

CITY OF MBOMBELA

TENDER NO. COM 40/2023

TRIENNIAL TENDER FOR THE APPOINTMENT OF A PANEL OF GENERAL MAINTENANCE CONTRACTORS OF ALL HEATING, VENTILATION, AIR- CONDITIONING AND REFRIGERATION EQUIPMENT FOR CITY OF MBOMBELA AS AND WHEN REQUIRED

CIDB GRADING: 4 ME

PROCUREMENT DOCUMENT BASED ON:

- Standard Conditions of Tender as contained in the Construction Industry Development Board (CIDB) Standard for Uniformity in Engineering and Construction Works Contracts
- NEC3 Term Services Contracts (First edition of June 2005 with amendments June 2006 and April 2013)

Issued by:

**CITY OF MBOMBELA
1 NEL STREET
MBOMBELA
1200**

SCM enquiries Contact:

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Supply Chain Management
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Prepared by:

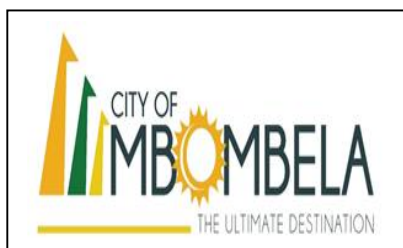
**CITY OF MBOMBELA
1 NEL STREET
MBOMBELA
1200**

Technical enquiries Contact:

Name: Mawetsa Rabalao
Project Manager
mawetsa.rabalao@mbombela.gov.za

Tel: 013 759 2375

Name of tenderer:



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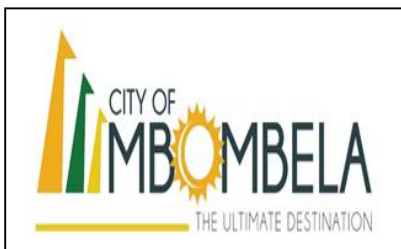
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T1.1 Tender Notice and Invitation to Tender

Bids are hereby invited from capable service providers for appointment of a panel of general maintenance contractors of all heating, ventilation, air-conditioning and refrigeration equipment for City of Mbombela for a period of 36 months on an ad-hoc basis.

It is compulsory that service providers download a copy of the bid document that will ONLY be available as from 22 March 2023 on the City's website: www.mbombela.gov.za, in the tenders and notices folder and e-tenders website: www.etenders.gov.za, free of charge.

Duly completed bid documents and supporting documents which are, COPY OF TAX COMPLIANCE STATUS, LATEST MUNICIPAL RATES AND TAXES CLEARANCE FROM RELEVANT LOCAL AUTHORITY OR PROOF OF RES FROM A TRIBAL AUTHORITY OR LEASE AGREEMENT ACCOMPANIED BY THE LESSOR'S LATEST MUNICIPAL RATES AND TAXES CLEARANCE FOR BOTH THE BUSINESS DIRECTORS AND COMPANY, CSD REGISTRATION FULL REPORT (Summary Report will not be considered) and a copy of the COMPANY REGISTRATION CERTIFICATE, together with the bid document must be sealed in an envelope clearly marked: "BID NO:COM 40/2023, TRIENNIAL TENDER FOR THE APPOINTMENT OF A PANEL OF GENERAL MAINTENANCE CONTRACTORS OF ALL HEATING, VENTILATION, AIR-CONDITIONING AND REFRIGERATION EQUIPMENT FOR CITY OF MBOMBELA AS AND WHEN REQUIRED, CLOSING DATE: 24 APRIL 2023" with the name of the bidder shall be placed in the bid box at MBOMBELALA CIVIC CENTRE at 1 NEL STREET, MBOMBELA, before 11:00 on the closing date.

Bids received by telegram, fax or e-mail will not be considered. Late bids shall not be accepted or considered.

No briefing session shall be conducted for this tender. Technical enquiries may be directed to the project manager through the following email addresses: Mawetsa.Rabalao@mbombela.gov.za & Lucy.Sambo@mbombela.gov.za. Technical enquiry cut-off date is 14 April 2023 at 16:00.

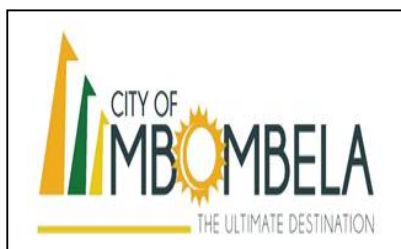
Bidders are advised not to commit fraudulent activities or forge documents. All abusers of the SCM system, including forging or faking of returnable documents, may be reported to SAPS and restricted from doing business with any Public Institutions for a period NOT exceeding 10 years which is in line with section 28 and 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.

A preferential point system shall apply whereby this contract will be allocated to a bidder in accordance with the **Preferential Procurement Policy Framework Act, No 5 of 2000** and as defined in the conditions of bid in the bid document, read in conjunction with the Preferential Procurement Regulations, 2022, where 80 points will be allocated in respect of price and 20 points in respect of specific targeted goals as per the City's Preferential Procurement Policy, 2023.

Procurement Enquiries	:	Christopher Nkambule (013) 759 2358
Technical Enquires	:	Mawetsa Rabalao (013) 759 2375
Employer	:	City Manager, Mr W. J. Khumalo
		City of Mbombela
		P. O. Box 45, Mbombela, 1200

VISIT OUR WEBSITE – www.mbombela.gov.za

NB: the results of this bid will be published on council's website as prescribed on section 75(1)(g) of the MFMA and section 23(c) of the SCM Regulations.



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T1.2 Tender Data

Part 1: Standard Conditions of Tender

The services provided in this NEC3 Term Service Contract include some elements of construction or refurbishment as well as a continuous or operational service activities. Therefore the following Standard Condition of Tender will apply:

The conditions of Tender are the Standard Conditions of Tender as contained in the Construction Industry Development Board (CIDB) Standard for Uniformity in Engineering and Construction Works Contracts, August 2019 (See www.cidb.org.za). The Standard Conditions of Tender for Procurements make several references to the Tender Data for details that apply specifically to this Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause Number	Data
3.1	The Employer is: City of Mbombela, 1 Nel Street, Mbombela, 1200
3.2	<p>The tender documents issued by the employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Form of guarantee</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing Assumptions</p> <p>C2.2 - Schedule of Rates / Price List</p> <p>Part C3: Scope of work</p> <p>C3 - Scope of work</p> <p>Part C4: Site information</p> <p>C4 - Site information</p>
3.4	The employer's agent is : TBA
3.5	The language for communications is English
3.6	The competitive negotiation procedure shall not be applied
4.1.1	<p>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:</p> <p>a) CIDB registration</p> <p>Only those tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a</p>

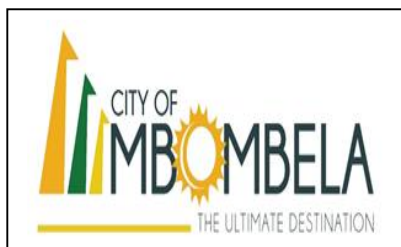
	<p>contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 4 ME or higher class of construction work, are eligible to have their tenders evaluated.</p> <p>Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, are not eligible to have their tenders evaluated.</p> <p>For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer lists in the table below the margins it considers reasonable. However, in the event that the sum tendered exceeds the margins shown then such tender shall be deemed non-responsive.</p> <table border="1"> <thead> <tr> <th>Grading Designation</th><th>Tender Value Limit</th></tr> </thead> <tbody> <tr> <td>4 ME</td><td>R 6 m</td></tr> <tr> <td>5 ME</td><td>R 10 m</td></tr> <tr> <td>6 ME</td><td>R 20 m</td></tr> <tr> <td>7 ME</td><td>R 60 m</td></tr> <tr> <td>8 ME</td><td>R 200 m</td></tr> <tr> <td>9 ME</td><td>No Limit</td></tr> </tbody> </table> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation in the 4 ME class of construction work; and - the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4 ME class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations. 	Grading Designation	Tender Value Limit	4 ME	R 6 m	5 ME	R 10 m	6 ME	R 20 m	7 ME	R 60 m	8 ME	R 200 m	9 ME	No Limit
Grading Designation	Tender Value Limit														
4 ME	R 6 m														
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	<p>b) Key Personnel</p> <p>In order to be considered for an appointment in terms of this tender, the tenderer must have in its permanent employment key personnel who will be the single point accountability and responsibility for the management of the construction works. Alternatively, a signed undertaking from an organisation having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contractor agreement, will be acceptable. Such undertaking must be attached to Forms U of the Returnable Schedules.</p> <p>Individuals must be identified for each of the key personnel listed under Forms U. Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the contractor shall within a period of 14 working days replace the key personnel listed in Forms U with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld.</p> <p>Failure to comply with the requirements or to complete Form U may render the tender non-responsive.</p>														
4.6	Failure to apply instructions contained in addenda may render a tenderer's offer nonresponsive.														
4.8	No briefing session shall be conducted for this tender. Technical enquiries may be directed to the project manager through the following email addresses: Mawetsa.Rabalao@mbombela.gov.za & Lucy.Sambo@mbombela.gov.za. Technical enquiry cut-off date is 14 April 2023 at 16:00.														
4.10	Tenderers are required to state the rates and currencies in South African Rand (ZAR)														
4.11	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or correct errors made by the tenderer and ensure all signatories to the tender offer initial all such alterations.														
4.12	No alternative tender offers will be considered														

4.13	Telephonic, telegraphic, telex, facsimile or e-mailed tenders offers shall not be accepted.
4.13.4	The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance.
4.15	BID CLOSING DATE: SEE ON THE TENDER INVITATION
4.16.1	The tender offer validity period is 120 days .
4.16.2	<p>Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:</p> <ul style="list-style-type: none"> a) withdraws his tender; b) gives notice of his inability to execute the contract in terms of his tender; or c) fails to comply with a request made in terms of 4.17, 4.18 or 5.9, <p>such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.</p>
4.18	Any additional information requested under this clause must be provided within 5 (five) working days of date of request.
4.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.8 of this procurement document.
5.1	The employer shall respond to clarifications received up to 10 calendar days before tender closing time.
5.2	The employer shall issue addenda until 5 working days before tender closing time.
5.7	In the event of disqualification, the Employer may, at its sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to CIDB and National Treasury.
5.9	<p>Arithmetical errors, omissions, discrepancies and imbalanced unit rates</p> <p>Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern.</p> <p>Check responsive tender offers for:</p> <ul style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: <ul style="list-style-type: none"> i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii) the summation of the prices. d) imbalanced unit rates. <p>Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.</p> <p>Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:</p> <ul style="list-style-type: none"> a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted 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 be corrected. c) Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above. <p>Where there is an omission of a line item, no correction is possible and the offer may be declared non-responsive.</p>

	<p>Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2.</p> <p>The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.</p>
5.10	<p>A bid not complying with the requirements stated hereunder will be regarded as “Non Responsive”, and as such will be rejected/disqualified for further evaluation (Functionality)</p> <ul style="list-style-type: none"> • Proof of Company Registration • Active CIDB contractor grading designation of 4 ME or higher • Applicable Annual Financial Statements (AFS) for the last 3 consecutive financial years. For JV, Financial Statements from all Service providers are required. Failure to provide for all the service Providers will results in disqualification. • Submit copy of CSD Registration FULL report downloaded within 30 days before closing date. For JV, CSD full reports from all Service providers are required. Failure to provide for all the service Providers will results in disqualification. • Submit Joint venture agreement in case of JV. • Authority for Signatory, duly signed and dated original or certified copy on the Company(s) Letterhead. Not applicable to companies / CCs with one director/member. • Fully completed and signed were applicable Form A-Q Returnable Schedules. • Submit Letter of Good Standing (COIDA/FEM) relevant to Mechanical Engineering works. For JV, Letter of Good Standing (COIDA/FEM) from all Service providers are required. Failure to provide for all the service providers will results in disqualification. • Failure to apply instructions contained in addenda issued. • Fully Completed and signed Form of Offer. • Copies of municipal rates and taxes certificates from relevant local authority / proof of residential from tribal authority (if the business is operating or the directors are residing in rural areas) / lease agreement with the lessor’s up-to-date municipal rates and taxes for both the business and all business directors. Prospective bidders should ensure that the physical address details of the company and directors reflected on the CSD is similar to the one reflected on the company registration certificate. The municipality reserves the right to verify both the municipal rates and taxes of the company details reflected on the CSD and company registration certificates. The municipality further reserves the right to use ID numbers of the directors to verify if any municipal rates and taxes are not owned by each director. It is prudent and remains the responsibilities of the prospective bidders to ensure that each director, lessor and company rates are cleared with regards to the municipal rates and taxes. <p>NB: Certified copies of documentation must not be older than three months to be regarded as valid. Copies of “certified copies” will not be acceptable as true copies of original documents. Failure to adhere will lead to immediate disqualification.</p>
5.11.5	<p>The procedure for the evaluation of responsive tenders is Method 2: Quality, Financial Offer and Preference.</p> <p>In the case of a functionality, price and preference:</p> <ol style="list-style-type: none"> 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data. 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation. 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in below. <p>The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula.</p> $T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$ <p>where f_1 and f_2 are fractions, f_1 equals 1 minus f_2 and f_2 equals N_{FO} is the number of tender</p>

