

# O. R. TAMBO DISTRICT MUNICIPALITY



## O.R. TAMBO DISTRICT MUNICIPALITY

**PROJECT NO:** ORTDM SCMU 18-22/23

**DESCRIPTION:** APPOINTMENT OF ONE OR MORE SUPPLIERS TO CONCLUDE FRAMEWORK CONTRACTS TO MANUFACTURE, SUPPLY AND DELIVERY OF VARIOUS VIP TOILETS

**NOVEMBER 2022**

**Issued By:**

**The Municipal Manager**

O. R Tambo District Municipality

Private Bag X 6043

MTHATHA

5100

**Tel No:** (047) 501 6400

**Prepared By:**

**Engineering Services Manager**

O. R. Tambo District Municipality

Private Bag X 6043

MTHATHA

5100

**Tel No:** (047) 501 6400

**NAME OF BIDDER:** \_\_\_\_\_

**CSD SUPPLIER NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**TENDER AMOUNT:** \_\_\_\_\_

<b>TENDERS ARE HEREBY INVITED FOR:</b>
--

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 18-22/23: APPOINTMENT OF ONE OR MORE SUPPLIERS TO CONCLUDE FRAMEWORK CONTRACTS TO MANUFACTURE, SUPPLY AND DELIVERY OF VARIOUS VIP TOILETS** and be submitted in the tender box, Ground Floor, O. R. 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 Project 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:

<b>Document</b>		<b>Colour of pages</b>
<b>Number</b>	<b>Heading</b>	
T1.1	Project 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	Operational 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

## T1.1 PROJECT NOTICE AND INVITATION TO TENDER

Tenders are hereby invited from suitably qualified and experienced suppliers to conclude a framework contract/s to carry out the design, manufacture, supply and delivery of various VIP toilet units on an “as and when required basis” for the ORTDM dry sanitation programme.

Project Number	Name and Description	Contract period
ORTDM SCMU 18-22/23	APPOINTMENT OF ONE OR MORE SUPPLIERS TO CONCLUDE FRAMEWORK CONTRACTS TO MANUFACTURE, SUPPLY AND DELIVERY OF VARIOUS VIP TOILETS.	36 months

A compulsory clarification meeting with representatives of the client will take place at 11H00 on Monday, 21 November 2022 at the G10 Boardroom. O.R Tambo District Municipality, Myezo Park, Mthatha

*The municipality will not repeat any matters already covered in the compulsory briefing meeting to the 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 and will be returned to the bidder unopened.*

Bid documents should be downloaded on the e-Tender website ([www.etenders.gov.za](http://www.etenders.gov.za)) alternatively on the OR Tambo website ([www.ortambodm.gov.za](http://www.ortambodm.gov.za)).

Bids must be completed tenders in black ink, enclosed 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 **Tuesday, 13 December 2022.**

*It must be expressly understood that the Municipality does not accept no responsibility for ensuring that bid submissions sent by courier or post, or delivered in any other way, are deposited in the Tender Box. It is therefore preferable for the bidder to ensure that its bid submission is placed in the Tender Box by its own staff or representative(s).*

The Municipality reserves the right not to accept the only or lowest priced tender or any tender at all, or to accept the whole or part of any tender.

### **RETURNABLE DOCUMENTS TO BE SUBMITTED WITH BID:**

- Copy of business registration documents, as issued by CIPC.
- Certified copy of identity documents of directors/ shareholders/ partners / members, as the case may be.
- Original Valid Tax Clearance Certificate or a Confirmation of Tax Validity with the pin issued by SARS.

- Original or certified copy of BBBEE certificate; or sworn affidavit confirming annual total revenue and level of black
- Proof of latest municipal rates and taxes statement **of the bidder** indicating that rates and taxes are not in arrears for more than 3 months.
- Proof of latest municipal rates and taxes statement of each **company director** indicating that rates and taxes are not in arrears for more than 3 months.
- Proof of latest municipal water and sanitation charges statement **of the bidder** indicating that rates and taxes are not in arrears for more than 3 months for bidders who reside in the O. R. Tambo District Municipality area.
- Proof of latest municipal water and sanitation charges statement of each **company director** indicating that rates and taxes are not in arrears for more than 3 months for bidders who reside in the O. R. Tambo District Municipality area.
- Confirmation of address from a ward councillor where the bidder and company directors operate and reside in a peri-urban area where no rates and taxes and service charges are not billed.
- A copy of a valid lease agreement where the bidder does not own the property they are operating from.

**NB: CERTIFICATION OF DOCUMENTS MUST NOT BE MORE THAN SIX (6) MONTHS FROM DATE CERTIFIED BY COMMISSIONER OF OATHS.**

**THE BID WILL BE REJECTED IF THE BIDDER FAILS TO:**

- Complete fully the bid document or to provide the information requested, or to sign the bid at the appropriate spaces provided or next to errors.
- Fill and properly sign the form of offer.
- Attach proof of registration with CSD.
- Attach joint Venture Agreement or Consortium Agreement signed and initialled on each page (if applicable).
- Attach audited annual financial statements of the bidding entity (for projects in excess of R10 million);
- Attach unaudited annual financial statements for close corporations, as required by the Close Corporations Act (if applicable);

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

**THE BIDS WILL BE EVALUATED IN THREE STAGES, NAMELY:**

- Stage 1 – Compliance with Bid Rules
- Stage 2 – Functionality
- Stage 3 – Price and BBBEE Points

Failure to meet the pre-qualification criteria will render a bid non-responsive, and such bid will be disqualified and not proceed to be evaluated further.

Item	Weight
<b>Stage 2 of Evaluation-Functionality</b>	<b>100</b>
• Previous Experience with respect to supplying goods of similar projects	15
• Manufacturing Capacity	25
• Qualifications and Experience of Key Personnel	20
• Design Package	25
• Availability of key Machinery and equipment	15
<b>Stage 3 of Evaluation- Price &amp; B-BBEE</b>	<b>100</b>
• B-BBEE	20
• Price	80

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

**Technical enquiries: Mr N Noto 047 501 6400 / 6425, or email: [nkosiyabon@ortambodm.gov.za](mailto:nkosiyabon@ortambodm.gov.za).**

All **Supply Chain Management enquiries** may be directed to Mr. S. Hopa, telephone number 047 501 6449 or email: [sakhiwohopa@ortambodm.org.za](mailto:sakhiwohopa@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 Project Not suitably endorsed is fully reserved by the O. R. Tambo District Municipality. A 80/20 point system shall apply where 80 points is for the price and 20 points is in terms of B-BBEE status level of contributor as follows:*

B-BBEE status level of contributor	Number of points
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 BBBEE scorecard is prepared for every separate tender.*

**S.W. Mkhize**

**Municipal Manager**

## T1.2 TENDER DATA

The conditions of tender are the **Standard Conditions of Tender** as contained in Annexure F of the 30<sup>th</sup> 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	
<b>F.1</b>	<b>General</b>
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: <b>Tender</b> T1.1 Project 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
	<b>Contract</b> <b>Part 1 : Agreements and Contract data</b> 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 <b>Part 2 : Pricing Data</b> C2.1 Pricing Instructions C2.2 Bill of Quantities <b>Part 3 : Scope of Work</b> 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 <b>Part 4: Site Information</b> C4 Site information <b>Part 5: Additional Relevant Documents</b> <b>Part 6: Contract Drawings</b>
F1.3	<b>Interpretation</b> 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.

F.1.4	<p><b>Communication:</b> Communication with all stakeholders shall be through the O. R. Tambo Municipality's District Engineer. Communication's 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: <b><u>Mr. Nkosiyabo Noto</u></b> Tel: 047 501 6400 / 6425</p>
F.1.5	<p><b>The employer's right to accept or reject any tender offer</b></p>
F.1.5.1	<p><b>Reject or accept</b> 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><b>Procurement procedures</b></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><b>Tenderer's obligations</b></p>
F.2.1.1	<p><b>Eligibility</b> Submit a tender only if the tenderer (whether a single company or a structure similar to a Joint Venture) complies with the eligibility criteria stated in the Tender Data and the tenderer, or any of his principals, is not under any restriction to do business with national treasury.</p> <p>Tenderers are deemed ineligible to submit a [tender/proposal] if:</p> <ul style="list-style-type: none"> <li>• Tenderers have the nationality of a country on any international sanctions list. A tenderer shall be deemed to have the nationality of a country if the tenderer is a national or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.</li> <li>• Tenderers submit more than one [tender/proposal] either individually or as a partner in a joint venture (JV) or consortium</li> <li>• [Tenders/proposals] submitted by a JV or consortium where the JV/consortium agreement does not explicitly state that the parties of the JV or consortium shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.</li> <li>• A Tenderer must not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified.</li> <li>• Tenders signed by non- authorized persons</li> <li>• Where the tenderers are not registered on National Treasury's Central Supplier Database (except Foreign Suppliers)</li> <li>• Any tenderer that is restricted by National Treasury</li> <li>• A tenderer that sub-contracts 100% Scope of Work.</li> </ul>
F.2.1.2	<p><b>CIDB Grading</b> Not Applicable</p>
F.2.2	<p><b>Cost of tendering</b> 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>
F.2.3	<p><b>Check documents</b></p>

	Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.	
F.2.4	<b>Confidentiality and copyright</b> 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	<b>Reference documents</b> Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.	
F.2.6	<b>Acknowledge Addenda</b> 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 <b>compulsory clarification meeting</b> are:	
	<b>Date:</b> Monday, 21 November 2022 <b>Starting time:</b> 11h00	<b>Location:</b> O.R Tambo District Municipality Offices, G10 Boardroom, Myezo Park, Mthatha
F.2.8	<b>Seek clarification</b> Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.	
F.2.10	<b>Pricing the tender</b>	
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	
F.2.11	<b>Alterations to documents</b> 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	<b>Alternative tender offers</b> 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:	
	<b>Location of Tender box:</b> Tender Box, Ground Floor, O. R. Tambo District Municipality Building, Nelson Mandela Drive, Myezo Park, Mthatha, Eastern Cape.	
	<b>Physical address:</b> O. R. Tambo House, Nelson Mandela Drive, Mthatha	
F.2.14	<b>Information and data to be completed in all respects</b> Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.	
F.2.15	<b>Closing time</b> The closing times for submission of Tenders are <b>12H00 on Tuesday, 13 December 2022.</b>	
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed Bid offers will <b>not</b> be accepted.	



