELIVERY TEMPORAL SHELTERS FOR A PERIOD of 3 YEARS

TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited from suitably qualified and experienced contractors who are Registered with NHBRC for the Appointment to supply and deliver temporal shelters for a period of 3 years.

| Project Number | Project Name and Description | Construction Period |
|---------------------|--|---------------------|
| ORTDM SCMU 21-20/21 | supply and deliver temporal shelters for a period of 3 years | 3 Years |

A compulsory clarification meeting with representatives of the client will take place at 10H00 on, Friday 04th December 2020 at the O.R. Tambo District Municipality Offices, G10 Boardroom.

THE MUNICIPALITY WILL NOT REPEAT ANY MATTERS ALREADY COVERED IN THE COMPULSORY BRIEFING MEETING TO BIDDERS WHO ARRIVE MORE THAN 10 MINUTES LATE TO THE MEETING, NOR WILL IT ALLOW SUCH BIDDERS TO COMPLETE THE ATTENDANCE REGISTER.

ANY BID RECEIVED FROM A BIDDER WHO DID NOT ATTEND THE BRIEFING MEETING AND SIGN THE ATTENDANCE REGISTER WILL NOT BE CONSIDERED.

Bid documents should be downloaded on the e-Tender website (www.etenders.gov.za) alternatively on the OR Tambo District Municipality website (www.ortambodm.gov.za).

Completed tenders in black ink, in a sealed envelope and clearly marked with the "Project number, Project Name and Description" must be placed in the tender box, Ground Floor, O. R. Tambo District Municipality Building, Nelson Mandela Drive, Myezo Park, Mthatha, Eastern Cape, not later than 12H00 on, Monday, 01st February 2021 and will be opened in public.

Invalid or non-submission of the following documents will render the tender disqualified

- Confirmation of Tax Validity with the Pin issued by SARS
- Certified copies of the original Company documents issued by register of Companies.
- Certified copies of the original green bar-coded IDs or smart IDs of Members or directors
- Certified copy of the B-BBEE Certificate
- Proof of registration with NHBRC

T2.2.4

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Project: ORTDM SCMU 21-20/21: Supply, and delivery of temporal shelters for a period of 3 years

- Proof of Registration with Central Supplier Data Base (CSD)
- JV agreement where applicable (signed and initialled on each page)

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT NO 5, 2000 (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:-

The bids will be evaluated in two stages, namely:

- Stage 1- Functionality
- Stage 2- Price and B-BBEE Points

Only Bidders who score 60 points or more on stage 1 would be evaluated further and therefore eligible for the award.

| Item | Weight |
|---|------------|
| Stage 1 of Evaluation-Functionality | 100 |
| • Company Experience with respect to similar projects | 40 |
| • Experience of key staff assigned to the contract | 30 |
| • Methodology | 15 |
| • Availability of key plant and equipment | 15 |
| Stage 2 of Evaluation- Price & B-BBEE | 100 |
| • B-BBEE | 10 |
| • Price | 90 |

Tenders may only be submitted on tender documentation issued. No late, faxed, e-mailed or other form of tender will be accepted.

ENQ: Ms N. Mnyanda 047 501 6411, or email: nyamekam@ortambodm.org.za. All Supply Chain Management enquiries may be directed to Mr. S. Hopa, telephone number 047 501 6448 / 6449 or email: sakhiwoh@ortambodm.org.za during office hours: Monday to Friday 08H00-13H00 and 13H30-16H30.

Tenders will be evaluated in terms of the Supply Chain Management policy of the O. R. Tambo District Municipality and the lowest tender will not necessarily be accepted and the right to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by the O. R. Tambo District Municipality. An 80/20 point system shall apply where 90 points is for the price and 10 points is in terms of B-BBEE status level of contributor as follows:

| B-BBEE status level of contributor | Number of points (80/20 System) |
|------------------------------------|---------------------------------|
| 1 | 20 |
| 2 | 18 |
| 3 | 14 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-compliant contributor | 0 |

Joint Ventures will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such B-BBEE scorecard is prepared for every separate tender.

F. Mphako
Acting Municipal Manager

T2.2.5

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

O. R. TAMBO DISTRICT MUNICIPALITY

PROJECT: ORTDM SCMU 21-20/21

SUPPLY AND DELIVERY TEMPORAL SHELTERS FOR A PERIOD OF 3 YEARS

T1.2 TENDER DATA

The conditions of tender are the **Standard Conditions of Tender** as contained in Annexure F of the 30 January 2009 edition of the **CIDB Standard for Uniformity in Construction Procurement**. The Standard Conditions of Tender Procurements make several references to the Tender Data for details that apply specifically to the 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.

Please note that the word "Client" is used in this document and referred to as "Employer" in the Standard Conditions of Tender document.

| | |
|---------------|--|
| Clause Number | |
| F.1 | General |
| F.1.1 | The Client is: O. R. Tambo District Municipality Private Bag x 6043 Mthatha 5100 |
| F.1.2 | The Tender documents issued by the Client comprise: Tender T1.1 Tender Notice and invitation to tender T1.2 Tender Data T2.1 List of Returnable Documents T2.2 Returnable Documents for tender evaluation purposes T2.3 Returnable Documents to be incorporated into the contract |

T2.2.6

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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|---------|--|
| | <p>Contract</p> <p>Part 1 : Agreements and Contract data C1.1 Forms of Offer and Acceptance C1.2 Contract Data C1.3 Occupational health and safety specification C1.4 O.R. Tambo District Municipality’s Health and Safety Specification</p> <p>Part 2 : Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantities</p> <p>Part 3 : Scope of Work C3.1 Description of the Works C3.2 Applicable Standardised Specifications C3.3 Variations and Additions to the Standardised and Particular Specifications C3.5 Particular Specification Health and Safety C3.6 Particular Specification Environmental Management Plan C3.7 HIV/AIDS Specification C3.8 Contractors Report</p> <p>Part 4: Site Information C4 Site information</p> <p>Part 5: Additional Relevant Documents</p> |
| F1.3 | <p>Interpretation 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 tender conditions.</p> |
| F.1.4 | <p>Communication: Communication with all stakeholders shall be through the O. R. Tambo Municipality’s Human Settlements Office. Communications shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a tenderer</p> |
| | <p>Contact person: <u>Ms. Nyameka Mnyanda</u> Tel: 047 501 6400 / 6421</p> |
| F.1.5 | <p>The employer’s right to accept or reject any tender offer</p> |
| F.1.5.1 | <p>Reject or accept 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 a cancellation and rejection, but will give written reasons for such action upon written request to do so.</p> |
| F.1.6 | <p>Procurement procedures</p> |
| F.1.6.1 | <p>a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.</p> |
| F.2 | <p>Tenderer’s obligations</p> |
| F.2.1.1 | <p>Eligibility Only those tenders who are registered with NHBRC and have in their employ management and supervisory staff satisfying the requirement of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.</p> |
| F.2.2 | <p>Cost of tendering Accept that the Employer will not compensate the tenderers 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.</p> |

T2.2.7

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| | |
|----------|---|
| 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 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. |
| F2.6 | Acknowledge Addenda Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension of the closing time stated in the tender data, in order to take the addenda into account. |
| F.2.7 | The arrangements for a compulsory clarification meeting are: |
| | Date: 04 December 2020 Starting time: 10h00 |
| | Location: O.R Tambo District Municipality Offices, Myezo Park, Mthatha, G10 Boardroom |
| 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. |
| F2.10 | Pricing the tender |
| F.2.10.1 | Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data. |
| F.2.10.2 | Show VAT payable by the employer separately as an addition to the tendered total of the prices. |
| F.2.10.3 | Provide rates and prices that are fixed for the duration of the Contract, and not subject to adjustment except as provided for in the conditions of contract identified in the contract data. |
| F.2.10.4 | State the rates and prices in South African Rand |
| F2.11 | 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 Alternative offers may be submitted 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.2.13.5 | The Client's address for delivery of Tender offers and identification details to be shown on each Tender offer package are: Location of Tender box: Tender Box, Ground Floor, O. R. Tambo District Municipality Building, Nelson Mandela Drive, Myezo Park, Mthatha, Eastern Cape. Physical address: O. R. Tambo House, Nelson Mandela Drive, Mthatha |
| 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. |

T2.2.8

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| | |
|---------|---|
| F.2.15 | Closing time The closing times for submission of Tenders are 12H00 on, 01 February 2021 |
| F.2.15 | Telephonic, telegraphic, telex, facsimile or e-mailed Bid offers will NOT be accepted. |
| F.2.16 | Tender offer validity The Tender offer validity period is 90 Days as stated in the tender data. |
| F.2.17 | Clarification of tender offer after submission The tenderer shall provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted. |
| F.2.18 | Provide other material The tenderer shall, when requested by the Employer to do so, Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), referencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive. |
| F.2.20 | Submit securities, bonds, policies Submit to the employer before formation of the contract, certificates of insurance required in terms of the conditions of contract identified in the contract data. |
| F.2.23 | The tenderer is required to submit with his tender: (1) an original Tax Verification Pin issued by the South African Revenue Services; and (2) Certified copy of the original of all the Companies / CC Registration documents. (3) Joint Venture Agreement where applicable in CIDB format (signed and initialed on each page). (4) Proof of Registration with Central Supplier Data Base (CSD) (5) Certified copies of the original green bar-coded ID copies of Members of the companies. |
| F.3 | The employer's undertakings |
| F.3.1 | Respond to requests from the tenderer |
| F.3.1.1 | Respond to a request for clarification received up to five working days before 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 that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents. |
| F.3.4 | Opening of tender submissions |
| F.3.4.1 | The employer shall open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened. |
| F.3.4.2 | Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only. |
| F.3.4.3 | The client shall not be obliged to make available the record outlined in F.3.4.2 to any tenderer who fail to attend the tender opening. |

T2.2.9

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| | |
|---------|---|
| F.3.6 | <p>Non-disclosure</p> <p>The client shall 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.</p> |
| F.3.7 | <p>Grounds for rejection and disqualification</p> <p>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.</p> |
| F3.9 | <p>Arithmetical errors, omissions and discrepancies</p> |
| F.3.9.1 | <p>Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p> |
| F.3.9.2 | <p>Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:</p> <ul style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: <ul style="list-style-type: none"> i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii) The summation of the prices. |
| F.3.9.3 | <p>Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.</p> |
| F.3.9.4 | <p>Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <ul style="list-style-type: none"> a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. |
| F.3.10 | <p>Clarification of a tender offer</p> <p>Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.</p> |

T2.2.10

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3.11

Evaluation of tender offers

Replace the contents of the entire sub-clause with the following:

The procedure for evaluation of responsive tender offers will be method 2 of table F.1 of SANS 294: 2004. Financial offer & Preferences. The bid will be awarded to the bidder who has scored the highest points for price and preferences combined **BUT** the prerequisite will be to obtain at least **60 points** for quality (functionality), which will be explained in Stage 1 below.

Nevertheless, O. R. Tambo District Municipality retains the right to accept any bid.

C. First stage in evaluation: Compliance with Bid Rules and other Requirements

The bids will be checked to ensure that they comply with the bid rules and all other requirements of the project document. In particular the following documentation must be completed and/or included within the bid.

- The form of Offer and acceptance
- Audited financial statements for any tender price over R10million
- Certified company registration documents and ID of members
- Form C: Compulsory Enterprise Questionnaire
- Form D: Certificate of Authority for Signature
- Form E: Amendments, Qualifications and Alternatives
- Form H: Certificate of Good Standing
- Form I: Relevant experience
- Form J: Details of key staff and CVs
- Form M: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2011

Note:

- All information supporting the above forms such as Curricula Vitae of staff who will work on the project and their functions, details of ownership, relevant experience etc.
- Addenda issued during the bid period, if any.
- The pricing schedule

Failure to supply the required information will compromise the bid

D. Second Stage in Evaluation: Quality / Functionality

Only bidders who score **60 points or more** on stage 1 will be evaluated further and therefore eligible for award.

The maximum score for functionality shall be 100, distributed as follows:

STAGE 1: FUNCTIONALITY/QUALITY EVALUATION

| ITEM | WEIGHT |
|--|--------|
| Functionality (see detailed criteria below) | 100 |
| • Experience with respect to similar projects | 40 |
| • Experience of key staff assigned to the contract | 30 |
| • Methodology | 15 |
| • Availability of key plant and equipment | 15 |

