



**BERGRIVIER MUNICIPALITY**

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**TENDER NO: 8/3/34-2019 (MN187/2019)**

**EXTENSION OF NOORDHOEK LIBRARY IN VELDDRIF**

<b>NAME OF TENDERER:</b>	
<b>Total Bid Price (Inclusive of VAT) (Refer to page 82):</b>	
<b>COMPLETION PERIOD IN WORKING DAYS:</b>	<b>..... Days</b>
<b>B-BBEE LEVEL</b>	

Oct 2019

**PREPARED AND ISSUED BY:**  
Directorate: Finance:  
Supply Chain Management Unit  
Berggrivier Municipality,  
PO Box 60 Piketberg 7320  
Tel no.: (022) 913 6000

**CONTACT FOR ENQUIRIES  
REGARDING SPECIFICATIONS:**

**Ms. Gerna Croeser / Mr. D. Carolissen**  
**Head: Libraries, Museum & Tourism /**  
**Manager: Community Facilities**

**Tel (W): 022 913 6000**  
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**/ [carolissend@bergmun.org.za](mailto:carolissend@bergmun.org.za)**



## BERGRIVIER MUNICIPALITY

### **TENDER 8/3/34-2019 / MN187-2019: EXTENSION OF NOORDHOEK LIBRARY IN VELDDRIF**

**TENDERS** are hereby requested from competent and experienced contractors with a CIDB grading of **2GB** or higher to extend Noordhoek library in Velddrif, as set out in the specifications.

Bids, in sealed envelopes, clearly marked "**Tender No 8/3/34-2019 / MN187-2019: Extension of Noordhoek library - Velddrif**", must be placed in the tender box at the Municipal Offices, 13 Kerk Street, Piketberg no later than **12:00 on Friday, 22 November 2019** when the bids will be opened in public.

Documents and specifications that contain the minimum requirements are available at no fee on the Municipality's Website ([www.bergmun.org.za](http://www.bergmun.org.za)) or a hardcopy on request at a **non-refundable fee of R50** from Ms. Revedy Hendricks at tel. no. (022) 913 6036 or [hendricksr@bergmun.org.za](mailto:hendricksr@bergmun.org.za) during office hours. All technical enquiries can be addressed to Ms. Gerna Croeser / Mr. David Carolissen at tel. no. (022) 913 6000 or e-mail: [piketbergbib@bergmun.org.za](mailto:piketbergbib@bergmun.org.za) / [carolissend@bergmun.org.za](mailto:carolissend@bergmun.org.za)

Tenders must be valid and binding for ninety (**90**) days after closing date.

**This invitation supports the local manufacturing initiatives of the National Government. ONLY locally produced goods, with a set minimum threshold for local production and content will be considered. The Bid documentation submitted MUST be subject to local content as set out in the specifications.**

**Bidders must provide proof of a valid CIDB grading of 2GB and higher, or their CIDB registration.**

**A Compulsory clarification meeting is scheduled for Wednesday, 13 November 2019 at 10h00 where prospective service providers will meet at Noordhoek library in Velddrif.**

Bids will be evaluated using the Council's Supply Chain Management Policy. It is therefore compulsory that the Preference Point Claim form for the Preferential Procurement Regulations is completed in full to make application for preference points. **The Bid price must be VAT inclusive.**

Bidders must be registered as a prospective supplier on National Treasury's Central Supplier Database (CSD). The Tax Clearance Certificate/ Tax Compliance Status (TCS) Pin/ Centralised Suppliers Database (CSD) Registration Number must be submitted together with the bid. Failure to submit a Tax Clearance Certificate/TCS Pin/CSD registration number may result in the invalidation of the bid.

Only bids completed in **black** ink on the original Bid documentation will be accepted. Late, incomplete or Bids submitted by facsimile or email will not be accepted. Proof of submitting a Bid will not be accepted as proof of the Bid having been received. The Municipality is not obliged to accept the lowest or any Bid submitted to it. The Municipality reserves the right to accept any Bid in full or in part.

**MUNICIPAL OFFICES  
13 CHURCH STREET  
PIKETBERG  
7320**

**ADV. HANLIE LINDE  
MUNICIPAL MANAGER**

**MN187/2019**

**25 October 2019**



## BERGRIVIER MUNICIPALITY

### **TENDER 8/3/34-2019 MK187-2019: UITBREIDING VAN NOORDHOEK BIBLIOTEEK IN VELDDRIF**

**TENDERS** word hiermee ingewag van bekwame en ervare kontrakteurs met 'n CIDB-gradering van **2GB** en hoër om uit te brei by Noordhoek biblioteek in Velddrif, soos uiteengesit in die spesifikasies.

Tenders, in verseëelde koeverte en duidelik buite-op gemerk "**Tender No 8/3/34-2019 MK187/2019: Uitbreiding van Noordhoek biblioteek in Velddrif**", moet in die tenderbus by die Munisipale Kantore, Kerkstraat 13, Piketberg geplaas word teen nie later nie as **12:00** op **Vrydag, 22 November 2019** waarna tenders in die openbaar oopgemaak sal word.