	<p>evaluation points awarded for the financial offer made in accordance with 5.11.7 where the score for financial offer is calculated using the following formula</p> $A = (1 - \frac{(P - P_m)}{P_m})$ <p>and W_1 equals:</p> <ol style="list-style-type: none">1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000 <p>N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule N_Q is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9 where $W_2 = 100$.</p> <p>Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p>																		
5.11.8	Refer to SBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022																		
5.11.9	<p>The quality criteria and maximum score in respect of each of the criteria are as follows:</p> <table><tr><th>Quality criteria</th><th>Maximum number of points</th><th>Returnable Schedule Form</th></tr><tr><td>Experience on previous contracts of a similar scope (over last Five years)</td><td>40</td><td>Form R</td></tr><tr><td>Plant and Equipment</td><td>22</td><td>Form S</td></tr><tr><td>Financial Reference</td><td>12</td><td>Form T</td></tr><tr><td>Key Personnel</td><td>26</td><td>Form U</td></tr><tr><td>Maximum possible score for quality (M_s)</td><td>100</td><td></td></tr></table> <p>“(d) Tender offers will only be considered responsive if the minimum quality requirement of 70 points is achieved.</p> <p>Tenderers are required to demonstrate their ability to undertake the work and provide proof of previous experience, expertise and availability of plant and equipment to undertake a project of this nature. Tenderers are therefore required to meet a minimum Quality Score of 70% (70 points out of 100) based on the criteria listed above. A score of less than 70 out of 100 points for Quality will render the tender non-responsive. The onus rests with the Tenderer to supply sufficient information to allow for evaluation and award of points detailed below. If insufficient is provided, zero points will be awarded for that particular item.</p> <p>Note that Quality points are only used to determine responsiveness and will not be used further in the evaluation.</p>	Quality criteria	Maximum number of points	Returnable Schedule Form	Experience on previous contracts of a similar scope (over last Five years)	40	Form R	Plant and Equipment	22	Form S	Financial Reference	12	Form T	Key Personnel	26	Form U	Maximum possible score for quality (M_s)	100	
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Key Personnel	26	Form U																	
Maximum possible score for quality (M_s)	100																		
5.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none">a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entityb) the tenderer is in good standing with SARS according to the Central Supplier Database;c) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement documentd) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;f) the tenderer has not:<ol style="list-style-type: none">i) abused the Employer's Supply Chain Management System; or																		

	<ul style="list-style-type: none"> ii) failed to perform on any previous contract and has been given a written notice to this effect; f) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. i) the tenderer is a registered electrical contractor with labour department j) the tenderer had not alter this bid document.
5.14	Return all returnable documents to the employer after completing them in their entirety, by writing legibly in non-erasable ink. Use of erasable ink will render such a tender offer nonresponsive.
5.15	Do 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 and will render such a tender offer nonresponsive.
5.16	All request shall be in writing
6.1	<p>6.1 Termination of the Contractor's Employment by the Employer</p> <p>6.1.1 The Employer will be entitled to terminate the Contractor's employment under this Contract if the Contractor defaults in one or more of the following respects:</p> <ul style="list-style-type: none"> (i) persistently does not proceed with the work in a regular and timely manner despite several notices in respect thereof; (ii) fails without reasonable cause to commence the work despite receiving a notice from the Contract Administrator to commence the work; (iii) suspends performance of the work before issue of the final completion certificate without valid grounds as provided in this contract; (iv) persistently refuses or neglects to comply with a notice or an instruction from the Contract Administrator; (v) does not provide the Performance Security within the time provided in the contract; and/or (vi) subcontracts out any work without prior written consent from the Contract Administrator. <p>6.1.2 The Contract Administrator may give a written notice to the Contractor stating clearly the default. In the notice, the Contract Administrator must also instruct the Contractor to rectify the default and must warn the Contractor of the possibility of a termination if the default is not rectified.</p> <p>6.1.3 If following the notice, the Contractor does not rectify the default within 14 days as from the date the Contractor receives the notice, the Employer may then terminate the Contractor's employment under this contract in writing within seven days after the expiry of the 14 days' notice period.</p>
6.2	<p>6.2 Termination of the Contractor's Employment by the Contractor</p> <p>6.2.1 If the Employer does not pay the amount due to the Contractor in accordance with the provisions of this contract, then the Contractor may give a written notice to the Employer for non-payment. The Contractor may warn the Employer of the possibility of a termination or suspension if the amount due to him is not paid.</p> <p>6.2.2 If following the notice, the Employer does not effect payment within 30 days from the date of receipt of the notice, the Contractor may then either:</p> <ul style="list-style-type: none"> (i) suspend the work by giving a written notice to suspend work not later than 7 days after the 30 days' notice period; or (ii) terminate the Contractor's employment under this contract which must be done in writing not later than 7 days after the expiry of the 30 days' notice.



TRIENNIAL TENDER FOR THE APPOINTMENT OF A PANEL OF GENERAL MAINTENANCE CONTRACTORS OF ALL HEATING, VENTILATION AIR-CONDITIONERS AND REFRIGERATION EQUIPMENT FOR CITY OF MBOMBELA AS AND WHEN REQUIRED.

Part 2: Special Conditions of Tender

1. Resources and the distribution of work will be as follows:

1.1 Resources

The resources (plant and equipment and key personnel) shall be dedicated to this contract only. All applicable resources must be locally available within 14 days from date of appointment of the successful bidder. These include, but not limited to, admin offices with workplace facility / workshop, plant, testing equipment, key personnel and approved plan for acquiring of red-line equipment spares.

1.2 Distribution of work

The work will be distributed amongst the successful bidders at the discretion of the council. All City of Mbombela regions have resident maintenance personnel, and it will be left to the discretion of the council when and what work covered by this contract, will be carried out by the successful bidders.

2. Budget

It should be understood that the work is not definite but is subject to the budget being available. Further, work shall only be carried out on instruction as and when required basis as requested by the following CoM personnel in collaboration with the Project Manager:

- i. General Manager: Corporate Service or
- ii. Senior Manager: Facilities Management or
- iii. Manager: Facilities Management or
- iv. Factotum: Facilities Management

3. Issue of Work Instruction

Before the work instruction is issued, a site meeting between the Project Manager, Service Provider and Facilities Management Representative/General Manager Corporate Services shall be conducted, so as to determine the cost of the specific proposed works. Accounts submitted for extra work performed will not be entertained unless accompanied by a copy of such written instruction by the Project Manager.

4. Hand-Over Process Flow After Work Done

- 4.1 The Contract shall comprise predominantly the testing and maintenance of Mechanical protection systems and its associated equipment. The Service provider shall submit all required test certificates. The Service Provider shall be required to carry out commissioning of new and refurbished installations of mechanical protection systems and related equipment.
- 4.2 A test certificate shall reflect the scope of work for the commissioning activity. All the test results shall be recorded on the test certificate and signed by the authorised Test Engineer / Technician.

The following CoM personnel shall verify and approve work done prior energising or for each portion of equipment for which work is completed.

- i. General Manager: Corporate Service or
 - ii. Senior Manager: Facilities Management or
 - iii. Manager: Facilities Management or
 - iv. Factotum: Facilities Management
- 4.3 Copies of test certificates plus completion or hand-over certificate shall then be submitted to the Project Manager for processing of payment to the service provider.
- 4.4 All Original Test sheets/certificates, Drawings, Operating Manuals, warranty, Guarantee, completion or hand-over certificate are to be handed to the Operations and Maintenance Department.

5. Payment for work completed

- 5.1 Payments will be made within 30 calendar days after submission of Tax invoice.
- 5.2 Claims for payment shall be submitted on a monthly basis and shall consist of the following:
- i) Description of work undertaken.
 - ii) Number of hours worked supported by signed time sheets.
 - iii) Suppliers invoice for materials used.
 - iv) Distance travelled in km for every category vehicle over and above that for any work included for in this contract.
 - v) Acceptance certificate signed by the representative of the council.
- In the event of the attendance register not being signed and completed, deductions on a pro-rata basis from the monthly progress claims will be made.
- 5.3 Tenderers must clearly state the rates to be charged in the spaces provided, and must complete the price schedule.
- 5.4 The council reserves the right to add to or omit any plant to or from this contract.

6. Accounts

- 6.1 The following information shall be reflected on all invoices (refer also to clause 2.1):
- a) Name of institution with code number and region number.
 - b) Project No.
 - c) Total number of hours worked in and hourly rate.
 - d) Detail description of plant serviced/repaired.
 - e) Distance travelled in km.
 - f) Daily summary of worked performed and hours booked, in detail.
 - g) Detailed list of material used.
 - h) Detailed list of extras claimed to which must be attached a copy of written instructions.
 - i) Invoices/ quotes from suppliers.
- 6.2 Upon satisfactory completion of the work the contractor shall submit his invoice in duplicate to the representative of the council at the specified delivery inspection.

7. Issue of Work Instruction

Before the work instruction is issued, a site assessment between the contractor and the Project Manager shall be conducted, so as to determine the cost of the specific proposed works. Accounts submitted for extra work performed will not be entertained unless accompanied by a copy of such written instruction.

8. Authorized person

The successful contractor shall have a duly Authorised / Responsible person in terms of the Safety and Occupational Health and Safety Act for work in live substations on site while any work is in progress in the substation. Proof of such person in the employment of the contractor shall be submitted on appointment of the service provider and to be kept in the project file.

9. Quality of Supervision

9.1 All supervision shall be carried out and facility be kept in such condition that the requirements of the occupational health and safety act no. 85 of 1993 and regulations as amended, is satisfied in all respects. A high quality of cleanliness is required.

9.2 Any damages which may occur as a result of poor supervision shall be to the account of the contractor.

- i. The contractor will also be held responsible for the safety of all persons working on site.
- ii. The contractor will be responsible and answerable for any legal proceeding resulting from non-compliance by him or his staff to act within the boundaries of the facility or such activities associated with the operation of the facility.

10. Promotion of Municipal Local and Socio-Economic Development

The service providers must make use of 100% local unskilled labourers where applicable. Where practical, the contractor must accommodate the interns of CoM with regards to construction management on site, to develop capacity of department. It must also give on job training to all local labourers used on the project. Successful service providers will be required to comply with all applicable legislations including but not limited to UIF, COIDA, BCEA during the duration of the contract.

11. Expanded Public Works Programme (EPWP)

The service provider must provide the Municipality with a completed list of local labourers for EPWP registration, quarterly reports on this to be submitted to the project manager. The aforesaid list must be updated and submitted quarterly, inclusive of the following details:

- i. Salary / wages spent on local employees versus total wages / salary budget at site
- ii. Number of local employees employed versus per total workforce at site
- iii. Payments made to the local labourers

12. Training

12.1 Tenderer/s shall indicate in the schedule of information whether they are prepared to assist the council during the contract period within (a) on-site training of pupil artisans, and (b) upon mutual agreement, specific training at the contractors workshop.

12.2 Should such training be called for the details shall be negotiated with the contractor to obtain mutually acceptable training schedules, supervision, reporting, discipline etc.

13. Insurances

The contractor's proof of valid Public Liability, Insurance of works and Third-party insurance shall be submitted to CoM within seven days of acceptance of appointment, this insurance documents shall be kept to date for the duration of the contract and shall be available on request. The limit of indemnity for liability insurance is R10m. The insurances to be provided by the Contractor shall:

- Be affected with Insurers and on terms approved by the Employer.
- Be maintained in force for whatever period the perils to be insured by the Contractor are at risk (including any defects liability period during which the Contractor is responsible for the care of the Works).
- Submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been affected.

In the event that the Contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor will take to remedy such action.

If the Contractor fails to effect and keep in force the insurances referred to then the Employer may effect and keep in force any such insurances and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.

14. Materials and Spare Parts

The council reserves the right to either purchase materials and spare parts for use by and to supply it to the contractor or alternatively to accept the materials and spare parts at prices submitted by the contractor as per this agreement, whichever proves to be the most economical for the council.

15. Consumables

- 12.1 All consumables required for the maintenance and servicing of the works shall be supplied by the contractor. This includes all tools, testing equipment, transport, labour and scaffold as required. Under no circumstances are the department's tools, equipment or materials to be utilized.
- 12.2 Tenderers are to base their tenders on the information listed in the schedules of equipment and additional information established during his site visit. It is the responsibility of the tenderer to ensure that the technical information on which his tender is based are correct.

16. Security

The Service Provide is responsible for the safety of the plant, site and operator at all times. Council will not be responsible for any losses.

17. Outage Requests

A schedule for an outage when required will be done as directed by the Project Manager.

18. Definition of Completion

The works shall be completed in accordance with the CoM specifications in all respect and taken-over by CoM.

19. Testing and Commissioning

The complete installation shall be tested and commissioned in the presence of the delegated official.

20. Response Times

All breakdowns during normal working hours shall be responded to within 60 minutes.

Response time shall be measured as the time taken from reporting the call, to the technician arriving at the relevant piece of equipment.

All breakdowns after working hours shall be responded to within 60 minutes. Response time shall be measured as the time taken from reporting the call, to the technician arriving at the relevant piece of equipment.

Any breakdown impacting on operations shall be attended-to until restored to good reliable condition.

This implies that no breakdown may be left unattended or incomplete for the next day or shift.

CoM will hold the Contractor liable for any costs incurred by any party as a result of negligence or unreasonable poor performance by the Contractor including excessive time taken to effect repairs.

Should the response time not be adhered to as reflected above, CoM reserves the right to call the next service provider in line.

21. Closure Duration

Closure duration is defined as the time elapsed since the maintenance call was logged to the time the contractor reports that the problem has been resolved. The service provider should endeavor to complete all allocated works within reasonable time. The time frames to be stipulated by the delegated official and contractor after assessment on site.

22. Defect Free Period

The defect free period is defined as that period following completion of the work where no defect directly associated with the Contractors workmanship is detected. The City of Mbombela reserves the right to claim for defects for insurance of works for all projects completed within the period of 12 months.