T2.2.11

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| TENDER FUNCTIONALITY / QUALITY CLAIMED | | |
|--|---|---|
| | CATEGORY OF QUALITY / FUNCTIONALITY | MAXIMUM TENDER EVALUATION POINTS PROVIDED |
| B1.1 | EXPERIENCE ON SIMILAR PROJECTS | 40 |
| | TENDERER HAS COMPLETED AT LEAST 3 SIMILAR CONTRACT WHOSE INDIVIDUAL CONTRACT VALUE IS AT LEAST R 450 000.00. COPIES OF CERTIFICATE OF COMPLETION MUST BE SUBMITTED WITH THE BID. NO POINTS WILL BE AWARDED WHERE CERTIFICATES OF COMPLETION HAVE NOT BEEN SUBMITTED WITH THE BID. | 40 |
| | TENDERER HAS COMPLETED AT LEAST TWO SIMILAR CONTRACTS WHOSE INDIVIDUAL CONTRACT VALUE IS AT LEAST R 300 000.00. COPIES OF CERTIFICATE OF COMPLETION MUST BE SUBMITTED WITH THE BID. NO POINTS WILL BE AWARDED WHERE CERTIFICATES OF COMPLETION HAVE NOT BEEN SUBMITTED WITH THE BID. | 30 |
| | TENDERER HAS COMPLETED AT LEAST ONE SIMILAR CONTRACT WHOSE INDIVIDUAL CONTRACT VALUE IS AT LEAST R 150 000.00. COPIES OF CERTIFICATE OF COMPLETION MUST BE SUBMITTED WITH THE BID. NO POINTS WILL BE AWARDED WHERE CERTIFICATES OF COMPLETION HAVE NOT BEEN SUBMITTED WITH THE BID. | 20 |
| | NO PREVIOUS SIMILAR PROJECTS COMPLETED, OR COMPLETED PROJECTS BUT WITH A PROVEN TRAINING ON SIMILAR PROJECTS | 10 |
| B1.2 | EXPERIENCE OF KEY PERSONNEL (NB NO KEY PERSONNEL MEMBER MAY BE ASSIGNED MORE THAN ONE DUTY ON THE CONTRACT, I.E. DIFFERENT PERSONNEL MUST BE ASSIGNED FOR EACH OF THE FOLLOWING KEY POSITIONS) | 30 |
| | SITE AGENT | |
| | FAVOURABLE PREVIOUS EXPERIENCE IN THE BUILT ENVIRONMENT WITH COMPETENCE CERTIFICATE AND LETTER FROM PREVIOUS EMPLOYER OF SITE AGENT (2-3 YEARS) | 30 |
| | LESS FAVOURABLE PREVIOUS EXPERIENCE IN THE BUILT ENVIRONMENT WITH COMPETENCE CERTIFICATE AND LETTER FROM PREVIOUS EMPLOYER OF SITE AGENT (1-2 YEARS) | 20 |
| | CONTRACTS MANAGER EMPLOYED OR PROPOSED | 10 |
| B1.3 | METHODOLOGY | 15 |
| | PRESENTATIVE METHODOLOGY APPROACH WITH WORKS PROGRAMME AND CASH FLOW PROJECTIONS | 15 |
| | PRESENTATIVE METHOD APPROACH WITH WORKS PROGRAMME | 10 |
| | PRESENTATIVE METHOD APPROACH | 5 |
| | BIDDER HAS SUBMITTED NO METHOD STATEMENT OR CASHFLOWS AND WORKS PROGRAMME | 0 |
| B1.4 | AVAILABILITY OF KEY MACHINERY AND EQUIPMENT | 15 |
| | BIDDER OWNS 3 (THREE) OF THE MACHINERY REQUIRED FOR THE EXECUTION OF THE CONTRACT; NAMELY, TLB, 8 TON TRUCKS (FLATBED OR DROPSIDE), COMPACTION EQUIPMENT, AND THE MACHINERY/EQUIPMENT IS AVAILABLE FOR THE PROJECT. | 15 |
| | BIDDER OWNS 2 (TWO) AND WILL HIRE 1 (ONE) OF THE MACHINERY REQUIRED FOR THE EXECUTION OF THE CONTRACT AND HAVE A WRITTEN AGREEMENT WITH THE PLANT HIRE TO SUPPLY ALL THE MACHINERY REQUIRED, NAMELY, TLB, 8 TON TRUCKS (FLATBED OR DROPSIDE), COMPACTION EQUIPMENT, AND THE MACHINERY/EQUIPMENT IS AVAILABLE FOR THE PROJECT. | 10 |
| | BIDDER WILL HIRE 2 (TWO) OF THE MACHINERY REQUIRED FOR THE EXECUTION OF THE CONTRACT, NAMELY, TLB, 8 TON TRUCKS (FLATBED OR DROPSIDE), COMPACTION EQUIPMENT, AND THE MACHINERY/EQUIPMENT IS AVAILABLE FOR THE PROJECT. | 5 |

T2.2.12

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

STAGE 2: EVALUATION FOR PRICE AND PREFERENCE (80/20)

The procedure for Stage 2 of evaluation of responsive tenders is **Method 2**

a) PRICE: 80

a) B-BBEE STATUS LEVEL OF CONTRIBUTION: 20

Points Awarded for Price (Ps)

A total of 90 points will be awarded to the Tenderer with the lowest balanced price. The **other tenders will be awarded points on the ratio to bench mark price as follows:**

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

Where

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

b) Points awarded for B-BBEE Status Level of Contribution

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of points (80/20 system) |
|------------------------------------|---------------------------------|
| 1 | 20 |
| 2 | 18 |
| 3 | 16 |
| 4 | 10 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-compliant Contributor | 0 |

The total calculated points will be rounded to the second decimal place.

F.3.13 Acceptance of tender offer

F3.13.1 Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

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

F3.13.2 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.

T2.2.13

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| | |
|--------|---|
| F.3.14 | Notice to unsuccessful tenderers After the successful tenderer has acknowledged the employer's notice of acceptance, after written request, the employer will notify the tenderers that their tender offers have not been accepted in O.R Tambo District Municipality's website: www.ortambodm.org.za by listing the successful tender. |
| 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 the contract 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). |

T2.2.14

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

O. R. TAMBO DISTRICT MUNICIPALITY

PROJECT: ORTDM SCMU 21-20/21

SUPPLY AND DELIVERY OF TEMPORAL SHELTERS FOR A PERIOD OF 3 YEARS

T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents:

| T2.2 Returnable Documents required for Tender evaluation purposes | | |
|--|-------------|--|
| 1 | Form 2.2.1 | General Information of the Tenderer |
| 2 | Form 2.2.2 | Authority for Signatory |
| 3 | Form 2.2.3 | Schedule of Previous Experience |
| 4 | Form 2.2.4 | Schedule of Current Projects |
| 5 | Form 2.2.5 | Declaration of Good Standing Regarding Tax |
| 6 | Form 2.2.6 | Certificate of Attendance at Site Meeting |
| 7 | Form 2.2.7 | Proposed Key Personnel |
| 8 | Form 2.2.8 | Schedule Equipment to be used |
| 9 | Form 2.2.9 | Schedule of Proposed Sub-Contractors |
| 10 | Form 2.2.10 | Financial References |

| T2.3 Returnable Documents that will be incorporated into the contract | | |
|--|------------|---------------------------------------|
| 1 | Form 2.3.1 | Record of Addenda to Tender Documents |
| 2 | Form 2.3.2 | Procurement Form |

T2.2.15

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

O. R. TAMBO DISTRICT MUNICIPALITY

PROJECT: ORTDM SCMU 21-20/21

SUPPLY AND DELIVERY OF TEMPORAL SHELTERS FOR A PERIOD OF 3 YEARS

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

- Form 2.2.1 General Information of Tenderer
- Form 2.2.2 Authority of Signatory
- Form 2.2.3 Schedule of Previous Experience
- Form 2.2.4 Schedule of Current Projects
- Form 2.2.5 Declaration of good standing regarding tax
- Form 2.2.6 Certificate of Attendance at Site Meeting
- Form 2.2.7 Proposed Key Personnel
- Form 2.2.8 Schedule of Proposed Sub-consultants
- Form 2.2.9 Financial References
- Form 2.2.10 Declaration of interest

T2.2.16

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.2.1 GENERAL INFORMATION OF TENDERER

1. **Name of Tenderer:**

2. **Contact details**

Address :

Tel no :

Fax no :

Cell no :

E-mail address:

3. **Legal entity: Mark with an X.**

| | |
|-------------------|--|
| Sole proprietor | |
| Partnership | |
| Close corporation | |
| Company (Pty) Ltd | |
| Joint venture | |

In the case of a Joint venture, provide details on joint venture members:

| Joint venture member | Type of entity (as defined above) |
|----------------------|-----------------------------------|
| | |
| | |

4. **Income tax reference number:**

(in case of a joint venture, provide for all joint venture members)

5. **Municipal services area where the enterprise is registered:**

(in case of a joint venture, provide for all joint venture members)

6. **Company / close corporation Registration Number:**

(in case of a joint venture, provide for all joint venture members)

7. **VAT Registration number:**

(in case of a joint venture, provide for all joint venture members)

8. **CIDB registration number:**

(in case of a joint venture, provide for all joint venture members)

9. **CSD Supplier Number:**

(in case of a joint venture, provide for all joint venture members)

10. **CSD Unique Number:**

(in case of a joint venture, provide for all joint venture members)

T2.2.17

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH THE FOLLOWING DOCUMENTS HERE TO

1. For Closed Corporations

Certified copies of CK1 or CK2 as applicable (Founding Statement)

2. For Companies

Certified copies of Shareholders register

3. ID copies

Certified ID Copies for members

4. CSD Supplier Number

Proof of registration with CSD

5. For Joint Venture Agreements

Copy of the Joint Venture Agreement between all the parties, as well as the certified documents in (1), and or (2) and (4) and (4) of each Joint Venture member.

6. Copy of the latest municipal service account where enterprise is registered

T2.2.18

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.2.2 AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name : _____

Contact number : _____

Office address : _____

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be.

"By resolution of the board of directors passed on (date)

Mr

has been duly authorized to sign all documents in connection with the Tender for Contract Numberand any Contract which may arise there from on behalf of

(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY :

IN HIS CAPACITY AS :

DATE :
.....

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.

T2.2.19

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.2.2 CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

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 CIDB registration no | | Signature. Name Designation..... |
| CIDB registration no | | Signature. Name Designation..... |
| CIDB registration no | | Signature. Name Designation..... |
| CIDB registration no | | Signature. Name Designation..... |

T2.2.20

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH HERETO THE DULY SIGNED AND DATED
ORIGINAL OR CERTIFIED COPY OF AUTHORITY OF
SIGNATORY ON COMPANY LETTERHEAD

T2.2.21

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.2.3 SCHEDULE OF PREVIOUS EXPERIENCE

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

| Description | Value (R) VAT excluded | Year(s) work executed | Reference | | |
|-------------|---------------------------|-----------------------------|-----------|--------------|--------|
| | | | Name | Organisation | Tel no |
| | | | | | |
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Name of Tenderer: Date:

Signature :

Full name of signatory:

T2.2.22

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.2.4 SCHEDULE OF CURRENT PROJECTS

Provide the following information on current projects. This information is material to the award of the Contract.

| Description | Value (R) VAT excluded | Date Appointed | Reference | | |
|-------------|---------------------------|-------------------|-----------|--------------|--------|
| | | | Name | Organisation | Tel no |
| | | | | | |
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Name of Tenderer:..... Date:

Signature :

Full name of signatory:

T2.2.23

| | | | | | |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
| | | | | | |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

FORM 2.2.5 DECLARATION OF GOOD STANDING REGARDING TAX

SOUTH AFRICAN REVENUE SERVICES

Tender No:

Closing Date:

**DECLARATION OF GOOD STANDING REGARDING TAX
PARTICULARS**

- 1. Name of Taxpayer/Tenderer:
- 2. Trade Name:
- 3. Identification Number: (If applicable)
- 4. Company / Close Corporation registration number:
- 5. Income Tax reference number:
- 6. VAT registration number: (If applicable)
- 7. PAYE employer's registration number: (If applicable)
- 8. Monetary value of Bid:

DECLARATION

I, the undersigned, the above taxpayer/Bidder, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes:

- (i) Have been satisfied in terms of the relevant Acts; or
- (ii) That suitable arrangements have been made with the Receiver of Revenue,..... to satisfy them. *

.....
SIGNATURE

.....
CAPACITY

.....
DATE

PLEASE NOTE:* The declaration (ii) cannot be made unless formal arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/outstanding tax returns.

T2.2.24

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH ORIGINAL
VALID TAX CLEARANCE CERTIFICATE

T2.2.25

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.2.6 CERTIFICATE OF ATTENDANCE AT SITE MEETING

This is to certify that I, (Name)

duly authorised representative of(Tenderer)

Address:

Date:

Visited the site on (date) in the presence of

.....
(Engineer)

I have made myself familiar with the site and all the local conditions likely to influence the work and the cost thereof.

I further certify that I am satisfied with the description of the work and explanations given by the said Engineer and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

REPRESENTATIVE OF EMPLOYER

REPRESENTATIVE OF TENDERER

T2.2.26

Contractor

Witness 1

Witness 2

Employer

Witness 1

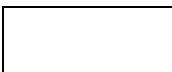
Witness 2

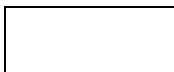
FORM 2.2.7 PROPOSED KEY PERSONNEL

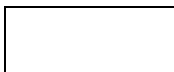
The Tenderer shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the project should his Tender be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

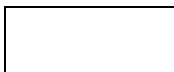
| No | Name | Qualification | Designation | HDI Status | PR Number |
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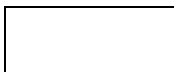
T2.2.27

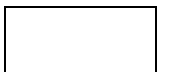

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

FORM 2.2.8 SCHEDULE OF PROPOSED SUB-CONTRACTORS

[Empty box for Contractor signature]

Contractor

[Empty box for Witness 1 signature]

Witness 1

[Empty box for Witness 2 signature]

Witness 2

T2.2.28

[Empty box for Employer signature]

Employer

[Empty box for Witness 1 signature]

Witness 1

[Empty box for Witness 2 signature]

Witness 2

| NAME OF SUB-CONTRACTOR | FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUB- CONTRACTORS |
|------------------------|--|
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Name of Tenderer: Date:

Signature :

Full name of signatory:

T2.2.29



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.2.9 FINANCIAL REFERENCES

FINANCIAL STATEMENTS

I/We agree to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Client.

DETAILS OF TENDERERS BANKING INFORMATION

I/We hereby authorise the Client/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

| | | | | | | | | | |
|--|--|------------|--------------------------|-------------|--------------------------|--------------|--------------------------|---------------------|--------------------------|
| BANK NAME: | | | | | | | | | |
| ACCOUNT NAME: <i>(e.g. ABC Civil Construction cc)</i> | | | | | | | | | |
| ACCOUNT TYPE: <i>(e.g. Savings, Cheque etc)</i> | | | | | | | | | |
| ACCOUNT NO: | | | | | | | | | |
| ADDRESS OF BANK: | | | | | | | | | |
| CONTACT PERSON: | | | | | | | | | |
| TEL. NO. OF BANK / CONTACT: | | | | | | | | | |
| How long has this account been in existence: | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px;">0-6 months</td> <td style="width: 30px; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">7-12 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">13-24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">More than 24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> (Tick which is appropriate) | 0-6 months | <input type="checkbox"/> | 7-12 months | <input type="checkbox"/> | 13-24 months | <input type="checkbox"/> | More than 24 months | <input type="checkbox"/> |
| 0-6 months | <input type="checkbox"/> | | | | | | | | |
| 7-12 months | <input type="checkbox"/> | | | | | | | | |
| 13-24 months | <input type="checkbox"/> | | | | | | | | |
| More than 24 months | <input type="checkbox"/> | | | | | | | | |

Name of Tenderer:

Date:

Signature :

Full name of signatory:

T2.2.30

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH AUDITED
FINANCIAL STATEMENTS

T2.2.31

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.2.10 MUNICIPAL BIDDING DOCUMENTS

MBD 1

**PART A
INVITATION TO BID**

| | | | | | |
|--|--|---------------|------------------|---------------|---------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF O. R. TAMBO DISTRICT MUNICIPALITY | | | | | |
| BID NUMBER: | ORTDM SCMU 21-20/21 | CLOSING DATE: | 01 February 2021 | CLOSING TIME: | 12.00PM |
| DESCRIPTION: | SUPPLY AND DELIVERY OF TEMPORARAL SHELTERS FOR A PERIOD OF 3 YEARS | | | | |

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:
TENDER BOX, GROUND FLOOR, O. R. TAMBO DISTRICT MUNICIPALITY BUILDING

NELSON MANDELA DRIVE
MYEZO PARK
MTHATHA
EASTERN CAPE

SUPPLIER INFORMATION

| | | | | | | | |
|--|--|---|--|-------------------------------------|--|---|--|
| NAME OF BIDDER | | | | | | | |
| POSTAL ADDRESS | | | | | | | |
| STREET ADDRESS | | | | | | | |
| TELEPHONE NUMBER | | CODE | | | | NUMBER | |
| CELLPHONE NUMBER | | | | | | | |
| FACSIMILE NUMBER | | CODE | | | | NUMBER | |
| E-MAIL ADDRESS | | | | | | | |
| VAT REGISTRATION NUMBER | | | | | | | |
| TAX COMPLIANCE STATUS | | TCS PIN: | | | | CSD No: | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

| | | | | | | | |
|---|--|--|--|--|--|--|--|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3] | |
| TOTAL NUMBER OF ITEMS OFFERED | | | | TOTAL BID PRICE | | R | |
| SIGNATURE OF BIDDER | | | | DATE | | | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED | | | | | | | |

| | | | |
|--|--|--|--|
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | |
| DEPARTMENT | SCM DEPARTMENT | CONTACT PERSON | MS N. MNYANDA |
| CONTACT PERSON | MR. SAKHIWO HOPA | TELEPHONE NUMBER | 047 501 6411 |
| TELEPHONE NUMBER | 047 501 6449 | FACSIMILE NUMBER | N/A |
| FACSIMILE NUMBER | N/A | E-MAIL ADDRESS | nyamekan@ortambodm.gov.za |
| E-MAIL ADDRESS | sakhiwoh@ortambodm.gov.za | | |

T2.3.32

| | | | | | |
|------------|-----------|-----------|----------|-----------|-----------|
| | | | | | |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

T2.3.33

| | | | | | |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
| | | | | | |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state¹.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):
.....

