



**THE PROVISIONS OF GROUNDS MAINTENANCE SERVICE TEAMS FOR KINGSTONEVALE  
WWTW.**

**Bid No. NST/01/2024**

**Compulsory Briefing Session: 19 January 2024 @ 09h00**

**Venue: Kanaal Silulumanzi Boardroom**

**Closing Date: 31 January 2024**

**Closing Time: 10:00 am**

<b>Name of Bidder:</b>	
<b>Tel. No.:</b>	
<b>Address:</b>	
<b>12 Months Offered Bid Amount (Excl VAT)</b>	<b>R</b>

<b>Company:</b> <b>SILULUMANZI – A SAWW Company</b> P.O. Box 12753 <b>MBOMBELA</b> 1200	<b>General Enquiries &amp; Procurement:</b>  Mr Samuel Thobela  Tel: 013 752 6839
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**PART T1: BIDDING PROCEDURES**

- T1.1 Bid Notice and Invitation to Bid**
- T1.2 Bid Data**
- T1.3 Standard Conditions of Bid**

**CHECKLIST FOR COMPULSORY DOCUMENTS AND INFORMATION**

*NB: ANY BIDDER WHO DO NOT SUBMIT THE COMPULSORY DOCUMENTS WILL BE DISQUALIFIED.*

Compulsory Documents	Please check if submitted		
	YES	NO	N/A
Form of Offer signed			
Compulsory Enterprise Questionnaire			
Attended Compulsory Clarification Meeting			
Company Registration Certificate - <b>Certified</b>			
Proof of Authority for Signatory			
Valid Tax Pin Certificate			
Proof of Locality –Mbombela Municipality Electricity Bill or Silulumanzi Water Bill or Letter from local Tribal Authorities.			
Letter of good standing			

**T1.1 BID NOTICE AND INVITATION TO BID**

Silulumanzi hereby invites Bidders for the provision of Grounds maintenance Services teams for the following area:

- **Kingston vale Wastewater Treatment Works.**

It is compulsory that Vendors download a copy of the **Bid** document that will **ONLY** be available as from 15 January 2024 @10h00 am on the **Silulumanzi website: <https://ww.silulumanzi.com/>** on the Procurement's Folder: Tenders and Notices.

A compulsory briefing session will be conducted at Kanaal Silulumanzi Workshop, 1200, on the 19<sup>th</sup> of January 2024 at 09H00.

Completed Bids sealed in an envelope marked: Bid No: NST/01/2024, and name of the Bidder, shall be deposited in the Bid box provided at the Offices of Silulumanzi, Ground Floor, Bateleur Building, 16 Nel Street before 10:00 on the closing date, 31 January 2024.

Bids must be submitted in whole **on the bid documentation** according to the Bidder's nature of business and each applicable schedule **has to be completed in full.**

*No late Bids will be accepted. Silulumanzi is not obliged to accept the lowest or any Bid and reserves the right to accept any Bid, part of any Bid, or more than one Bid.*

**Procurement Enquiries**

Contact person: Samuel Thobela  
Telephone No: +27 13 752 6839

**Technical Enquiries**

Contact person: Louis Klapprot  
Telephone No: +27 13 752 6839

Employer: **Silulumanzi**  
18 Nel Street, Mbombela  
P.O. Box 12753,  
Mbombela, 1200

**T1.2: BID DATA**

Clause number	Bid Data
F.1.1	The company is SILULUMANZI.
F.1.2	<p>The Bid documents issued by the company comprise:</p> <p><b>PART T1: BIDDING PROCEDURES</b>                      T1.1: Bid notice and invitation to Bid.                      T1.2: Bid data.                      T1.3: Standard Conditions of Bid</p> <p><b>PART T2: RETURNABLE DOCUMENTS</b>                      T2.1: List of Returnable Documents                      T2.2: Returnable Schedules</p> <p><b>PART C1 AGREEMENT AND CONTRACT DATA</b>                      C1.1: Form of offer and Acceptance                      C1.2: Contract data</p> <p><b>PART 2: PRICING DATA</b>                      C2.2: Schedule of Rates and Items</p> <p><b>PART 3: SCOPE OF WORK</b>                      C3.1: Technical description</p>
F.1.3	<p>The company's agent is:  <b>Samuel Thobela</b>                      PO Box 12753, Mbombela 1200  <b>Tel:</b> 013 752 6839 <b>Fax:</b> 013 755 2618                      E-mail: Samuel.thobela@silulumanzi.com</p>
F.2.12	No alterative Bid offers will be considered
F.2.13.3	Parts of each Bid offer communicated on paper shall be submitted as an original.
F.2.13.5 F2.15.1	<p>The company's address for delivery of Bid offers and identification details to be shown on each Bid offer package are:</p> <p><b>Location of Bid box:</b> Silulumanzi Office, Bateleur Building, Ground Floor, Reception  <b>Physical address:</b> 16 Nel Street, Mbombela, 1200.  <b>Identification details:</b> Silulumanzi                      Bid: <b>NST/01/2024</b>                      Bid for The Provision of Grounds Service Teams in  <b>KINGSTONVALE</b>  <b>WWTW.</b></p> <p>Closing date &amp; time: (as per Bid Notice)</p>

THE PROVISIONS OF GROUNDS MAINTENANCE SERVICE TEAMS FOR KINGSTONEVALE WWTW - 2024.