23. Benchmarks

- i. Preventative maintenance, defect free period will be no less than the interval between preventive maintenance. This implies that the repair of any failure as detailed will be for the contractors own account should the failure having occurred as a direct result of the contractor's deficiency.
- ii. Corrective or breakdown maintenance, defect free period will be no less than 90 days but not exceeding 12 months.

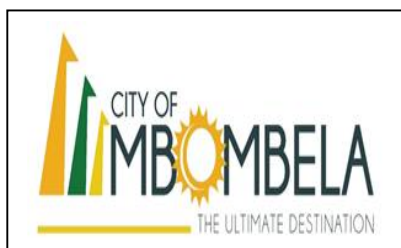
24. Conditions and Period of service contract:

24.1. The contract duration is 36 months from the date of signing of the Service Level Agreement (SLA)

24.2. The successful service providers will be appointed on rate bases in terms of NEC3 TSC.

25. Notification of Penalties

The Project Manager will notify the contractor in writing of any penalties and any claims directed at CoM as a result of the equipment being unavailable, will be for the account of the Contractor.



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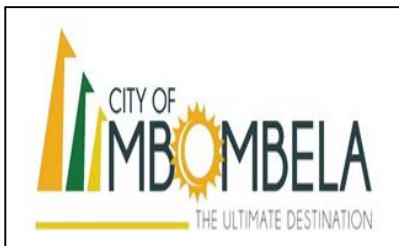
TRIENNIAL TENDER FOR THE APPOINTMENT OF A PANEL OF GENERAL MAINTENANCE CONTRACTORS OF ALL HEATING, VENTILATION AIR-CONDITIONERS AND REFRIGERATION EQUIPMENT FOR CITY OF MBOMBELA AS AND WHEN REQUIRED.

Part T2: RETURNABLE DOCUMENTS

Part T2.1: List of Returnable Documents

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as willful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under contract condition 9.2 to terminate the contract.
4. These forms must be completed in non-erasable ink and any alterations made prior to tender closure countersigned by an authorised signatory.
The Tenderer must complete the following returnable Schedules required for Tender evaluation purposes:

PART 1: COMPULSORY RETURNABLE DOCUMENTS	
FORM A	TECHNICAL ENQUIRIES
FORM B	RECORD OF ADDENDA TO TENDER DOCUMENTS
FORM C	PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
FORM D	PREFERENCING SCHEDULE: BROAD BASED BLACK ECONOMIC EMPOWERMENT STATUS
FORM E	COMPULSORY DECLARATION
FORM F	MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS
FORM G	CERTIFICATE OF INDEPENDENT TENDER
FORM H	DECLARATION OF GOOD STANDING REGARDING TAX
FORM I	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM J	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD)
FORM K	DECLARATION OF TENDERER'S LITIGATION HISTORY
FORM L	AUTHORITY OF SIGNATORY
FORM M	SCHEDULE OF SPECIALIST SUBCONTRACTORS
FORM N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
FORM O	SCHEDULE OF CURRENT COMMITMENTS
FORM P	REGISTRATION WITH CIDB
FORM Q	MBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022
PART 2: RETURNABLE FOR QUALITY CRITERIA	
FORM R	COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS
FORM S	PLANT & EQUIPMENT
FORM T	FINANCIAL RESOURCES
FORM U	KEY PERSONNEL (FULL TIME QUALIFIED PERSON)



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TRIENNIAL TENDER FOR THE APPOINTMENT OF A PANEL OF GENERAL MAINTENANCE CONTRACTORS OF ALL HEATING, VENTILATION AIR-CONDITIONERS AND REFRIGERATION EQUIPMENT FOR CITY OF MBOMBELA AS AND WHEN REQUIRED.

T2.2 Returnable Documents

Part 1: COMPULSORY RETURNABLE DOCUMENTS

FORM A: TECHNICAL ENQUIRIES

No briefing session shall be conducted for this tender. Technical enquiries may be directed to the project manager through the following email addresses: Mawetsa.Rabalao@mbombela.gov.za & Lucy.Sambo@mbombela.gov.za. Technical enquiry cut-off date is **14 April 2023 at 16:00**.

FORM B: RECORD OF ADDENDA TO TENDER DOCUMENTS (SIPDM)

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

	Date	Title or Details
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

Attach additional pages if more space is required.

Signed Date

Name Position

FORM C: PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES (SIPDM)

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

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

(a) AMENDMENTS

Page, Clause or Item No	Proposed Amendment

Note: (1) Amendments to the General and Special Conditions of Contract are not acceptable;

- (2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

(This is not an invitation for alternatives but should the Tenderer desire to make any departures for the provisions of this contract he shall set out his proposals clearly hereunder.

(b) ALTERNATIVES

Proposed Alternative	Description of Alternative

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

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

Signed Date

Name Position

**FORM D: PREFERENCING SCHEDULE: BROAD BASED BLACK ECONOMIC
EMPOWERMENT STATUS (SIPDM) (GBD 6.1)**

FORM E: COMPULSORY DECLARATION (SIPDM) (GBD 4)

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

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
--	--

Section 3: SARS Information

Tax reference number	
VAT registration number:	<i>(State Not Registered if not registered for VAT)</i>

Section 4: CIDB registration number

CIDB Registration number <i>(if applicable)</i>	
--	--

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|--|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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

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

*insert separate page if necessary

Section 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

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

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

***insert separate page if necessary**

Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ Yes ☐ No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

i) neither the name of the tendering entity or any of its principals appears on:

a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)

ii) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);

iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);

iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers

v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;

vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;

viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed _____

Date _____

Name _____

Position _____

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

FORM F: MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS (SIPDM)

The following particulars must be furnished in relation to tenders for municipalities and municipal entities where:

- a) contractors are required; and
- b) goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details Name

of enterprise:	
Contact person: Email:	
Telephone:	
Cell no Fax:	
Physical address Postal	
address	

Section 2: Declaration for Contractor's services:

The enterprise has been awarded the following contract services by an organ of state during the last five years.

Name of organ of state	Estimated of contracts	Nature of service, e.g, quantity surveying	Service number similar to required service (yes / no)?

Attach separate page as necessary

Section 3: Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT

I / we certify that

1 (tick one of the boxes):

- ☐ the enterprise **is not** required by law to prepare annual financial statements for auditing
- ☐ the enterprise **is** required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years

2) the enterprise and its directors has / have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days (*i.e.: all municipal accounts are paid up to date*) Attach Municipal Utility Account;

3) source of goods and / or services: (tick one of the boxes and insert percentages if applicable):

- ☐ goods and / or services are sourced only from within the Republic of South Africa
- ☐ % of the total cost of goods and / or services will be sourced from outside the republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is%

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

Attach separate page as necessary

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct

Signed Date

Name Position

FORM G: CERTIFICATE OF INDEPENDENT TENDER (GBD 9)

Notes to tenderer:

- a) This certificate conforms to Treasury Regulation 16A9 and the requirement of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, that 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 tendering.
- b) Collusive tendering is a conspiracy between businesses that would normally be expected to compete, to agree not to compete, in a tender process.
- c) This certificate serves as a declaration by the tenderer that the tender submitted is free from any collusion with a competitor.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

(Tender Number and Description)

in response to the invitation for the tender made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Tenderer)

- i) I have read and I understand the contents of this Certificate;
- ii) I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
- iii) I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
- iv) Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
- v) For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer
- vi) The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

- vii) 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 tender;
 - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - f) bidding with the intention not to win the tender.
- viii) 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 tender invitation relates.
- ix) The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
- x) I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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

Capacity under which Tender is Signed

Name of Tenderer

FORM H: DECLARATION OF GOOD STANDING REGARDING TAX (GBD 2)

Tax Compliance Status (TCS) PIN must be submitted together with the tender. Failure to submit the above-mentioned documentation will result in the invalidation of the tender.

In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.

FORM I: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT

PRACTICES (GBD 8)

Notes to tenderer:

1. This tender document must form part of all tenders invited.
2. This form serves as a declaration to be used by institutions 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 tender of any tenderer may be disregarded if that tenderer or any of its directors have
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system;
 - c. failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with this tender.

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

4.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

FORM J: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. (www.treasury.gov.za). Tenderers who are not registered on the Central Supplier Database should attach proof of their application for registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Contractor:

.....

Central Supplier Database Supplier Number:

.....

FORM K: DECLARATION OF TENDERER'S LITIGATION HISTORY

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

If yes, furnish your details in table below.

YES**NO****NB: It is compulsory for all bidders to sign this form**

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

Client	Other Litigating Party	Dispute	Award Value	Date Resolved

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

FORM L: 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 on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"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/Name

.....and any Contract which may arise there from on

behalf of

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

SIGNATURE

AS WITNESSES: 1. NAME SIGNATURE

2. NAME SIGNATURE

PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for 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 an any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:

FORM M: SCHEDULE OF SPECIALIST SUB-CONTRACTORS

Notes to tenderer:

1. The tenderer shall list below the specialist items of work on this contract. Alternatives may be mentioned.
2. The tenderer shall state whether he intends to carry out any specialised work himself.

Acceptance of this tender shall not be construed as approval of all or any of the listed specialist subcontractors. Should any or all of the specialist subcontractors not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the engineer.

SPECIALISED ITEM	INDICATE IF SUB-CONTRACTED (Tick correct option)	
	YES	NO

In order to complete the Works under this Contract, I/we propose to employ the following sub-contractors to carry out the portion/type of work as detailed. **Affix Original or Certified proof of 3 previous projects for each sub-contractor.**

(Note: All proposed sub-contractors must be listed).

Sub-contractor: Name, Address and Telephone No.	Portion/type of work to be undertaken	
_____ _____ (____)_____		Previous value of work:
		Previous Experience:
_____ _____ (____)_____		Previous value of work:
		Previous Experience:

<div data-bbox="229 226 603 237" style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div data-bbox="229 286 603 297" style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div data-bbox="229 331 603 365" style="border-bottom: 1px solid black; margin-bottom: 5px;">()</div>		<div data-bbox="1086 185 1388 219" style="border-bottom: 1px solid black; padding: 5px;">Previous value of work:</div>
		<div data-bbox="1086 297 1361 331" style="border-bottom: 1px solid black; padding: 5px;">Previous Experience:</div>
<div data-bbox="229 479 603 490" style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div data-bbox="229 539 603 551" style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div data-bbox="229 584 603 618" style="border-bottom: 1px solid black; margin-bottom: 5px;">()</div>		<div data-bbox="1086 439 1388 472" style="border-bottom: 1px solid black; padding: 5px;">Previous value of work:</div>
		<div data-bbox="1086 551 1361 584" style="border-bottom: 1px solid black; padding: 5px;">Previous Experience:</div>

FORM N: PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER

Notes to tenderer:

1. Discovery that the tenderer has failed to make proper disclosure may result in City of Mbombela terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.
2. The tenderer shall attach in this tender, evidence that he is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act 1993 (COIDA) (Act 130 of 1993).
3. Nature of Business in the COIDA Letter of Good Standing should be relevant to Mechanical Engineering works. Any other nature of business unrelated to Mechanical Engineering works shall render such a tender offer unresponsive.

FORM O: SCHEDULE OF CURRENT COMMITMENTS

Notes to tenderer:

- (a) The tenderer shall list below all contracts currently under construction or awarded and about to commence and tenders for which offers have been submitted but awards not yet made.
- (b) In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
- (c) The lists must be restricted to not more than 5 contracts and 5 tenders. If a tenderer's actual commitments or potential commitments are greater than 5 each, those listed should be in descending order of expected final contract value or sum tendered.

Contracts Awarded				
Employer	Project	Expected Value of contract (Inclusive of VAT)	Durations (Months)	Expected Completion Date

Tenders not Yet Awarded				
Employer	Project	Tendered Amount (Inclusive of VAT)	Tendered Durations (Months)	Expected Commencement Date

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

FORM P: REGISTRATION WITH CIDB

The tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. (www.cidb.org.za). Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration (refer to Tender Data Clause 4.1). In the case of a Joint Venture, a printed copy of the Active Contractor's Listing must be provided for each member of the Joint Venture.

Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

Expiry Date:

**FORM Q: MBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE
PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
(a) Price; and
(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10	
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
A total of 8 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -			
1.	for 100% black person or people owned enterprise	2 points	
2.	for at least 30% woman or women shareholding or owned enterprise	2 points	
3.	For at least 30% youth shareholding or owned enterprise	2 points	
4.	for at least 30% people living with disability shareholding or owned enterprise	2 points	
A total of 12 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -			
5.	for enterprise located within the local area of jurisdiction	2 points	
6.	for enterprise who will sub-contract minimum of 30% of the contract value to EMEs in the ward or local communities where the services to be rendered of works to be undertaken	2 points	
7.	for Corporate Social Investment (CSI) or Social Labour Plan proposition (2% of the total budget allocated)	5 points	
8.	for valid B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership)	3 points	
The City will utilize the CSD report for the above-mentioned information.			

