

MHLONTLO LOCAL MUNICIPALITY



TENDER NO:260/R/H/MHLM-2023/24

PROJECT NAME: MHLONTLO 260 RURAL HOUSING

CLOSING DATE: 11TH AUGUST 2023

NAME OF TENDERER:

TOTAL AMOUNT: _____
(incl. VAT)

EMPLOYER:



The Municipality Manager
Mhlontlo Local Municipality
96 Church street
Qumbu
5180
Tel: (047) 553 7000
Email: ntukwayo@mhlontloim.gov.za
madikidaq@sonkesanda.com

EMPLOYER'S AGENT



Sonke Sanda Pty Ltd
58 Blakeway Street
Mthatha
5099
Tel: 047 531 4044
Cell: 072 469 1221
Email:

1. PROTECTION OF PERSONAL INFORMATION

1.1. Processing limitations

It is recorded that, pursuant to its obligations under this Agreement, Service Provider will process Personal Information in connection with and for the purposes of the provision of the Services for or on behalf of Mhlontlo LM and will act as Mhlontlo LM's Operator for purposes of Protection of Personal Information Act (POPIA) no.4 of 2013. Unless required by law, Service Provider shall process the Personal Information only:

- 1.1.1.** On behalf of Mhlontlo LM and in compliance with its instructions and this Agreement;
- 1.1.2.** For the purposes connected with the provision of the Service Provider services or as specifically otherwise instructed or authorised by Mhlontlo LM in writing; and
- 1.1.3.** Service Provider shall treat the Personal Information that comes to its knowledge or into its possession as confidential and shall not disclose it without the prior written consent of Mhlontlo LM.

1.2. Security measures

1.2.1. Service Provider warrants that it shall secure the integrity of the Personal Information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent:

- (a) Loss of, or damage to, or unauthorised destruction of the Personal Information; and
- (b) Unlawful access to or processing of the Personal Information.

1.2.2. Service Provider shall take reasonable measures to:

- (a) Identify all reasonable foreseeable internal and external risks to the Personal Information in its possession or under its control;
- (b) Establish and maintain appropriate safeguards against the risk identified;
- (c) Regularly verify that the safeguards are effectively implemented;
- (d) Ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards; and
- (e) Shall notify Mhlontlo LM of the risks identified and the safeguards established and implemented from time to time.

1.2.3. Service Provider shall:

- (a) Have due regard to generally accepted information security practices and processes which may apply to it;
- (b) Comply with Mhlontlo LM's information security practices and procedures and applicable industry or professional rules and regulations, of which Mhlontlo LM undertakes to keep Service Provider informed from time to time; and
- (c) Within five (5) business days of a request from Mhlontlo LM, Service Provider shall provide to Mhlontlo LM a written explanation and full details of the appropriate technical and organisational measures taken by or on behalf of Service Provider to demonstrate and ensure compliance with this clause.

1.3. Service Provider's general obligations with regards to Personal Information

1.3.1. In addition to the other obligations set out in this clause, Service Provider shall:

- (a) Take reasonable steps to ensure the reliability of any of its employees who have access to the Personal Information;
- (b) Limit access to the Personal Information only to those employees who need to know to enable Service Provider to perform the services and ensure that employees used by Service Provider to provide the Services have undergone training in the care and handling of the Personal Information;
- (c) Deal promptly and properly with all reasonable inquiries from Mhlontlo LM relating to its Processing of the Personal Information and provide to Mhlontlo LM copies of the Personal Information in the format reasonably specified by Mhlontlo LM;
- (d) Promptly inform Mhlontlo LM of its inability to comply with Mhlontlo LM's instructions and this clause, in which case Mhlontlo LM is entitled to suspend the processing of Personal Information and/or terminate this Agreement;
- (e) Provide Mhlontlo LM with full co-operation and assistance in relation to any requests for access or correction or complaints made by Data Subjects; and
- (f) At the request of Mhlontlo LM or any regulatory body, submit its Personal Information Processing facilities for audit of the Processing activities covered by this Agreement.