F.2.13	A two-envelope procedure will not be followed.
F.2.15	The closing time for submission of Bid offers is as stated in the Bid Notice and Invitation to Bid.
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed Bid offers will not be accepted.
F.2.16	The Bid offer validity period is 90 days.
F.2.23	<p>The Bidder is required to submit with his Bid the following documents:</p> <ol style="list-style-type: none"> <li>1. Company/CC Registration Certificate – <b>Certified</b>.</li> <li>2. Proof of Authority of Signatory</li> <li>3. Valid <b>original</b> Tax Pin Certificate</li> <li>4. Proof of locality (City of Mbombela Electricity Bill or Silulumanzi Water Bill or Letter from the Tribal Authorities).</li> <li>5. Valid Sworn Affidavit or BBBEE rating certificate.</li> <li>6. Valid Letter of good standing.</li> <li>7. Original letter from the Bank with Rating C or Better.</li> <li>8. Public Liability Insurance.</li> </ol>
F.3.4	<i>Bids will be opened immediately on closing date</i>

F.3.11

**The procedure for the evaluation of responsive Bids is:**

**Quality/Functionality**

Quality and functionality will be used as evaluation criteria, but not for the purpose of points in terms of the 80/20 system. Only those bids that fully comply with quality (responsive bids) will proceed to the scoring for price and preference evaluation stage.

The total points allocated for quality is 100. The minimum threshold required to qualify for the next stage of evaluation is 60 points. Only those bids that achieve the minimum number will proceed to the price and preference evaluation stage.

The below table indicate how point will be allocated and the decision to Accept/Reject bids:

Description		Maximum points to be allocated	Minimum points required	Points Allocated
<b>Competence Goals (Required)</b>	Client Reference and company reference: Table A	<b>20</b>	<i>15</i>	
	Personnel CV; Indicating current Employer: Table B	<b>20</b>	<i>15</i>	
	Public Liability Insurance: Table C	<b>20</b>	<i>10</i>	
	Locality: Table D	<b>20</b>	<i>10</i>	
	Financial Reference: Table E	<b>20</b>	<i>10</i>	
	Total	<b>100</b>	<b>60</b>	

**ACCEPT / REJECT**



<p>F.3.11</p>	<p><b>Financial offer, Quality / Functionality and Preference</b></p> <p><b>a) <u>Financial offer (80)</u></b></p> <p><b>The score of financial offers is calculated using formula:</b></p> $N_{fo} = W_1 \times \frac{P_m}{P}$ <p><b>Where:</b></p> <p>W1: is the percentage score given to financial offer and equals 80;  P<sub>m</sub>: is the value of the comparative offer of the most favorable Bid;  P: is the value of the comparative offer under consideration.</p> <p><b>b) <u>Preference (20)</u></b></p> <p>Up to 20 points will be awarded to Bidders for attaining the B-BBEE status level 1 of contribution in accordance with the table below. An original or certified copy of entity.</p> <table border="1" data-bbox="352 969 1469 1715"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th> <th>Number of Points (80/20)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>20</td> </tr> <tr> <td>2</td> <td>18</td> </tr> <tr> <td>3</td> <td>16</td> </tr> <tr> <td>4</td> <td>12</td> </tr> <tr> <td>5</td> <td>8</td> </tr> <tr> <td>6</td> <td>6</td> </tr> <tr> <td>7</td> <td>4</td> </tr> <tr> <td>8</td> <td>2</td> </tr> <tr> <td>Non -compliant contributor or no B-BBEE certificate attached</td> <td>0</td> </tr> </tbody> </table>	B-BBEE Status Level of Contributor	Number of Points (80/20)	1	20	2	18	3	16	4	12	5	8	6	6	7	4	8	2	Non -compliant contributor or no B-BBEE certificate attached	0
B-BBEE Status Level of Contributor	Number of Points (80/20)																				
1	20																				
2	18																				
3	16																				
4	12																				
5	8																				
6	6																				
7	4																				
8	2																				
Non -compliant contributor or no B-BBEE certificate attached	0																				
<p>F.3.18</p>	<p>The number of paper copies of the signed contract to be provided by the company is one (1).</p>																				

**T1.3: STANDARD CONDITION OF THE BID**

**F.1 General**

**F.1.1 Actions**

The company and each Bidder submitting a Bid offer shall comply with these conditions of Bid. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timorously and with integrity, and behave equitably, honestly and transparently.