Corporate Social Investment (CSI)

NB: The minimum total value of the CSI should not be less than 2% of the total project value excluding vat and contingencies. The CSI project should be delivered concurrently with the project. The final product should be delivered prior to the issuing of completion certificate. The nature of the CSI project must benefit the community at large. (1 page, Arial font size 12) Prospective bidders will be expected to provide the City with a written explanation on how to implement the Corporate Service Investment on that particular ward, community or region. The investment must benefit the community at large. In order to claim points, a detailed one page report must be included in the list of returnable documents. The corporate social investment initiatives must be implemented by the company/successful bidder. The final details of the CSI project will be finalized prior to the signing of the contract in consultations with relevant stakeholders.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

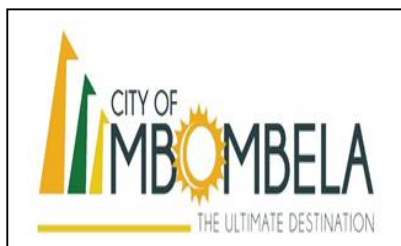
- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor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

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

SURNAME AND NAME:

DATE:

ADDRESS:



CITY OF MBOMBELA

COM 40/2023

TRIENNIAL TENDER FOR THE APPOINTMENT OF A PANEL OF GENERAL MAINTENANCE CONTRACTORS OF ALL HEATING, VENTILATION AIR-CONDITIONERS AND REFRIGERATION EQUIPMENT FOR CITY OF MBOMBELA AS AND WHEN REQUIRED.

Part 2: RETURNABLE DOCUMENTS FOR FUNCTIONALITY / QUALITY CRITERIA

FORM R: COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS

The Tenderer will receive a maximum of 40 points based on information provided in this schedule.

1. Points will be given for projects completed of similar nature and size.
2. ONLY PROJECTS LISTED BELOW IN THE FUNCTIONALITY TABLE WILL BE EVALUATED
3. Projects of similar nature means supply, installation and commission / maintenance work (excluding professional Fees) of:
 - i. Maintenance of heating, ventilation, air-conditioners and refrigeration equipment
 - ii. Supply, installation and commission of heating, ventilation, air-conditioners and refrigeration equipment.
4. The tenderer score points per project as per the table below with a value of above or equal to stipulated amount (Incl. Vat) completed in the last 5 years.
5. The tenderer may list only 4 projects of similar nature and size as per functionality table below.
6. Originally certified copies of the following documentation must be attached for previous projects completed in the past 5 years:
 - i. Appointment letters / work-order plus,
 - ii. Completion certificate plus

All must be on letterheads of the institution, with the following information contained where applicable: (i) Description of the project, (ii) Value, (iii) Actual Construction period, (iv) Date completed, (v) Client contact details and (vi) signed accordingly.

7. **Failure to submit all relevant information (certified copies of Appointment Letter plus Completion Certificate) per project will result in the forfeiture of all points for that relevant project.**
8. **In a case of a maintenance contract, work orders must be accompanied by an appointment letter. For once off projects appointment letter without work orders will be accepted.**
9. Positive feedback from the contact person in the completion certificate will contribute toward points allocated for the attached certificates of completion.
10. Negative feedback will forfeit all points, meaning zero (0) points will be allocated for the attached certificates of completion.
11. The experience of the tenderer or joint venture partners in a consortium will be evaluated based on experience in similar projects or similar areas and conditions in relation to the scope of work required for this project.
12. **For each project or work order submitted will be evaluated on an accumulative basis**

Item	Details of Similar Projects Completed in the past 5 Years. ONLY PROJECTS LISTED BELOW WILL BE EVALUATED	Maximum Points to be allocated	Points scored by Evaluators
1	<p>1 x Project/Order No.:Amount: R.....</p> <p>New installation or Maintenance work excluding Professional Fees means: Task orders (Planned/Unplanned maintenance) Maintenance of heating, ventilation, air-conditioners and refrigeration equipment. Task order amount summed (added) and must be listed in the table below (Including Vat). Completed in the past 5 Years.</p> <p>Value above R 0,00 and up to R 250,000 (Including Vat) 2</p> <p style="text-align: center;">(+ Plus)</p> <p>Value above R 250,001 and up to R 999, 999 (Including Vat) 3</p> <p style="text-align: center;">(+ Plus)</p> <p>Value above R 1,000,000 (Including Vat) 5</p> <p style="text-align: right;">Sub-total : 10</p>		
2	<p>1 x Project/Order No.:Amount: R.....</p> <p>New installation or Maintenance work excluding Professional Fees means: Task orders (Planned/Unplanned maintenance) Maintenance of heating, ventilation, air-conditioners and refrigeration equipment. Task order amount summed (added) and must be listed in the table below (Including Vat). Completed in the past 5 Years.</p> <p>Value above R 0,00 and up to R 250,000 (Including Vat) 2</p> <p style="text-align: center;">(+ Plus)</p> <p>Value above R 250,001 and up to R 999, 999 (Including Vat) 3</p> <p style="text-align: center;">(+ Plus)</p> <p>Value above R 1,000,000 (Including Vat) 5</p> <p style="text-align: right;">Sub-total : 10</p>		
3	<p>1 x Project/Order No.:Amount: R.....</p> <p>New installation or Maintenance work excluding Professional Fees means: Supply, installation and commission of heating, ventilation, air-conditioners and refrigeration equipment Completed in the past 5 Years.</p> <p>Value above R 0,00 and up to R 250,000 (Including Vat) 2</p> <p style="text-align: center;">(+ Plus)</p> <p>Value above R 250,001 and up to R 999, 999 (Including Vat) 3</p> <p style="text-align: center;">(+ Plus)</p> <p>Value above R 1,000,000 (Including Vat) 5</p> <p style="text-align: right;">Sub-total: 10</p>		
4	<p>Total Amount of Various Project/Order Nos.: R.....</p> <p>New installation or Maintenance work excluding Professional Fees means: Supply, installation and commission of heating, ventilation, air-conditioners and refrigeration equipment Completed in the past 5 Years. <u>Failure to complete the schedule with attachments in Note 1 below will results in zero points.</u></p> <p>Value above R 0,00 and up to R 250,000 (Including Vat) 2</p> <p style="text-align: center;">(+ Plus)</p> <p>Value above R 250,001 and up to R 999, 999 (Including Vat) 3</p> <p style="text-align: center;">(+ Plus)</p> <p>Value above R 1,000,000 (Including Vat) 5</p> <p style="text-align: right;">Sub-total: 10</p> <p style="text-align: right;">SUB TOTAL 40</p>		

Note 1: Bidders are limited to a maximum of 10 proof of work orders. Original certified copies (Not older than 3 Months) of documents (i)-(iii) below for **each** project/order listed below must be attached.

- i. Appointment letter / work-order plus,
- ii. Completion certificate plus,

Item no.	Description of Scope for Electrical Maintenance work completed (in Short). i.e Valencia Sub Maint. Work	Client Name. I.e City of Mbombela	Project or Order No.	Year Completed	Total Amount (Incl. Vat but Excluding Professional Fees)
1					
2					
3					
4					
5					
7					
8					
9					
10					
TOTAL					

FORM S: LOCALITY, PLANT & EQUIPMENT

The tenderer will receive a maximum of 22 points based on information provided in this schedule.

The tenderer will receive Quality points for listing of plant available for this specific contract as follows:

Item	Description, size, capacity, etc.	Allocated Points if owned	Allocated Points if hired	Quantity Required	Points Scored by Evaluators
1	1 x 10 Ton or above Truck with Hi-up crane plus Cherry Picker (Note 1) Truck Reg. No.:	6	4	1	
2	2 x 1 Ton Bakkie (Note 1). Vehicle Reg. No.:	8	4	1	
3	Proof of an existing proper Workplace Facility within City of Mbombela Jurisdiction. The following information must be contained in the attachment: (i) Rates and Taxes Clearance from Relevant/Recognised Local Authority, (ii) Google map Aerial Colour photo of the Workplace Facility. (Note 2) a) Owned (Company/Director) Workplace Facility within City of Mbombela OR b) Leased Workplace Facility within City of Mbombela OR c) Letter of intent to establish / lease Workplace Facility within City of Mbombela in 14 days from date of appointment.	8 8 3		1	
SUB TOTAL		22			

For JV: Proof from either Service provider will be accepted.

Note 1: In case of ownership, tenderers to submit proof (ownership/lease) in the name of company/director to claim for full (100%) points. Proof of ownership should be in the form of **copy of NaTIS vehicle registration certificate plus picture of the vehicle/plant with the Reg. number visible**. Failure to submit both **copy of NaTIS or vehicle registration certificate plus picture of the vehicle/plant with the Reg. number visible** will result in zero points.

In case of **lease agreement where allowed, half** points allocated.

Note 2: Tenderers to submit Proof of existing proper Workplace Facility within City of Mbombela Jurisdiction in the form of **(i) Rates and Taxes Clearance from relevant/recognised Local Authority, (ii) Google map Aerial photo of the work facility**. Failure to submit both **(i) Rates and Taxes Clearance from Relevant/Recognised Local Authority, (ii) Google map Aerial photo of the work facility** will result in zero points

Note 3: Tenderers to submit Proof of ownership in the form of **Calibration certificates with serial numbers of the testing equipment plus picture of the equipment**. Failure to submit both **Calibration certificates plus picture of the equipment** will result in zero points.

FORM T: FINANCIAL RESOURCES BANKING INFORMATION

The tenderer will receive a maximum of 12 points based on information provided in this schedule.

Item	Description	Maximum Points to be allocated	Points scored by Evaluators
1	<p>Bank rating of "C" or better (stamped bank letter, not older than 3 Months). The letter must make reference to the amount of R5 million. Or else no point to be awarded.</p> <p><i>For JV: The lead partner must comply with the above requirement. Failure to adhere will results in zero points.</i></p>	<p>C or better = 7 D and lower = 0</p>	
2	<p>Proof of valid Public Liability, Insurance of works and Third-party insurance. The limit of indemnity for liability insurance is R10m.</p> <p><i>For JV: Separate Letters from both Service providers are required. Failure to provide as instructed will results in zero points.</i></p>	5	
SUB TOTAL		12	

**FORM T: FINANCIAL RESOURCES DECLARATION OF PROCUREMENT ABOVE R 10
MILLION (MBD5)**

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

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

YES / NO

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

.....
.....

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

YES / NO

.....
.....

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

.....
.....

- 2.2 If yes, please provide particulars

.....
.....

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

YES / NO

.....
.....

- a. If yes, furnish particulars

.....
.....

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

YES / NO

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

Signature

Date

Capacity under which Tender is
Signed

Name of Tenderer

**FORM T: FINANCIAL RESOURCES DOCUMENTATION OF INTENT TO PROVIDE A
PERFORMANCE GUARANTEE**

PRO-FORMA FOR A PERFORMANCE GUARANTEE

Employer
(Name and Address) _____

Contract No _____

Contract Title _____

WHEREAS
(hereinafter referred to as "the Employer") entered into, a Contract with:

(hereinafter called "the Contractor") on the _____ day of _____ 20 _____
for the construction of (Contract Title)

at _____

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS WE _____ (hereinafter referred to as "the Guarantor") has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-Principal Debtor to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

- 1) The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extension of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor or liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
- 2) This guarantee shall be limited to payment of a sum of money.
- 3) The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.

However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 50% which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period

This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of Completion

- 4) His intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid of liquidated,

- 5) Our total liability hereunder shall not exceed the sum of

R _____
(10% of the tender sum) that amount I/we agree to hold at your disposal.

(in words)

(in figures)

- 6) The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

- 7) I/We hereby choose our address for the serving of all notices for all purposes arising herefrom as

IN WITNESS WHEREOF this guarantee has been executed by us at

_____ on the _____ day of _____ 20 _____

As witness:

1. _____

Signature _____

2. _____

Signature _____

Duly authorised to sign on behalf of (Guarantor)

Address _____

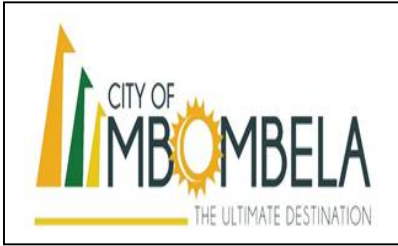
FORM U: KEY PERSONNEL

The Tenderer will receive a maximum of 16 points based on information provided in this Schedule

1. Tenderers to submit Organogram to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and the overall company structure. Attach own organogram to this form.
2. Joint Venture tenders require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition, there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work will become a contractual obligation between the members of the joint venture.
3. Tenderers to submit signed CV (**indicating current employer**) of the key personnel (**Full-time Qualified Persons**) plus the certified copies of relevant qualifications as requested below. Failure to submit both signed CV (indicating current employment) of the key personnel plus the certified copies of relevant qualifications will result in zero points.
4. For **Part-time key personnel**, a signed appointment/confirmation Letter by the employer and the key personnel must be attached in order to claim for the half points. Failure to attach **the letter will result in zero points even if the CV and the certificates are attached.**
- 5.