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish articular.....

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

T2.3.34

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Project: ORTDM SCMU: Supply and delivery of temporal shelters for period of 3 years.

- (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 particular

.....

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.....

.....

T2.3.35

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Project: ORTDM SCMU: Supply and delivery of temporal shelters for period of 3 years.

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

3.14.1 If yes, furnish particulars.....

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

| Full name | Identity number | State employee number |
|-----------|-----------------|-----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

T2.3.36

| | | | | | |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
| | | | | | |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

| NO. | QUESTION | ANSWER (TICK WHICH RESPONSE IS APPLICABLE) | |
|-----|--|--|----|
| | | YES | NO |
| 1. | Are you by law required to prepare annual financial statements? | | |
| 1.1 | If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the last 3 years. | | |

| NO. | QUESTION | ANSWER (TICK WHICH RESPONSE IS APPLICABLE) | |
|-----|--|--|----|
| | | YES | NO |
| 2. | Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than 3 months or any other service provider in respect of which payment is overdue for more than 30 days? | | |
| 2.1 | If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than 3 months or other service provider in respect of which payment is overdue for more than 30 days. | | |
| 2.2 | If yes, provide details: | | |

T2.3.37

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| NO. | QUESTION | ANSWER (TICK WHICH RESPONSE IS APPLICABLE) | |
|-----|--|--|----|
| | | YES | NO |
| 3. | Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? | | |
| 3.1 | If yes, provide details: | | |

| NO. | QUESTION | ANSWER (TICK WHICH RESPONSE IS APPLICABLE) | |
|-----|--|--|----|
| | | YES | NO |
| 4. | Will any portion of the goods of services be sourced from outside the Republic, and if so, what portion, and whether any portion of payment from the municipality is expected to be transferred outside of the Republic? | | |
| 4.1 | If yes, provide details: | | |

T2.3.38

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.3.39

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

| Item | Question | Yes | No |
|-----------|--|--------------------------|--------------------------|
| 4.1 | <p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.1. 1 | If so, furnish particulars: | | |
| 4.2 | <p>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)?</p> <p>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.</p> | <input type="checkbox"/> | <input type="checkbox"/> |

T2.3.40

| | | | | | |
|------------|-----------|-----------|----------|-----------|-----------|
| | | | | | |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

Project: ORTDM SCMU: Supply and delivery of temporal shelters for period of 3 years.

| 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: | | |
| Item | Question | Yes | No |
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes <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 TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.3.41

| | | | | | |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
| | | | | | |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

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.

T2.3.42

| | | | | | |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
| | | | | | |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **PROJECT NO.: ORTDM SCMU 21-20/21: SUPPLY AND DELIVERY OF TEMPORARAL SHELTERS FOR A PERIOD OF 3 YEARS** in response to the invitation for the bid made by: **O. R. TAMBO DISTRICT MUNICIPALITY** 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)

T2.3.43

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Project: ORTDM SCMU: Supply and delivery of temporal shelters for period of 3 years.

- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

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

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

T2.3.44

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

O. R. TAMBO DISTRICT MUNICIPALITY

PROJECT: **ORTDM SCMU 21-20/21**

SUPPLY AND DELIVERY OF TEMPORAL SHELTERS FOR A PERIOD OF 3 YEARS.

T2.3 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

- Form 2.3.1 Record of Addenda to Tender Documents
- Form 2.3.2 Procurement Form

T2.3.45

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.3.1 RECORD OF ADDENDA TO TENDER DOCUMENTS

(Addenda received from Engineer for amendments on Tender Documentation)

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

Name of Tenderer:

Date:

Signature :

Full name of signatory:

T2.3.46

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.3.2 PROCUREMENT FORM

Acceptable Tenders will be evaluated using a system that awards points on the basis of Tender price and the meeting of specific goals.

DEFINITIONS

“**Acceptable Tender**” means any Tender which, in all respects, complies with the conditions of Tender and specifications as set out in the Tender document, including conditions as specified in the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulation, 2017 and the Supply Chain Management of Council.

“**Council**” refers to the O. R. TAMBO DISTRICT Municipality.

“**Equity ownership**” refers to the percentage ownership and control, exercised by individuals within an enterprise and they are involved in the day to day running of the Company.

“**HDI equity ownership**” refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of a HDI.

“**Historically disadvantaged individuals (HDIs)**” means all South African citizens –

- (i) Who had no franchise in national elections prior to the introduction of the 1983 and 1993 constitutions (Referred to as Previously Disadvantaged Individuals (PDIs) in this document)
- (ii) Women
- (iii) Disabled persons.

“**SMME’s**” (small, medium and micro enterprises) refers to separate and distinct business entities, including co-operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996). Refer to the attached addendum for a definition of SMME’s for different economic sectors.

Tenders are adjudicated in terms of NDM Procurement Policy, and the following framework is provided as a guideline in this regard.

1. Technical adjudication and General Criteria

- Tenders will be adjudicated in terms of inter alia:
- Compliance with Tender conditions
- Technical specifications

If the Tender does not comply with the Tender conditions, the Tender will be rejected. If technical specifications are not met, the Tender may also be rejected.

T2.3.47

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

With regard to the above, certain actions or errors are unacceptable, and warrants **REJECTION OF THE TENDER**, for example:

- Certified or scanned copies of Tax Clearance Certificates. (**Only valid original tax clearance certificates** must be attached to the Tender document).
- Pages to be completed, removed from the Tender document, and have therefore not been submitted.
- Failure to complete the schedule of quantities as required
- Scratching out without initialling next to the amended rates or information.
- Writing over / painting out rates / the use of tippex or any erasable ink, eg. Pencil.
- Failure to attend compulsory site inspections
- The Tender has not been properly signed by a party having the authority to do so, according to the **Form 2.2.2 – “Authority for Signatory”**
- No authority for signatory submitted.
- Form of Offer not completed.
- Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.
- The Tenderer’s attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
- The Tender has been submitted after the relevant closing date and time
- Each page of the Contract portion of this Tender document (Part C1 – C4) must be initialled by the authorised person in order for the document to constitute a proper Contract between the Employer (ORTDM) and the undersigned.
- If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
- If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory.

2. Size of enterprise and current workload

Evaluation of the Tenderer’s position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

3. Staffing profile

Evaluation of the Tenderer’s position in terms of:

- Staff available for this contract being Tendered for;
- Qualifications and experience of key staff to be utilised on this contract.

T2.3.48

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4. Financial ability to execute the contract:

Evaluation of the Tenderer’s financial ability to execute the contract. Emphasis will be placed on the following:

- Contact the Tender’s bank manager to assess the Tenderer’s financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.

5. Good standing with SA Revenue Services

- Determine whether an original valid tax clearance certificate has been submitted.
- The Tenderer must affix an original valid Tax Clearance Certificate to page T2.2.9 of the Tender document.

6. Penalties

The O. R. Tambo District Municipality will if upon investigation it is found that a preference in terms of the Contract has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:

- Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.
- Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.
- Restrict the suppliers, its shareholders and directors on obtaining any business from the O. R. Tambo District Municipality for a period of 5 years.

T2.3.49

| | | | | | |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
| | | | | | |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

DECLARATION

I/We the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, certifies that the items mentioned in part of the foregoing procurement form and returnable documents qualifies/qualify for the preference(s) shown and acknowledge(s) that:

The information furnished is true and correct.

The contractor may be required to furnish documentary proof to the satisfaction of the O. R. Tambo District Municipality that the claims are correct.

If the claims are found to be inflated, the O. R. Tambo District Municipality may, in addition to any other remedy it may have, recover from the contractor all cost, losses or damages incurred or sustained by the O. R. Tambo District Municipality as a result of the award of the contract and/or cancel the contract and claim any damages which the O. R. Tambo District Municipality may suffer by having to make less favourable arrangements after such cancellation.

Signature of Tenderer

Signed at _____ on _____ day of _____ 201__

For the tenderer

WITNESSES:

- 1. _____

- 2. _____

T1.5
0

| | | | | | |
|-------------------|------------------|------------------|-----------------|------------------|------------------|
| | | | | | |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

O. R. TAMBO DISTRICT MUNICIPALITY

PROJECT: ORTDM SCMU 21-20/21

SUPPLY AND DELIVERY OF TEMPORAL SHELTERS FOR A PERIOD OF 3 YEARS

| |
|---|
| C1 AGREEMENTS AND CONTRACT DATA |
|---|

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Special Condition
- C1.4 Occupational Health and Safety Specification
- C1.5 Supply Chain Management Policy

| | | | | | |
|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

T1.5
1

FORM 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: **Project: ORTDM SCMU 21-20/21: SUPPLY AND DELIVERY OF TEMPORAL SHELTERS FOR A PERIOD OF 3 YEARS.**

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

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

THE OFFERED TOTAL OF THE 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(s) _____

Name(s) _____

Capacity _____

For the tenderer _____
(Name and address of organisation)

Name & Signature
Of Witness _____
Name Date

T1.5
2
[Contractor] [Witness 1] [Witness 2] [Employer] [Witness 1] [Witness 2]

Contract ORTDM SCMU: Supply and delivery of temporal shelters for a period of 3 years.

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site information
- Part 5 Additional Relevant Documentation

and documents or parts thereof, which may be incorporated by reference into Parts 1 to 6 above.

Deviations from and amendments to the documents listed in the Tender Data, including the proposed key personnel and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____
(Name and address of organisation)

Name & Signature
Of Witness

| | |
|-------|-------|
| Name | Date |
| _____ | _____ |

T1.5
3

| | | | | | |
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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

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 becomes 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 _____ |
| 6 | Subject _____ Details _____ |

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

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FOR THE TENDERER:

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name & Signature
Of Witness _____ Date _____

FOR THE EMPLOYER

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name & Signature
Of Witness _____ Date _____

FORM C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

The contract data of this contract are:

- C1.2.1 Conditions of Contract
- C1.2.2 Data provided by the Employer
- C1.2.3 Data provided by the Contractor

C1.2.1 Conditions of Contract

The Conditions of Contract are clauses 1 to 42 of the JBCC series 2000 Principal Building Agreement (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee. Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.

C1.2.2 Data provided by the employer

THE SCHEDULE

The **schedule** contains all the variables referred to in this document and is divided into part 1: contract data completed by the **employer** and part 2: contract data completed by the **contractor**. Part 1 must be completed in full and included in the tender documents. Both part 1 and part 2 form part of this **agreement**.

Spaces requiring information must be filled in, shown as “**not applicable**” or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the **schedule**. Key cross reference clauses are italicised in *[]* brackets.

C1.2.3 Data to be provided by the contractor

Clause 1.1.1.9 The name of the contractor is: (insert legal name)

Clause 1.2.1.2 The address of the contractor is:

Physical address _____

Postal Address _____

Telephone _____

Fax _____

Email _____

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

Contract ORTDM SCMU: Supply and delivery of temporal shelters for a period of 3 years.

Clause 6.2.1 The security to be provided by the contractor shall be one of the following

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| Type of security: Note VAT is included in the contract sum and Value of works for calculating percentages | Contractor's choice. Indicate "Yes" or "no" |
| (1) Cash deposit of 10% of the Contract Sum plus retention of 10% of the value of the works. | |
| (2) Performance guarantee (note A) of 10% of the Contract Sum plus retention of 10% of the value of the works. | |

Tenderer's signature

Note A

The Performance Guarantee shall be of an Insurance Company listed on the Johannesburg Stock Exchange or owned by such a company, a Registered South African Bank or a recognised government sponsored, provincial or national development agency.

C1.3 FORM OF GUARANTEE

PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:.....

Physical Address:.....

"Employer" means:.....

"Contractor" means:.....

"Engineer" means:.....

"Works" means:.....

"Site" means:.....

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

"Contract Sum" means: The accepted amount inclusive of tax of R.....

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

Contract ORTDM SCMU: Supply and delivery of temporal shelters for a period of 3 years.

Amount in words:.....

“Guaranteed Sum” means: The maximum aggregate amount of R.....

Amount in words:.....


“Expiry Date” means:.....