**F.1.2 Bid Documents**

The documents issued by the company for the purpose of a Bid offer are listed in the Bid data.

**F.1.3 Interpretation**

**F.1.3.1** The Bid data and additional requirements contained in the Bid schedules that are included in the returnable documents are deemed to be part of these conditions of Bid.

**F.1.3.2** These conditions of Bid, the Bid data and Bid schedules which are only required for Bid evaluation purposes, shall not form part of any contract arising from the invitation to Bid.

**F.1.3.3** For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the Bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other Bid parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the company or his staff or agents in the Bid process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the Bid process or the award of a contract arising from a Bid offer to the detriment of the company, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

**F.1.4 Communication and company's agent**

Each communication between the company and a Bidder shall be to or from the company's agent only, and in a form, that can be read, copied and recorded. Writing shall be in the English language. The company shall not take any responsibility for non-receipt of communications from or by a Bidder. The name and contact details of the company's agent are stated in the Bid data.

**F.1.5 The company's right to accept or reject any Bid offer**

**F.1.5.1** The company may accept or reject any variation, deviation, bid offer, or alternative Bid offer, and may cancel the Bid process and reject all Bid offers at any time before the formation of a contract. The company shall not accept or incur any liability to a Bidder for such cancellation and rejection but will give written reasons for such action upon written request to do so.

**F.1.5.2** The company may not be subsequent to the cancellation or abandonment of a Bid process, or the rejection of all responsive Bid offers re-issue a Bid covering substantially the same scope of

work within a period of six months unless only one Bid was received and such Bid was returned unopened to the Bidder.

## **F.2 Bidder's obligations**

### **F.2.1 Eligibility**

Submit a Bid offer only if the Bidder complies with the criteria stated in the Bid data and the Bidder, or any of his principals, is not under any restriction to do business with company.

### **F.2.2 Cost of Bidding**

Accept that the company will not compensate the Bidder for any costs incurred in the preparation and submission of a Bid offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

### **F.2.3 Check documents**

Check the Bid documents on receipt for completeness and notify the company of any discrepancy or omission.

### **F.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the Bid. Use and copy the documents issued by the company only for the purpose of preparing and submitting a Bid offer in response to the invitation.

### **F.2.5 Reference documents**

Obtain, as necessary for submitting a Bid offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the Bid documents by reference.

### **F.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the Bid documents, which the company may issue, and if necessary, apply for an extension to the closing time stated in the Bid data, in order to take the addenda into account.

### **F.2.8 Seek clarification**

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

### **F.2.10 Pricing the Bid offer**

**F.2.10.1** Include in the rates, prices, and the Bid total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful Bidder, such duties, taxes and levies being those applicable 14 days before the closing time stated in the Bid data.

**F.2.10.2** Show VAT payable by the company separately as an addition to the Bid total of the prices.

**F.2.10.3** Provide rates and prices that are fixed for the **24 months duration** of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract

data.

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

#### **F.2.11 Alterations to documents**

Not make any alterations or additions to the Bid documents, except to comply with instructions issued by the company, or necessary to correct errors made by the Bidder. All signatories to the Bid offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

#### **F.2.12 Alternative Bid offers**

**F.2.12.1** Submit alternative Bid offers only if a main Bid offer, strictly in accordance with all the requirements of the Bid documents, is also submitted. The alternative Bid offer is to be submitted with the main Bid offer together with a schedule that compares the requirements of the Bid documents with the alternative requirements the Bidder proposes.

**F.2.12.2** Accept that an alternative Bid offer may be based only on the criteria stated in the Bid data or criteria otherwise acceptable to the company.

#### **F.2.13 Submitting a Bid offer**

**F.2.13.1** Submit a Bid offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the Bid data.

**F.2.13.2** Return all returnable documents to the company after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

**F.2.13.3** Submit the parts of the Bid offer communicated on paper as an original plus the number of copies stated in the Bid data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the company.

**F.2.13.4** Sign the original and all copies of the Bid offer where required in terms of the Bid data. The company will hold all authorized signatories liable on behalf of the Bidder. Signatories for Bidders proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the company shall hold liable for the purpose of the Bid offer.

**F.2.13.5** Seal the original and each copy of the Bid offer as separate packages marking the packages as "ORIGINAL". Each package shall state on the outside the company's address and identification details stated in the Bid data, as well as the Bidder's name and contact address.

**F.2.13.6** Where a two-envelope system is required in terms of the Bid data, place and seal the returnable documents listed in the Bid data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the company's address and identification details stated in the Bid data, as well as the Bidder's name and contact address.