Item	Description	Maximum points to be allocated	Points scored by Evaluators
1	<p>Project Engineer / Project Manager currently employed full/part time by the bidder with a minimum of 5 years mechanical work experience on related to heating, ventilation air-conditioning and refrigeration, must be in possession of:</p> <ol style="list-style-type: none"> 1. Signed CV indicating current employer and work experience plus 2. Certified copy (Not older than 6 Months) of Certificate or above in Project Management Plus 3. Certified copy of both National Diploma / Degree and Professional registration with Engineering Council of South Africa (ECSA) certificate. Failure to provide both will result in zero points. <p>Name & Surname:</p> <p><i>(Full-time = Full points) and (Part-time = Half points)</i></p>	<p>2</p> <p>2</p> <p>4</p>	
2	<p>Full-time Technician / Site Supervisor or level above with minimum of 5 years mechanical work experience on heating, ventilation air-conditioning and refrigeration. And must be in possession of:</p> <ol style="list-style-type: none"> 1. Signed CV indicating current employer and work experience plus, 2. Certified Copies (Not older than 6 Months) of N6 National Diploma or university of technology National Diploma <p>Name & Surname:</p> <p><i>(Full-time = Full points) and (Part-time = Zero points)</i></p>	<p>3</p> <p>4</p>	

3	<p>3 x Full-time refrigeration technicians or level above with minimum of 3 years mechanical work experience related to mechanical installations on heating, ventilation air-conditioning and refrigeration. And must be in possession of:</p> <p>1. Signed CV indicating current employer and work experience plus, 2. Certified Copies (Not older than 6 Months) of Trade Test Certificate</p> <p>Name & Surname: 2</p> <p>Name & Surname: 2</p> <p>Name & Surname: 2</p> <p><i>(Full-time = Full points) and (Part-time = Zero points)</i></p>		
4	<p>2 x Full-time Electricians or level above with minimum of 3 years electrical work experience related to mechanical installations on heating, ventilation air-conditioning and refrigeration and building works. And must be in possession of:</p> <p>1. Signed CV indicating current employer and work experience plus, 2. Certified Copies (Not older than 6 Months) of Trade Test Certificate 3. and Wireman's Licence. Trade Test Certificate and Wireman's Licence (3 phase and single phase wireman's licence) from two separate personnel will be accepted.</p> <p>Name & Surname: 2</p> <p>Name & Surname: 2</p> <p><i>(Full-time = Full points) and (Part-time = Zero points)</i></p>		
4	Company Organogram <i>(Indicating the roles of all the key personnel above. Mismatching will results in zero points).</i>	1	
	SUB TOTAL	26	



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Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

Form of Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the **TRIENNIAL TENDER FOR THE APPOINTMENT OF A PANEL OF GENERAL MAINTENANCE CONTRACTORS OF ALL HEATING, VENTILATION AIR-CONDITIONERS AND REFRIGERATION EQUIPMENT FOR CITY OF MBOMBELA AS AND WHEN REQUIRED.**

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words)Rand;

R.....(in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the agreed period of validity, or other period as agreed, whereupon the tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

Signature(s) _____ Date _____

Name(s) _____

Capacity _____

For the tenderer:
(Insert name and address of organisation)

Name & signature of witness _____

Date _____

Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable 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 Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of 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 securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature(s)

Name(s)

Capacity

for the

Employer

.....
(Insert name and address of organisation)

Name &
signature of
witness

.....
Date

Schedule of Deviations

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

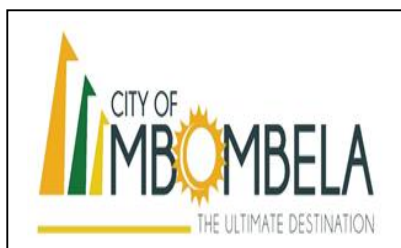
5 Subject

Details

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from the draft contract, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.



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C1.2 Contract Data

Part 1: Data Provided by the Employer

The Conditions of Contract are selected from the NEC3 Term Services Contracts (First edition of June 2005 with amendments June 2006 and April 2013 – published by the Institution of Civil Engineers, copies of which may be obtained from Engineering Contract Strategies (telephone 011-803 3008)). Each item of data given below is cross-referenced to the clause in the NEC3 Term Services Contracts to which it mainly applies.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option:	A: Priced contract with price list
	and secondary Options:	W1: Dispute resolution procedure
		X1 Price Adjustment for inflation
		X2 Changes in the law
		X18: Limitation of Liability (as amended in Option Z)
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is (Name):	City of Mbombela
	Address	Civic Centre 1 Nel Street, Mbombela, 1200
10.1	The <i>Service Manager</i> is:	Mandla Nkosi (GM –Corporate Services)
11.2(13)	The <i>Service</i> is	Maintenance of all heating, ventilation, air-conditioning and refrigeration equipment for City of Mbombela Council buildings as and when required.
11.2(14)	The following matters will be included in the Risk Register	Delays on Outage start dates, Availability of contractor
11.2(15)	The <i>Service Information</i> is in	Part C3: Scope of work and all documents to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	The Republic of South Africa
13.1	The <i>language of this contract</i> is	English

13.3	The <i>period for reply</i> is	1 week
21.1	The period within which the Contractor provides the Contractor's Plan	1 week from Contract Date
2	The Contractor's main responsibilities	Detailed in Part C3 (Scope of work)
3	Time	
30.1	The <i>starting date</i> is	When the contract acceptance letter is received from the Service Provider.
30.2	The <i>Service Period</i> is	36 months from the <i>starting date</i>
4	Testing and Defects	period is within 1 day and defect date is 52 weeks
5	Payment	
50.1	The <i>assessment interval</i> is on the	Completion of work for each task
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)
51.2	The period within which payments are made is	30 days
51.4	The <i>interest rate</i> is	The prime lending rate of the Major Banks, as determined from time to time.

6 Compensation events

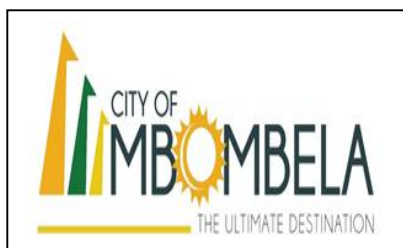
60.1(13) The weather measurements to be recorded for each calendar month are,
 1) the cumulative rainfall (mm)
 2) the number of days with rainfall more than 10 mm
 3) the number of days with minimum air temperature less than 0 degrees Celsius
 The place where weather is to be recorded (on the Site) is Nelspruit
 The weather data are the records of past weather measurements for each calendar month which were recorded at Nelspruit and which are available from The Weather Bureau.

60.1(13) Assumed values for the ten year return *weather data* for each *weather measurement* for each calendar month are:
 Source of information: The Weather Bureau, Department of Environmental Affairs, Pretoria , Rainfall Station No.556/460
 Rainfall district : X3C
 Period : January to December

MONTH	N_n(days)	R_n(mm)
January	4.0	122
February	3.0	111
March	3.0	90
April	2.0	57
May	1.0	18
June	0.0	11
July	0.0	10
August	0.0	9
September	1.0	32
October	2.0	64
November	3.0	111
December	4.0	133
Annual Average	23.0	768

7	Title	No data is required for this section of the conditions of contract.
8	Risks and insurance	Refer to T1.2 Part 2
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	R 500 000
9	Termination	The following Clauses of the NEC TSC applies: Clause 90.1 Clause 90.3: Reason 2, Reason 3 and Reason 4. Clause 90.5: Reason 8
10	Data for main Option clause	
A	Priced contract with price list	Refer to Part C2: Pricing Schedule
11	Data for Option W1	
W1.1	The Adjudicator is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2	The Adjudicator nominating body is	The current Chairman of Mpumalanga Advocate's Bar Council
W1.4	The tribunal is	Arbitration
W1.4	If the tribunal is arbitration, the arbitration procedure is	The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
W1.4	The place where arbitration is to be held is	Mbombela, South Africa.
W1.4	The person or organization who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Mpumalanga members of National Bar Council of South Africa under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Mpumalanga Advocates Bar Council.
12	Data for secondary Option	
X1	Price Adjustment for inflation	The index referred to in this clause shall be deemed to refer to the CPI index on the <i>starting date</i> as stated under section 30.1. Price adjustment for inflation shall only take place on contract anniversary
X2	Changes in the law	No data is required for this secondary option.
X18	Limitation of liability	

X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.4	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to	<p>The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.</p> <p>The excluded matters are amounts payable by the Contractor as stated in this contract for:</p> <ul style="list-style-type: none"> - Loss of or damage to the Employer's property, - Defects liability, - Insurance liability to the extent of the Contractor's risks - death of or injury to a person; - infringement of an intellectual property right



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Part 2: Data provided by the Contractor

The Conditions of Contract are selected from the NEC3 Term Services Contracts (First edition of June 2005 with amendments June 2006 and April 2013 – published by the Institution of Civil Engineers, copies of which may be obtained from Engineering Contract Strategies (telephone 011-803 3008)). Each item of data given below is cross-referenced to the clause in the NEC3 Term Services Contracts to which it mainly applies.

Clause	Statement	Data
10.1	The Contractor is (Name): Address: Telephone No. Fax No.	
11.2	The <i>working areas</i> are	See C3 'Scope of work'
24.1	The <i>Contractor's Key people</i> are:	CV's to be appended to Tender Schedule
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	

Name:

Job:

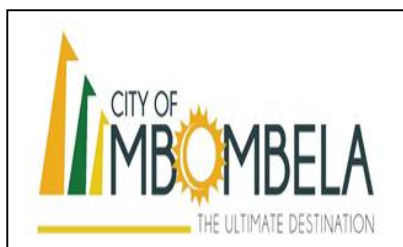
Responsibility:

Qualifications:

Experience:

11.2 The following matters will be
included in the Risk Register

- Existing Services
 - Access to Site
 - Delay in supply of material and/or equipment
 - Progress of the works against the program
-



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C1.3 Form of Guarantee

Employer: (name and address).....

.....

Contract No:

(Contract title).....

WHEREAS

(hereinafter referred to as "the Employer") entered into, on the.....day of
20.....

a Contract with

(hereinafter called "the Contractor") for (CONTRACT TITLE)

.....at.....

AND WHEREAS it is provided by said Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of the Contract by the Contractor;

AND WHEREAS (Hereinafter referred to as the Guarantor) has/have at the request of the Contractor, agreed to give such security;

NOW THEREFORE WE,

do hereby guarantee to the Employer under renunciation of the benefits of division and exclusion the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to me/us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. My/Our total liability in terms hereof shall be limited to the sum of R (in words) (10 % of the tender sum) which amount I/we agree to hold at your disposal.

6. I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

7. I/We hereby choose domicilium citandi et executandi for all purposes arising hereof at
.....

IN WITNESS WHEREOF this guarantee has been executed by us aton this.....day of 20.....

Signature

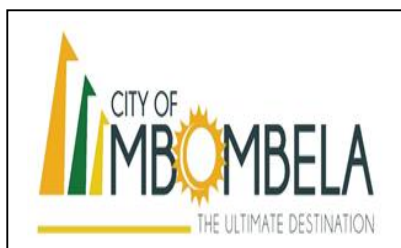
Duly authorized to sign on behalf of: (*Guarantor*)

Address
.....
.....

As witnesses:

1.

2.



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C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT made at

on this the day of in the year

between CITY OF MBOMBELA (hereinafter called "the Employer") of the one part, herein represented by

in his capacity as

and

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

in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, viz TRIENNIAL TENDER FOR THE APPOINTMENT OF A PANEL OF ELECTRICAL CONTRACTORS FOR ELECTRICITY NETWORK MAINTENANCE ON CITY OF MBOMBELA ELECTRICAL INFRASTRUCTURE AS AND WHEN REQUIRED. and has accepted a Tender by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employer's Agent requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 52.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
 - (b) the date of termination of the Contract in terms of Clauses 54, 55 or 56 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;

(iii) Section 37 : Acts or omissions by employees or Mandatory, and

(iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.

(b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

4 In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.

5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

6 The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993, which cover, shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.

7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:

(a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.

(b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.

(c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

WITNESS 1 _____ 2 _____

NAME 1 _____ 2 _____

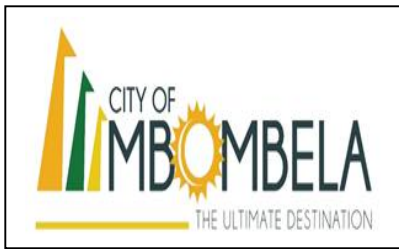
(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS 1 _____ 2 _____

NAME 1 _____ 2 _____

(IN



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C1.3 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF CCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching in this tender document a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on _____ 20_____,
Mr/Ms _____ whose signature
appears below, has been duly authorised to sign the AGREEMENT in terms of THE
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of

SIGNED ON BEHALF OF THE COMPANY :

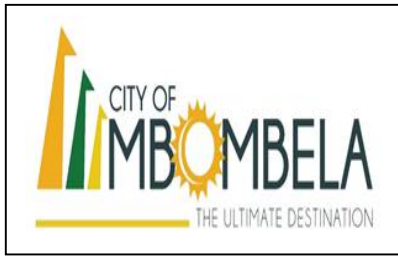
IN HIS/HER CAPACITY AS :

DATE :

SIGNATURE OF SIGNATORY :

WITNESS: 1. _____ 2. _____

NAME (in capitals): 1. _____ 2. _____



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Part C2: Pricing Data

C2.1 Pricing Assumptions

1. It will be assumed that prices included in the Pricing Schedule are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
2. **“Material Rate”** shall include the cost of direct and indirect materials as follows:
 - i. Cost of direct materials supplied and delivered to site including all incidentals necessary for the completion of the specific item of work plus the profit and VAT thereon.
 - ii. Cost of indirect materials in overhead costs, machinery operating expenses, Tools and Testing equipment expenses necessary for the completion of the specific item of work plus the profit and VAT thereon.
3. **“Labour Rate”** shall include the cost of labour for Engineer, Project manager, Technician, Safety Officer, Rigger, Supervisor, Artisan, Artisan assistant / Semi skilled and General worker, including profit required to complete the task covered by each specific item and VAT thereon.
4. No addition, erasure or alteration is to be made on the schedule of quantities. Such corrections will invalidate the tender.
5. Before the work instruction is issued, a site meeting between the contractor and the Project Manager shall be conducted, so as to determine the cost of the specific proposed works.
6. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
7. All activities must be invoiced on a within 7 days after work completion.
8. Payment will be based on the completion of task and approval by City of Mbombela, also provided that reasonable progress towards the completion of the task within the estimated budget is demonstrated.
9. The appointed service provider may only commence with Tasks on the following conditions:
 - i. The required budget for the completion of the task has been confirmed in writing to the service provider.
 - ii. The service provider has been given an instruction (email/written/mobile) to continue with the allocated task.
10. Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc, and for the completed items of work as specified in the Scope of Works and for all the risks, obligations and responsibilities specified in the NEC3 TSC, Particular or Special Conditions of Contract.
11. The tenderer shall fill in a Labour, Material rates and Total Lump Sum for each item where provision is made. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the Pricing Schedule.
12. The short descriptions of the payment items in the Pricing Schedule are only given to identify the items and to provide specific details. Reference shall be made to the Scope of Works for more detailed information regarding the extent of work entailed under each item.