CONTRACT DETAILS


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

PERFORMANCE GUARANTEE


1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor’s physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum of the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor’s physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor’s default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration of liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor’s maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received




Contractor




Witness 1




Witness 2



Employer



Witness 1



Witness 2

Contract ORTDM SCMU: Supply and delivery of temporal shelters for a period of 3 years.

in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

FORM C1.3 SPECIAL CONDITION

Payment for the labour-intensive component of the works

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

Applicable labour laws

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

1 Introduction

1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

1.2 In this document –

- (a) "**Department**" means any department of the State, implementing agent or contractor;
- (b) "**Employer**" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;
- (c) "**Worker**" means any person working in an elementary occupation on a SPWP;
- (d) "**Elementary** occupation" means any occupation involving unskilled or semi-skilled work;
- (e) "**Management**" means any person employed by a department or implementing agency to administer or execute an SPWP;
- (f) "**Task**" means a fixed quantity of work;
- (g) "**task-based work**" means work in which a worker is paid a fixed rate for performing a task;
- (h) "**task-rated worker**" means a worker paid on the basis of the number of tasks completed;
- (i) "**time-rated worker**" means a worker paid on the basis of the length of time worked.
- (j) "**Task rate or daily rate**" = R 130.00

2 Terms of Work

- 2.1 Workers on a SPWP are employed on a temporary basis.
- 2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- 2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

3 Normal Hours of Work

- 3.1 An employer may not set tasks or hours of work that require a worker to work–
 - (a) More than forty hours in any week
 - (b) On more than five days in any week; and

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

Contract ORTDM SCMU: Supply and delivery of temporal shelters for a period of 3 years.

(c) For more than eight hours on any day.

- 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4 Meal Breaks

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5 Special Conditions for Security Guards

- 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

6 Daily Rest Period

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

7 Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

8 Work on Sundays and Public Holidays

- 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 8.2 Work on Sundays is paid at the ordinary rate of pay.
- 8.3 A task-rated worker who works on a public holiday must be paid –
- (a) The worker's daily task rate, if the worker works for less than four hours;
 - (b) Double the worker's daily task rate, if the worker works for more than four hours.
- 8.4 A time-rated worker who works on a public holiday must be paid –
- (a) The worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
 - (b) Double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

9 Sick Leave

- 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

- 9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 9.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.7 An employer must pay a worker sick pay on the worker's usual payday.
- 9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
 - (a) Absent from work for more than two consecutive days; or
 - (b) Absent from work on more than two occasions in any eight-week period.
- 9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

10 Maternity Leave

- 10.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife, or qualified nurse certifies that she is fit to do so.
- 10.5 A worker may begin maternity leave –
 - (a) four weeks before the expected date of birth; or
 - (b) On an earlier date –
 - (i) If a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between employer and worker; or
 - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 10.7 A worker who returns to work after maternity leave has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

11 Family responsibility leave

- 11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

- (a) When the employee's child is born;
- (b) When the employee's child is sick;
- (c) In the event of a death of –
 - (i) The employee's spouse or life partner;
 - (ii) The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild, or sibling.

12 Statement of Conditions

- 12.1 An employer must give a worker a statement containing the following details at the start of employment –
- (a) The employer's name and address and the name of the SPWP;
 - (b) The tasks or job that the worker is to perform; and
 - (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - (d) The worker's rate of pay and how this is to be calculated;
 - (e) The training that the worker will receive during the SPWP.
- 12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 12.3 An employer must supply each worker with a copy of these conditions of employment.

13 Keeping Records

- 13.1 Every employer must keep a written record of at least the following –
- (a) The worker's name and position;
 - (b) In the case of a task-rated worker, the number of tasks completed by the worker;
 - (c) In the case of a time-rated worker, the time worked by the worker;
 - (d) Payments made to each worker.
- 13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

14 Payment

- 14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 14.2 A task-rated worker will only be paid for tasks that have been completed.
- 14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 14.4 A time-rated worker will be paid at the end of each month.
- 14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 14.6 Payment in cash or by cheque must take place –
- (a) At the workplace or at a place agreed to by the worker;
 - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - (c) In a sealed envelope which becomes the property of the worker.
- 14.7 An employer must give a worker the following information in writing –
- (a) The period for which payment is made;
 - (b) The numbers of tasks completed or hours worked;
 - (c) The worker's earnings;
 - (d) Any money deducted from the payment;
 - (e) The actual amount paid to the worker.

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- 14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
- 14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

15 Deductions

- 15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order, or arbitration award concerned.
- 15.4 An employer may not require or allow a worker to –
 - (a) Repay any payment except an overpayment previously made by the employer by mistake;
 - (b) State that the worker received a greater amount of money than the employer actually paid to the worker; or
 - (c) Pay the employer or any other person for having been employed.

16 Health and Safety

- 16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 16.2 A worker must –
 - (a) Work in a way that does not endanger his/her health and safety or that of any other person;
 - (b) Obey any health and safety instruction;
 - (c) Obey all health and safety rules of the SPWP;
 - (d) Use any personal protective equipment or clothing issued by the employer;
 - (e) Report any accident, near-miss incident, or dangerous behaviour by another person to their employer or manager.

17 Compensation for Injuries and Diseases

- 17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 17.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- 17.3 The employer must report the accident or disease to the Compensation Commissioner.
- 17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

18 Termination

- 18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 18.2 A worker will not receive severance pay on termination.

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Contract ORTDM SCMU: Supply and delivery of temporal shelters for a period of 3 years.

- 18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- 18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

19 Certificate of Service

- 19.1 On termination of employment, a worker is entitled to a certificate stating –
 - (a) The worker's full name;
 - (b) The name and address of the employer;
 - (c) The SPWP on which the worker worked;
 - (d) The work performed by the worker;
 - (e) Any training received by the worker as part of the SPWP;
 - (f) The period for which the worker worked on the SPWP;
 - (g) Any other information agreed on by the employer and worker

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MONTHLY REPORTING

The successful bidder will be expected to assist with monthly reporting. These will include progress reports, labour reports, etc, submitted to the Project Manager on the dates to be stipulated.

Contract ORTDM SCMU: Supply and delivery of temporal shelters for a period of 3 years.

O. R. TAMBO DISTRICT MUNICIPALITY

PROJECT: ORTDM SCMU 21-20/21

SUPPLY AND DELIVERY OF TEMPORAL SHELTERS FOR A PERIOD OF 3 YEARS

FORM C1.5 SUPPLY CHAIN MANAGEMENT POLICY

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O R TAMBO DISTRICT MUNICIPALITY SUPPLY CHAIN MANAGEMENT POLICY

LOCAL GOVERNMENT: MUNICIPAL FINANCE MANAGEMENT ACT, 2003

Date of adoption: 15 December 2005

Council resolves in terms of section 111 of the Local Government Municipal Finance Management Act (No. 56 of 2003), to adopt the following proposal as the Supply Chain Management Policy of the municipality.

TABLE OF CONTENTS

1. Definitions

CHAPTER 1

IMPLEMENTATION OF SUPPLY CHAIN MANAGEMENT POLICY

2. Supply chain management policy
3. Amendment of supply chain management policy
4. Delegation of supply chain management powers and duties
5. Subdelegations
6. Oversight role of council
7. Supply chain management units
8. Training of supply chain management officials

CHAPTER 2

SUPPLY CHAIN MANAGEMENT SYSTEM

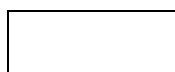
9. Format of supply chain management system

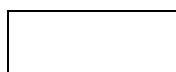
Part 1: Demand management

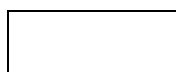
10. System of demand management

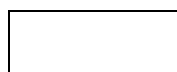
Part 2: Acquisition management

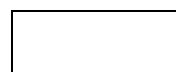
11. System of acquisition management
12. Range of procurement processes
13. General preconditions for consideration of written quotations or bids
14. Lists of accredited prospective providers
15. Petty cash purchases
16. Written quotations
17. Formal written price quotations
18. Procedures for procuring goods or services through written quotations and formal written price quotations
19. Competitive bidding process
20. Process for competitive bidding
21. Bid documentation for competitive bids
22. Public invitation for competitive bids
23. Procedure for handling, opening and recording of bids
24. Negotiations with preferred bidders
25. Two-stage bidding process
26. Committee system for competitive bids
27. Bid specification committees
28. Bid evaluation committees
29. Bid adjudication committees

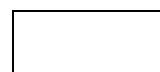

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

Contract ORTDM SCMU: Supply and delivery of temporal shelters for a period of 3 years.

- 30. Procurement of banking services
- 31. Procurement of IT related goods or services
- 32. Procurement of goods and services under contracts secured by other organs of state
- 33. Procurement of goods necessitating special safety arrangements
- 34. Proudly SA Campaign
- 35. Appointment of consultants
- 36. Deviation from, and ratification of minor breaches of, procurement processes
- 37. Unsolicited bids
- 38. Combating of abuse of supply chain management system

Part 3: Logistics, Disposal, Risk and Performance Management

- 39. Logistics management
- 40. Disposal management
- 41. Risk management
- 42. Performance management

Part 4: Other matters

- 43. Prohibition on awards to persons whose tax matters are not in order
- 44. Prohibition on awards to persons in the service of the state
- 45. Awards to close family members of persons in the service of the state
- 46. Ethical standards
- 47. Inducements, rewards, gifts and favours
- 48. Sponsorships
- 49. Objections and complaints
- 50. Resolution of disputes, objections, complaints and queries
- 51. Contracts providing for compensation based on turnover
- 52. Sureties and retention
- 53. Sale of bid documents
- 54. Insurance
- 55. Excess payments on insurance
- 56. Penalties
- 57. Payments
- 58. Confidentiality
- 59. Debriefing
- 60. Commencement

Definitions

In this Policy, unless the context otherwise indicates, a word or expression to which a meaning has been assigned in the Act has the same meaning as in the Act, and –

“Competitive bidding process” means a competitive bidding process referred to in paragraph 12 (1) (d) of this Policy;

“Competitive bid” means a bid in terms of a competitive bidding process;

“Final award”, in relation to bids or quotations submitted for a contract, means the final decision on which bid or quote to accept;

“Formal written price quotation” means quotations referred to in paragraph 12 (1) (c) of this Policy;

“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;

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

Contract ORTDM SCMU: Supply and delivery of temporal shelters for a period of 3 years.

- (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;

“Long term contract” means a contract with a duration period exceeding one year;

“List of accredited prospective providers” means the list of accredited prospective providers which the municipality must keep in terms of paragraph 14 of this policy;

“Other applicable legislation” means any other legislation applicable to municipal supply chain management, including –

- (a) The Preferential Procurement Policy Framework Act, 2017 (Act No. 5 of 2000);
- (b) The Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003); and
- (c) The Construction Industry Development Board Act, 2000 (Act No.38 of 2000);
- (d) National Small Business Act, 102 of 1996

“Treasury guidelines” means any guidelines on supply chain management issued by the Minister in terms of section 168 of the Act;

“The Act” means the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003);

“The Regulations” means the Local Government: Municipal Finance Management Act, 2003, Municipal Supply Chain Management Regulations published by Government Notice 868 of 2005;

“Written quotations” means a request for quotation requested verbally/telephonically from a supplier and the supplier reply in writing, referred to in paragraph 16 of this Policy.

“Formal written price quotation” means a request for quotation supplied to the supplier in writing and the supplier replies to the municipality in writing, referred to in paragraph 17 of this Policy.

“Acceptable Bid” means a bid that meets the requirements of an advertisement and the corrected price is within +- 10% from the estimated amount that was approved by the specifications committee and Bid Document is properly filled.

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

CHAPTER 1

IMPLEMENTATION OF SUPPLY CHAIN MANAGEMENT POLICY

Supply chain management policy

2. (1) All officials and other role players in the supply chain management system of the Municipality must implement this Policy in a way that
- (a) gives effect to –
 - (i) Section 217 of the Constitution; and
 - (ii) Part 1 of Chapter 11 and other applicable provisions of the Act;
 - (b) is fair, equitable, transparent, competitive and cost effective;
 - (b) complies with –
 - (i) The Regulations; and
 - (ii) Any minimum norms and standards that may be prescribed in terms of section 168 of the Act;
 - (c) is consistent with other applicable legislation;
 - (d) does not undermine the objective for uniformity in supply chain management systems between organs of state in all spheres; and
 - (f) is consistent with national economic policy concerning the promotion of investments and doing business with the public sector.
- (2) This Policy applies when the municipality –
- (a) procures goods or services;
 - (b) Disposes goods no longer needed;
 - (c) Selects contractors to provide assistance in the provision of municipal services otherwise than in circumstances where Chapter 8 of the Municipal Systems Act applies; or
- (3) This Policy, except where provided otherwise, does not apply in respect of the procurement of goods and services contemplated in section 110(2) of the Act, including –
- (a) water from the Department of Water Affairs or a public entity, another municipality or a municipal entity; and
 - (b) Electricity from Eskom or another public entity, another municipality or a municipal entity.

Amendment of the supply chain management policy

3. (1) The accounting officer must –
- (a) At least annually review the implementation of this Policy; and
 - (b) When the accounting officer considers it necessary, submit proposals for the amendment of this Policy to the council.
- (2) If the accounting officer submits proposed amendments to the council that differs from the model policy issued by the National Treasury, the accounting officer must –
- (a) Ensure that such proposed amendments comply with the Regulations; and

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

Contract ORTDM SCMU: Supply and delivery of temporal shelters for a period of 3 years.

(b) Report any deviation from the model policy to the National Treasury and the relevant provincial treasury.

(3) When amending this supply chain management policy the need for uniformity in supply chain practices, procedures and forms between organs of state in all spheres, particularly to promote accessibility of supply chain management systems for small businesses must be taken into account.

Delegation of supply chain management powers and duties

4. (1) The council hereby delegates all powers and duties to the accounting officer which are necessary to enable the accounting officer –

- (a) To discharge the supply chain management responsibilities conferred on accounting officers in terms of –
 - (i) Chapter 8 or 10 of the Act; and
 - (ii) This Policy;
- (b) To maximise administrative and operational efficiency in the implementation of this Policy;
- (c) To enforce reasonable cost-effective measures for the prevention of fraud, corruption, favouritism and unfair and irregular practices in the implementation of this Policy; and
- (d) To comply with his or her responsibilities in terms of section 115 and other applicable provisions of the Act.

(2) Section 79 of the Act applies to the subdelegation of powers and duties delegated to an accounting officer in terms of subparagraph (1).

(3) The accounting officer may not subdelegate any supply chain management powers or duties to a person who is not an official of the municipality or to a committee, which is not exclusively composed of officials of the municipality.

(4) This paragraph may not be read as permitting an official to whom the power to make final awards has been delegated, to make a final award in a competitive bidding process otherwise than through the committee system provided for in paragraph 26 of this Policy.

Sub delegations

5. (1) The accounting officer may in terms of section 79 of the Act sub delegate any supply chain management powers and duties, including those delegated to the accounting officer in terms of this Policy, but any such sub delegation must be consistent with subparagraph (2) of this paragraph and paragraph 4 of this Policy.