**F.2.13.7** Seal the original Bid offer and copy packages together in an outer package that states on the outside only the company's address and identification details as stated in the Bid data.

**F.2.13.8** Accept that the company shall not assume any responsibility for the misplacement or

premature opening of the Bid offer if the outer package is not sealed and marked as stated.

**F.2.14 Information and data to be completed in all respects**

Accept that Bid offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the company as non-responsive.

**F.2.15 Closing time**

**F.2.15.1** Ensure that the company receives the Bid offer at the address specified in the Bid data not later than the closing time stated in the Bid data. Proof of posting shall not be accepted as proof of delivery. The company shall not accept Bid offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Bid data.

**F.2.15.2** Accept that, if the company extends the closing time stated in the Bid data for any reason, the requirements of these conditions of the Bid apply equally to the extended deadline.

**F.2.16 Bid offer validity**

**F.2.16.1** Hold the Bid offer(s) valid for acceptance by the company at any time during the validity period stated in the Bid data after the closing time stated in the Bid data.

**F.2.16.2** If requested by the company, consider extending the validity period stated in the Bid data for an agreed additional period.

**F.2.17 Clarification of Bid offer after submission**

Provide clarification of a Bid offer in response to a request to do so from the company during the evaluation of Bid offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the Bid offer is sought, offered, or permitted. The total of the prices stated by the Bidder shall be binding upon the Bidder.

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

**F.2.21 Check final draft**

Check the final draft of the contract provided by the company within the time available for the company to issue the contract.

**F.2.22 Return of other Bid documents**

If so, instructed by the company, return all retained Bid documents within 28 days after the expiry of the validity period stated in the Bid data.

**F.2.23 Certificates**

Include in the Bid submission or provide the company with any certificates as stated in the Bid data.

### **F.3 The company's undertakings**

#### **F.3.1 Respond to clarification**

Respond to a request for clarification received up to five working days prior to the Bid closing time stated in the Bid Data and notify all Bidders who drew procurement documents.

#### **F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the Bid documents to each Bidder during the period from the date of the Bid Notice until seven days before the Bid closing time stated in the Bid Data. If, as a result a Bidder applies for an extension to the closing time stated in the Bid Data, the Company may grant such an extension and, will then notify it to all Bidders who drew documents.

#### **F.3.3 Return late Bid offers**

Return Bid offers received after the closing time stated in the Bid Data, unopened, (unless it is necessary to open a Bid submission to obtain a forwarding address), to the Bidder concerned.

#### **F.3.4 Opening of Bid submissions**

**F.3.4.1** Unless the two-envelope system is to be followed, open valid Bid submissions in the presence of Bidders' agents who choose to attend at the time and place stated in the Bid data. Bid submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

**F.3.4.2** Make available the record outlined in F.3.4.2 to all interested persons upon request.

#### **F.3.5 non-disclosure**

Not disclose to Bidders, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of Bid offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful Bidder.

#### **F.3.6 Grounds for rejection and disqualification**

Determine whether there has been any effort by a Bidder to influence the processing of Bid offers and instantly disqualify a Bidder (and his Bid offer) if it is established that he engaged in corrupt or fraudulent practices.

#### **F.3.7 Test for responsiveness**

Determine, on opening and before detailed evaluation, whether each Bid offer properly received:

- a) meets the requirements of these Conditions of Bid,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the Bid documents.

A responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bid documents without material deviation or qualification. A material deviation or qualification is one which, in the Company's opinion, would:

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

- change the Company's or the Bidder's risks and responsibilities under the contract, or
- affect the competitive position of other Bidders presenting responsive Bids, if it were to be rectified.

Reject a non-responsive Bid offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### **F.3.9 Arithmetical errors**

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

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a bill of quantities (or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Bidder's addition of prices, the total of the prices shall govern and the Bidder will be asked to revise selected item prices (and their rates if a bill of quantities applies) to achieve the Bid total of the prices.

Consider the rejection of a Bid offer if the Bidder does not correct or accept the correction of his arithmetical errors in the manner described above.

### **F.3.10 Clarification of a Bid offer**

Obtain clarification from a Bidder on any matter that could give rise to ambiguity in a contract arising from the Bid offer.

### **F.3.11 Evaluation of Bid offers**

#### **F3.11.1 General**

Appoint an evaluation panel of not less than three people. Reduce each responsive Bid offer to a comparative offer and evaluate it using the Bid evaluation method that is indicated in the Bid Data.

### **F.3.12 Insurance provided by the company**

If requested by the proposed successful Bidder, submit for the Bidder's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the company to provide.