F.2.16	<p><b>Tender offer validity</b></p> <p>The Tender offer validity period is 90 Days as stated in the tender data.</p>
F.2.17	<p><b>Clarification of tender offer after submission</b></p> <p>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.</p>
F.2.18	<p><b>Provide other material</b></p> <p>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), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.</p> <p>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.</p>
F2.20	<p><b>Submit securities, bonds, policies</b></p> <p>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.</p>
F.2.23	<p><b>The tenderer is required to submit with his tender:</b></p> <p>(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 &amp; initialed on each page).  (4) Proof that manufacturing plant is located in ORTDM or submission of unconditional letter of intent to establish manufacturing plant in ORTDM within 6 months  (5) Certified copies of the original ID copies of Members of the companies.  (6) Original or Certified Copy of the B-BBEE Certificate from SANAS Accredited Vendor or Sworn Affidavit Confirming Annual turnover if the Bidder is EME or QSE  (7) If a Bidder is an unincorporated JV or Consortium, a Consolidated JV B-BBEE Certificate is required  (8) Proof of Registration with National Treasury's Central Supplier Database (CSD).  (9) Proof of Latest Municipal Rates indicating that Rates and Taxes are not in Arrears for more than three months  (10) Proof of Latest Municipal Water Bill indicating that Water Bill is not in arrears for more than three months</p>
F.3	<p><b>The employer's undertakings</b></p>
F.3.1	<p><b>Respond to requests from the tenderer</b></p>
F.3.1.1	<p>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.</p>
F.3.2	<p><b>Issue Addenda</b></p> <p>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.</p>
F.3.4	<p><b>Opening of tender submissions</b></p>

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.
F.3.6	<b>Non-disclosure</b> 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.
F.3.7	<b>Grounds for rejection and disqualification</b> 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.
F3.9	<b>Arithmetical errors, omissions and discrepancies</b>
F.3.9.1	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.
F.3.9.2	Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for: a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: 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	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.
F.3.9.4	Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows: a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total 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	<b>Clarification of a tender offer</b> Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F3.11

**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 schedules

Failure to supply the required information will compromise the bid

D. Next Stage in Evaluation: Pre-qualification; Quality / Functionality; Price & BBBEE Status Level

The next state in the evaluation process will consist of three stages, as follows:

**STAGE 2: FUNCTIONALITY/QUALITY EVALUATION**

ITEM	WEIGHT
Functionality (see detailed criteria below)	100
• Previous Experience with respect to supplying goods of similar projects	15
• Manufacturing Capacity	25
• Qualifications and Experience of Key Personnel	20
• Design Package	25
• Availability of key Machinery and equipment	15

Only bidders who score **60 points or more** on stage 2 will be evaluated further and therefore eligible for award.

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

***Tender functionality / quality claimed***

	Category of Quality / Functionality	Maximum tender evaluation points provided
<b>B1.1</b>	<b>Experience on similar projects within the last three (03) years:</b> Copies of Orders, Delivery Notes and Contractor's Certificate of Completion MUST be submitted with the bid in last three years. <b>No points will be awarded where Certificates of Completion have not been submitted with the Bid. If the number of completed units in the completed project is not reflected on the certificate, provide contractor's appointment with the number of units or letter from the client with the number of units.</b>	<b>15</b>
	1. Tenderer has supplied at least Ten potable VIP Toilets contracts with more than 50 000 units	15
	2. Tenderer has supplied at least Seven potable VIP Toilets contracts with more than 40 000 units	8
	3. Tenderer has supplied at least Five potable VIP Toilets contracts with more than 30 000 units	4
	4. No previous projects completed or supplied less than 30 000 units	0
<b>B1.2</b>	<b>Manufacturing Capacity:</b> The Tenderer has a manufacturing plant with a capacity which complies with the minimum SANS and DWS Standards. The Tenderer shall provide certified proof of quality and production records for its manufacturing plant stating capacity. The Employer reserves the right to inspect the facilities prior to contract award.	<b>25</b>
	1. The Tenderer has a manufacturing plant with a capacity to manufacture a minimum of 1 500 concrete toilets per month	25
	2. The Tenderer has a manufacturing plant with a capacity to manufacture a minimum of 1 000 concrete toilets per month	15
	3. The Tenderer has a manufacturing plant with a capacity to manufacture a minimum of 500 concrete toilets per month	8
	4. No manufacturing plant capacity or less than 500 units per month	0
<b>B1.3</b>	<b>Qualifications and 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) Process Engineer = Minimum Bachelor's Degree in Industrial/Mechanical Engineering/NQF level 6, Production Manager = Minimum ND Production Management and Concrete Foreman = Minimum Grade 12/ N4 + Certificate in Concrete. Bidders must submit CV's/Resume and contactable references.</b>	<b>20</b>
	<b>Process Engineer, Production Manager, Concrete Foreman</b>	
	<ul style="list-style-type: none"> <li>Favourable previous experience in the Civil Engineering field with a minimum of 5 years; <b>Process Engineer</b> = 9 points, 3-4 years = 7 points &amp; 1-2 years = 5 points.</li> </ul>	9

	<ul style="list-style-type: none"> <li>Favourable previous experience in the Civil Engineering field with a minimum of 5 years; <b>Production Manager</b> = 7 points, 3-4 years = 5 points &amp; 1-2 years = 4 points.</li> </ul>	7
	<ul style="list-style-type: none"> <li>Favourable previous experience in the Civil Engineering field with a minimum of 5 years; <b>Concrete Foreman</b> = 4 points, 3-4 years = 2 points &amp; 1-2 years = 1 point.</li> </ul>	4
	<ul style="list-style-type: none"> <li>Contractor failed to provide evidence of qualification and experience.</li> </ul>	0
<b>B1.4</b>	<p><b>Design Package</b> Tenderer shall submit his proposed design package which is compliant with the design specification herein. The design package shall include the following, amongst others: (1) Detailed drawings of the proposed VIP Toilet. (2) Professional Indemnity Insurance of Structural Engineer. (3) ECSA registration of Structural Engineer (4) ISO 9001 Certificate for manufacture and supply of concrete toilets (5) The Tenderer's Quality Control/Assurance Plan and Quality Management Plan.</p>	<b>25</b>
	<ul style="list-style-type: none"> <li>Design Package has all 5 stated requirements</li> </ul>	25
	<ul style="list-style-type: none"> <li>Design Package does not have at least one of the stated requirements</li> </ul>	0
<b>B1.5</b>	<p><b>Availability of key machinery and equipment</b> (Points will only be awarded for the mentioned machinery, and valid proof of ownership must be submitted. Note irrelevant machinery to the project will not be considered. For hire, provide a signed confirmation letter and a lease agreement from a reputable service provider and proof of ownership must be submitted).</p>	<b>15</b>
	1. Bidder Owns all three (03) of the machinery required for the execution of the contract namely; Vibrating tables, Nine (09) moulds, Three (03) Concrete cube tests and the machinery/equipment is available for the project.	15
	2. Bidder Owns any two (02) and will hire one (01) of the machinery required for the execution of the contract namely; Vibrating tables, Nine (09) moulds, Three (03) Concrete cube tests and the machinery/equipment is available for the project.	10
	3. Bidder Owns at least one (1) and will Hire 2 (Two) of the machinery required for the execution of the contract namely; Vibrating tables, Nine (09) moulds, Three (03) Concrete cube tests and the machinery/equipment is available for the project.	5
	4. Bidder has made no provisions to hire machinery and has not provided documentation proving ownership of the required plant.	0

**STAGE 3: EVALUATION FOR PRICE AND PREFERENCE (80/20)**

The procedure for Stage 3 of evaluation of responsive tenders is **Method 2**

**a) PRICE:..... 80**

**b) B-BBEE STATUS LEVEL OF CONTRIBUTION: ..... 20**

**Points Awarded for Price (Ps)**

A total of 80 points will be awarded to the Tenderer with the lowest balanced price. The **other tenders will be awarded points on the ratio to benchmark 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

**a) 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>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
<b>Non-compliant Contributor</b>	<b>0</b>

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:
- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
  - 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,
  - has the legal capacity to enter into the contract,
  - 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,
  - complies with the legal requirements, if any, stated in the tender data, and
  - is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

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

**F.3.14 Notice to unsuccessful tenderers**

After the successful tenderer has acknowledged the employer's notice of acceptance, 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.gov.za](http://www.ortambodm.gov.za) by listing the successful tender.

---

F.3.15	<b>Prepare contract documents</b> 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	<b>Issue final contract</b> 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).