(2) The power to make a final award –

- (a) Above R10 million (VAT included) may not be sub delegated by the accounting officer;
- (b) Above R200 000 (VAT included), but not exceeding R10 million (VAT included), is hereby sub-delegated to –
 - (i) a bid adjudication committee of which the chief financial officer is a member or a senior manager reporting directly to the CFO;

(3) A bid adjudication committee to which the power to make final awards has been sub-delegated in accordance with subparagraph (2) must within five days of the end of each month submit to the official referred to in subparagraph (4) a written report containing particulars of each final award made by such committee during that month, including–

(a) The amount of the award;

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

Contract ORTDM SCMU: Supply and delivery of temporal shelters for a period of 3 years.

- (b) The name of the person to whom the award was made; and
- (c) The reason why the award was made to that person.

(4) A written report referred to in subparagraph (3) must be submitted –

(a) to the accounting officer, in the case of an award by –

(i) A bid adjudication committee of which the chief financial officer is a member;

(5) Subparagraphs (3) and (4) of this policy do not apply to procurements out of petty cash.

(6) No supply chain management decision-making powers may be delegated to an advisor or consultant.

Oversight role of council

6. (1) The council reserves its right to maintain oversight over the implementation of this Policy.

(2) For the purposes of such oversight the accounting officer must –

- (i) Within 30 days of the end of each financial year, submit a report on the implementation of this Policy and the supply chain management policy of any municipal entity under the sole or shared control of the municipality, to the council of the municipality; and
- (ii) Whenever there are serious and material problems in the implementation of this Policy, immediately submit a report to the council.

(3) The accounting officer must, within 10 days of the end of each quarter, submit a report on the implementation of this policy to the executive mayor.

(4) The reports must be made public in accordance with section 21A of the Municipal Systems Act.

Supply chain management unit

7. (1) A supply chain management unit is hereby established to implement this Policy.

(2) The supply chain management unit operates under the supervision of the chief financial officer or an official to whom this duty has been delegated in terms of section 82 of the Act.

Training of supply chain management officials

8. The training of officials involved in implementing this Policy should be in accordance with any Treasury guidelines on supply chain management training.

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

CHAPTER 2

SUPPLY CHAIN MANAGEMENT SYSTEM

Format of supply chain management system

9. This Policy provides effective systems for –

- (i) Demand management;
- (ii) Acquisition management;
- (iii) Logistics management;
- (iv) Disposal management;
- (v) Risk management; and
- (vi) Performance management.

Part 1: Demand management

System of demand management

10. (1) The accounting officer must establish and implement an appropriate demand management system in order to ensure that the resources required by the municipality support its operational commitments and its strategic goals outlined in the Integrated Development Plan.

(2) The demand management system must –

- (a) Include timely planning and management processes to ensure that all goods and services required by the municipality are quantified, budgeted for and timely and effectively delivered at the right locations and at the critical delivery dates, and are of the appropriate quality and quantity at a fair cost;
- (b) Take into account any benefits of economies of scale that may be derived in the case of acquisitions of a repetitive nature; and
- (c) Provide for the compilation of the required specifications to ensure that its needs are met.
- (d) To undertake appropriate industry analysis and research to ensure that innovations and technological benefits are maximized.

Part 2: Acquisition management

System of acquisition management

11. (1) The accounting officer must implement the system of acquisition management set out in this Part in order to ensure –

- (a) That goods and services are procured by the municipality in accordance with authorised processes only;
- (b) That expenditure on goods and services is incurred in terms of an approved budget in terms of section 15 of the Act;
- (c) That the threshold values for the different procurement processes are complied with;
- (d) That bid documentation, evaluation and adjudication criteria, and general conditions of a contract, are in accordance with any applicable legislation; and
- (e) That any Treasury guidelines on acquisition management are properly taken into account.

(2) When procuring goods or services contemplated in section 110(2) of the Act, the

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

Contract ORTDM SCMU: Supply and delivery of temporal shelters for a period of 3 years.

accounting officer must make public the fact that such goods or services are procured otherwise than through the municipality's supply chain management system, including -

- (a) The kind of goods or services; and
- (b) The name of the supplier.

Range of procurement processes

12. (1) Goods and services must only be procured by way of -

- (a) three (3) written quotations for procurements of a transaction value over R150.00 (This threshold maybe exceeded in case of emergencies up to R2000.00) up to R10 000 (VAT included);
- (b) formal written price quotations for procurements of a transaction value over R10 000 up to R200 000 (VAT included); and
- (c) A competitive bidding process for-
 - (i) Procurements above a transaction value of R200 000 (VAT included); and
 - (ii) The procurement of long term contracts.

(2) Notwithstanding sub paragraph (1) above, any goods and services may be procured by way of petty cash purchases up to a transaction value of R150.00 (VAT included).

(3) A transaction value exceeding R150.00 may be exceeded to the limit of R2000.00 in case of emergencies as the Head of Procurement Unit may deem fit.

(4) The accounting officer may, in writing-

- (a) lower, but not increase, the different threshold values specified in subparagraph (1); or
- (b) Direct that -
 - (i) Written quotations be obtained for any specific procurement of a transaction value lower than R2 000;
 - (ii) Formal written price quotations be obtained for any specific procurement of a transaction value lower than R10 000; or
 - (iii) A competitive bidding process be followed for any specific procurement of a transaction value lower than R200 000.

(5) Goods or services may not deliberately be split into parts or items of a lesser value merely to avoid complying with the requirements of the policy.

(6) When determining transaction values, a requirement for goods or services consisting of different parts or items must as far as possible be treated and dealt with as a single transaction.

General preconditions for consideration of written quotations or bids

13. A written quotation or bid may not be considered unless the provider who submitted the quotation or bid -

- (a) Has furnished that provider's -
 - (i) Full name;
 - (ii) Identification number or company or other registration number; and
 - (iii) Tax reference number and VAT registration number, if any;
 - (iv) Tax clearance certification;
 - (v) Certificate of good standing for levies.
 - (vi) Certificate of incorporation or founding statement, and in the case of a company - a register of directors, as the case may be;

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

Contract ORTDM SCMU: Supply and delivery of temporal shelters for a period of 3 years.

- (vii) Copies of ID's of members or directors, as the case may be;
 - (viii) In respect of engineering and construction works, the CIDB act contractor grading designations and the amounts for which they are entitled to tender on will apply,
 - (ix) Certified copy company documents e.g. founding statements.
- (b) Has authorised the municipality to obtain a tax clearance from the South African Revenue Services that the provider's tax matters are in order; and
- (c) Has indicated –
- (i) Whether he or she is in the service of the state, or has been in the service of the state in the previous twelve months;
 - (ii) If the provider is not a natural person, whether any of its directors, managers, principal shareholders or stakeholder is in the service of the state, or has been in the service of the state in the previous twelve months; or
 - (iii) Whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to in subparagraph (ii) is in the service of the state, or has been in the service of the state in the previous twelve months.
 - (d) The information provided in time and correct;
 - (f) The signatory to the tender document is duly authorized.

Lists of accredited prospective providers

14. (1) The accounting officer must –

- (a) Keep a list of accredited prospective providers of goods and services that must be used for the procurement requirements through written quotations and formal written price quotations; and
 - (b) At least once a year through newspapers commonly circulating locally, the website and any other appropriate ways, invite prospective providers of goods or services to apply for evaluation and listing as accredited prospective providers;
 - (c) Specify the listing criteria for accredited prospective providers; and
 - (d) Disallow the listing of any prospective provider whose name appears on the National Treasury's database as a person prohibited from doing business with the public sector.
- (2) The list must be updated at least quarterly to include any additional prospective providers and any new commodities or types of services. Prospective providers must be allowed to submit applications for listing at any time.
- (3) The list must be compiled per commodity and per type of service.

Petty cash purchases

15. The conditions for the procurement of goods by means of petty cash purchases from Municipality's Petty Cash which must be limited to R2000.00 as referred to in paragraph 12 (1) (a) of this Policy, are as follows –

- (a) All petty cash acquisitions must be arranged through the Procurement Officer in the Finance Department
- (b) The Procurement Officer must not approve total petty cash acquisitions in excess of R2,000 per month for the municipality;
- (b) Requests for petty cash acquisitions are at the discretion of the Procurement

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

Contract ORTDM SCMU: Supply and delivery of temporal shelters for a period of 3 years.

Officer; and

- (d) A monthly reconciliation report from the Procurement Officer must be provided to the chief financial officer, including –
 - (i) The total amount of petty cash purchases for that month; and
 - (ii) Receipts and appropriate documents for each purchase.
- (e) All documentation should be filed and stored in secure location under the control of the Procurement Officer.

Written quotations

16. The conditions for the procurement of goods or services through written quotations, are as follows:

- (a) Quotations must be obtained from at least three different providers preferably from, but not limited to, providers whose names appear on the list of accredited prospective providers of the municipality provided that if quotations are obtained from providers who are not listed, such providers must meet the listing criteria set out in paragraph 14(1)(b) and (c) of this Policy;
- (b) Providers must be requested to submit such quotations in writing;
- (c) If it is not possible to obtain at least three quotations, there should be preapproval by the accounting officer and the reasons thereof must be recorded and reported quarterly to the accounting officer;
- (d) The accounting officer must record the names of the potential providers requested to provide such quotations with their quoted prices; and
- (e) Verbal quotations are not permitted by this policy.

Formal written price quotations

17. (1) The conditions for the procurement of goods or services through formal written price quotations are as follows:

- (a) Quotations must be obtained in writing from at least three different providers whose names appear on the list of accredited prospective providers of the municipality;
 - (b) Quotations may be obtained from providers who are not listed, provided that such providers meet the listing criteria set out in paragraph 14(1)(b) and (c) of this Policy;
 - (c) If it is not possible to obtain at least three quotations, the reasons must be recorded and approved by the chief financial officer.
 - (d) The accounting officer must record the names of the potential providers and their written quotations.
- (2) A designated official referred to I subparagraph (1) (c) must within three days of the end of each month report to the chief financial officer on any approvals given during that month by that official in terms of that subparagraph.

Procedures for procuring goods or services through written quotations and formal written price quotations

18. The procedure for the procurement of goods or services through written quotations or

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

formal written price quotations is as follows:

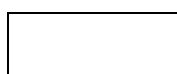
- (a) When using the list of accredited prospective providers the accounting officer must promote ongoing competition amongst providers by inviting providers to submit quotations on a rotation basis;
- (b) All requirements in excess of R30 000 (VAT included) that are to be procured by means of formal written price quotations must, in addition to the requirements of paragraph 17, be advertised for at least seven days on the website and /or an official notice board of the municipality;
- (c) Offers received must be evaluated on a comparative basis taking into account unconditional discounts;
- (d) The accounting officer or chief financial officer must on a monthly basis be notified in writing of all written quotations and formal written price quotations accepted by an official acting in terms of a sub delegation;
- (e) Offers below R30 000 (VAT included) must be awarded based on compliance to specifications and conditions of contract, ability and capability to deliver the goods and services and lowest price;
- (f) Acceptable offers, which are subject to the preference points system (PPPFA and associated regulations), must be awarded to the bidder who scored the highest points;
- (g) All written quotes are to be filed and held in a secure location under the control of the Procurement Officer so as to ensure confidentiality.
- (h) For all quotations above R15 000.00, valid tax clearance certificate must be available.

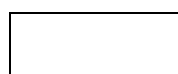
Competitive bids

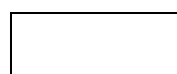
- 19. (1) Goods or services above a transaction value of R200 000 (VAT included) and long term contracts may only be procured through a competitive bidding process, subject to paragraph 11(2) of this Policy.
- (2) No requirement for goods or services above an estimated transaction value of R200 000 (VAT included), may deliberately be split into parts or items of lesser value merely for the sake of procuring the goods or services otherwise than through a competitive bidding process.

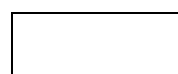
Process for competitive bidding

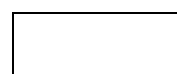
- 20. The procedures for the following stages of a competitive bidding process are as follows:
 - (a) Compilation of bidding documentation as detailed in paragraph 21;
 - (b) Public invitation of bids as detailed in paragraph 22;
 - (c) Site meetings or briefing sessions as detailed in paragraph 22;
 - (d) Handling of bids submitted in response to public invitation as detailed in paragraph 23;
 - (e) Evaluation of bids as detailed in paragraph 28;
 - (f) Award of contracts as detailed in paragraph 29;
 - (g) Administration of contracts
 - (i) After approval of a bid, the accounting officer and the bidder must enter into a written agreement.
 - (h) Proper record keeping
 - (i) Original / legal copies of written contracts agreements should be kept in a secure place for reference purposes.

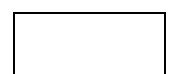

Contractor


Witness 1


Witness 2

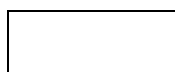

Employer

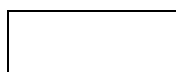

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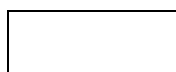

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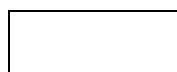
Bid documentation for competitive bids

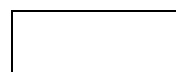
21. The criteria to which bid documentation for a competitive bidding process must comply, must –
- (a) Take into account –
 - (i) The general conditions of contract and any special conditions of contract, if specified;
 - (ii) Any Treasury guidelines on bid documentation; and
 - (iii) The requirements of the Construction Industry Development Board, in the case of a bid relating to construction, upgrading or refurbishment of buildings or infrastructure;
 - (b) Include the preference points system to be used (refer to Annexure B), goals as contemplated in the Preferential Procurement Regulations and evaluation and adjudication criteria, including any criteria required by other applicable legislation;
 - (c) Compel bidders to declare any conflict of interest they may have in the transaction for which the bid is submitted;
 - (d) If the value of the transaction is expected to exceed R10 million (VAT included), require bidders to furnish–
 - (i) If the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements –
 - (aa) for the past three years; or
 - (bb) since their establishment if established during the past three years;
 - (ii) A certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
 - (iii) Particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material noncompliance or dispute concerning the execution of such contract;
 - (iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic; and
 - (e) Stipulate that disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.
 - (f) Validity of bid prices after the closing date must not exceed 90 days without the written consent from the bidders.
 - (g) It must be stated in Bid Documents whether the prices will be firm or not
 - (h) Bid documents must be approved by Bid Specification Committee signed and stamped by the Head Of Department acquiring the goods or services
 - (i) Bid Documents must only be sold at ORTDM cash office
 - (j) Bid Documents must be readily available from the day the bid is advertised
 - (k) After the site inspection / briefing, only bidders appearing on the site inspection / briefing register may be allowed to buy documents.