13. Prices or rates will be subject to adjustment for escalation as provided for below:
- The prices or rates shall be fixed for the first 12-month period determined from the tender base month and no change during this period will be allowed for escalation. Base months means "The calendar month during which a contract was entered into" as per clause 6.8.2 in the Data provided by the Employer.
 - On the 12-month anniversary date of the Contract base date the rates or sums shall be adjusted by the twelve-month year on year CPI index (as published in the monthly bulletin PO141. of Statistics South Africa under table B) and fixed at this value for the following 12-month period. Subsequent 12-month periods shall be dealt with on the same basis.
 - Adjustment of rates for escalation shall only be applicable to that portion of the relevant service which is incomplete at the end of the 12-month anniversary date and shall not be applicable to any progress payments already claimed.
 - Adjustment for escalation shall only be applicable for services or portions thereof, that are still within the prescribed programme and any approved extensions of time.
 - The bidder shall offer supporting documentation to the Municipality to justify any price adjustment that might be required. For the outer years after the first 12 months, the price adjustment phase will only be allowed during the first month of each anniversary. The successful bidder shall be responsible to contact the client to ensure that any price adjustment requests are requested and implemented accordingly. Should this opportunity be missed by the successful bidder, the Municipality will deem the previous financial year's rates as valid for the duration of the following financial year and the successful bidder will under these circumstances be forced to accept these conditions as part of this contract commitments.
14. Interim payments for lump sum payment items may be permitted. Such interim payments shall however be limited to proven progress achieved for that particular service deliverable. The sum of any progress payments made under a particular lump sum payment item shall be deducted prior to calculating any adjustments for escalation as described above.
15. Provisional and Prime Cost Sums: Each Sum shall only be used, in whole or in part, in accordance with the Employer's instructions and the Contract Price shall be adjusted accordingly. The total sum paid to the service provider shall include only such amounts, for the work, supplies or services to which the Sum relates, as the Employer shall have instructed.
- For each sum, the Employer may instruct plant, materials or services to be procured by the service provider in accordance with the Employer's policies, and for which there shall be included in the Contract Price:
- The actual amounts paid (or due to be paid) by the service provider, and
 - A sum for compilation and printing of procurement documentation, quotation/tender process and evaluation, and all overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate tendered in the Pricing Schedule, provided that for Prime Cost sums only, the tendered rate excludes profit.
- The service provider shall produce all quotations, invoices, vouchers and accounts or receipts in substantiation of any claim under a sum.
- Any percentage adjustment (mark-up) against the sum for handling fee, profits, etc. shall not be negative.

16. A tender may be deemed unresponsive if the unit rates or lump sums for some of the items in the Pricing Schedule are, in the opinion of the Employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments.
17. All rates and sums of money quoted in the Pricing Schedule shall be in South African Rand and whole cents
18. *All rates will be calculated from contractor's offices/workshop/workplace facility which should be within jurisdiction of the City of Mbombela.*
19. *All material, labour, transport, supervision tools and equipment supplied by Contractor. However, council reserves the right to either purchase materials and spare parts for use by and to supply it to the contractor or alternatively to accept the materials and spare parts at prices submitted by the contractor as per this agreement, whichever proves to be the most economical for the council*
20. For the purposes of this Schedule of Activities, the following words shall have the meaning hereby assigned to them:

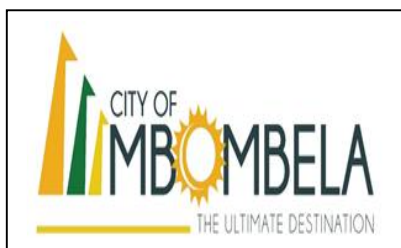
Unit	: The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.
Quantity	: the number of units of work.
Rate	: The payment per unit of work/provision of services at which the Bidder bids to the work.
Amount	: The quantity of an item multiplied by the Bided rate of the (same) item.
Sum	: An amount Bided for an item, the extent of which is described in the Schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.
Provisional Sum (PS)	: An amount allowed for in the Pricing Schedule for which the quantity of work is not known.
Prime Cost (PC)	: Is a specific type of Provisional Sum where payment is made on the production of invoices showing the cost price of the implementation or installation of the service required. Services rendered in this manner carry a mark-up for which a rate is offered at tender stage to cover all the tenderer's handling, supervision and liability costs in providing the item or services.
Lump Sum (LS)	: An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units.

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

mm	=	millimetre
m	=	meter
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square meter-pass
No	=	Number
m ³	=	cubic meter
m ³ -km	=	cubic meter kilometre
kW	=	kilowatt
W	=	Wattage
kg	=	kilogram
l	=	litre
kl	=	kilolitre
MI	=	mega litre
t	=	ton (1 000 kg)
%	=	per cent
MN	=	mega-Newton
MN-m	=	mega-Newton-meter
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum
Sum	=	Lump Sum

22. **Mark-up on any other items not included in the pricing schedule (i.e materials, spare parts, strip and quote parts):** A mark-up of 15% on the supplied net original invoiced value of materials and spare parts shall be allowed by the council. This mark-up shall not include all profits, overheads, handling fees, guarantee, delivery to site etc.
24. **The Estimated Quantities in the Bill of Quantities are for evaluation purposes, the successful bidder will be appointed based on rates.** The quantities of work finally accepted and certified for payment, and not the quantities given in the Pricing Schedule, will be used to determine payments to the service provider.

The validity of the Contract shall in no way be affected by differences between the quantities in the Pricing Schedule and the quantities finally certified for payment. Work is valued at the rates tendered.



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Part C2.2: Pricing Schedule

SECTION (A)

Maintenance scenario for a call out that requires the services of 1 artisan, 1 assistant and replacement of defective or damaged equipment valued at R6 500 Vat exclusive. Should the value of damages be lower than the replacement item by 10%, the project manager will have powers to recommend a new installation. The old equipment shall remain the property of the municipality and will be disposed of in line with the approved SCM Policy of the municipality.

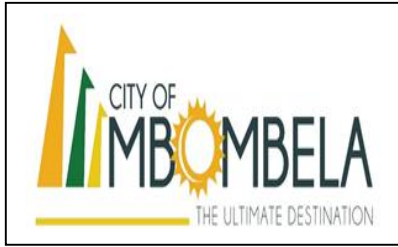
Item	Rate/Amount	Estimated Quantity	Total
Labour costs/hour: Qualified Personnel (artisan)	R per hour	2080 hrs.	R
Labour costs/hour: Semiskilled personnel (assistant/handyman)	R per hour	2080 hrs.	R
Labour costs/day: Labourer	Daily rate R160.00	365 day	R58 400.00
Cost of Parts/equipment replaced	R2 600 000.00	01	R2 600 000.00
Mark-up on parts replaced	_____ %	Rands	R
Transport costs (2000kms return trip)	R	2000 kms	R
Grand total			R
15% VAT			R
Grand Total Including VAT			R
TOTAL PRICE SECTION A			R
TOTAL PRICE SECTION B			R
TOTAL SECTION A & B (this amount must be reflected on the form of offer)			R

SECTION (B)

Supply, installation and commissioning of new air conditioners (most widely used sizes), excluding electrical accessories but including brackets where applicable

- Only non-Ozone depleting refrigerant to be used on all new installations (R410A, R-407C and R134A).
- Back to back installation implies a minimum pipe run of 3 meters.

Air conditioner types	Size	Brand	Estimated Qty	Installation Cost
Mid-wall split unit, inverter type	12000btu		*50	
Mid-wall split unit, inverter type	18000btu		*50	
Under-ceiling split, inverter type	24000btu		*50	
Under-ceiling split, inverter type	36000btu		*50	
Under-ceiling split, inverter type	48000btu		*50	
Cassette, inverter type	48000btu		*50	
Grand Total				R
VAT 15%				R
Total including VAT				R
SECTION B				R



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Part C3: Scope of Work

1. Project Objective

The purpose of the project is to appoint a panel of service providers to do breakdown maintenance and repair work on a call-out basis on the heating, ventilation, air conditioning and refrigeration equipment of all Council buildings and facilities at City of Mbombela in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety and aviation related legislation. **The Contract include some elements of construction or refurbishment as well as a continuous or operational service activities.**

The objective of this contract is that the appointed panel of contractors shall avail all the necessary personnel, equipment and transport on a monthly 24/7 call out basis.

2. Abbreviations

- CoM: City of Mbombela

3. Overview of the works

The Contractors shall maintain, service and test the heating, ventilation, air conditioning and refrigeration equipment of all Council buildings and facilities at City of Mbombela Municipality jurisdiction and attend to all callouts, repairs and ad hoc maintenance pertaining to operational failures.

The maintenance contract shall be divided into two part as follows:

- i. Planned or Preventive maintenance of heating, ventilation, air-conditioning and refrigeration equipment
- ii. Ad hoc or Break down Maintenance of heating, ventilation, air-conditioning and refrigeration equipment
- iii. Supply, install and commissioning of new heating, ventilation, air-conditioning and refrigeration equipment

The contractors shall attend to all callouts and/or ad hoc maintenance and the response times shall be as stipulated in this contract. Where the contractor is called out for faults or requested to provide a service, the contractor shall only be paid for the labour, material and services that have been consumed during the callout or request of service and mark-up rates shall also apply for all third party items, services and spares.

4. Scope of Work

The service providers will be expected to demonstrate understanding of the work through a systematic assessment methodology, detailed task breakdown and sound safety management practices. The scope of work is guided by, but not limited to, the following:

- a) Breakdown repairs will be done on a rotational basis among the appointed service providers in line with Council's SCM policies. Job cards will be required for all completed repairs and applicable rates will be set before commencement of the contract.
- b) Planned renovations, refurbishment, upgrading and installation of new of heating, ventilation, air-conditioning and refrigeration equipment will be done on a competitive quotation basis with appointed service providers being given a chance to submit quotations.
- c) Provision of professional services such as plant performance assessments, compilation of specifications, drawings and cost estimates, project programs and execution plans are also included in the contract scope.
- d) Due to a recurring need to speedily renovate and prepare underutilized Council buildings for occupation, previous experience and timeous completion of new maintenance / or new heating, ventilation, air-conditioning and refrigeration equipment as projects is a requirement of the project.
- e) Evaluation of submitted bids on price basis will be done according to the information supplied by bidders in the maintenance scenario and Pricing schedule supplied.
 - Completion of the Pricing schedule supplied is therefore a compulsory condition for this bid.
- f) The following costs are fixed for the first year of the contract; Transport costs are fixed at R6-50 per kilometre, daily rates for general labourers are fixed at R160 per day and mark-up for parts replaced is fixed at 10%. (Price competitiveness of bidders will therefore be judged on their skilled and semi-skilled labour rates)
- g) Due to the short turnaround time and standardization on the installation and repairs of air conditioners and the heating, ventilation, air-conditioning and refrigeration equipment the Municipality recommends the following specification must be adhered to as the following:
 - Mid-wall split unit, inverter type (12000 BTU) of heating, ventilation, air-conditioning and refrigeration equipment
 - Mid-wall split unit, inverter type (18000 BTU) of heating, ventilation, air-conditioning and refrigeration equipment
 - Mid-wall split unit, inverter type (24000 BTU) of heating, ventilation, air-conditioning and refrigeration equipment
 - Mid-wall split unit, inverter type (36000 BTU) of heating, ventilation, air-conditioning and refrigeration equipment
 - Mid-wall split unit, inverter type (48000 BTU) of heating, ventilation, air-conditioning and refrigeration equipment
 - Cassette, inverter type, inverter type (48000 BTU) of heating, ventilation, air-conditioning and refrigeration equipment
- h) Each installation and repairs must carry a warranty of 12 Months. And the service provider will be required to repair any defect within the warranty period at their own costs.

5. Detailed Service scope

5.1 Unless otherwise specified herein, the contractor shall provide all supplies, personnel, equipment, tools, materials, supervision, and other items or services necessary for the maintenance and repair of heating, ventilation, air-conditioning and refrigeration equipment as defined in this scope.

Tools and equipment used shall be in good working order, with current and valid SABS Calibration Certificates where applicable and the correct tools for the job.

The personnel supplied must be able to use the tools and be able to interpret any results obtained.

5.2 All services and materials shall be of a type and quality that conform to applicable SABS and SANS specifications and standards.

5.3 All services, materials, and equipment to be used in the performance of work described herein are subject to the approval of CoM.

5.4 The contractor shall perform service call work, recurring work, and preventive maintenance.

5.5 The contractor shall receive all service call requests directly from CoM (Corporate Service) representatives. Calls shall be classified by the contractor as emergency, urgent, or routine.

5.6 The contractor shall respond accordingly for emergency and urgent calls.

5.7 A log shall be maintained of all service calls received; a description of the problem or requested work, date and time received site/substation/equipment name and number, and caller's name/telephone number shall be recorded for each call.

5.8 The contractor shall plan and schedule work to assure material, labour, and equipment are available to complete work requirements with regard to established time limits and quality standards. Verbal scheduling and status reports shall be provided when requested by General Manager.