## T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents:

<b>T2.2 Returnable Documents required for Tender evaluation purposes</b>		
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

<b>T2.3 Returnable Documents that will be incorporated into the contract</b>		
1	Form 2.3.1	Record of Addenda to Tender Documents
2	Form 2.3.2	Procurement Form



## **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	Registration on the Central Supplier Database
Form 2.2.7	Certificate of Attendance at Site Meeting
Form 2.2.8	Proposed Key Personnel
Form 2.2.9	Schedule of Proposed Sub-consultants
Form 2.2.10	Financial References
Form 2.2.11	Declaration of interest

**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)

---

## **ATTACH THE FOLLOWING DOCUMENTS HERETO**

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. CIDB registration

**Proof of registration with CIDB**

5. CSD registration

**Proof of registration with Central Supplier Database**

6. 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.**

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

8. Director's / Shareholder's Municipal Rates

9. Latest Copy of the B-BBEE Certificate

10. Central Supplier Database Summary Report

**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 Number

.....and 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. ....

**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.....

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



**FORM 2.2.4 SCHEDULE OF CURRENT PROJECTS**

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

Description	Value (R) VAT excluded	Date Appointed	Reference		
			Name	Organisation	Tel no

Name of Tenderer: ..... Date: .....

Signature: .....

Full name of signatory: .....





**ATTACH ORIGINAL / COPY**

**VALID TAX VERIFICATION PIN**

**FORM 2.2.6 REGISTRATION ON THE CENTRAL SUPPLIER DATABASE**

Attach proof of registration with the Central Supplier Database. **This information is material to the award of the Contract.**

**ATTACHED CERTIFICATE PROOF OF REGISTRATION ON THE NATIONAL CENTRAL SUPPLIER DATABASE**

**FORM 2.2.7 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 sites 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





**FORM 2.2.10 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:

<b>BANK NAME:</b>									
<b>ACCOUNT NAME:</b> <i>(e.g. ABC Civil Construction cc)</i>									
<b>ACCOUNT TYPE:</b> <i>(e.g. Savings, Cheque etc)</i>									
<b>ACCOUNT NO:</b>									
<b>ADDRESS OF BANK:</b>									
<b>CONTACT PERSON:</b>									
<b>TEL. NO. OF BANK / CONTACT:</b>									
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> <span style="margin-left: 20px;">(Tick which is appropriate)</span>	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: .....

**ATTACH AUDITED**  
**FINANCIAL STATEMENTS**



## FORM 2.2.11 MUNICIPAL BIDDING DOCUMENTS

MBD 1

### PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF O. R. TAMBO DISTRICT MUNICIPALITY</b>					
BID NUMBER:	ORTDM SCMU 18-22/23	CLOSING DATE:	13 DECEMBER 2022	CLOSING TIME:	12.00PM
DESCRIPTION:	APPOINTMENT OF ONE OR MORE SUPPLIERS TO CONCLUDE FRAMEWORK CONTRACTS TO MANUFACTURE, SUPPLY AND DELIVERY OF VARIOUS VIP TOILETS.				

**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		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			

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	SCM DEPARTMENT	CONTACT PERSON	MR. N. NOTO
CONTACT PERSON	MR. SANDI MAJAVU	TELEPHONE NUMBER	047 501 6425
TELEPHONE NUMBER	047 501 6449	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	<a href="mailto:nkosiyabon@ortambodm.gov.za">nkosiyabon@ortambodm.gov.za</a>
E-MAIL ADDRESS	<a href="mailto:sandim@ortambodm.gov.za">sandim@ortambodm.gov.za</a>		

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED).</b>	
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.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .	
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.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
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: .....

**DECLARATION OF INTEREST**

- 1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
- 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, shareholder<sup>2</sup>):  
.....

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.....  
.....

<sup>1</sup> MSCM Regulations: "in the service of the state" means to be –  
(a) a member of –

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

<sup>2</sup> 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 .....

.....

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**

**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: ..... ..... .....		

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: ..... ..... .....		

**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



**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:
- abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - been convicted for fraud or corruption during the past five years;
  - willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - 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><b>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?</b></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><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <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 (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	<b>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?</b>	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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

MBD 9

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid: **PROJECT NO.: ORTDM SCMU 18-22/23: APPOINTMENT OF ONE OR MORE SUPPLIERS TO CONCLUDE FRAMEWORK CONTRACTS TO MANUFACTURE, SUPPLY AND DELIVERY OF VARIOUS VIP TOILETS.** 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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;

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

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

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

*<sup>3</sup> 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 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

**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: .....

## 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 (Act 5 of 2000) 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.

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

- A Tax Verification Pin. (**Only valid tax verification pin** 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

## 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 verification pin has been submitted.
- The Tenderer must affix an original valid Tax Verification Pin 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.

**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 supplier 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 supplier 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 \_\_\_\_\_ 202\_\_

\_\_\_\_\_  
For the tenderer

WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

## C: AGREEMENTS AND CONTRACT DATA

CONTRACT  
NUMBER

**ORTDM SCMU 18-22/23:**

BETWEEN

**O. R. TAMBO DISTRICT MUNICIPALITY**

AND

FOR THE

**APPOINTMENT OF ONE OR MORE SUPPLIERS TO CONCLUDE FRAMEWORK CONTRACTS TO MANUFACTURE, SUPPLY AND DELIVERY OF VARIOUS VIP TOILETS.**

Document Reference	Title	Page
	This cover page	51
Part C1	Agreements & Contract Data	52
Part C2	Pricing Data	86
Part C3	Scope of Work	96
Part C4	Site Information	110
Part C5	Drawings	111
Part C6	Health and Safety Specification	110

**C1 AGREEMENTS AND CONTRACT DATA**

<b>Document Reference</b>	<b>Title</b>	<b>Page</b>
	This cover page	53
Part C1.1	Form of Offer and Acceptance	54
Part C1.2	Package Order Data	66
Part C1.3	Monthly Reporting	77
Part C1.4	Supply Chain Management Policy	78

**FORM C1.1 FORM OF OFFER AND ACCEPTANCE**

<b>Document Reference</b>	<b>Title</b>	<b>Page</b>
	This cover page	53
Form C1.1.1	Data Provided by The Employer	58
Form C1.2.2	Data Provided by The Supplier	59
Form C1.2.3	Framework Information	60

**FORM OF OFFER**

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **APPOINTMENT OF ONE OR MORE SUPPLIERS TO CONCLUDE FRAMEWORK CONTRACTS TO MANUFACTURE, SUPPLY AND DELIVERY OF VARIOUS VIP TOILETS.**

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 Supplier under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined per the clauses of the NEC3 Framework Contract (April 2013).

**THE TENDERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS**

Tendered Total of the Prices exclusive of VAT is	
Value Added Tax @15% is	
Tendered Total of the Prices Is	
In words	

The Employer may accept this Offer 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 *Supplier* per the clauses of the NEC3 Framework Contract (April 2013).

**THE TENDERER**

Signed at ..... on ..... 202\_\_

for .....

Name and Surname .....

Capacity .....

Signature .....

who warrants that he/she is duly authorised hereto

**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 Supplier the amount due in accordance with the clauses of the NEC3 Framework Contract (April 2013). Acceptance of the Tenderer’s Offer shall form an agreement between the *Employer* and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

- Part C1            Agreements & Contract Data (which includes this Agreement)
- Part C2            Pricing Data
- Part C3            *Purchaser’s* Goods Information
- Part C4            Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 5 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 Supplier) 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.

**THE EMPLOYER**

Signed at \_\_\_\_\_ on \_\_\_\_\_ 202\_\_

for \_\_\_\_\_

Name and Surname \_\_\_\_\_

Capacity \_\_\_\_\_

Signature \_\_\_\_\_

who warrants that he/she is duly authorised hereto

---

## 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 the Parties agree it 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.

**FOR THE TENDERER**

Signed at \_\_\_\_\_ on \_\_\_\_\_ 202\_\_  
for \_\_\_\_\_  
Name and Surname \_\_\_\_\_  
Capacity \_\_\_\_\_  
Signature \_\_\_\_\_  
who warrants that he/she is duly  
authorised hereto

**FOR THE EMPLOYER**

Signed at \_\_\_\_\_ on \_\_\_\_\_ 202\_\_  
for \_\_\_\_\_  
Name and Surname \_\_\_\_\_  
Capacity \_\_\_\_\_  
Signature \_\_\_\_\_  
who warrants that he/she is duly  
authorised hereto

### Part C1.1.1 Data Provided by The *Employer*

- Completion of this data in full is essential to create a complete contract.
- This contract data is a material part of the Tenderers submission and, should the Tenderer be awarded the Framework Contract, it shall create legally binding obligations that will be enforceable against the Tenderer.

Clause	Statement	Data
	the Data which shall apply to work under the Framework Contract is	the Clauses of the NEC3 Framework Contract (April 2013)
<b>10</b>		<b>Actions</b>
10.1	the <i>Employer</i> is address for communication	O. R. Tambo District Municipality First Floor, O. R. Tambo District Municipality Building, Nelson Mandela Drive, Myezo Park, Mthatha, Eastern Cape 5100
	address for electronic communications	<b>nkosiyabon@ortambodm.gov.za</b>
<b>11</b>		<b>Identified and defined terms</b>
11.2(2)	the <i>Framework Information</i> is in	Part C1.4
11.2(3)	The <i>Employer Data</i> which shall apply to all <i>Package Orders</i> is in	Part C1.6
<b>13</b>		<b>Communications</b>
13.2	the <i>Employer Representative</i> is Address for communications	<b>N Tshicilela</b> First Floor, O. R. Tambo District Municipality Building, Nelson Mandela Drive, Myezo Park, Mthatha, Eastern Cape 5100
	Address for electronic communications	<b>ntombit@ortambodm.gov.za</b>
<b>20</b>		<b>The Parties' Obligations</b>
20.1	the <i>Scope</i> is in	The <i>Scope</i> section of Framework Information
20.1	the <i>Selection Procedure</i> is in	The <i>Selection Procedure</i> section of <i>Framework Information</i>
<b>22</b>		<b>Quotations</b>
22.1	the <i>Quotation Procedure</i> is in	The <i>Quotation Procedure</i> section of <i>Framework Information</i>
<b>30</b>		<b>Completion</b>
30.1	the End Date is	<b>36 months after start date</b>

Part C1.1.2 Data Provided by The *Supplier*

Completion of this data in full is essential to create a complete contract.