### **F.3.13 Acceptance of Bid offer**

#### **F3.13.1 Bid Offers will only be accepted on condition that:**

- (a) the Bid offer is signed by a person authorized to sign on behalf of the Bidder;
- (b) a valid original Tax Clearance Certificate is included with his Bid;

- (c) The Bidder or a competent authorized representative of the Supplier who submitted the Bid has attended the compulsory clarification meeting or site inspection;
- (d) The Bidder or any of its principals is not listed on the register of Bid 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;
- (e) The Bidder has not abused the Company's Procurement Policy or has failed to perform on any previous contract and has been given a written notice to this effect;
- (f) The Bidder or any of its principals, directors or managers is not employed in the service of the Company's and/or its holding company and/or fellow subsidiary and associates. In the event that such principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the public service must be included in the Bid submission.
- (g) The Company is satisfied that the Bidder or any of his principals have not influenced the Bid offer and acceptance by the following criteria:
  - i. having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this contract;
  - ii. having acted in a fraudulent or corrupt manner in obtaining or executing this contract;
  - iii. having approached an officer or employee of the Company or the company's Agent with the objective of influencing the award of a contract in the Bidder's favor;
  - iv. having entered into any agreement or arrangement, whether legally or not, with any other person, firm or company to refrain from Bidding for his contract or as to the amount of the Bid to be submitted by either party;
  - v. having disclosed to any other person, firm or company other than the Company, the exact or approximate amount of his proposed Bid;
  - vi. The Company may, in addition to using any other legal remedies, repudiate the Bid offer and acceptance and declare the Contract invalid should it have been concluded already.

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

#### **F.3.14 Notice to unsuccessful Bidders**

After the successful Bidder has acknowledged the company's notice of acceptance, notify other Bidders that their Bid offers have not been accepted.

#### **F.3.15. Prepare contract documents.**



If necessary, revise documents that shall form part of the contract and that were issued by the company as part of the Bid documents to take account of:

- a) addenda issued during the Bid period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the company and the successful Bidder, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

### **F.3.16 Issue final contract**

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

### **F.3.17 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

### **F.3.18 Provide copies of the contracts**

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

<b>PART 2: RETURNABLE DOCUMENTS</b>
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## **T2.1 List of Returnable Documents**

### **T2.2 Returnable Schedules**

<b>T2.1: LIST OF RETURNABLE DOCUMENTS</b>
-------------------------------------------

The following documents are to be completed and returned as they constitute the Bid. Whilst many of the returnable are required for the purpose of evaluating the Bids, some will form part of the subsequent contract, as they form the basis of the Bid offer. For this reason, it is very important that Bidders return all information requested.

#### **1 Returnable Schedules are required only for Bid evaluation purposes.**

Schedule: 1A	Compulsory Enterprise Questionnaire
Schedule: 1B	Authority of Signatory
Schedule: 1C	Schedule of Client References
Schedule: 1D	Preference Points Claim Form

#### **2 Other documents are required only for Bid evaluation purposes.**

Schedule 2A	Company/CC Registration Certificate - <b>CERTIFIED.</b>
Schedule 2B	Proof of Authority of Signatory
Schedule 2C	Valid original Tax Pin Certificate

**THE PROVISIONS OF GROUNDS MAINTENANCE SERVICE TEAMS FOR KINGSTONEVALE WWTW - 2024.**

Schedule 2D	Proof of locality (City of Mbombela Electricity Bill or Silulumanzi Water Bill or Letter from the Tribal Authorities)
Schedule 2E	Sworn Affidavit or BBBEE rating certificate.
Schedule 2F	Valid Letter of good standing
Schedule 2H	Original letter from the Bank with Rating C or Better.
Schedule 2I	Public Liability Insurance
C2	Pricing Data
C2.1	Schedule of Rates and Items
C3	Scope of works

**SCHEDULE 1A: COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**Section 1: Name of enterprise:**

**Section 2: VAT registration number, if any:**

**Section 3: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	PSIRA registration number	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 4: Particulars of companies and close corporations**

Company registration number . . . . .  
 .  
 Close corporation number . . . . .  
 .  
 Tax reference number . . . . .  
 .

**SCHEDULE 1B: AUTHORITY OF SIGNATORY**

Indicate the status of the Bidder by ticking the appropriate box hereunder. The Bidder must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**A. Certificate for Company**

I, ....., chairperson of the board of directors of ...  
 ....., hereby confirm that by resolution of the  
 board (**copy attached**) taken on ..... 20..., Mr/Ms .....  
 acting in the capacity of ....., was authorized to sign all documents in  
 connection with this Bid for contract ..... and any contract resulting from it on behalf  
 of the company.

**As witnesses:**

1. .... Chairman : .....

2. \_\_\_\_\_ Date : \_\_\_\_\_  
 \_\_\_\_\_  
 Bidders must attach a copy of the Resolution of the Board - refer Schedule 2B.