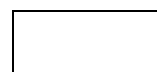

Contractor


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Employer


Witness 1


Witness 2

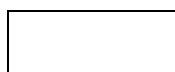
Public invitation for competitive bids

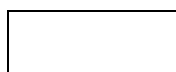
22. (1) The procedure for the invitation of competitive bids, is as follows:
- (a) Any invitation to prospective providers to submit bids must be by means of a public advertisement in newspapers commonly circulating locally during weekdays, the website of the municipality or any other appropriate ways (which may include an advertisement in the Government Tender Bulletin); and
 - (b) The information contained in a public advertisement, must include –
 - (i) the closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (VAT included), or which are of a long term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper, subject to subparagraph (2) of this policy;
 - (ii) A statement that bids may only be submitted on the bid documentation provided by the municipality; and
 - (iii) Date, time and venue of any proposed site meetings or briefing sessions.;
- (2) The accounting officer may determine a closure date for the submission of bids which is less than the 30 or 14 days requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process.
- (3) Bids submitted must be sealed.
- (4) Where bids are requested in electronic format, such bids must be supplemented by sealed hard copies.
- (5) No bid must be advertised during weekends, public holidays and 15 December to 15 January; the latter must have AO's approval.
- (6) Site Inspection / Briefing minutes must be taken during those inspections or briefing and must be handed to SCM Unit for filing.

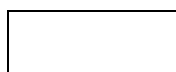
Procedure for handling, opening and recording of bids

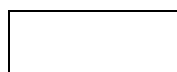
23. The procedures for the handling, opening and recording of bids, are as follows:
- (a) Bids–
 - (i) Must be opened only in public during weekdays and at 12H00 noon;
 - (ii) Must be opened at the same time and as soon as possible after the period for the submission of bids has expired; and
 - (iii) Received after the closing time should not be considered and returned unopened immediately.
 - (iv) Bid opening register must accommodate the required documents.
 - (v) All bids must be stamped received by the received stamp.
 - (vi) Three representatives (SCM Unit, Department requiring goods or services and the representative from consultants if any) must stamp and sign the documents.
 - (b) Any bidder or member of the public has the right to request that the names of the bidders who submitted bids in time must be read out and, if practical, also each bidder's total bidding price;
 - (c) No information, except the provisions in subparagraph (b), relating to the bid should be disclosed to bidders or other persons until the successful bidder is

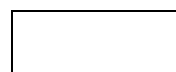
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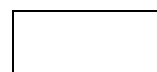

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

Contract ORTDM SCMU: Supply and delivery of temporal shelters for a period of 3 years.

notified of the award; and

- (d) The accounting officer must –
 - (i) record in a register all bids received in time;
 - (ii) Make the register available for public inspection; and
 - (iii) Publish the entries in the register and the bid results on the website.

Negotiations with preferred bidders

- 24. (1) The accounting officer may negotiate the final terms of a contract with bidders identified through a competitive bidding process as preferred bidders, provided that such negotiation –
 - (a) Does not allow any preferred bidder a second or unfair opportunity;
 - (b) Is not to the detriment of any other bidder; and
 - (c) Does not lead to a higher price than the bid as submitted.
- (2) Minutes of such negotiations must be kept for record purposes.

Two-stage bidding process

- 25. (1) A two-stage bidding process is allowed for –
 - (a) Large complex projects;
 - (b) Projects where it may be undesirable to prepare complete detailed technical specifications; or
 - (c) Long term projects with a duration period exceeding three years.
- (2) In the first stage technical proposals on conceptual design or performance specifications should be invited, subject to technical as well as commercial clarifications and adjustments.
- (3) In the second stage final technical proposals and priced bids should be invited.

Committee system for competitive bids

- 26. (1) A committee system for competitive bids is hereby established, consisting of the following committees for each procurement or cluster of procurements as the accounting officer may determine:
 - (a) A bid specification committee;
 - (b) A bid evaluation committee; and
 - (c) A bid adjudication committee;
- (2) The accounting officer appoints the members of each committee, taking into account section 117 of the Act; and
- (3) A neutral or independent observer, appointed by the accounting officer, must attend or oversee a committee when this is appropriate for ensuring fairness and promoting transparency.
- (4) The committee system must be consistent with –
 - (a) Paragraph 27, 28 and 29 of this Policy; and
 - (b) Any other applicable legislation.
- (5) The accounting officer may apply the committee system to formal written price quotations.

Bid specification committees

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

Contract ORTDM SCMU: Supply and delivery of temporal shelters for a period of 3 years.

27. (1) A bid specification committee must compile the specifications for each procurement of goods or services by the municipality.

(2) Specifications –

- (a) Must be drafted in an unbiased manner to allow all potential suppliers to offer their goods or services;
- (b) Must take account of any accepted standards such as those issued by Standards South Africa, the International Standards Organisation, or an authority accredited or recognized by the South African National Accreditation System with which the equipment or material or workmanship should comply;
- (c) Must, where possible, be described in terms of performance required rather than in terms of descriptive characteristics for design;
- (d) May not create trade barriers in contract requirements in the forms of specifications, plans, drawings, designs, testing and test methods, packaging, marking or labeling of conformity certification;
- (e) May not make reference to any particular trade mark, name, patent, design, type, specific origin or producer unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the word "equivalent";
- (f) Must indicate each specific goal for which points may be awarded in terms of the points system set out in the Preferential Procurement Regulations 2001; and
- (g) Must be approved by the accounting officer prior to publication of the invitation for bids in terms of paragraph 22 of this Policy.

(3) A bid specification committee must be composed of one or more officials of the municipality preferably the manager responsible for the function involved, and may, when appropriate, include external specialist advisors.

(4) No person, advisor or corporate entity involved with the bid specification committee, or director of such a corporate entity, may bid for any resulting contracts.

Bid evaluation committees

28. (1) A bid evaluation committee must –

(a) Evaluate bids in accordance with –

- (i) The specifications for a specific procurement; and
- (ii) The points system set out in terms of paragraph 27(2)(f).

(b) Evaluate each bidder's ability to execute the contract;

(c) Check in respect of the recommended bidder whether municipal rates and taxes and municipal service charges are not in arrears, and;

(d) Submit to the adjudication committee a report and recommendations regarding the award of the bid or any other related matter.

(2) A bid evaluation committee must as far as possible be composed of-

- (a) Officials from departments requiring the goods or services; and
- (b) At least one supply chain management practitioner of the municipality.

(3) The Accounting Officer must appoint chairperson and the Secretary of the committee.

(4) Duration of the sitting of the committee members is Accounting Officer's discretion.

(5) 51% of the committee members is required for a sitting.

(6) Within five days the SCM Unit has received the Bid Documents, secretary of the evaluation

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

committee must notify each and every committee member about the date, time, venue and agenda of the meeting.

Bid adjudication committees

- 29. (1)** A bid adjudication committee must –
- (a) Consider the report and recommendations of the bid evaluation committee; and
 - (b) Either –
 - (i) Depending on its delegations, make a final award or a Recommendation to the accounting officer to make the final award; or
 - (ii) Refer it back to the Evaluation Committee with complaints and reasons.
- (2) A bid adjudication committee must consist of at least four senior managers of the municipality which must include –
- (a) The chief financial officer or, if the chief financial officer is not available, another manager in the budget and treasury office reporting directly to the chief financial officer and designated by the chief financial officer; and
 - (b) At least one senior supply chain management practitioner who is an official of the municipality; and
 - (c) A technical expert in the relevant field who is an official, if such an expert exists.
 - (d) Legal advisor from ORTDM legal services.
- (3) The accounting officer must appoint the chairperson of the committee. If the chairperson is absent from a meeting, the members of the committee who are present must elect one of them to preside at the meeting.
- (4) Neither a member of a bid evaluation committee, nor an advisor or person assisting the evaluation committee, may be a member of a bid adjudication committee.
- (5) (a) If the bid adjudication committee decides to award a bid other than the one recommended by the bid evaluation committee, the bid adjudication committee must prior to awarding the bid –
- (i) Check in respect of the preferred bidder whether that bidder’s municipal rates and taxes and municipal service charges are not in arrears, and;
 - (ii) Notify the accounting officer.
- (b) The accounting officer may –
- (i) After due consideration of the reasons for the deviation, ratify or reject the decision of the bid adjudication committee referred to in paragraph (a); and
 - (ii) If the decision of the bid adjudication committee is rejected, refer the decision of the adjudication committee back to that committee for reconsideration.
- (6) The accounting officer may at any stage of a bidding process, refer any recommendation made by the evaluation committee or the adjudication committee back to that committee for reconsideration of the recommendation.
- (7) The accounting officer must comply with section 114 of the Act within 10 working days.
- (8) 51% of the committee membership is required for a sitting.
- (9) Legal advisor must notify the Head of the Department requiring the goods or services by

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contract ORTDM SCMU: Supply and delivery of temporal shelters for a period of 3 years.

handing over the letters of appointment.

- (10) Bid results may only be made public after the awarded bidder has been notified and signed the letter of acceptance.

Procurement of banking services

- 30.** (1) A contract for banking services –
- (a) Must be procured through competitive bids;
 - (b) Must be consistent with section 7 or 85 of the Act; and
 - (c) May not be for a period of more than five years at a time.
- (2) The process for procuring a contract for banking services must commence at least nine months before the end of an existing contract.
- (3) The closure date for the submission of bids may not be less than 60 days from the date on which the advertisement is placed in a newspaper in terms of paragraph 22(1). Bids must be restricted to banks registered in terms of the Banks Act, 1990 (Act No. 94 of 1990).

Procurement of IT related goods or services

- 31.** (1) The accounting officer may request the State Information Technology Agency (SITA) to assist with the acquisition of IT related goods or services through a competitive bidding process.
- (2) Both parties must enter into a written agreement to regulate the services rendered by, and the payments to be made to, SITA.
- (3) The accounting officer must notify SITA together with a motivation of the IT needs if –
- (a) The transaction value of IT related goods or services required in any financial year will exceed R50 million (VAT included); or
 - (b) The transaction value of a contract to be procured whether for one or more years exceeds R50 million (VAT included).
- (4) If SITA comments on the submission and the municipality disagrees with such comments, the comments and the reasons for rejecting or not following such comments must be submitted to the council, the National Treasury, the relevant provincial treasury and the Auditor General.

Procurement of goods and services under contracts secured by other organs of state

- 32.** (1) The accounting officer may procure goods or services under a contract secured by another organ of state, but only if –
- (a) The contract has been secured by that other organ of state by means of a competitive bidding process applicable to that organ of state;
 - (b) There is no reason to believe that such contract was not validly procured;
 - (c) There are demonstrable discounts or benefits to do so; and
 - (d) That other organ of state and the provider have consented to such procurement in writing.
- (2) Subparagraphs (1)(c) and (d) do not apply if –
- (a) A municipal entity procures goods or services through a contract secured by its parent municipality; or
 - (b) A municipality procures goods or services through a contract secured by a municipal entity of which it is the parent municipality.

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

Contract ORTDM SCMU: Supply and delivery of temporal shelters for a period of 3 years.

Procurement of goods necessitating special safety arrangements

33. (1) The acquisition and storage of goods in bulk (other than water), which necessitate special safety arrangements, including gasses and fuel, should be avoided where ever possible.

(2) Where the storage of goods in bulk is justified, such justification must be based on sound reasons, including the total cost of ownership, cost advantages and environmental impact and must be approved by the accounting officer.

Proudly SA Campaign

34. The municipality supports the Proudly SA Campaign to the extent that, all things being equal, preference is given to procuring local goods and services from:

- Firstly – suppliers and businesses within the O. R. Tambo District Municipality;
- Secondly – suppliers and businesses within the Eastern Cape Province;
- Thirdly – suppliers and businesses within the Republic of South Africa.

Appointment of consultants

35. (1) The accounting officer may procure consulting services provided that any Treasury guidelines in respect of consulting services are taken into account when such procurements are made.

(2) Consultancy services must be procured through competitive bids if

- (a) The value of the contract exceeds R200 000 (VAT included); or
- (b) The duration period of the contract exceeds one year.

(3) In addition to any requirements prescribed by this policy for competitive bids, bidders must furnish particulars of –

- (a) All consultancy services provided to an organ of state in the last five years; and
- (b) Any similar consultancy services provided to an organ of state in the last five years.

(4) The accounting officer must ensure that copyright in any document produced, and the patent rights or ownership in any plant, machinery, thing, system or process designed or devised, by a consultant in the course of the consultancy service is vested in the municipality.

Deviation from, and ratification of minor breaches of, procurement processes

36. (1) The accounting officer may –

- (a) Dispense with the official procurement processes established by this Policy and to procure any required goods or services through any convenient process, which may include direct negotiations, but only –
 - (i) In an emergency;
 - (ii) If such goods or services are produced or available from a single provider only;
 - (iii) For the acquisition of special works of art or historical objects where specifications are difficult to compile;
 - (iv) Acquisition of animals for zoos and/or nature and game reserves; or
 - (v) In any other exceptional case where it is impractical or impossible to follow the official procurement processes; and
- (b) Ratify any minor breaches of the procurement processes by an official or committee acting in terms of delegated powers or duties which are purely of a technical nature.

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

Contract ORTDM SCMU: Supply and delivery of temporal shelters for a period of 3 years.

- (2) The accounting officer must record the reasons for any deviations in terms of subparagraphs (1)(a) and (b) of this policy and report them to the next meeting of the council and include as a note to the annual financial statements.
- (3) Subparagraph (2) does not apply to the procurement of goods and services contemplated in paragraph 11(2) of this policy.

Unsolicited bids

37. (1) In accordance with section 113 of the Act there is no obligation to consider unsolicited bids received outside a normal bidding process.