Clause	Statement	Data
<b>10</b>		<b>Actions</b>
10.1	the <i>Supplier</i> is address for communication	_____ _____ _____ _____ _____ _____
	address for electronic communications	_____ _____
<b>11</b>		<b>Identified and defined terms</b>
11.2(3)	The <i>Supplier</i> Data which shall apply to all <i>Package Orders</i> is in	Part C1.7
<b>13</b>		<b>Communications</b>
13.2	the <i>Supplier Representative</i> is Address for communications	_____ _____ _____ _____ _____
	Address for electronic communications	_____ _____

---

**C1.1.3.1 Framework Scope**

---

- 1 As a part of the competitive tendering process, the *Employer* intends to enter into identical framework agreements with one or more *Supplier/s* that have demonstrated the requisite capacity, qualification, and experience to undertake the design, manufacture, supply and delivery of precast concrete VIP toilets within the geographical boundaries of the O. R. Tambo District Municipality (the "district").
- 2 The *Works* includes, but limited to, the following:
  - 2.1 design and manufacture of precast concrete VIP toilets as per specification
  - 2.2 supply and delivery of precast concrete VIP toilets
- 3 Under the *Framework Contract/s*, the *Employer* shall, from time to time, identify specific works, services and functions relating to the *Works* that it requires to be carried out by a nominated *Supplier/s* at a particular location within the district under a stand-alone project "*Package Order*".
- 4 Each *Supplier* is appointed onto the panel on a rate-only basis and shall be instructed to undertake a *Work Package* as and when required. The *Framework Contract/s* is/are not intended for use with a single stand-alone project; it is designed for use where several similar sets of projects may be required of the same *Supplier/s*. As such, the relationship between the *Employer* and the *Supplier/s* shall be regulated at two levels, that is at the –
  - 4.1 programme level, by the terms of this *Framework Contract/s*; and
  - 4.2 project level, in respect of a *Work Package* that has been assigned to the *Supplier/s*, per the terms of a duly concluded *Package Order*.
  - 4.3 Once a *Package Order* has been identified, and the *Works* required to be delivered thereunder defined, the *Employer* shall –
    - 4.3.1 through the application of the *Selection Procedure* and *Quotation Procedure*, award the right to undertake the *Package Order* to a capable *Supplier/s* that shall be able to undertake the *Package Order* in the most economically advantageous manner; and
    - 4.3.2 conclude a separate written supplier contract, issued as a *Package Order* under the *Framework Contract* that shall, amongst other things, regulate the relationship between the *Employer* and the awarded *Supplier/s* in relation to *Work Package* and stipulate the terms and conditions in accordance with which the awarded *Supplier/s* shall undertake the delivery of the required *Works*.
- 5 Accordingly, although this *Framework Contract* contains several requirements which have a direct bearing upon the underlying *Package Order*, the *Supplier/s* shall note that the underlying contract determines the rights and responsibilities of the parties thereto in respect of the *Package Order* contemplated therein, just as with any traditional supply contract.

---

**C1.1.3.2 Selection Procedure**

---

- 1 The purpose of this *Selection Procedure* is to guide how the *Employer* selects *Supplier/s* from the panel of suppliers, who will, from time to time, be instructed to submit a *Quotation* for the undertaking of a particular *Work Package* under their respective *Framework Contract/s*.
- 2 Each *Supplier* appointed onto the panel of suppliers shall, within 21 days after the conclusion of their *Framework Contract*, submit a detailed design package for the VIP Toilet that the *Supplier* proposes to deliver under the programme ("Design Package"). Each Design Package shall be required to contain at least the documents and information specified below:
  - 2.1 Detailed drawings of the proposed VIP Toilet (With clearly marked Dimensions).

- 
- 2.2 Professional Indemnity Insurance of Structural Engineer.
  - 2.3 ECSA registration of Structural Engineer.
  - 2.4 applicable standards and specifications in conformance to SANS; and
  - 2.5 ISO 9001 Certificate for manufacture and supply of concrete toilets
  - 2.6 the Supplier's Quality Control/Assurance Plan and Quality Management Plan.
- 3 Notwithstanding the appointment of a *Supplier* onto the panel of suppliers, a *Supplier* shall not be furnished with a *Quotation* or permitted to participate in the selection procedure where the *Supplier* is deemed to be incapable of undertaking the *Work Package*. In this regard, the capability of each *Supplier* shall be assessed based on the criteria, which shall include the evaluations contemplated below, that is –
- 3.1 Availability of adequate resources: Each *Supplier* must have demonstrated that it shall, when required, have access to the specific resources that have been identified as being critical to the completion of the proposed Works. In this regard, the resources required to complete the Works shall be assessed against the overall capacity of the *Supplier*. The *Employer* may request information from the *Supplier* to enable the assessment of this criterion.
  - 3.2 Potential conflicts of interest: To maintain clear transparency and accountability, the *Employer* shall exclude any *Supplier* that found to have a conflict of interest concerning any aspect in connection with undertaking the Work Package. Notwithstanding the foregoing, the *Employer* shall provide any *Supplier* that has been identified as having a conflict of interest the opportunity to propose the measures that it suggests can be put in place to manage the identified conflict of interest. Where the *Employer* is satisfied with the measures proposed by the conflicted *Supplier*, the *Employer* may, in its sole discretion, permit such conflicted *Supplier* to participate in the selection procedure.
  - 3.3 Compliance with contractual obligations: The *Employer* may exclude a *Supplier* from participating in a particular selection procedure where the *Supplier* is in breach of the Framework Contract or a *Package Order*. In this regard, the *Employer* may also exclude a *Supplier* where the *Employer* is not satisfied that the *Supplier* has made sufficient progress in satisfying the ORTDM's CPG requirements. Furthermore, where the ORTDM has requested any guarantees and/or insurances and the *Supplier* in question has failed to provide such guarantees and/or insurances, such *Supplier* shall be deemed to not comply with its contractual obligations.
  - 3.4 Ability: A *Supplier* that has not satisfied the *Employer* that it has sufficient professional and technical capability and/or experience to achieve satisfactory delivery of the Works. For the avoidance of doubt, no *Supplier* shall be eligible for the award of a Work Package until such a time as it has submitted a Design Package
  - 3.5 and the *Employer* has unconditionally approved such Design Package.
- 4 In this regard, a *Supplier* shall be excluded from participating in the *Selection Procedure* if, amongst other things –
- 4.1 no *Supplier* shall be entitled to participate in any *Selection Procedure* until it has submitted a Design Package and the *Employer* has unconditionally approved such Design Package.
  - 4.2 suppose the *Employer* has requested the *Supplier* to make amendments to its approved Design Package, the *Supplier* shall not be entitled to participate in any *Selection Procedure* until it the amended Design Package has been unconditionally approved by the Employer.

- 4.3 the *Supplier* is subject to a termination notice from the *Employer*, or
- 4.4 the issue of a *Package Order* to the *Supplier* would create a conflict of interest, or
- 4.5 the *Employer* is not satisfied that the *Supplier* would be able to complete the *Work Package*, or
- 4.6 the *Supplier* has performed poorly in previous *Package Order/s*.

### C1.1.3.3 Quotation Procedure

- 1 Each *Supplier* that is selected to submit *Quotations* in respect of a particular *Work Package* shall within the period specified in the *Quotations*, submit a response to thereto to the *Employer*. Each *Quotation* must contain all mandatory documents and information so identified to be compliant, which shall include, amongst other things, -
  - 1.1 a "Financial Proposal" that shall be prepared by the *Supplier* completing the priced bill of quantities provided for the proposed *Work Package*, in this regard –
    - 1.1.1 the bill of quantities is to be priced by the *Supplier*, and
    - 1.1.2 the *Supplier* may propose a discount to the bill of quantities so priced.
  - 1.2 the *Package Order* Data Provided by the *Supplier*, as set out in Part C1.6,
  - 1.3 the *Employer's Goods Information* and *Site Information* related to the *Work Package*,
- 2 The *Employer* shall assess each responsive *Quotation* that is received from a capable *Supplier*, as follows –
  - 2.1 the Financial Proposals shall be scored similarly by –
    - 2.1.1 the *Suppliers* shall be ranked based on their prices offered in their Financial Proposals in an ascending order from lowest to highest price
- 3 Once assessed, the *Supplier* that shall be considered further in accordance with the assessment procedure shall be the *Supplier* whose Financial Proposal offered the lowest price. Where the Prices are the same for both *Suppliers*, a round robin procedure will be applied and the *Suppliers* will be offered a single opportunity to provide further discounts to their price offer, and, where the prices are still the same after the round robin, the deadlock procedure will be applied, and the award will be decided by the drawing of lots
- 4 Once the *Employer* is satisfied that the correct quotation and selection procedures have been duly followed, the *Supply Manager* shall inform all of the *Suppliers* that submitted a *Quotation* which *Quotation* the *Employer* proposes to accept, if any.
- 5 Subject to the foregoing, where the *Employer* has accepted a *Quotation*, the *Employer* and the awarded *Supplier* shall enter into a *Package Order*, whereupon the *Supplier* becomes the party named as the *Supplier* in the conditions of contract identified in the *Package Order* Data Part C1.6. The *Package Order* shall govern the relationship between the *Employer* and the *Supplier* in relation to the *Work Package*.
- 6 The *Employer* reserves the right not to proceed with any *Quotation* submitted in response to an issued request for *Quotation*.