**B. Certificate for Partnership**

We, the undersigned, being the key partners in the business trading as .....  
 ..... hereby authorize Mr/Ms ... , .....  
 acting in the capacity of ..... to sign all documents in connection  
 with the Bid for Contract ..... and any contract resulting from it  
 on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this Bid offer in Joint Venture and hereby authorize Mr/Ms  
 \_\_\_\_\_, authorized signatory of the company .....  
 \_\_\_\_\_, acting in the capacity of lead partner, to sign all documents  
 in connection with the Bid offer for Contract ..... and any contract resulting from it on  
 our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY

**D. Certificate for Sole Proprietor**

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

**As witnesses:**

1. \_\_\_\_\_ Signature: Sole owner : \_\_\_\_\_  
 2. \_\_\_\_\_ Date : \_\_\_\_\_

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as .....  
 ..... hereby authorize Mr/Ms .....  
 acting in the capacity of ....., to sign all documents in connection with the Bid for Contract ..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

**SCHEDULE 1 C: SCHEDULE OF CLIENT REFERENCES**

The total points allocated for quality is 100. The minimum threshold required to qualify for the next stage of evaluation is 60 points. Only those bids that achieve the minimum number will proceed to the price and preference evaluation stage.

**TABLE A: REPUTATION AND REFERENCE**

Maximum of four (4) references must be listed. Confirmation that the Bidder is reputable with high quality of work and is recommendable will secure a rating out of 5. **(Signed Letters on letterhead of the reference with contactable person and contact numbers must be attached in order to claim for points).**

No	Reference: Name with contact details	Contract Value	Ongoing contract (Yes/No)	Bid Goal:	Points Allocated
1	Contract name/number: ..... Company: ..... Person: ..... Tel:..... Cell:.....			5	
2	Contract name/number: ..... Company: ..... Person: ..... ... Tel:..... Cell:.....			5	
3	Contract name/number: ..... Company: ..... Person: ..... ... Tel:..... Cell:.....			5	
4	Contract name/number: ..... Company: ..... Person: ..... ... Tel:..... Cell:.....			5	
<b>Sub-Total : Reputation and References</b>				<b>20</b>	

**TABLE B: Personnel CV; Indicating current Employer.**

Targeted Goals	Bid Goal:	Points Claimed	Points Allocated
Detailed CVs for Employees currently Employed and Working for the Contractor, indicating their positions.	20		
Total	<b>20</b>		

**TABLE C: Public Liability Insurance**

Please attach the Valid contract in the of the Company indicating: 2million rands cover & the date of expiration.

Targeted Goals	Bid Goal:	Points Claimed	Points Allocated
2Million Public Liability Insurance Certificate	20		
Total	<b>20</b>		

**TABLE D: Locality**

Bidders are required to attach a copy of utility bill.

Targeted Goals	Bid Goal	Points Claimed by Bidder	Allocated Points
Concession	100%		
Mbombela Local Municipality	75%		
Ehlanzeni District Municipality	50%		
Mpumalanga Province	25%		
Other	0%		
<b>TOTAL POINTS FOR LOCALITY</b>	<b>10</b>		
Bidder and/or owners/Director's water bill is fully paid. (Bill must be fully paid or only reflecting current balance) or Letter from the Tribal Authorities	10		
	<b>20</b>		

**TABLE E: Financial Reference**

Targeted Goals	Bid Goal:	Points Claimed	Points Allocated
Banking Details and bank rating of "C" or better. (Original letter from the bank must be attached to qualify for points)	20		
Total for Financial reference	<b>20</b>		

**SUMMARY TABLE**

Description	Maximum	Minimum	Points
-------------	---------	---------	--------

THE PROVISIONS OF GROUNDS MAINTENANCE SERVICE TEAMS FOR KINGSTONEVALE WWTW - 2024.

		points to be allocated	points required	Allocated
<b>Competence Goals (Required)</b>	Table A: Reputation and reference:	<b>20</b>	<i>15</i>	
	Table B: Personnel CV; Indicating current Employer.	<b>20</b>	<i>15</i>	
	Table C: Public Liability Insurance	<b>20</b>	<i>10</i>	
	Table D: Locality	<b>20</b>	<i>10</i>	
	Table E: Financial Reference	<b>20</b>	<i>10</i>	
	Total	<b>100</b>	<b>60</b>	

ACCEPT / REJECT



**SCHEDULE 1D: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 (MBD 6.1)**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 80 / 20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	80
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20
	100
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003); verify latest
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the Supplier and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary Supplier’s assigning, leasing, making out work to, or employing, another person to support such primary Supplier in the execution of part of a project in terms of the contract;

- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

**3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

**4. POINTS AWARDED FOR PRICE**

**4.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

**80/20**

Where

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

**5. Points awarded for B-BBEE Status Level of Contribution**

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

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 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.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 1.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid document that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub- Supplier is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level

than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

7.1 B-BBEE Status Level 1 of Contribution: ..... = ..... (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

**8 SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted? .....
- (ii) the name of the sub-Supplier? .....
- (iii) the B-BBEE status level of the sub-Supplier?.....
- (iv) whether the sub-Supplier is an EME? YES / NO (delete which is not applicable)

**9 DECLARATIONS WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm: .....

9.2 VAT registration number: .....

9.3 Company registration number: .....

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- Manufacturer

**THE PROVISIONS OF GROUNDS MAINTENANCE SERVICE TEAMS FOR KINGSTONEVALE WWTW - 2024.**

- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.  
[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?  
.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the Supplier may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding 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) restrict the bidder or Supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

**WITNESSES:**

- 1. ....
- 2. ....

.....

SIGNATURE(S) OF BIDDER(S)

**Procurement Policy using 80/20 preference point system**

The method of evaluation for this contract will be based on the following:

**THE PROVISIONS OF GROUNDS MAINTENANCE SERVICE TEAMS FOR KINGSTONEVALE WWTW - 2024.**

80 Points for: Price  
 20 Points for: Preference

		Maximum Points to be Allocated	Points Claimed by Bidder	Allocated Points
<b>Price (80 Points)</b>	Price	80		
<b>Preference (20 Points)</b>	BBBEE Rating	20		
<b>TOTAL</b>		<b>100</b>		

**SCHEDULE: 2A      CERTIFICATE OF COMPANY/CLOSE CORPORATION REGISTRATION  
ISSUED BY THE COMPANIES INTELLECTUAL AND PROPERTY  
REGISTRATION OFFICE (CIPRO)**

**< ATTACH TO THIS PAGE >**



**SCHEDULE: 2B      PROOF OF AUTHORITY OF SIGNATORY**  
**< ATTACH TO THIS PAGE >**

**SCHEDULE: 2C      VALID TAX PIN CERTIFICATE**  
**<ATTACH TO THIS PAGE>**

The Bidder must attach to this page an original Tax Pin Certificate from the South African Revenue Services in respect of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the Bidder shall attach an original/copy of the Tax Pin Certificate for each of the joint venture partners.

**SCHEDULE: 2D**

**(I) MUNICIPAL ELECTRICITY BILL or**

**(II) SILULUMANZI WATER BILL or LETTER FROM THE TRIBAL AUTHORITIES.**

**< ATTACH TO THIS PAGE >**

- (I) The Bidder must attach to this page proof of payment of the latest Mbombela Local Municipality Electricity Bill or Silulumanzi Water Bill where applicable.

**SCHEDULE 2E:**  
**VALID SWORN AFFIDAVIT OR BBBEE ENTERPRISE CERTIFICATE**  
**< ATTACH TO THIS PAGE >**

**SCHEDULE 2F:  
VALID LETTER OF GOOD STANDING  
< ATTACH TO THIS PAGE >**

**SCHEDULE: 2G**  
**PROOF OF WORKMAN'S COMPENSATION REGISTRATION**  
**< ATTACH TO THIS PAGE >**

**SCHEDULE: 2H**  
**ORIGINAL LETTER FROM THE BANK (STAMPED)**  
**< ATTACH TO THIS PAGE >**





**PART C1: AGREEMENT AND CONTRACT DATA**

**C1.1 Form of Offer and Acceptance**

**C1.2 Contract data**

**C1.1: FORM OF OFFER AND ACCEPTANCE & SCHEDULE OF DEVIATIONS**

**1. FORM OF OFFER**

The company, identified in the acceptance signature block, has solicited offers to enter into a contract for the:

**Provision of Grounds maintenance Service Teams for Kingstonevale WWTW.**

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

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

**1. The Provision of Grounds maintenance Service Teams for Kingstonevale WWTW.**

**The 24 months Bid Offer Amount (Exclusive of VAT)**

R.....

**Amount words:** .....

.....

.....

This offer may be accepted by the company by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid data, whereupon the Bidder becomes the party named as the Supplier in terms of the conditions of contract identified in the contract data.

Signature(s) .....

Name(s) .....

Capacity .....

for the **Bidder** .....

.....  
(Name and address of Supplier)

Name and signature of witness (1) ..... Date .....

Name and signature of witness (2) ..... Date .....

**2. FORM OF ACCEPTANCE**

By signing this part of this form of offer and acceptance, the company identified below accepts the Bidder’s offer. In consideration thereof, the company shall pay the Supplier the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Bidder’s offer shall form an agreement between the company and the Bidder upon the terms and conditions contained in this agreement and in the contract, that is the subject of this agreement.

The terms of the contract are contained in

Part C1: Agreements and contract data (which includes this agreement)

Part C2: Pricing data

Part C3: Scope of work

The Bidder shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the company’s agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof 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 the 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 Bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Bidder (now Supplier), within five (5) working days of the date of such receipt, notifies the company 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 .....