- (2) The accounting officer may decide in terms of section 113(2) of the Act to consider an unsolicited bid, only if –
 - (a) The product or service offered in terms of the bid is a demonstrably or proven unique innovative concept;
 - (b) The product or service will be exceptionally beneficial to, or have exceptional cost advantages;
 - (c) The person who made the bid is the sole provider of the product or service; and
 - (d) The reasons for not going through the normal bidding processes are found to be sound by the accounting officer.
- (3) If the accounting officer decides to consider an unsolicited bid that complies with subparagraph (2) of this policy, the decision must be made public in accordance with section 21A of the Municipal Systems Act, together with –
 - (a) Reasons as to why the bid should not be open to other competitors;
 - (b) An explanation of the potential benefits if the unsolicited bid were accepted; and
 - (c) An invitation to the public or other potential suppliers to submit their comments within 30 days of the notice.
- (4) The accounting officer must submit all written comments received pursuant to subparagraph (3), including any responses from the unsolicited bidder, to the National Treasury and the relevant provincial treasury for comment.
- (5) The adjudication committee must consider the unsolicited bid and may award the bid or make a recommendation to the accounting officer, depending on its delegations.
- (6) A meeting of the adjudication committee to consider an unsolicited bid must be open to the public.
- (7) When considering the matter, the adjudication committee must take into account –
 - (a) Any comments submitted by the public; and
 - (b) Any written comments and recommendations of the National Treasury or the relevant provincial treasury.
- (8) If any recommendations of the National Treasury or provincial treasury are rejected or not followed, the accounting officer must submit to the Auditor General, the relevant provincial treasury and the National Treasury the reasons for rejecting or not following those recommendations.
- (9) Such submission must be made within seven days after the decision on the award of the unsolicited bid is taken, but no contract committing the municipality to the bid may be entered into or signed within 30 days of the submission.

Combating of abuse of supply chain management system

38. (1) The accounting officer must–

- (a) Take all reasonable steps to prevent abuse of the supply chain management

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

- system;
- (b) Investigate any allegations against an official or other role player of fraud, corruption, favouritism, unfair or irregular practices or failure to comply with this Policy, and when justified –
 - (i) Take appropriate steps against such official or other role player; or
 - (ii) Report any alleged criminal conduct to the South African Police Service;
- (c) Check the National Treasury’s database prior to awarding any contract to ensure that no recommended bidder, or any of its directors, is listed as a person prohibited from doing business with the public sector;
- (d) Reject any bid from a bidder–
 - (i) If any municipal rates and taxes or municipal service charges owed municipality or municipal entity, are in arrears for more than three months; or
 - (ii) Who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that bidder that performance was unsatisfactory;
- (e) Reject a recommendation for the award of a contract if the recommended bidder, or any of its directors, has committed a corrupt or fraudulent act in competing for the particular contract;
- (f) Cancel a contract awarded to a person if –
 - (i) The person committed any corrupt or fraudulent act during the bidding process or the execution of the contract; or
 - (ii) An official or other role player committed any corrupt or fraudulent act during the bidding process or the execution of the contract that benefited that person; and
- (g) Reject the bid of any bidder if that bidder or any of its directors –
 - (i) Has abused the supply chain management system of the municipality or has committed any improper conduct in relation to such system;
 - (ii) Has been convicted for fraud or corruption during the past five years;
 - (iii) Has willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - (iv) Has 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).

(2) The accounting officer must inform the National Treasury and relevant provincial treasury in writing of any actions taken in terms of subparagraphs (1)(b)(ii), (e) or (f) of this policy.

Part 3: Logistics, Disposal, Risk and Performance Management

Logistics management

- 39.** The accounting officer must establish and implement an effective system of logistics management, which must include -
- (a) The monitoring of spending patterns on types or classes of goods and services incorporating, where practical, the coding of items to ensure that each item has a

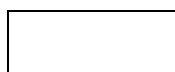
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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

- unique number;
- (b) The setting of inventory levels that includes minimum and maximum levels and lead times wherever goods are placed in stock;
- (c) The placing of manual or electronic orders for all acquisitions other than those from petty cash;
- (d) Before payment is approved, certification by the responsible officer that the goods and services are received or rendered on time and is in accordance with the order, the general conditions of contract and specifications where applicable and that the price charged is as quoted in terms of a contract;
- (e) Appropriate standards of internal control and warehouse management to ensure that goods placed in stores are secure and only used for the purpose for which they were purchased;
- (f) Regular checking to ensure that all assets including official vehicles are properly managed, appropriately maintained and only used for official purposes; and
- (g) Monitoring and review of the supply vendor performance to ensure compliance with specifications and contract conditions for particular goods or services.

Disposal management

- 40.** (1) The criteria for the disposal or letting of assets, including unserviceable, redundant or obsolete assets, subject to sections 14 and 90 of the Act, are by public tender in all cases.
- (2) Assets may be disposed of by –
- (i) Transferring the asset to another organ of state in terms of a provision of the Act enabling the transfer of assets;
 - (ii) Transferring the asset to another organ of state at market related value or, when appropriate, free of charge;
 - (iii) Destroying the asset.
 - (iv) For all of the above, the Accounting Officer's approval is required.
- (3) The accounting officer must ensure that –
- (a) Immovable property is sold only at market related prices except when the public interest or the plight of the poor demands otherwise;
 - (b) Movable assets are sold either by way of written price quotations, a competitive bidding process, auction or at market related prices, whichever is the most advantageous;
 - (c) Firearms are not sold or donated to any person or institution within or outside the Republic unless approved by the National Conventional Arms Control Committee;
 - (d) Immovable property is let at market related rates except when the public interest or the plight of the poor demands otherwise;
 - (e) All fees, charges, rates, tariffs, scales of fees or other charges relating to the letting of immovable property are annually reviewed;
 - (f) Where assets are traded in for other assets, the highest possible trade-in price is negotiated; and
 - (g) In the case of the free disposal of computer equipment, the provincial department of education is first approached to indicate within 30 days whether any of the local schools are interested in the equipment.



Contractor



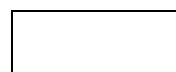
Witness 1



Witness 2



Employer



Witness 1



Witness 2

Risk management

41. (1) The criteria for the identification, consideration and avoidance of potential risks in the supply chain management system, are as follows:
- (a) The Internal Audit Unit is to review annually all systems including the internal controls employed and to provide a written report to council no later than 30 days after the end of the financial year.
- (2) Risk management must include –
- (a) The identification of risks on a case-by-case basis;
 - (b) The allocation of risks to the party best suited to manage such risks;
 - (c) Acceptance of the cost of the risk where the cost of transferring the risk is greater than that of retaining it;
 - (d) The management of risks in a pro-active manner and the provision of adequate cover for residual risks; and
 - (e) The assignment of relative risks to the contracting parties through clear and unambiguous contract documentation.

Performance management

42. The accounting officer must establish and implement an internal monitoring system in order to determine, on the basis of a retrospective analysis, whether the authorised supply chain management processes were followed and whether the objectives of this Policy were achieved.

Part 4: Other matters

Prohibition on awards to persons whose tax matters are not in order

43. (1) No award above R15 000 may be made in terms of this Policy to a person whose tax matters have not been declared by the South African Revenue Service to be in order.
- (2) Before making an award to a person the accounting officer must first check with SARS whether that person's tax matters are in order.
- (3) If SARS does not respond within 7 days such person's tax matters may for purposes of subparagraph (1) be presumed to be in order.

Prohibition on awards to persons in the service of the state

44. Irrespective of the procurement process followed, no award may be made to a person in terms of this Policy –
- (a) Who is in the service of the state;
 - (b) If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
 - (c) A person who is an advisor or consultant contracted with the municipality.

Awards to close family members of persons in the service of the state

45. The accounting officer must ensure that the notes to the annual financial statements disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state, or has been in the service of the state in the previous twelve months, including –
- (a) The name of that person;
 - (b) The capacity in which that person is in the service of the state; and

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

Contract ORTDM SCMU: Supply and delivery of temporal shelters for a period of 3 years.

- (c) The amount of the award.

Ethical standards

- 46. (1) A code of ethical standards (refer to Annexure A) as set out in the “*National Treasury’s code of conduct for supply chain management practitioners and other role players involved in supply chain management*” is hereby established for officials and other role players in the supply chain management system of the municipality in order to promote –
 - (a) Mutual trust and respect; and
 - (b) An environment where business can be conducted with integrity and in a fair and reasonable manner.
- (2) A breach of the code of ethics must be dealt with as follows -
 - (a) In the case of an employee, in terms of the disciplinary procedures of the municipality envisaged in section 67(1)(h) of the Municipal Systems Act;
 - (b) In the case a role player who is not an employee, through other appropriate means in recognition of the severity of the breach.
 - (c) In all cases, financial misconduct must be dealt with in terms of chapter 15 of the Act.

Inducements, rewards, gifts and favours to the municipalities officials and other role players

- 47. (1) No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may either directly or through a representative or intermediary promise, offer or grant –
 - (a) Any inducement or reward to the municipality for or in connection with the award of a contract; or
 - (b) Any reward, gift, favour or hospitality to –
 - (i) Any official; or
 - (ii) Any other role player involved in the implementation of this Policy.
- (2) The accounting officer must promptly report any alleged contravention of subparagraph (1) to the National Treasury for considering whether the offending person, and any representative or intermediary through which such person is alleged to have acted, should be listed in the National Treasury’s database of persons prohibited from doing business with the public sector.
- (3) Subparagraph (1) does not apply to gifts less than R350 in value.

Sponsorships

- 48. The accounting officer must promptly disclose to the National Treasury and the relevant provincial treasury any sponsorship promised, offered or granted, whether directly or through a representative or intermediary, by any person who is –
 - (a) A provider or prospective provider of goods or services; or
 - (b) A recipient or prospective recipient of goods disposed or to be disposed.

Objections and complaints

- 49. Persons aggrieved by decisions or actions taken in the implementation of this supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint against the decision or action.

Resolution of disputes, objections, complaints and queries

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

Contract ORTDM SCMU: Supply and delivery of temporal shelters for a period of 3 years.

- 50.** (1) The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes –
- (a) To assist in the resolution of disputes between the municipality and other persons regarding –
 - (i) Any decisions or actions taken in the implementation of the supply chain management system; or
 - (ii) Any matter arising from a contract awarded in the course of the supply chain management system; or
 - (b) To deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such contract.
- (2) The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively.
- (3) The person appointed must –
- (a) Strive to resolve promptly all disputes, objections, complaints or queries received; and
 - (b) Submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.
- (4) A dispute, objection, complaint or query may be referred to the relevant provincial treasury if –
- (a) The dispute, objection, complaint or query is not resolved within 60 days; or
 - (b) No response is forthcoming within 60 days.
- (5) If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.
- (6) This paragraph must not be read as affecting a person’s rights to approach a court at any time.

Contracts providing for compensation based on turnover

- 51.** If a service provider acts on behalf of a municipality to provide any service or act as a collector of fees, service charges or taxes and the compensation payable to the service provider is fixed as an agreed percentage of turnover for the service or the amount collected, the contract between the service provider and the municipality must stipulate –
- (a) A cap on the compensation payable to the service provider; and
 - (b) That such compensation must be performance based.

Sureties and retention

52. Bid securities are normally required from bidders in the construction and engineering disciplines, as well as from auctioneers. The accounting officer/authority may decide whether bidders should supply securities at the bidding phase. Bid security should not be set so high as to discourage bidders. Bid security should remain valid for the duration of the contract period. Should the recommended bidder or the contractor withdraw his/her bid prior to the award of the bid or commencement of the contract, the bidder/supplier may forfeit his security to the institution. Bid securities should be released to unsuccessful bidders once it is determined that they will not be awarded the contract.

(1) Sureties

Sureties shall be determined according to affordability and risk. The following sureties

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

Contract ORTDM SCMU: Supply and delivery of temporal shelters for a period of 3 years.

shall be considered appropriate for the different categories (see annexure "A" for categorization) of contract:

- Micro projects - Nil
- Small projects - 2,5%
- Medium projects - 5%
- Large projects - 10%

Where the SMME service provider could not be able to arrange sureties prior to awarding of the contract, surety amounts shall be deducted from the first progress payment certificate based on work certified.

(2) Retention

Retention money withheld from a contractor during the construction period must be affordable, according to risk. The following limits to retention shall be made applicable on the four categories of contract:

- Micro projects - Nil
- Small projects - 2,5%
- Medium projects - 5%
- Large projects - 10%

Sale of bid document

53. Accounting officers/authorities may decide to charge a refundable or a non refundable fee for bidding documents if and when necessary, provided that:

- (a) The fee should be reasonable and reflect only the cost of the technical consulting, printing and delivery costs to prospective bidders;
- (b) The fee should not be so high as to discourage prospective bidders; and
- (c) It is recommended that the amount to be paid for bid documents be as follows:

- a. Project Value of R200 000 to R500 000 - Bid Doc. R100.00
- b. Project Value of R 500 001 to R1m - Bid Doc. R200
- c. Project Value of Above R1m to R3m - Bid Doc. R300
- d. Project Value above R3m - Bid Doc. R500 or more

Insurance

54. The municipality shall effect and maintain insurance of the Works and Public Liability Insurance for the duration of the project. The emerging contractor shall insure all constructional plant owned, leased or hired by him, which is brought onto the site. He shall also pay all contributions required in terms of the provisions of Occupational Health and Safety Act, 1993 (as amended).

Excess payments on insurance claims

55 (1) Micro to medium projects

Excess amounts on insurance in respect of causes entirely beyond the emerging contractor's control such as rain and flood damage shall be the responsibility of the Municipality

Excess amounts on claims attributable to insufficient precautions by the emerging contractor such as theft shall be fully borne by the emerging contractor.

(2) Large Projects

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

Contract ORTDM SCMU: Supply and delivery of temporal shelters for a period of 3 years.

All excess amounts will be the responsibility of the contractor

Penalties

56. Penalties will be a standard clause with awards. If no penalty clause was applicable, some contracts could and probably would take years to complete. On the other hand penalties must not punish or harm an emerging contractor to such an extent that the empowerment of previously disadvantaged individuals cannot be realized.

From the above it is obvious that a balance must be found where the penalty urges and encourages the emerging contractor to complete the project on time, but if he fails to do this, the penalties must not put him out of business. A penalty clause does not and cannot ensure that a contract will be completed timeous, but if contract completion is late, the enforcement of penalties will become a reality.

The following penalties shall be applicable:

- Micro projects - 0.02% of Contract amount/day
- Small projects - 0.04% of Contract amount/day
- Medium projects - 0.06% of Contract amount/day
- Large projects - 0.1% of Contract amount/day

Payments

57. (1) Time of payment

Payment certificates are normally payable within 30 days after being approved by the Municipal Manager (General Condition of Contract). The lack of finance is a serious constraint to SMME's and to assist in this regard payments to this group shall be fast-tracked where possible.