### C1.1.3.4 Additional Conditions

- 1 Supplier's Pre-Commencement Obligations
  - 1.1 The *Supplier* hereby acknowledges and agrees that it shall not be entitled to participate in the *Selection Procedure*, for any *Work Package*, or be entitled to conclude a *Package Order* with the *Employer* where the *Supplier* has failed to –
    - 1.1.1 submit a compliant *Design Package* for approval by the *Employer* and the *Employer* has confirmed in writing to the *Supplier* that it is satisfied with the *Supplier's Design Package*; or
  - 1.2 Without prejudice to any of the *Employer's* remaining rights under the law or in terms of this *Framework Contract*, the *Employer* shall be entitled to immediately terminate this *Framework Contract* on written notice if the *Supplier* fails to comply with the

---

obligations stipulated above.

- 2 Changes to Supplier's Design Package
  - 2.1 Notwithstanding the *Supplier's* Design Package having been duly approved by the Employer as contemplated above, the *Employer* may, at any time during the operation of this Framework Contract, direct the Supplier to make any amendments to one or more components of its Design Package.
  - 2.2 In such an event, the *Supplier* shall be required to, and the Supplier hereby warrants and undertakes that it will, effect such directed amendments within the period stipulated therefor by the Employer.
  - 2.3 Without limiting the foregoing, the *Supplier* hereby acknowledges and agrees that, where the *Employer* has requested the *Supplier* to make amendments to its approved Design Package, the Supplier shall not be entitled to participate in any Selection Procedure until it the amended Design Package has been unconditionally approved by the *Employer*
- 3 Supplier's Quality Management
  - 3.1 The *Supplier* shall be required to compile, and have in place, a formal "Quality Control/Assurance Plan" and "Quality Management Plan", which shall each be based on all the applicable ISO standards which shall encompass all activities of design, procurement, subcontracting, manufacture, document preparation and control and the delivery of all items required for the Works.
  - 3.2 Proprietary items of plant may not require specific Quality Control Plans; however, the *Employer* may request from the *Supplier* proof of traceability or certificates of conformance certifying that the items supplied by the *Supplier* are per the *Employer's* requirements or meet the performance criteria specified.
  - 3.3 Compliance with any of the obligations contained above shall not relieve the *Supplier* of any of his duties, obligations, or responsibilities under this Contract.
- 4 Localisation of Manufacturing Plant
  - 4.1 The Supplier unconditionally warrants that within 6 months of contract award, the *Supplier shall* establish a manufacturing plant within the boundary of ORTDM. After the 6 months period, only *Goods and Services* that are manufactured in the district will be procured from the *Supplier*. If the Supplier fails to establish the manufacturing within the set period, the Employer may terminate the Framework Contract.
  - 4.2 The proposed location of the manufacturing plant will be agreed between *Purchaser* and *Suppliers*
- 5 Subcontracting
  - 5.1 The Supplier shall subcontract up to 30% of the value of the *Package Order*. The subcontracting target will be agreed with the *Employer* prior to issuance of a Package Order.
  - 5.2 Focus areas for subcontracting have been identified, and targeted procurement shall be implemented to develop and support small previously disadvantaged businesses within the district, as indicated below, amongst others.
    - a. Procurement of local content (materials etc)
    - b. Goods transport
    - c. Plant Hire
    - d. Security
  - 5.3 The Supplier unconditionally warrants that it will conclude subcontracting agreements with each approved subcontractor. The terms and conditions of the subcontracting agreements, including the local content and subcontracting targets of such an agreement shall be negotiated with the Employer after contract award.
  - 5.4 The Supplier does not appoint a subcontractor until the Employer has accepted such subcontractor. Any appointment of a subcontractor shall not amount to a contract between the ORTDM and the subcontractor, or responsibility or liability on the part of

the ORTDM to the subcontractor and shall not relieve the Principal Contractor from any liability or obligation under the contract.

## 6 Employment Opportunities

- 6.1 With labour forming a large portion of the total project cost, job creation is an important consideration in setting up the Framework Contract. Within 21 days of contract award, the *Supplier* shall submit an employment and training programme to the *Employer* for acceptance as part of the job creation plan. No work shall be issued to the *Employer* without an employment and training programme.
- 6.2 The employment and training programme shall meet the targets for the duration of the contract. A *Supplier* that fails to meet the set targets may be terminated.

<b>Job Type</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
General Labour	60%	100%	100%
Code 14 Driver	40%	100%	100%
Entry level Fabrication	40%	100%	100%
Quality Control Inspector	40%	60%	100%
Production Technician	20%	50%	100%

- 6.3 The *Supplier* employees or his subcontractors' staff shall be sober when carrying out their duties and may be subjected to random breathalyser tests.



**FORM C1.2 PACKAGE ORDER DATA**

<b>Document Reference</b>	<b>Title</b>	<b>Page</b>
	This cover page	66
Form C1.2.1	Data Provided by the Purchaser	67
Form C1.2.2	Data Provided by The Supplier	75

## Part C1.2.2 Data Provided by the Purchaser

**Notes to Tenderer:**

1. The Tenderer is not required to complete this data.
2. Please read both NEC3 Supply Contract (SC3) and the relevant parts of its Guidance Notes to understand the implications of this Data which the tenderer is required to complete.
3. Copies of these conditions of contract may be obtained from the ECS Associates [www.ecs.co.za](http://www.ecs.co.za)
4. The number of the clause which requires the data is shown in the left-hand column for each statement; however, other clauses may also use the same data
5. Each item of data given below is cross-referenced to the clause in the conditions of contract to which it mainly applies.
6. The conditions of contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities, and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.
7. The following contract specific data are applicable to this Contract:

Clause	Statement	Data
	The <i>conditions of contract</i> are	the NEC3 Supply Contract (June 2017, with amendments October 2020)  Schedule of Options X1: Price adjustment for inflation X2: Changes in the law X7: Delay damages Z: Additional conditions of contract
<b>1</b>		<b>General</b>
10.1	The <i>Supply Manager</i> is	
	The <i>Supply Manager's</i> delivery address is	
	Address for communications	[●]
	Address for electronic communications	[●]
11.1(13)	The <i>Purchaser</i> is	O. R. Tambo District Municipality
	The <i>Purchaser's</i> delivery address is	
	Address for communications	[●]
	Address for electronic communications	[●]
11.1(9)	The following matters included in the Early Warning Register	<ol style="list-style-type: none"> <li>1. Transportation damages</li> <li>2. Late material delivery</li> <li>3. Road transport embargo</li> <li>4. Armed robberies on site</li> <li>5. Theft of project material on site</li> <li>6. Local business forums</li> <li>7. Political unrest</li> <li>8. Community unrest</li> <li>9. Inclement weather</li> <li>10. Design alterations</li> <li>11. Accident or injury to site personnel</li> </ol>

		12. Ambiguity in contract documents 13. Supplier not given timeous access to the site and/or work areas 14. Non-or-late payment of supplier 15. Poor quality materials
11.1(9)	Early warning meetings are to be held at intervals no longer than	4 weeks
11.1(19)	Goods and Services are	<b>To manufacture and supply VIP toilet units to various projects within ORTDM, including all incidental work, services, and actions which the contract requires</b>
11.1(20)	Scope is in	Part 3: Scope
11.1(22)	The Supply Requirements are in	Part 3: Scope
12.2	The law of the contract is the law of	the Republic of South Africa
13.1	The language of this contract is	English
13.3	The period for reply is	1 week

**2 The Supplier’s main responsibilities**

Data required by this section of the core clauses is provided by the Supplier in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.

**3 Time**

30.1	The starting date is	[•]									
30.1	The delivery dates of the goods are:	<table border="1"> <thead> <tr> <th>Goods</th> <th>Number</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Goods	Number	Date						
Goods	Number	Date									
30.2	The <i>Supplier</i> does not bring the goods to the Delivery Place more than	one (1) week before the delivery date									
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	one (1) week of starting date									
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	four (4) weeks									
33.1	Access to and use of <i>Purchaser</i> premises is	[•]									

**4 Testing and Defects**

40.1	The QMS complies with	ISO9001
40.2	The <i>period after the contract date within which the supplier is to submit a quality policy statement and quality plan is</i>	together with <i>Design Package</i> at the interval stated in the Part 3: Scope
43.1	The defects date is	fifty-two (52) weeks after delivery.
44.2	The defect correction period is	two (2) weeks
44.3	The defect access period is	two (2) days

**5 Payment**

50.1	The assessment date is	25 <sup>th</sup> of each month
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which certified payments are made is no later than	4 weeks after the assessment date
51.4	The <i>interest rate</i> is	2% below the prime interest rate quoted from time to time by First National Bank, a division of FirstRand Bank Limited.
<b>8</b>	<b>Risks, liabilities, indemnities and insurance</b>	
80.1	These are additional Purchaser's risks	<ol style="list-style-type: none"> <li>1. Transportation damages</li> <li>2. Road transport embargo</li> <li>3. Defective Material</li> <li>4. Late deliveries</li> </ol> <p>Additional risks will be managed by the parties as they arise.</p>
84.2	<b>Supplier provides insurance against</b>	<b>The minimum amount of cover or minimum limit of indemnity</b>
	The minimum limit of indemnity for insurance in respect of loss of or property damage (except for the <i>Works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i> ) caused by activity in connection with this <i>Contract</i> for any one event but unlimited during the period of insurance is:	R10,000,000
	The minimum limit of professional indemnity for claims made against the Supplier arising out of his failure to use the skill and care normally used by professionals providing design services similar to the Goods	R15,000,000
	The minimum limit of indemnity for insurance in respect of the death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this <i>Contract</i> for any one event is	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common-law liability for people falling outside the scope of the Act with a limit of indemnity of not less than R500 000 (Five hundred thousand Rands).
84.2	The minimum amount of cover for loss of or damage to any plant and materials provided by the Purchaser is:	Not applicable
88.3	The Supplier's liability for Defects due to his design which are not notified before the last defects date is limited to:	the replacement cost thereof.
88.4	The Supplier's total liability to the Purchaser, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the replacement cost thereof.
88.5	The end of liability date is	12 months after delivery of the whole of the goods and services.