1.4. Notifications

1.4.1. Service Provider must notify Mhlontlo LM in writing:

- (a) Within 1 (one) business day or otherwise as soon as reasonably possible if any Personal Information has been or may reasonably believe to have been accessed

or acquired by an unauthorised person or if a breach has occurred with reference to its use of the Personal Information under this Agreement. The notification must provide sufficient information to allow affected Data Subjects to take measures against the potential consequences of the compromise, including, if known to Service Provider, the identity of the unauthorised person who may have accessed or acquired the Personal Information;

- (b) Within 3 (three) business days of receipt thereof, of any request for access to or correction of the Personal Information or complaints received by Service Provider relating to Mhlontlo LM's obligations in terms of POPIA and provide Mhlontlo LM with full details of such request or complaint; and
- (c) Promptly of any legally binding request for disclosure of Personal Information or any other notice or communication which relates to the Processing of the Personal Information from any supervisory or governmental body.

1.5. Return or destruction of Personal Information

Upon termination of this Agreement or upon request by Mhlontlo LM, Service Provider shall return any material containing, pertaining or relating to the Personal Information disclosed pursuant to this Agreement to Mhlontlo LM. Alternatively, Service Provider shall, at the instance of Mhlontlo LM, destroy such material and shall certify to Mhlontlo LM that it has done so, unless the law prohibits Service Provider from doing so. In applying this destruction alternative, the Service Provider shall provide Mhlontlo LM with the Certificate of Destruction to confirm that the destruction was done in a manner that the Personal Information cannot be reconstructed to its original format. In that case, Service Provider warrants that it will guarantee the confidentiality of the Personal Information and will not actively process the Personal Information any further.

1.6. Warranties

Service Provider warrants that in addition to the warranties stated in the rest of this Agreement, it shall comply with all regulatory and statutory requirements which impact on or relate to Service Provider and the Services, including, but not limited to, POPIA.

1.7. Indemnities

Service Provider hereby indemnifies and holds harmless Mhlontlo LM from any and all penalties, claims, loss or damage arising from any claim or action brought against Mhlontlo

LM and arising from or due to Service Provider's breach of its information protection obligations set out in this clause.

1.8. Ownership of Information

- 1.8.1. Service Provider acknowledges and agrees that Mhlontlo LM retains all right, title and interest in and to the Personal Information.
- 1.8.2. Service Provider shall not possess or assert any lien or other right against or to such Personal Information and no such Personal Information shall be sold, assigned, leased or otherwise disposed of to third parties by Service Provider or commercially exploited by or on behalf of Service Provider or its employees.

SIGNED AT _____ ON THIS _____ DAY _____ 2023

FOR AND ON BEHALF OF MHLONTLO
LOCAL MUNICIPALITY

FULL NAMES: MR. L. NDABENI
CAPACITY: MUNICIPAL MANAGER

WITNESS 1:

WITNESS 2:

Names: _____

Names: _____

SIGNED AT _____ ON THIS _____ DAY OF _____ 2023

FOR AND ON BEHALF OF COMPANY
NAME

FULL NAMES -----
CAPACITY :COMPANY DIRECTOR

WITNESS 1:

WITNESS 2:

Names: _____

Names: _____

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PART T1

TENDERING PROCEDURES

MHLONTLO LOCAL MUNICIPALITY



T1.1: TENDER INVITATION

PROJECT NAME	CLUSTER NO & CIDB	CONTRACT NUMBER	ADVERT DATE	BRIEFING DATE	CLOSING DATE
MHLONTLO 260 RURAL HOUSING (Cluster 1, 2, 3, 4, 5, 6, 7, 8, 9, &10)	1 4 GB 2 4 GB 3 4 GB 4 4 GB 5 4 GB 6 4 GB 7 5 GB 8 4 GB 9 4 GB 10 4 GB	260 /R/H/MHLM- 2023/24	27/06/2023	Non-compulsory on 06 July 2023 at Mhlontlo Offices in Qumbu Town Hall at 11H00.	11 TH August 2023 12h00 PM Qumbu Foyer

Mhlontlo Local Municipality invites 10 X Suitably qualified, capable and experienced tenderers are hereby invited to tender for the construction of the above projects. The above project is situated in Mhlontlo Local Municipality within O.R. Tambo District Municipality.

Tenderers must take particular note of the following:

1. Tenderers are required to submit valid SARS Tax Pin with the tender in order to be considered.
2. Tenders must declare performance guarantee as per contract
3. Tenderers are required to submit the Company Profile.
4. Tenderers are required to submit proof of registration with CIDB, for A Joint venture must submit a proof of registration with consolidated CIDB grading.
5. NHBRC certificate
6. A valid original B-BBEE status level verification certificate or a certified copy thereof, sustaining the BBBEE rating issued by a verification agency accredited by SANAS (South African Nation Accreditation system).