(2) Cessions

To further alleviate the constraints, signed cessions by the SMME's to financiers that assist SMME's shall be accepted so that payments can be made directly to those financiers, ensuring the continuous delivery of materials. Where cessions are accepted the utmost care shall be taken to ensure that the Municipality is properly indemnified.

Confidentiality

58. After pubic opening of bids, information relating to the examination, clarification and evaluation of bids and recommendations concerning awards should not be disclosed to bidders or other persons not officially concerned with the process, until the successful bidder is notified of the award.

Debriefing

59. If after notification of award, a consultant wishes to ascertain the grounds on which its proposal was not selected, it must address its request in writing to the accounting officer/authority. If the supplier is not satisfied with the explanation given by the accounting officer/authority, the supplier may refer this matter to the relevant treasury, Public protector or court of law.

Commencement

60. This Policy takes effect on the date of approval by the Council

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

O. R. TAMBO DISTRICT MUNICIPALITY

PROJECT: ORTDM SCMU 21-20/21

SUPPLY AND DELIVERY OF TEMPORAL SHELTERS FOR A PERIOD OF 3 YEARS

C2 PRICING DATA

C2.1 Pricing Instructions

C2.2 Bill of Quantities

O. R. TAMBO DISTRICT MUNICIPALITY

PROJECT: ORTDM SCMU 21-20/21

SUPPLY AND DELIVERY OF TEMPORAL SHELTERS FOR A PERIOD OF 3 YEARS.

FORM C2.1 PRICING INSTRUCTIONS

1. The Tender Data, the Scope of Work and the specification are to be read in conjunction with the Schedule of Quantities.
2.
 - a. The Schedule comprises items covering the Consortium's profit and costs of general liabilities and of the construction of temporary and permanent Works.
 - b. Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule, his attention is drawn to the fact that the tenderer has the right, under various circumstances, to payment for additional works carried out and that the Client is obliged to base his assessment of the payment to be paid for such additional work on the rates inserted in the Schedule by the tenderer.
 - c. Clause 8 of each Standardized Specification and the measurement and payment clause of each Particular Specification, read together with the relevant clause of the Project Specification, set out what ancillary or associated activities are included in the rate for the operations specified.
3. Descriptions in the Schedule of Quantities are abbreviated. The schedule has been drawn up generally in accordance with the latest issue of "Building Engineering Quantities". Should any requirement of the measurement and payment clause of the applicable Standardized Specification, or the Project Specification, or the Particular Specification(s) conflict with the terms of the Schedule or, when relevant "Building Engineering Quantities", the requirement of the Standardized, Project or Particular Specification, as applicable, shall prevail.
4. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.
5. The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer for the work described under the several items. The prices and rates shall be exclusive of Value Added Tax. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based.
6. A price or rate is to be entered, in **BLACK INK**, against each item in the Schedule of Quantities.
7. In the event of the Tenderer failing to price any item it will be held that the Tenderer has made adequate allowance under other items for all labour, material and costs required for the execution, not only of the quantum of work covered by the unpriced item but also for any increase in the said quantum which may

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contract ORTDM SCMU: Supply and delivery of temporal shelters for a period of 3 years.

have to be undertaken during the course of the Contract.

8. An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.
The Bidder shall also fill in a rate against the items where the words "rate only" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bid rates shall apply should work under these items actually be required.

9 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.

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

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

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

- mm = millimetre
- m = metre
- km = kilometre
- km-pass = kilometre-pass
- m² = square metre
- m²-pass = square metre-pass
- ha = hectare
- m³ = cubic metre
- m³-km = cubic metre-kilometre
- kW = kilowatt
- kN = kilonewton
- kg = kilogram
- t = ton (1 000 kg)
- % = per cent
- MN = mega Newton

Contract ORTDM SCMU: Supply and delivery of temporal shelters for a period of 3 years.

O. R. TAMBO DISTRICT MUNICIPALITY

PROJECT: ORTDM SCMU 21-20/21

SUPPLY AND DELIVERY OF TEMPORAL SHELTERS FOR A PERIOD OF 3 YEARS.

FORM C2.2 BILL OF QUANTITIES

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Contract ORTDM SCMU: Supply and delivery of temporal shelters for a period of 3 years.

O. R. TAMBO DISTRICT MUNICIPALITY

PROJECT: ORTDM SCMU 21-20/21

SUPPLY AND DELIVERY OF TEMPORAL SHELTERS FOR A PERIOD OF 3 YEARS.

FORM C2.2 BILL OF QUANTITIES

C2.2 BILL OF QUANTITIES

C2.3 SUMMARY

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C2.2 BILL OF QUANTITIES

Escalation will be allowed at a rate of 10% per annum from the date of commencement of the contract

| NO | ITEM | UNIT | QTY | RATE | AMOUNT |
|--|---|------|-----|------|--------|
| IMPLEMENTATION | | | | | |
| 1 | Supply and erect a Temporary shelter | No | | | |
| 2 | Dismantle, transport and re erect | No | | | |
| 3 | Obtaining and signing of snag list, practical completion certificates, final completion certificate and Happy letters | No | | | |
| SUB TOTAL | | | | | |
| SUB TOTAL YEAR 1 | | | | | |
| ESCALATION PERCENTAGE % IN YEAR 2 | | | | | |
| SUB TOTAL YEAR 2 | | | | | |
| ESCALATION PERCENTAGE % IN YEAR 3 | | | | | |
| GRAND TOTAL IN YEAR 3 | | | | | |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

O. R. TAMBO DISTRICT MUNICIPALITY

PROJECT: ORTDM SCMU 21-20/21

SUPPLY AND DELIVERY OF TEMPORAL SHELTERS FOR A PERIOD OF 3 YEARS.

FORM C2.3 SUMMARY

| DESCRIPTION | AMOUNT |
|--|--------|
| 1. SUPPLY AND ERECT A TEMPORAL SHELTER | |
| 2. DISMANTLE, TRANSPORT AND RE -ERECT A TEMPORAL SHELTER | |
| 3. SUBTOTAL | |
| 4. Add 15% VAT | |
| 5. TOTAL CARRIED FORWARD TO FORM OF OFFER | |

Name of Tenderer:

Date:

Signature :.....

Full name of signatory:

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

Contract ORTDM SCMU: Supply and delivery of temporal shelters for a period of 3 years.

O. R. TAMBO DISTRICT MUNICIPALITY

PROJECT: ORTDM SCMU 21-20/21

SUPPLY AND DELIVERY OF TEMPORAL SHELTERS FOR A PERIOD OF 3 YEARS

FORM C2.2 BILL OF QUANTITIES

C2.2 BILL OF QUANTITIES

C2.3 SUMMARY

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| <i>Contractor</i> | <i>Witness 1</i> | <i>Witness 2</i> | <i>Employer</i> | <i>Witness 1</i> | <i>Witness 2</i> |

C2.2 BILL OF QUANTITIES

Escalation will be allowed at a rate of 10% per annum from the date of commencement of the contract

| NO | ITEM | UNIT | QTY | RATE | AMOUNT |
|--|---|------|-----|------|--------|
| IMPLEMENTATION | | | | | |
| 1 | Supply and erect a Temporary shelter | No | | | |
| 2 | Dismantle, transport and re erect | No | | | |
| 3 | Obtaining and signing of snag list, practical completion certificates, final completion certificate and Happy letters | No | | | |
| SUB TOTAL | | | | | |
| SUB TOTAL YEAR 1 | | | | | |
| ESCALATION PERCENTAGE % IN YEAR 2 | | | | | |
| SUB TOTAL YEAR 2 | | | | | |
| ESCALATION PERCENTAGE % IN YEAR 3 | | | | | |
| GRAND TOTAL IN YEAR 3 | | | | | |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.1

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O. R. TAMBO DISTRICT MUNICIPALITY

PROJECT: ORTDM SCMU 21-20/21

SUPPLY AND DELIVERY OF TEMPORAL SHELTERS FOR A PERIOD OF 3 YEARS.

FORM C2.3 SUMMARY

| DESCRIPTION | AMOUNT |
|--|--------|
| 1. SUPPLY AND ERECT A TEMPORAL SHELTER | |
| 2. DISMANTLE, TRANSPORT AND RE -ERECT A TEMPORAL SHELTER | |
| 3. SUBTOTAL | |
| 4. Add 15% VAT | |
| 5. TOTAL CARRIED FORWARD TO FORM OF OFFER | |

Name of Tenderer:

Date:

Signature :.....

Full name of signatory:

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O. R. TAMBO DISTRICT MUNICIPALITY

PROJECT: ORTDM SCMU 21-20/21

SUPPLY AND DELIVERY OF TEMPORAL SHELTERS FOR A PERIOD OF 3 YEARS.

C3 SCOPE OF WORKS & SPECIFICATIONS

C3.1 SCOPE OF WORKS

C3.2 SPECIFICATIONS

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C3.1 SCOPE OF WORKS & SPECIFICATIONS

1 SCOPE OF WORK

1.1 The successful Service Provider (s) will have to perform the following main tasks in respect to temporary solution:

1.1.1 Supply and erect temporary shelters that are in line with the Emergency Housing Policy on request by the District Municipality. The shelters should be easily dismantled and re-erected for reuse, with a removable floor;

1.1.2 Transportation of the temporary shelters to beneficiary sites;

1.1.3 Preparation of platforms, including ensuring that the minimum ground clearance is not less than 150mm;

1.1.4 Erect the shelters in accordance to beneficiary list supplied by the Department of Human Settlements and where there are changes on site, notify the District Municipality in writing;

1.1.5 Ensure completion and signing of handover certificates by all beneficiaries, District Municipality in writing;

1.1.6 Dismantling, removal, transportation and re-erection of shelters.

1.2 The following **requirements** will apply to temporary shelters:

1.2.1 All shelters should meet the specified requirements as prescribed in the Emergency Housing Policy;

1.2.2 All materials should be SABS approved

1.2.3 It must be dismantlable, easy to transport, store and construct;

1.2.4 Design to meet SABS 0160 (loading) and SABS 0162 (for steel work) if applicable;

1.2.5 The minimum size should be thirty square meters (30 m²);

1.2.6 Service providers will have to do demonstration of their temporary shelters, at the sites where they produce them including the specification;

1.2.7 Temporary shelters to be thermally insulated.

1.2.8 Warranty certificate/s with five-year duration must be issued for all handed over temporary units/projects.

1.2.9 Appointed service providers will have to provide proof of capacity to deliver in terms of resources (i.e. financial, human and material resources) as per evaluation criteria requirements.

1.2.10 In critical cases Service provider will be required to be on site within 5 hours delivering and erecting temporary shelter/s upon receiving an instruction from the District Municipality.

1.2.11 Provide a guarantee to deliver and erect not less than (5) temporary shelters within one (1) day where more than five (5) temporary shelters are required. In case of potential deviation, a written motivation from the contractor confirming reasons for deviation must be submitted to the District Municipality within eight (8) hours from the date of instruction;

1.2.12 Provision of a five (5) year guarantee to cover all the structural defects of the shelter.

T1.1
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|--|---|---|--|---|---|
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|--|---|---|--|---|---|

Contract ORTDM SCMU: Supply and delivery of temporal shelters for a period of 3 years.

1.2.13 It must be possible to dismantle the shelter for re-use at least 3 times. This is in line with the life span of temporary shelters as specified in the Emergency Housing Policy.

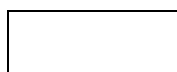
NB: The District Municipality will be under no obligation to pay for standing time where the contractor could not commence with erection due to a state of readiness not confirmed by the Municipality or community protests preventing construction. In cases of unforeseen circumstances, the contractor must notify the Department of Human Settlements in the District Municipality within eight (8) hours from site establishment

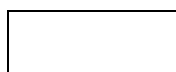
2. MINIMUM SPECIFICATION

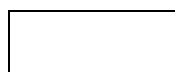
MINIMUM SPECIFICATION AS PER THE EMERGENCY HOUSING POLICY

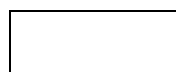
| BASIC PRODUCT PERFORMANCE REQUIREMENT | GUIDELINE SPECIFICATION |
|---|---|
| Roof covering: Trafficable, waterproof, to suit purlin spacing. | 0.6mm thick galvanized mild steel or 0.5 mm thick galvanized full hard or similar approved profile by SABS |
| Side cladding: Meet OHS Act requirements. Safe, sustaining of normal weather conditions, adequate resistance to water penetration. Minimum height 2.2 m | 0.6 mm thick galvanized mild steel or 0.5 mm full hard galvanized Nu-RIB or similar approved profile cladding by SABS |
| Columns and anchor bolts: Framed structure. Strength for stable, durable structure | 76 mm x 76 mm x 3 mm square hollow section plus 2- 30 x 30 x 3 angles welded to column x 2200 mm long with column welded to 200 x 100 x 10 mm plate at the top and a 200 x 200 x 10 mm base plate welded to bottom end. Base plates fixed to the concrete footing with 4-M12 expansion bolts. |
| Rafters: Strength for stable, durable structure | Cold rolled 125 x 50 x 20 x 2.5 mm lipped channels, with strengthening at eaves connection and manufactured as indicated on plan with 5 degree pitch |
| Purlins: Strength for stable durable structure. | Cold rolled 125 x 50 x 20 x 2.5 mm lipped channels x 3976 mm long bolted to rafters as indicated on plan with 90 x 125 x 5 mm plates and 2 x M12 bolts |
| Door and window posts and frames: Strength for stable, durable structure | Cold rolled 75 x 50 x 20 x 2.5 mm upper channel posts with 6 mm thick end plates bolted to rafter and floor as shown on drawing |
| Side rails to support side cladding: Strength for stable, durable structure | Cold rolled 75 x 50 x 20 x 2.5 mm sections with 6 mm end plates bolted to posts and columns - see drawing |

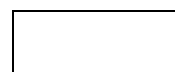
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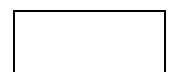

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

Contract ORTDM SCMU: Supply and delivery of temporal shelters for a period of 3 years.

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|--|--|
| Flashings: Meet OHS Act. Safe, sustaining of normal weather conditions, adequate resistance to water penetration | Roof ridge flashings 0.8 mm thick galvanized mild steel bent as shown on drawing |
| Door: Framed, lockable and hinged | Purpose made framed single panel steel door with sheeting, hinged one side with barrel bolt to inside and hasp and staple on outside |
| Windows: Minimum 5% of floor area framed and glazed | Standard type D7 with glazing |
| Thermal Efficiency: To suit roofing material and local conditions | Bubble foil with straining wires below roof sheeting |
| Insulation | Shelters to be insulated from roof to walls |

T1.1
07

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2