<b>9</b>		<b>Termination and dispute resolution</b>
94.1	The <i>Adjudicator</i> is	the person selected by the Chairman of the Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ).
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of the Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.
94.4(2)	The <i>tribunal</i> is	arbitration.
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by the Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Mthatha
	The person who shall choose an arbitrator	the Chairman of the Association of Arbitrators ( <a href="http://www.arbitrators.co.za">www.arbitrators.co.za</a> ) or its successor body.
<b>X1</b>		<b>Price adjustment for inflation</b>
X1.1(a)	the base date	the date which falls one calendar month before the tender closing date.
X1.1(c)	the proportions used to calculate the Price Adjustment Factor are:	adjusted based on SEIFSA Table G
<b>X7</b>		<b>Delay damages</b>
X7.1	The delay damages for late completion is	Delay damages are 0.25% of the <i>Package Order</i> per day to a maximum of 25%, if the delivery is outside the contractually agreed lead times.
<b>Z</b>	<b>The additional conditions of contract</b>	<b>The additional conditions of contract</b>
<b>Z1</b>		<b>Cession delegation and assignment</b>
Z1.1	The Supplier does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the Purchaser.	
Z1.2	The Purchaser will, at all times, be entitled to cede its rights and/or delegate its obligations under this Contract and/or assign this Contract to any financier and/or nominee of any financier of the Purchaser for purposes of the programme. Any cession and/or delegation and/or assignment by the Purchaser to any such financier or nominee of any financier is expressly permitted. The Supplier shall, if requested thereto by the Purchaser and/or any such financier, sign a separate authority giving effect to the aforementioned in such form as the Purchaser and/or any financier of the Purchaser may reasonably require	
<b>Z2</b>		<b>Joint Ventures</b>
Z2.1	Suppose the <i>Supplier</i> constitutes a joint venture, consortium, or other unincorporated groupings of two or more persons or organisations. In that case, these persons or organisations are deemed to be jointly and severally liable to the <i>Purchaser</i> for the performance of this <i>Contract</i> .	
Z2.2	Unless already notified to the <i>Purchaser</i> , the persons or organisations notify the <i>Purchaser's Agent</i> within two weeks of the date of acceptance of the Contract of the key person who has the authority to bind the <i>Supplier</i> on their behalf.	
Z2.3	The <i>Supplier</i> does not alter the composition of the joint venture, consortium, or other unincorporated groupings of two or more persons without the consent of the <i>Purchaser</i> having been given to the <i>Supplier</i> in writing.	

Z2.4 Nothing in this Contract shall be deemed to create any joint venture, partnership or principal-agent relationship between the Parties and neither Party shall hold itself out in its advertising or otherwise in any manner which would indicate or imply such relationship with the other Party according to this Contract

Z2.5 The *dissolution* of the *Joint Venture* shall be deemed as a separation and that constitutes the Contract to be Terminated

---

**Z3 Broad-Based Black Economic Empowerment (B BBEE) Status**

---

Z3.1 Where a change in the *Supplier's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Supplier's* B-BBEE status, the *Supplier* notifies the *Purchaser* within seven days of the change.

Z3.2 The *Supplier* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Purchaser's Agent* within thirty days of the notification or as otherwise instructed by the *Purchaser's Agent*.

Z3.3 Where, as a result, the *Supplier's* B-BBEE status has decreased since the Contract Date, the *Purchaser* may either re-negotiate this *Contract* or terminate the *Supplier's* obligation to Provide the Works.

Z3.4 Failure by the *Supplier* to notify the *Purchaser* of a change in its B-BBEE status constitutes a reason for termination.

---

**Z4 Illegal or Corrupt Practices**

---

Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Supplier*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, an inducement or reward for the award or in the execution of this *Contract* constitutes grounds for terminating the *Supplier's* obligation to Provide the Works or taking any other action as appropriate against the *Supplier* (including civil or criminal action).

Z4.2 The *Purchaser* may terminate the *Supplier's* obligation to provide the Works if the *Supplier* (or any member of the *Supplier* where the *Supplier* constitutes a joint venture, consortium or other unincorporated groupings of two or more persons or organisations), or a director of any such entity, is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Z4.3 Such practices include, but are not limited to, the making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Purchaser* or other people or organisations and including in circumstances where the *Supplier* or any such member is removed from the approved vendor database of the *Purchaser* as a consequence of such practice.

---

**Z5 Confidentiality**

---

Z5.1 The *Supplier* does not disclose or make any information arising from or in connection with this *Contract* available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Supplier*, enters the public domain or to information which was already in possession of the *Supplier* at the time of disclosure (evidenced by written records in existence at that time). Should the *Supplier* disclose information to Others in terms of clause 25.1, the *Supplier* ensures that the provisions of this clause are complied with by the recipient.

Z5.2 Any information communicated by the *Purchaser* to the *Supplier* in connection with the Contract and any secret and/or confidential information of the *Purchaser* otherwise acquired by the *Supplier* shall be regarded by the *Supplier* as strictly confidential and shall not, without the prior written consent of the *Purchaser* in each instance, be published or disclosed to any other party or be used for any purpose whatsoever other than to execute the Works.

Z5.3 If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise in writing by the *Purchaser's Agent*.

Z5.4 Suppose the *Supplier* is, at any time, required by law to disclose any such information which is

required to be kept confidential. In that case, the *Supplier*, to the extent permitted by law before disclosure, notifies the *Purchaser* so that an appropriate protective order and/or any other action can be taken if possible, before any disclosure. If such protective order is not, or cannot, be obtained, then the *Supplier* may only disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment shall be afforded to the information so disclosed.

- Z5.5 The taking of images (whether photographs, video footage or otherwise) of the works or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Purchaser's Agent*. All rights in and to all such images vests exclusively in the *Purchaser*.
- Z5.6 The *Supplier* ensures that all his subcontractors abide by the undertakings in this clause.

## Z6 Indemnity against *Supplier's* Design

- Z6.1 The *Supplier* indemnifies and keeps indemnified the *Purchaser* against any losses and costs, including legal costs between attorney and client, and all other expenses whatsoever that the *Purchaser* may incur as a result of any action, proceeding or claim made against the *Purchaser* arising from the use of a design constituting an infringement of patent rights, design registration, registered trademarks or other exclusive rights in respect thereof. This indemnity does not apply to any infringement which is solely due to the *Supplier* having followed in its entirety instructions stipulated by the *Purchaser*.
- Z6.2 The *Purchaser* shall give the *Supplier* prompt notice of any such action, proceeding, claim or threat instituted or made against it or both of them. Promptly after the giving of such notice the Parties are to consult together about the subject of the notice and the *Purchaser* may at its option decide to a) permit the *Supplier* at the *Supplier's* own expense to conduct any litigation that may ensue and all negotiations for a settlement of such litigation or claim with the proviso that the *Supplier* keeps the *Purchaser* informed of all steps that are taken and of the outcome; or b) conduct any litigation that may ensue and all negotiations for a settlement, in which event the *Purchaser* shall act in consultation with the *Supplier* and shall keep the *Supplier* informed of all aspects that are taken and of the outcome.
- Z6.3 The *Supplier* hereby cedes and agrees to cede all intellectual property, excluding intellectual property in respect of which the *Supplier* can demonstrate proprietorship prior to the date of signature hereof, but including intellectual property specifically developed by the *Supplier* on behalf of the *Purchaser* under instruction and payment by the *Purchaser* and including all current and future technical information relating to the works; technical concepts; know-how; specifications; data; formulae; computer programs; design; patent and / or applications in respect thereof; copyrighted works; memoranda; scripts; reports; manuals; diagrams; drawings; including engineering drawings; prototypes; drafts in performing the works, whether completed or not and whether accepted, amended or rejected, and the like relating to the works, whether patented or not, and includes all intellectual property relating to the works developed by or on behalf of the *Purchaser*, to the *Purchaser*, its successors, assigns or legal representatives locally and / or internationally, together with the right to apply for Letters Patent in respect thereof.
- Z6.4 It is further agreed that the *Purchaser* may apply in its name and its own cost for Letters Patent in respect of such inventions and registration of such designs locally and/or internationally.
- Z6.5 The *Supplier* hereby agrees that when requested, he shall without any charges to the *Purchaser*, but at the latter's expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents relating to the works and/or the patent applications in any and all countries and for vesting titled thereto in the *Purchaser*, its successors, assign or legal representatives and the *Supplier* confirms and agrees that he shall assist the *Purchaser* to ensure that total and complete cession and transfer of all right, title and interest in the intellectual property takes place.

## Z7 Time

- Z7.1 The *Supplier* acknowledges that time is of the essence to the performance of its obligations in terms of this *Contract*.