7. A Joint venture must submit a consolidated valid original B-BBEE status level verification certificate or A certified copy thereof substantiating their B-BBEE rating issued by a verification agency accredited by the SANAS (South African Nation Accreditation system).
8. Submit Joint Venture agreement in the case of joint venture.
9. Tenderers are required to submit the methodology
10. Tenderers must submit all the requirement as per returnable schedules and must be attached in a relevant page
10. Submit Proof of Municipal rates no later than one month
11. Submit Central Supplier Database Report or CSD Number
12. Failure to submit a comprehensive JV agreement (where applicable) individual partners are to comply and submit all relevant documents.
13. A pre-qualification criterion for preferential is applicable, therefore a minimum appointed service provider would be required sub-contract part of their works to the designated groups contemplated in terms of regulations 2017.

Failure to supply all supplementary information may result in the tender being deemed an incomplete tender and will not be considered forward.

Tender documents will be available from www.etender.gov.za and www.mhlontlolo.gov.za on the 5th of July 2023.

Evaluation Criteria

Tenderers will be evaluated for functionality and those who score equal or more than 70% will be considered for price and equity.

Description	Points
Proof of Local Address	<p>Maximum 20 Points Claimable</p> <ul style="list-style-type: none"> ➤ CK Document Address/CSD = 20 Points ➤ Municipal Rates = 20 Points ➤ Ward Councillor Letter = 20 Points
Key Personnel Experience of Bricklayer and proposed team (All Packages)	<p>Maximum Claimable Points is 60</p> <p>CV of Site Agent B-Tech Civil Engineering/Building Management/Quantity Surveying and LIC NQF level 05 (35 Points)</p> <ul style="list-style-type: none"> ➤ B-Tech/BSc and 10 Years Experience = 35 Points ➤ B-Tech/BSc and 5 Years Experience = 25 ➤ B-tech/BSc and 2 Years Experience = 15

	<ul style="list-style-type: none"> ➤ B-Tech/BSc and Less than 2 Years Experience = 10 Points ➤ <p>CV of Site Agent with National Diploma in Civil Engineering/Building Management/Quantity Surveying and LIC NQF level 04 (15 Points)</p> <ul style="list-style-type: none"> ➤ National Diploma and 10 Years Experience = 15 Points ➤ National Diploma and 5 Years Experience = 8 ➤ National Diploma and 2 Years Experience = 5 ➤ National Diploma and Less than 2 Years Experience = 2 Points <p>CV of Bricklayer with Certificates 10 Points</p> <ul style="list-style-type: none"> ➤ Trade Certificates and 10 Years Experience = 10 Points ➤ Trade Certificates and 5 Years Experience = 6 ➤ Trade Certificates and 2 Years Experience = 4 ➤ Trade Certificates and Less than 2 Years Experience = 2 Points <p>Site Test for Bricklayers will be done on Appointment.</p>
Company experience in terms of building projects completed. The company must attach at least one completion certificate from previous client where they have successfully rendered the same service	<p>Maximum 10 Points Claimable</p> <ul style="list-style-type: none"> ➤ 5 Projects and More (10 Points) ➤ 4 Projects (8 Points) ➤ 3 Projects (6 Points) ➤ 2 Projects (4 Points) ➤ 1 Project (2 Points)
Quality of methodology relevant to assignment step by step with time frames	<p>Maximum 10 Points Claimable</p> <ul style="list-style-type: none"> ➤ A fully detailed methodology aligned to the Terms of Reference with clear milestones and time frames (10 Points) ➤ Basic methodology with time frames (6 Points) ➤ Unclear methodology with no time frames (2 Points)
Total Points Claimable	100

Only Bidders who score 70% (70 Points) or more on Stage 1 would be evaluated further and eligible for award.

Preferential Procurement Regulations, 2022 Pertaining to the MFMA will apply.

80 points for price, and 20 Mhlontlo specific goals. The joint venture company needs to submit a consolidated B-BBEE certificate.

All tenders shall hold good for 90 days after tender closing date. The Council is not bound to accept the lowest or any tender and or part thereof and the Council reserves the right to accept any tender in whole or in part. All electronic, telegraphic, telefax, e-mail and late tenders will not be considered and tenders not deposited in the tender box as prescribe in this notice will not be considered as well.

For enquiries regarding bid documents, please contact Ms B Jara at 066 4857564.

For technical enquiries please contact the Technical Services of Mhlontlo Local Municipality, Ms N Tukwayo @ 060 997 5909

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Municipal Manager

Mr. L. Ndabeni

Mhlontlo Local Municipality