Name .....

Capacity .....

for the **Company:** **SILULUMANZI, PO BOX 12753, MBOMBELA 1200**

Name and signature of witness (1) ..... Date .....

Name and signature of witness (2) ..... Date .....

**3. SCHEDULE OF DEVIATIONS**

1 SUBJECT.....

DETAILS.....

.....

.....

2. SUBJECT.....

DETAILS.....

.....

.....

3. SUBJECT.....

DETAILS.....

.....

.....

4. SUBJECT.....

DETAILS.....

.....

.....

5. SUBJECT.....

DETAILS.....

.....

.....

SIGNATURE .....

DATE.....

NAME: .....

CAPACITY .....

NAME OF BIDDER .....

SIGNATURE OF WITNESS.....

DATE.....

**C1.2 CONTRACT DATA**

**1. Payment**

The Supplier will be paid a monthly fee within 30 days of monthly invoice being presented.

**2. Technical Specification**

Supplier shall supply according to the specific schedule in the Bill of Quantity as per SANS specifications.

**3. Sub-suppliers**

No work performed under this Contract shall be subcontracted by the Supplier without the prior written approval of the Company. Similarly, no claim arising out of this Contract may be assigned absent such written approval.

**4. Contract term and renewal**

The term of this Contract shall be 24 months, with an option to renew. If the Company decides to exercise the option to renew, it shall be in writing to the Supplier, thirty (30) days prior to the expiration of the Contract.

**5. Service Level Agreement**

To be negotiated with appointed company.

**6. Modification**

6.1 Modification

This Contract may be modified in whole or in part, at any time, by mutual agreement provided such agreement is in writing, signed by the duly authorized representatives of both parties, dated, and attached hereto.

6.2 Domicillium citandi at excutendi

Any notice or request required to be given or made under this Contract shall be deemed to have been duly made or given when delivered by hand or sent by Registered Mail return receipt requested, to the party to which it is required to be given or made at that party's address as specified below:

The Company under this Contract shall be addressed to **18 Nel Street, Bateleur Building, First Floor Mbombela, 1200**, which place the Company chooses as its domicillium citandi at excutendi.

and,

The Supplier shall be addressed to:

\_\_\_\_\_ which place the Supplier chooses as its docillium citandi at excutendi.

**8. Termination of the contract**

8.1 The Contract shall be automatically terminated on expiry of the Contract terms, if the Company chooses not to renew the Contract

8.2 Either party may terminate this contract without cause with no penalty, provided written notice is given at least thirty (30) calendar days prior to the intended date of such termination; provided, however, that no such notice under this paragraph 8.2 may be given prior to the expiration of the first six (6) months of this Contract.

8.3 The bankruptcy of either party is ground for termination for cause under this Contract.

8.4 Validity of this agreement is subject to the validity of Sembcorp Silulumanzi’s concession agreement with Silulumanzi.

**8.5 Any riots caused by the contractor will lead into a contract between the two parties to be terminated immediately.**

**9. Agreement**

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

1. \_\_\_\_\_  
Witness for the Company

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

And,

1. \_\_\_\_\_  
Witness for the Bidder

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

**PART C2: SCOPE OF WORK**

**C2.1 Scope of Work**

**ANNEXURE A - SCOPE OF WORK (KINGSTONEVALE WWTW SERVICES)**

**1.1 SERVICES KINGSTONEVALE WWTW**

- Clean 4 bio - filters. **(Daily)**
- Keep all buildings, structures and garden clean and tidy. **(Daily)**
- Notify Plant Supervisor of any defect.
- Cut all the grasslands on the sites - **(Weekly)**.
- Remove sand inlet from grit clarifier. **(Daily)**
- Clean main inlet screens. **(Daily)**
- Clean or spray weed killer chemicals as and when required.
- Cleaning of roads and fences 2 times per month.
- Cleaning of inlet pump station buildings and generator room. **(Weekly)**
- Cleaning of Chlorine contact Canals 2 times per month.
- Remove sludge from dry beds as and when required.
- Cleaning of PST's overflow weirs, and clarifiers. **(Weekly)**
- Cleaning of all sewer division boxes. **(Daily)**
- Perform any other related duties as instructed by the plant Supervisor.

**Ad-Hoc Services**

- Remove sludge from dry beds as and when required.
- De-sludge to dry beds as and when required.

**PART C3: PRICING DATA**

C3.1 Pricing Schedule

<b>Number</b>	<b>Description</b>	<b>Unit</b>	<b>Total Monthly Amount (Exclusive VAT)</b>
1 Team	Grounds maintenance Services Team – KINGSTONEVALE WWTW	<b>R</b>	<b>R</b>