<b>Z8</b>	<b>Discovery/Reproduction of Documentation</b>
Z8.1	The <i>Supplier</i> hereby authorises the <i>Purchaser</i> to reproduce all documentation made available by the <i>Supplier</i> to the <i>Purchaser</i> in connection with this <i>Contract</i> . In so far as the <i>Supplier</i> has any copyright protection in the items that are so reproduced by the <i>Purchaser</i> , the <i>Supplier</i> hereby grants a right and license to the <i>Purchaser</i> to reproduce the same for the purposes specified in this <i>Contract</i> . The <i>Supplier</i> keeps the <i>Purchaser</i> informed of any threats or claims made against it in respect of infringement of patent or other exclusive rights by virtue of the provision of the works.
<b>Z9</b>	<b>Damages</b>
Z9.1	The <i>Purchaser</i> shall be entitled, in its sole discretion, to claim and recover from the <i>Supplier</i> damages <i>in lieu of</i> any penalty agreed upon in terms of this <i>Contract</i> .
<b>Z10</b>	<b>Accrual</b>
Z10.1	Unless otherwise provided herein, rights which accrue to a Party in terms of this <i>Contract</i> shall survive its termination.
<b>Z11</b>	<b>Commitments and Undertakings</b>
Z11.1	Neither Party shall be bound by any express, tacit or implied term, representation, warranty, promise or the like not recorded herein. This <i>Contract</i> supersedes and replaces all prior commitments, undertakings or representations, whether oral or written, between the Parties in respect of the subject matter hereof.
<b>Z12</b>	<b>Validity and Enforceability of Contract</b>
Z12.1	If any provision of this <i>Contract</i> is found to be invalid, unlawful or unenforceable, that provision shall be severable from the remaining provisions of this <i>Contract</i> , which shall continue to be valid and enforceable.
<b>Z13</b>	<b>Supplier Obligations</b>
Z13.1	in terms of which the <i>Supplier</i> unconditionally warrants and undertakes that, in its performance of its obligations under the <i>Contract</i> , it shall, at all times, -
Z13.1.1	owe a duty of care to the ORTDM and comply with the reasonable directions issued to it by the <i>Purchaser</i> , Supply Manager and/or <i>Purchaser's Representative</i> ;
Z13.1.2	not do anything that constitutes, or is reasonably likely to constitute, a corrupt act or that is otherwise intended or is likely to harm the reputation of the ORTDM, the <i>Contract</i> ; and
Z13.1.3	undertake the <i>Works</i> in accordance with the standards, practices, methods and procedures conforming to applicable law, and exercising that degree of skill, care, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under similar circumstances.



**Part C1.2.3 Data Provided by The Supplier**

**Notes to Tenderer:**

1. The Tenderer is required to complete this data in full.
2. The number of the clause which requires the data is shown in the left-hand column for each statement; however, other clauses may also use the same data

Clause	Statement	Data
<b>1</b>		<b>General</b>
10.1	<i>The Supplier is</i>	

10.1	The <i>Supplier's</i> delivery address is Address for communication  Address for electronic communication	
------	--	--

11.2(11)	The tendered total of the Prices is	
11.2(18)	The <i>price list</i> is in:	Part C2.2: <i>Price List</i>

<b>2</b>	<b>The Supplier's main responsibilities</b>	
21.1	The Scope provided by the Supplier for its design is in	Part C3.2 Supplier's Design

<b>6</b>	<b>Compensation Events</b>	
63.2	The percentage for overheads and profit added to the Defined Cost is Data for the Schedule of Cost Components	10%

1. The people rates for manufacture and fabrication are

Category of person	Unit	Rate

2. The manufacture and fabrication overhead is 

--

 %

3. The people rates for design are

Category of person	Unit	Rate

4. The people rates for tests, inspections and commissioning are

Category of person	Unit	Rate

5. The people rates for supply are

Category of person	Unit	Rate

**FORM C1.3 MONTHLY REPORTING**

The *Supplier* shall monthly provide a progress, labour and subcontractor expenditure reports as required for MIG, EPWP and CPG reporting in a format approved by the *Purchaser*. It is mandatory requirement of this contract that the *Supplier* submit these reports together with its application for interim payment.

**FORM C1.4 SUPPLY CHAIN MANAGEMENT POLICY**

Please refer to O. R. Tambo Procurement Policy.

**C2 PRICING DATA**

Document Reference	Title	Pages
	This cover page	79
Part C2.1	Pricing Instructions	80
Part C2.2	Price List	82

## FORM C2.1 PRICING INSTRUCTIONS

### 2.1.1 How work is priced and assessed for payment

This is a re-measurement contract, and the bill comprises only items measured using quantities and rates or stated as lump sums. Time-related items are items measured using rates where a rate is a unit of time.

### 2.1.2 Guidance before pricing and measuring

Tendering SUPPLIERS are advised to consult the sections dealing with the bill of quantities in the General Conditions of Contract for Construction Works, Third Edition, 2015. (GCC 2015), Guidance Notes before entering rates and lump sums into the bill.

### 2.1.3 Measurement and payment

#### 2.1.3.1 Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

<b>Abbreviation</b>	<b>Unit</b>
%	Percent
h	Hour
Ha	Hectare
Kg	Kilogram
Kl	Kilolitre
km	Kilometre
kPA	Kilopascal
kw	Kilowatt
l	Litre
m	Metre
Mm	Millimetre
m <sup>2</sup>	square metre
No	Number
PC Sum	prime cost sum
Prov. Sum	provisional sum
Mnth	Month

#### 2.1.3.2 General Assumptions

The rates and prices are deemed to include (unless otherwise specifically stated in the bill of quantities or herein) all the relevant costs associated with the conditions of contract as amended and shall include but not be limited to the following cost components.

- 1) The Tenderer is deemed to have obtained all the necessary information required to adequately price the scope of work associated with this project, and no claim shall be considered resulting from lack of knowledge in this respect.
- 2) Unless otherwise stated, items are measured net per the drawings, and no allowance has been made in the quantities for waste.
- 3) The prices and rates stated for each item in the *bill of quantities* shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and

- everything necessary as incurred or required by the *Supplier* in carrying out or providing that item.
- 4) An item against which no price is entered shall be treated as covered by other prices or rates in the *bill of quantities*. *If any items in the bills are not priced it shall be deemed that either no costs are involved or the costs are covered elsewhere. The total tender price in the Tender Form shall constitute the contract price of the successful tenderer.*
  - 5) The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Supply Manager* at each assessment date shall be used for determining payments due.
  - 6) The short descriptions of the items of payment given in the Bill of Quantities are only to identify the items. Detail regarding the extent of the work entailed under each item is provided in the Scope of Work.
  - 7) A price or rate is to be entered, in **BLACK INK**, against each item in the Bill of Quantities.
  - 8) Such prices shall cover all costs and expenses that may be required in and for the construction of the work described.
  - 9) The bills shall have all items properly priced and extended.
  - 10) 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 shall be considered to be covered by the other amounts or rates in the Bill. Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Bill of Quantities and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the contract.
  - 11) The tenderer shall not group together a number of items and tender one rate for such group of items.
  - 12) No alteration, erasure or addition in the text of the bills of quantities will be recognised and as such the original wording of these bills of quantities will be adhered to.
  - 13) The Tenderer 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 tendered rates shall apply, should work under these items be required.

---

**FORM C2.2 PRICE LIST**

Note: All quantities are for purposes of tender evaluation only, and the final quantities for each *Work Package* shall be stated in the *Package Order*.

The tendered rates by the Tender will be the base rates for the Framework Contract.



ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	<b><u>SCHEDULE 1: PREFABRICATED CONCRETE VIP STRUCTURES</u></b>				
1.1	<b>PREFABRICATED VIP TOILETS</b>				
1.1.1	<p>This is an all-inclusive rate which includes the design, manufacture, supply, and delivery of prefabricated VIP toilets with roof, top structure, floor slab, Pit lining (M6 Blocks), vent pipe, fly screen, spring loaded door frame and lockable door handles and child seat pedestal (including seat cover) with 10L hand washing facility, basin and other ancillary items as per approved Design Package.</p> <p>The delivery costs are included in the prices.</p> <p>The Supplier shall submit copies of invoices, delivery notes, and/or cession agreement (where applicable) which are signed by the <i>Employer's Agent Representative, Contractor</i> to receive payment for the item 3.1.1. No payments shall be made under this item without above signed documents.</p>	No	1		
1.1.2	<p>This is an all-inclusive rate which includes the design, manufacture, supply, and delivery of prefabricated VIP toilets with roof, top structure, floor slab, Pit lining (M6 Blocks), vent pipe, fly screen, spring loaded door frame and lockable door handles and child seat pedestal (including seat cover) with 10L hand washing facility, basin and other ancillary items as per approved Design Package – <b>For People with Disability</b></p> <p>The delivery costs are included in the prices.</p> <p>The Supplier shall submit copies of invoices, delivery notes, and/or cession agreement (where applicable) which are signed by the <i>Employer's Agent Representative, Contractor</i> to receive payment for the item 3.1.1. No payments shall be made under this item without above signed documents.</p>	No	1		
<b>Carried Forward to Summary of Schedules: Schedule 1</b>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>SUMMARY OF SCHEDULES</b>					
Schedule No.	Description	Amount			
1	SCHEDULE 1: PREFABRICATED CONCRETE VIP STRUCTURES				
	<b>Value of Works</b>				
	Contingencies (5% of Value of Works)				
	<b>Total</b>				
	Value Added Tax at 15%				
	<b>Tendered Total of the Prices Is</b>				

The tendered total of the Prices is for tender evaluation purposes only, however, the inserted rates are a firm commitment of the Supplier and will be the base rates used as part of the Framework Contract to issue *Package Orders*.

The tenderer total should be inserted in the following parts of this document:

Page	Part	Headings
T2.2.55	Part C1.1 Form of Offer and Acceptance	Form of Offer Table
T2.2.74	Part C1.2 Package Order Data	Part C1.2.3 Data Provided by The Supplier in clause 11.2(11)

Failure to complete any of these parts will result in disqualification of the tenderer.

Name of Tenderer: .....

Date: .....

Signature: .....

Full name of signatory: .....