5.9 Emergency service calls will be classified as emergency at the discretion of CoM.

5.10 Generally, emergency calls consist of correcting failures that constitute an immediate danger to personnel; threaten to damage property, or threaten to disrupt operations.

5.11 Urgent service calls will be classified as urgent at the discretion of the CoM.

5.12 Generally, urgent calls consist of providing services or correcting failures which do not immediately threaten personnel, property, or activity missions, but will soon inconvenience and/or affect the health or well-being of personnel, and lead to property damage.

5.13 Routine service calls will be classified as routine when the work does not qualify as an emergency or urgent call.

5.15 The contractor shall have procedures for receiving and responding to emergency services within the specified response time seven days a week, including weekends and holidays and provide on-call response within 30 minutes for weekends, holidays, and after normal duty hours for emergency service calls.

5.16 Emergency service work shall be continuous 24 hours a day, 7 days a week (including public holidays) until completed, unless approved by CoM.

5.17 The contractor must be on the job site and working within 60 minutes after receipt of an emergency service call. The contractor shall work without interruption and shall correct, remedy, or take other action as required to contain the emergency service call before departing from the job site.

5.18 The Contractor shall have procedures for receiving and responding to urgent service calls within one hour after receipt of an urgent service call received during regular working hours, and within 2 hours for urgent calls received after regular working hours, on weekends, or holidays.

5.19 All routine service calls shall be completed within 2 working days after receipt. Routine calls shall be normally accomplished during regular working hours, Monday through Friday.

5.20 Recurring work includes preventive maintenance and start-up/shutdown of systems. The contractor shall maintain sufficient parts, materials, and equipment on hand to perform all recurring work as specified. Preventive maintenance consists primarily of inspection, lubrication, calibration, adjustment, and minor part and component replacement (e.g., filter, belts, fluids, oil, and grease) as required to minimize malfunction, breakdown, and deterioration of equipment; and the identification of and/or performance of any repairs required to ensure the equipment is operating per manufacturer's standards. The contractor shall complete all identified repairs and provide all necessary services, parts, and materials as part of the preventative maintenance as recommended by the OEM.

6. Performance Indicators

6.1 CoM will monitor contractor's performance and report it on a regular basis.

6.2 Contractor's Performance Indicators are as follows: a. Service Quality: % defect free deliveries received
b. On-time delivery: % of complete service delivery and on time, based on agreed standards.

6.3 Contractors are expected to work with CoM to improve performance and/or process capability where needed.

6.4 Contractor's qualification status will be adjusted based on on-going performance.

6.5 In cases of repeated poor performance or failure to improve, the contract shall be terminated.

7. Cost Recovery

7.1 Contractors shall assume the costs incurred by CoM, as a result of defective supplies, services or product liability issues.

7.2 Contractors must have liability and third party insurance policy in amounts, which are agreeable to CoM.

8. Modification/Improvement Process

8.1 Any change to the original service or product design must be approved by CoM prior to implementation.

8.2 A Request for Change needs to be submitted to CoM and approved prior to implementing the change.

8.3 The contractor shall keep records of all requests and corresponding CoM approvals.

9. Quality Plans and Control

9.1 All work and services must be executed in accordance with prevailing industry norms and standards relating to quality.

9.2 In this regard, the Contractor will be expected to draft quality plans for the CoM from time to time.

10. Key Personnel

10.1 The schedule of key personnel to this Contract (as per the Schedules) will, as a minimum, include all persons from Cable Jointers, Electricians, Testing technicians, Engineers up to management level.

10.2 For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. More requirements regarding staff competence, qualification and ability shall be provided in the Annexes.

10.3 Should the CoM experience difficulties (also relating to maintaining a professional working relationship) with any of the above personnel, he/she may instruct the Contractor to replace the person forthwith with another person of similar ability as per NE3 TSC requirements.

11. Management Meetings

11.1 The Contractor will be expected to attend meetings relating to maintenance, operations, contract management and other issues at least once a month or as to address issues that may arise from time to time.

11.2 As far as is practicable, the Contractor will make all required persons available for these meetings.

11.3 The Contractor shall not submit claims for payment for staff attending any of these meetings.

12. Proof of compliance with the law

12.1 The CoM may at any time request from the Contractor reasonable proof that the Contractor is in compliance with any law or regulation.

13. Safety and Accident Prevention

13.1 The contractor shall formulate and submit, within 30 days after the conditional contract award date, a written safety and health plan for acceptance by the CoM. The written plan shall include the details of the contractor's safety organization, responsibilities, method of program implementation, and how hazards and deficiencies shall be identified and corrected. It shall detail employee's responsibilities for: protection of CoM property and safety of others, employee's responsibilities for reporting all mishaps, and establish procedures for reporting or correcting unsafe conditions, hazards, or practices. The plan shall also contain mishap notification and reporting procedures.

13.2 The contractor shall ensure employees have safety education when engaged in activities involving CoM facilities, personnel, or equipment.

13.3 The contractor shall immediately notify CoM safety personnel of all accidents/incidents involving employee use of and/or damage/injury to facilities, equipment, or personnel.

13.4 The contractor shall require their personnel to wear safety shoes/boots in accordance to OHSA standards.

13.5 The contractor shall provide all required personal protection equipment, e.g. respirators, hearing protection, eye protection, gloves, steel-toed boots, aprons, masks, face shields, reflective vests, etc. as required by OHSA standards. Where applicable test certificates shall be included to guarantee conformance.

13.6 The Contractor shall be fully responsible for compliance to the Occupational Health and Safety Act for all persons, equipment and installations relating to this Contract.

13.7 Wherever Com owned equipment and/or tools are utilized, the Contractor shall be solely liable for compliance of such equipment or tools with the Occupational Health and Safety Act (as most recently amended) as if the Contractor is both the owner and user of such equipment and/or tools.

13.8 All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the OHS Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided to the CoM.

13.9 The contractor's Workmen's Compensation fees must be up to date. A copy of the Contractor's WC registration shall be produced on request.

13.11 All Contractors must ensure that his/her employees are familiar with the existing emergency procedures and must co-operate in any drills or exercises, which might be held. Emergency / fire equipment and extinguishers shall not be obstructed at any time.

13.12 No person shall perform an unsafe / unhygienic act or operation whilst on CoM premises.

13.13 No unsafe/dangerous equipment or tools may be brought onto or used on CoM premises. CoM reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to the CoM and without affecting the terms of the Contract in any way.

13.14 CoM reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any costs or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag and pockets.

13.15 The Contractor shall maintain good housekeeping standards in the area where he is working for the duration of the contract.

13.16 At no time must the Contractor interfere with, or put at risk, the functionality of any fire detection and/or fire prevention system. Care must also be taken so as to prevent fire hazards.

13.17 The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include: safety shoes, overalls (clearly marked with Contractor's company logo) and reflective jackets. All costs relating to uniforms shall be for the Contractor's account.

14. Service Specification

Normal working hours shall mean from 0800Hrs to 17Hrs Monday to Friday and excludes weekends and Holidays.

All services shall be done in accordance to SABS standards, OSH ACT, manufacturer's specifications and any other applicable statutory regulations.

15. Service Activities

The maintenance activities include the following:

Preventative maintenance, defined as any planned overhaul, replacement, inspection or tests conducted with the purpose of preventing specifically defined failures through maintaining the condition of the infrastructure or assessing its condition for the purposes of corrective maintenance.

Corrective maintenance is defined as the activity following a preventative maintenance inspection, test or condition assessment with the purpose of correcting a problem or restoring the condition before the failure occurred.

Breakdown maintenance is defined as that maintenance which was unforeseen and is necessary to restore the serviceability of the infrastructure.

Project maintenance, defined as that maintenance which involves the development of new facilities or changing of existing facilities.

The preventative maintenance is performed to prevent failures from occurring. The Contractor shall be held liable for the repair of any failure if the Contractor failed to identify the failure condition on the maintenance report and notify the contract supervisor for the necessary corrective maintenance authorization.

Therefore, the Contractor shall include any further preventative maintenance recommendations, which in his/her opinion are necessary for the specific and other failure prevention.

The contractor shall complete a job card and job report for each maintenance activity as issued by CoM.

16. Logistical Support

Equipment, Spares and Materials: It will be expected that the Contractor maintains an inventory of equipment, spares and materials or have access to those spares without compromising response times.

The contractor shall, at all times, stock any special equipment necessary for the execution of the works to ensure that down time on equipment is kept to a minimum.

Safety and Housekeeping: Good safety and housekeeping practices shall be entrenched in daily maintenance practices. The Contractor shall comply with all safety regulations prescribed by CoM. It is the Contractors responsibility to know and understand the regulations. CoM's employer representative has the right to perform routine or ad-hoc inspections of workshops, storage areas and work sites.

With reference to the OHS ACT it shall be expected that the Contractor appoint an employee as the mandatory person with the associated responsibilities on site.

Service History: Apart from the preventative maintenance recording, each corrective and breakdown maintenance will have a completed maintenance history report and the contractor shall submit information for the provision of this report.

Continual improvement: This contract encourages the analysis of maintenance trends to identify deficiencies and implementation of improvement actions.

17. Procurement

The Contractor will respect OEM warranties to CoM at all times when procuring spare parts, products or 3rd party services. It will be the Contractor's sole responsibility to ensure that OEM warranty requirements are adhered to at all times.

Where Contractors use or quote on spare parts of a lower quality than recommended by the OEM, or parts not recommended by the OEM, this shall be clearly indicated to the CoM on the quotation. This also implies that the Contractor will have to build relationships with the various key OEM's.

18. Subcontracting

No part of this Contract may be subcontracted unless with written approval from CoM. CoM shall be under no obligation to grant such approval. Should any part of this Contract be subcontracted, the Contractor will be responsible for all Works (or failure to affect the Works) as if it was done so by the Contractor.

19. Particular / generic specifications

All work shall conform to all relevant SANS standards, OHS ACT regulations and all other legislation that might be relevant to this Contract and the execution thereof.

All work shall be carried out in accordance with prevailing industry norms and best practice and will at all times comply with OEM requirements.

20. Quality plans and control

All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the Contractor will be expected to draft quality plans for the CoM from time to time. Emphasis must be on improving system reliability and on ensuring that rostered maintenance work is indeed performed as and when required.

21. Environment

The Contractor will keep noise and dust levels to a minimum. At no time shall his/her work result in nuisance, interference or danger to the public or any other person working at the CoM.

At no time shall the Contractor:

- allow any pollutant or toxic substance to be released into the air or storm water systems
- interfere with, or put at risk, the functionality of any system or service
- cause a fire or safety hazard

22. Format of communications

Work instructions, daily check sheets, monthly maintenance reports, inventory reports, breakdown reports, exception reports, etc. will all be in a format as agreed with the CoM.

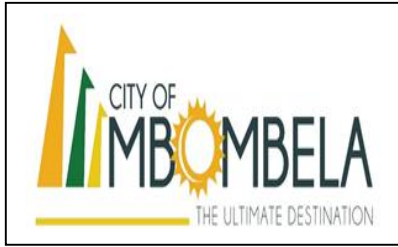
23. Particular / Generic specifications

5.1 All services, works, material and accessories shall conform to all relevant SABS and SANS standards, OHS Act regulations and any other legislation that might be relevant to this Contract or the execution thereof.

5.2 All services and works will be carried out to the standards as required by:

- The Original Equipment Manufacturer (OEM) for each piece of equipment;
- Prevailing applicable governing laws and/or regulations;
- Prevailing industry norms and best practice;
- Com requirements as delegated by the General Manager (Energy) from time to time;
- CoM Electrical Reticulation Standards & Supply Method
- CoM Electricity Supply By-Law
- Any other requirements which might have been omitted by this document.

5.3 Where OEM standards differ from those required by the CoM, the more stringent requirements shall apply. The Contractor will be fully responsible for obtaining (and keeping up to date with) said requirements.



CITY OF MBOMBELA

COM 40/2023

TRIENNIAL TENDER FOR THE APPOINTMENT OF A PANEL OF GENERAL MAINTENANCE CONTRACTORS OF ALL HEATING, VENTILATION AIR-CONDITIONERS AND REFRIGERATION EQUIPMENT FOR CITY OF MBOMBELA AS AND WHEN REQUIRED

Part C4: Site Information

1. Information about the *site* at time of tender which may affect the work in this contract

The Works are located within City of Mbombela supply area, which is a restricted and access controlled area. The contractor will have to adhere to all CoM requirements regarding access control, security, fire, health and safety.

2. Details of existing Infrastructure / facilities which *Contractor* is required to work on

As built drawing are available on request for any areas that would require work.

3. Safety Management

- The *Contractor* must be registered with the Occupational Health and Safety Commission.
- The *Contractor* submits a Health and Safety Plan to the *Employer* for work to be performed.
- The Health and Safety plan must include a Risk Assessment of the activities with mitigating methods that will be used to prevent accidents.
- The Health and Safety plan must be implemented and monitored to ensure its integrity.
- Details of *Contractor's* appointed Health and Safety Committee members must be included and appointed in writing.
- The *Contractor* in writing must appoint all competent person/s.

4. Existing Services, Servitudes and Way Leaves

It is the responsibility of the contractor to identify all the existing services that could be affected and arrange accordingly with relevant Municipality department, client and/or other affected stakeholders.