**C3 SCOPE OF WORK**

All definitions, interpretations, and general provisions for the NEC3 Supply Contract (SC) are applicable.

Document Reference	Title	Pages
	This cover page	85
Part C3.1	Scope	86
Part C3.2	<i>Supplier's Design</i>	89

---

**PART C3.1 SCOPE**


---

**C3.1.1. INTERPRETATION AND TERMINOLOGY**

The following abbreviations are used in the Goods Information:

ORTDM	O. R. Tambo District Municipality
TBA	To be announced
SHE	Safety Health Environment
BBBEE	Broad-Based Black Economic Empowerment
PPPFA	Procurement Preferential Policy Framework Act
OHS	Occupational and Health Safety

**C3.1.2. OVERVIEW OF THE WORKS**

The work entails the design, manufacture, supply, and delivery of precast concrete VIP toilets in various projects in the ORTDM.

**C3.1.3. SUPPLIER OBLIGATIONS**

The extent of the Suppliers obligations includes but are not limited to, the following:

- Design of Goods
- Manufacture of Goods
- Giving notice of Delivery
- Checking packing and marking before dispatch
- Contracting for transport
- Pay costs of transport
- Arrange access to delivery place
- Loading the goods
- Unloading the goods

**C3.1.4. LOCATION OF SITE**

The delivery locations are within O. R. Tambo District Municipality boundaries.

**C3.1.5. NORMAL WORKING DAY AND TIME**

The minimum recommended working hours to be observed site are from Monday to Friday between 07h30 to 16h00; these days and hours constitute normal working day and time in terms of this contract.

**C3.1.6. HEALTH AND SAFETY COMPLIANCE**

The *Supplier* shall ensure that all required documents prescribed by Law are kept on file at the manufacturing plant. All OHS requirements are to be adhered to by the *Supplier*.

**C3.1.7. MEETINGS**

Meetings of a general nature may be convened and chaired by the *Supply Manager*. Meetings of a specialist nature to address specific issues as and when the need arises, may be convened as specified elsewhere in this Goods Information or if not so specified by persons

and at times and locations to suit the Parties. Records of these meetings shall be submitted to the Supply Manager by the person convening the meeting within five (5) days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used to confirm actions or instructions under the contract as these shall be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

Meeting Type	Location	Interval	Attendance
Site Meeting	Site	Time to Time	<i>Employer's Agent, Employer's Agent Representative, Contractor, Employer, ISD Consultant, and OHS Agent, Supplier</i>

### C3.1.8. COMMUNICATIONS

Each instruction, certificate, submission, proposal, record, acceptance, notification, reply and other communication which this contract requires is communicated in a form which can be read, copied, and recorded, meaning in writing. A communication has effect when it is received at the last address notified by the recipient for receiving communications or, if none is notified, at the address of the recipient stated in the Contract Data.

Any notice or instruction required or permitted to be given under this *Contract* shall be in writing, specifically refer to this *Contract*, and shall be addressed to the appropriate recipient. Furthermore, instructions shall be issued by the Supply Manager only, however, site instructions relating to the quality of work may be issued by the *Employer's Agent Representative* where appropriate.

### C3.1.9. PROGRAMMING CONSTRAINTS

Time is critical on the project; thus, a comprehensive and fully detailed programme indicating all milestones and critical dates. This programme must first be accepted by the Supply Manager and must be updated at the intervals stipulated in the terms and conditions.

Additional to the requirements stated in the terms, the programme must indicate the non-working days for the entire construction period. All public holidays for the duration of the contract. The *Supplier* shall submit the updated programme at intervals stipulated in the Contract Data.

### C3.1.10. SUPPLIER'S MANAGEMENT, SUPERVISION AND KEY PEOPLE

The *Supplier* shall submit an organogram showing all key people involved in the design, manufacture, supply and delivery of the *goods and services*. All key personnel must be appointed in writing, must be current and must be kept on file.

### C3.1.11. REPORTING AND KPA

Within seven (7) days of the *Commencement Date*, the Supply Manager shall issue Purchaser approved formats for the following:

- Payment Certificate
- Progress Report

The Supplier shall submit a progress and subcontractor expenditure reports monthly. It is mandatory requirement of this Contract that the *Supplier* submit these reports together with its application for interim payment.

No interim payments shall be approved if any of the above reports are not included in the submission. To avoid doubt, the Supplier shall submit the following documents together with its application for interim payment:

- 1) Package Order
- 2) Bank Account Confirmation Letter
- 3) Tax Invoice
- 4) Payment Certificate
- 5) Progress Report
- 6) MIG, EPWP and CPG reports in approved formats
- 7) Delivery notes signed by Employer's Agent Representative, Contractor, and Supplier

## PART C3.2 SUPPLIER'S DESIGN

## C3.3.1 ENGINEERING

Description	Responsibility
Concept, feasibility and overall process	<i>Purchaser</i>
Basic Engineering for tender stage	<i>Purchaser</i>
Design of <i>Goods</i>	<i>Supplier</i>
Supply and delivery of <i>Goods</i>	<i>Supplier</i>

Within 14 days of signing the *Commencement Date*, the *Supplier* shall submit his *Design Package* for acceptance. Each Design Package shall be required to contain at least the documents and information specified below:

- 1) VIP Toilet Design
- 2) Detailed drawings of the proposed VIP Toilet.
- 3) Professional Indemnity Insurance of Structural Engineer.
- 4) ECSA registration of Structural Engineer; and
- 5) ISO 9001 Certificate for manufacture and supply of concrete toilets
- 6) Quality Standard Approval, i.e., *SANS, ISO, Agreement Approved*

The VIP toilet designs to be submitted by the *Supplier/s* shall be lightweight, easy to construct, made from lightweight glass fibre reinforced cement (GRC) panels or a similar precast concrete product that is impervious to corrosion and rot. Additionally, the designs shall comply with the minimum technical requirements for the precast toilet units as summarised below:

- 1) The pit may be square or round
- 2) The cover slab should be made of 50MPA precast concrete
- 3) Double pit precast concrete lining with a minimum effective storage volume of 4m<sup>3</sup> + 500mm Free-Board prolongs the life span of the pit, by rotating the pedestal from one pit to the other
- 4) The pit design should allow for emptying and disposal either manually or by vacuum
- 5) The precast concrete cover slab shall be 100mm above NGL with a minimum load capacity of @ 5,0 kN/m<sup>2</sup>. (500 kg/m<sup>2</sup>).
- 6) The pedestal should be commercially fabricated with ceramic, polyethene, glass-reinforced plastic (GRP) or PVC with Child Protection Seat
- 7) The vent pipe should be manufactured from a uPVC pipe and extend at least 500mm above the height of the structure.
- 8) The flyscreen should be resistant to damage from UV light, rainwater and the gases emanating from the pit.
- 9) The design of the superstructure should ensure privacy, comfort, and protection against the weather.
- 10) A toilet seat should be installed. The minimum internal dimensions of an oval seat are 310mm and 250mm, and for a round seat, the diameter is 250mm. The opening

in the seat should be smaller than the opening in the pedestal with an overlap of at least 10 mm at the front-end side and at least 70 mm at the back.

- 11) The surfaces of the toilet seat and lid should be smooth and free of obstructions
- 12) The door shall be a galvanized door with spring-loaded hinges and must come with a 5-year guarantee against wind damage
- 13) The 10-litre hand wash facility with a basin.
- 14) To minimise the risk of contaminating groundwater sources, the guidelines provided in the DWAF Ground Water Protocol must be followed.

The minimum recommended dimensions of the VIP toilet are listed in the table below:

Component	Recommended Minimum Dimensions	
Pit	Double Pit - minimum effective storage volume of freeboard is	4m <sup>3</sup> 0.5m
Collar	minimum depth is the projection above ground level slab support width	500mm 75mm 75mm
Slab	minimum thickness overlap on collar	75mm 75mm
Pedestal	height from floor	350-450mm
Superstructure	Internal height at the back: Internal height at the front: Internal width Internal length, door opening outwards: Side Panels for Precast Structure thickness Distance between pedestal and door	1.8m 2.0m 1.1m 1.2m 40 mm 0.6m
Door	Height Width	1.5m 0,7m
Vent Pipe	Diameter Extending above roof	110mm 500mm
Flyscreen	Openings	1mm

The *Purchaser*, shall evaluate each *Design Package* and, where necessary, give directions to the *Supplier* submitting the *Design Package* to adjust the contents thereof until the *Purchaser* approves such *Design Package* as being fully compliant with the design requirements

Once the *Purchaser* has approved a *Supplier's Design Package*, that *Supplier* shall, unless otherwise agreed by the *Purchaser*, be required to undertake the *Works* in compliance with their approved *Design Package*. For the avoidance of doubt, the *Supply Manager* shall not issue an instruction to commence with the delivery of the *Goods* until such a time that the *Design Package* has been unconditionally approved by the *Purchaser*.



## **C4 SITE INFORMATION**

In Contract Data, reference has been made to this section of the contract for the location of Site Information.

### **PART C4.1 GENERAL DESCRIPTION**

The *Site* is situated in rural areas of O. R. Tambo District Municipality.

### **PART C4.2 EXISTING BUILDINGS, STRUCTURES, AND PLANT & MACHINERY ON THE SITE**

There are existing buildings in the erven in which the *Supplier* is expected to install the toilets. Therefore, the *Supplier* shall exercise due skill and care to ensure that they have permission to access the erven and to protect the existing buildings and structures from any damage.

### **PART C4.3 TOPOGRAPHY**

The topography of the Works Areas varies between flat and mountainous, wherein some instance the beneficiary households are not accessible by vehicle. The pricing is assumed to make allowance for all topographical types and the Project Manager shall accept no additional compensation in this regard.