5. Areas

The project will cover the City of Mbombela area of supply within the following regions:

- i. **Central Region** (Nelspruit and the surrounding areas).
- ii. **Southern Region** (Barberton / Umjindi and the surrounding areas)
- iii. **Eastern Region** (Kabokweni and the surrounding areas)
- iv. **Northern Region** (Hazyview and the surrounding areas)

NOTES / CHECKLIST FOR RETURNABLE DOCUMENTS STIPULATED UNDER SPECIAL CONDITIONS OF TENDER DOCUMENTS AS MANDATORY REQUIREMENTS. THIS DOCUMENT SHALL BE APPLICABLE TO ALL TENDER DOCUMENTS OF THE CITY.

Preamble

The objective of this checklist is aimed at ensuring that interpretation and application of the special conditions and other mandatory requirements at Bid Evaluation Committee (BEC) & Bid Adjudication Committee (BAC) are aligned as envisaged by the Bid Specification Committee (BSC). This will enhance consistency and uniformity in the entire bid committee system whilst promoting “user friendly” principles by simplifying tender requirements to all interested prospective bidders.

ITEM NO:	DESCRIPTION / RETURNABLE DOCUMENTS	NOTES	FOR OFFICE USE ONLY	
			CHECKLIST	YES or NO or N/A
1.	Company Registration Certificate	<p>a) It's a certificate issued by the Companies and Intellectual Property Commission in line with section 14 of the Companies Act 78 of 2008</p> <p>b) A Certificate issued by CIPRO in line with section 2 of the Close Corporation Act 69 of 1984</p> <p>NB: The registration of Close Corporations (CCs) was replaced by introduction of the New Companies Act which came to effect in April 2011. CCs to be recognized as valid registration certificate will be up to 2010.</p>	Has the bidders attached a valid company registration document in line with the applicable legislation?	
2.	Company Profile	<p>a) A Company Profile is a professional introduction of your Business that aims to inform Clients about its purpose, vision, trustworthiness, products and services, and experience of your Company. It is basically a “CV for your Business/Company”</p>	Has the bidder attached a company profile and its experience is relevant to add value on this project?	

3.	<p>Certification of documents to be submitted together with the tender document.</p> <p>I.e. ID Copies of business owners, qualifications, Licenses and certificates, accreditation by professional bodies, proof of ownership document, appointment letters, completion certificates, etc.</p>	<p>a) The certification of documents must be done by a commissioner of oath as prescribed in the Justices of the Peace and Commissioners of Oaths Act 16 of 1963 and its Regulations.</p> <p>b) Acceptable certified copies are copies originally certified from any police station, post office, Lawyers or notary public (who are members of a recognised professional body), Actuaries or accountants (who are members of a recognised professional body), Members of the judiciary, Directors, managers or company secretaries of a banks or regulated financial services business.</p> <p>c) <i>Commissioner of Oaths stamps can be purchased at Stationary shops, but it can be custom made following the below example:</i></p> <div data-bbox="808 655 1563 1225" style="border: 1px solid black; padding: 5px;"> <p>CERTIFIED TRUE COPY OF THE ORIGINAL DOCUMENT. THERE ARE NO INDICATIONS THAT THE ORIGINAL DOCUMENT HAS BEEN ALTERED BY UNAUTHORISED PERSONS. Designation (rank)ex officio: RSA Date: Place Business Address: Commissioner of Oaths Signature Full Names</p> </div> <p>NB: All certified copies must NOT exceed three months and be originally certified.</p>	<p>Has the bidder certified all documents to be certified as per special conditions of bid?</p> <p>Check validity on the date, check if the commissioner of oaths stamp is compliant as per example copied from the Regulations.</p>	
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4.	Central Supplier Database (CSD) Full report, (Summary report will NOT be acceptable). N/B CSD Report date should not be more than 30 days before Bid closing date.	a) The City requires that all prospective bidders should be registered on CSD. This is aimed at verification of email addresses, phone numbers, banking details, company registration numbers, tax status with SARS, state employees, etc.	Has the bidder attached a full CSD report, are tax matters in good order, are the directors not in the employment of any state and the CSD report is not older than 30 days from the closing date?	
5.	Tax Compliant Status (TCS)	a) Prospective bidders are required to attach a valid TCS together with the tender document.	Has the bidder attached a valid (not expired) TCS? The designated official should verify the bidder's tax compliance status prior to finalization of the award of a bid or prize quotation. Where the recommended bidder is not tax compliant, the bidders should be notified of their non-compliant status and the bidder must be requested to submit to the City within 7 working days, written proof from SARS of their tax compliance status or proof from SARS that they have made arrangements to meet their outstanding tax obligations. The proof of tax compliance status submitted by the bidder to the City must be verified via the CSD report or e-Filing. The City should reject a bid submitted by the bidder if	

			such a bidder fails to provide proof of tax compliance status within the timeframe stated above (See MFMA Circular No: 90).	
6.	Certified copy of B-BBEE Certificate / affidavit for B-BBEE status level of contributor (to claim points only).	<p>a) EMEs in terms of the B-BBEE Act 53 of 2003 may submit a sworn affidavit confirming annual total revenue and level of black ownership or Certified Copy of B-BBEE Certificate.</p> <p>b) Bidders other than EMEs and QSEs MUST submit their certified copies of valid B-BBEE status level verification certificate, substantiating their B-BBEE rating issued by a registered auditor approved by IRBA or a verification agency accredited by SANAS.</p> <p>c) A trust, consortium or joint venture 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 a consolidated B-BBEE scorecard is prepared for every separate bid.</p> <p>NB: There is NO consolidated affidavit for B-BBEE status level of contributor. Only consolidated B-BBEE certificate will be considered for JVs / Consortium & large companies that are making an annual turnover in excess of R50 million including value added tax (VAT). <i>This is not a disqualifying factor, non-adherence will lead to no allocation of B-BBEE points.</i></p>	<p>Is the copy B-BBEE Certificate valid?</p> <p>Is the sworn affidavit for EME / QSE in line with the threshold for EME and EME and valid?</p> <p>If the tendering entity is a JV / Consortium / Large company, has the bidder attached a certified copy of a valid and consolidated B-BBEE certificate in order to claim points as prescribed by the MSCM Regulations?</p> <p>Is the copy of B-BEE certificate certified by the Commissioner of Oaths reflects as prescribe on the regulations of the Act?</p> <p>Is the affidavit for B-BBEE stamped and signed by commissioner of oaths? I.e. full names and signature, force/practice number, designation / rank, date and address.</p> <p>Is the certification date not older than 3 months and original ink is clear on the</p>	

			document to confirm if it is originally certified?	
7.	Formal agreement must be attached in case of a joint venture (JV) or consortium.	a) The JV/consortium must amongst others, reflect clear profit and losses sharing percentages. It is compulsory that the lead partner must have at least 51% majority shares in the JV/consortium.	If the tendering entity / bidder is a JV/Consortium, has the bidder attached a detailed JV/Consortium agreement with all critical information?	
8.	In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit separate required returnable documents.	a) This will not be applicable to functionality and B-BBEE requirements.	If the tendering entity / bidder is a JV/Consortium, have the parties involved attached all individual required documents as per special condition of bid?	
9.	<p>Latest municipal rates and taxes certificates from relevant local authority for the business and all business directors</p> <p style="text-align: center;">OR</p> <p>Proof of resident from tribal authority for the business and all business directors</p> <p style="text-align: center;">OR</p> <p>Lease agreement with the Lessor's latest municipal rates and taxes certificates from relevant local authority. NB: All accounts owing any municipality for more than 90 days will be disqualified as prescribed on the MSCM Regulations.</p>	<p>a) If the business is operated and its director(s) are residing within a municipal area, bidders are expected to attach latest municipal rate and taxes certificates for the business and ALL its directors.</p> <p>b) If the business is operated and its director(s) are residing within a tribal authority. Bidders are expected to attach proof of resident for the business and ALL its directors.</p> <p>c) If the business directors are leasing a facility for residential purposes, they are required to attach individual lease agreement with lessor's latest municipal rates and taxes for a facility is within a Municipal boundary and if the business is renting office / business facility, the bidders are required to attach lease agreement for the business with lessor's latest municipal rates and taxes for a facility within a municipal boundary.</p>	<p>Has the bidder attached latest municipal rates and taxes from relevant local authority for the company / business and all company directors / owners?</p> <p>In case of lease, has the bidders attached lease agreements and lessor's proof of res from a tribal authority or latest municipal rates and taxes certificate?</p> <p>Is the account not in areas for more than 90 days (3 months)?</p>	

		<p>If the facility leased is in a rural area, lease agreement will be accompanied with the lessor's proof of residential from a tribal authority.</p> <p>NB: <i>Domicilium citandi at executandi</i>: Domicilium citandi et executandi is a Latin legal term meaning the address nominated by a bidder in a legal contract where legal notices may be sent. Bidders are encouraged to update their addresses when they relocate their businesses and the preferred address on the CSD should be in line with the address on the Company Registration Document. It is the responsibility of the bidder to ensure that all physical addresses reflected either on the company registration document and CSD are not owing any municipal rates and taxes for more than three months including the Lessor's municipal account in case of lease. The rationale behind this requirement is the enhance revenue in RSA municipalities as enshrined on the Municipal Systems Act 32, 2000. Failure to attach is an immediate disqualification but failure to align addresses will not be a disqualifying factor, however all addresses reflected on the both the CSD and company registration document will be subjected to this requirement.</p>		
10.	<p><u>Forging of documents/certificates</u></p> <p>The City has noted that prospective bidders are allegedly submitting fraudulent and forged documents when bidding for tenders. Bidders are advised not to commit fraudulent activities and forge documents. The City will ensure that this Act is adhered to by reporting all abusers of the SCM system to SAPS and enlist them on the Register of Tender Defaulters as prescribed on section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.</p>	<p>Section 34(1)(b) of the Prevention and Combating of Corrupt Activities Act 12 of 2004, stipulates that: <i>"any person who holds a position of authority and who knows or ought reasonably to have known or suspected that any other person has committed the offence of theft, fraud, extortion, forgery or uttering a forged document involving an amount of R100 000 or more, must report such knowledge or suspicion or cause such knowledge or suspicion to be reported to any police official"</i>.</p> <p>Section 34(2) of the same Act stipulates that: <i>"subject to the provision of section 37(2), any person who fails to comply with subsection (1), is guilty of an offence"</i>.</p>	<p>Are there any suspicious / alleged fraudulent or forged documents?</p> <p>If yes, has the matter been reported to the nearest SAPS following correct institutional protocol?</p> <p>Has the matter been registered with the Registrar to enable due processes and per the Act?</p> <p>NB: The minutes of the BEC / BAC should detail all the elements of alleged</p>	

	Abusers of the SCM system, amongst other penalties, may be restricted to do business with any Public Institutions for a period NOT exceeding 10 years (see section 28 of this Act).		fraud and forged documents.	
11.	Copy of Public Liability insurance. Only insurance covers from registered and authorized financial service providers will be accepted.	a) Public liability insurance may vary from one project to another on the basis of the level of risk and complexity of the project. Minimum cover to be determined by the BSC prior consultation with the project manager if deemed necessary.	If applicable, is the bidder compliant with the minimum cover stipulated in the bid document? Is the public liability insurance from a registered financial institution?	
12.	Recent audited / independently reviewed financial statements for three consecutive years. NB: if a company provides any financial statements in terms of section 29 of the Companies Act, such statements must comply with the provision of the Act.	a) Applicable to private companies that are not managed by its owners, if: <ul style="list-style-type: none"> - It compiles its financial statement internally and its public interest score is less than 100. - It has its financial statements compiled independently and its public interest score is between 100 and 349. - the public interest score is 350 points or more, is required for an audit to be conducted. 	Has the bidder furnished MBD 5 as mandatory for all projects estimated to be in excess of R10 million? Has the bidder attached the relevant AFS as required by law and is it aligned with his/her declaration on MBD 5? False / mismatched / inconsistent declaration may lead to immediate disqualification.	
13.	Recent annual financial statement (AFS) for three consecutive years (unaudited AFS). NB: if a company provides any financial statements in terms of section 29 of the Companies Act, such statements must comply with the provision of the Act.	a) Applicable to private companies with a public interest score of less than 100. b) If, with respect to a particular company, every person who is a holder of, or has a beneficial interest in, any securities issued by that company is also a director of the company, that company is exempt from the requirements in this section to have its annual financial statements audited or independently reviewed.	Has the bidders furnished MBD 5 as mandatory? Has the bidder attached the relevant AFS as required by law in line with his/her declaration on MBD 5?	

		NB: An independent review will suffice if the company has opted to have its financial statement audited or is required by its Memorandum of Incorporation (MOI) to do so.		
14.	Functionality / Quality for evaluation of complex projects	<p>a) Functionality test refers to evaluation of bidders on various aspects of the contract to establish if the bidders has the capabilities to execute the contract or not. The various aspect may include but not limited to: track record and experience on similar projects, human resource and their individual experience, financial capabilities, relevant technology, etc.</p> <p>NB: Functionality will not be compulsory for all projects but for complex projects. Functionality criteria will vary from one project to another.</p>	<p>Has the bidder met the minimum threshold on functionality in order to qualify for further evaluation on price and B-BBEE?</p> <p>Has the bidders been scored in line with the evaluation criteria set on the tender document?</p> <p>All portfolio of evidence attached and certified as stated on the bid document?</p>	
15.	The Compensation for Occupation Injuries and Diseases Act 130 of 1993 (COIDA)	<p>a) The COIDA provides for compensation for disablement caused by occupational injuries or diseases sustained or contracted by employees in the course of their employment, or for death resulting from such injuries or diseases, hence bidders are expected to attach COIDA certificates in line with their specialize area aligned to the type/nature of business.</p>	<p>If applicable, is the COIDA certification / letter of good standing attached, valid and reflects the nature of work in line with the scope of works?</p>	