Dokumente en spesifikasies is verkrygbaar op Bergrivier Munisipaliteit se webtuiste ([www.bergmun.org.za](http://www.bergmun.org.za)) teen geen fooi of op aanvraag beskikbaar teen 'n **nie-terugbetaalbare tenderfooi van R50.00** by Me. Revedy Hendricks by tel. no. (022) 913 6063 of E-pos [hendricks@bergmun.org.za](mailto:hendricks@bergmun.org.za) gedurende kantoorure. Alle tegniese navrae moet gerig word aan Me. Gerna Croeser / Mnr. David Carolissen by tel. no. (022) 913 6000 of E-pos: [piketbergbib@bergmun.org.za](mailto:piketbergbib@bergmun.org.za) / [carolissend@bergmun.org.za](mailto:carolissend@bergmun.org.za)

Tenders moet geldig en bindend wees vir negentig (**90**) dae na sluitingsdatum.

**Hierdie uitnodiging ondersteun die plaaslike vervaardigingsinisiatiewe van die Nasionale regering. SLEGS plaaslik vervaardigde goedere, met 'n vasgestelde minimum drumpel vir plaaslike produksie en inhoud sal oorweeg word. Die Bod dokumentasie wat ingedien word MOET onderhewig wees aan plaaslike inhoud soos uiteengesit in die spesifikasies.**

**Verskaffers moet bewys lewer van 'n geldige CIDB gradering van 2GB en hoër, of hul CIDB registrasie.**

**'n Verpligte terreinvergadering is geskeduleer vir Woensdag, 13 November 2019 om 10h00 waar voornemende diensverskaffers sal ontmoet by Noordhoek biblioteek in Velddrif.**

Tenders sal geëvalueer word ingevolge die Raad se Voorsieningskanaalbestuursbeleid, 80/20-punte stelsel. Dit is dus verpligtend om die Voorkeurverkrygingsvorm te voltooi om te kwalifiseer vir enige voorkeerpunte. **Pryse moet BTW insluit.**

Verskaffers moet geregistreer wees as 'n voornemende verskaffer op Nasionale Tesourie se Sentrale Databasis (SDB). Die Belastinguitklaringsertifikaat / Belasting ooreenstemmende status Pin / Sentrale verskaffersdatabasis (SDB) nommer (MAAA....), moet saam met die tenderdokument ingedien word. Nie-nakoming hiervan sal die uitslag van die tender ongeldig verklaar.

Slegs tenders wat in **swart** ink voltooi is op die oorspronklike dokumentasie sal aanvaar word. Laat, onvolledige of tenders ontvang per faks of e-pos, sal nie aanvaar word nie. Bewys van versending van 'n tender sal nie as bewys van ontvangs van 'n tender gesien word nie. Die Raad is nie verplig om die laagste of enige tender te aanvaar nie. Die Raad behou die reg voor om enige tender of gedeelte daarvan te aanvaar.

**MUNISIPALE KANTORE  
KERKSTRAAT 13  
PIKETBERG  
7320**

**ADV. HANLIE LINDE  
MUNISIPALE BESTUURDER**

**MK187/2019**

**25 Oktober 2019**



## BERGRIVIER MUNICIPALITY

TENDER DETAILS					
TENDER NUMBER:	<b>TENDER 8/3/34-2019 MN187/2019</b>				
TENDER TITLE:	<b>Extension of Noordhoek library in Velddrif</b>				
CLOSING DATE:	<b>22 November 2019</b>	CLOSING TIME:	<b>12h00</b>		
SITE MEETING:	DATE:	<b>13 Nov '19</b>	TIME:	<b>10h00</b>	COMPULSORY: <b>Yes</b>
SITE MEETING ADDRESS:	<b>Noordhoek Library - Noordhoek Avenue, Velddrif 7365</b>				
<i>NB: Please note that no latecomers will be allowed.</i>					
<i>For all compulsory briefing sessions/site meetings/clarification meetings, bids received from interested bidders that did not attend the meeting or arrived later than predetermined date and time, will be <b>disqualified</b></i>					
CIDB GRADING REQUIRED:	<b>Yes</b>	LEVEL AND CATEGORY:	<b>2GB</b>		
BID BOX:	SITUATED AT: BERGRIVIER Municipal Building, 13 Church Street, BERGRIVIER. The bid box is generally open 24 hours a day, 7 days a week.				
OFFER TO BE VALID FOR:	<b>90 DAYS</b>	DAYS FROM THE CLOSING DATE OF BID.			
TENDERER DETAILS (Please indicate postal address for all correspondence relevant to this specific tender)					
NAME OF TENDERER:					
NAME OF CONTACT PERSON:	CELL PHONE NO :				
PHYSICAL ADDRESS:		POSTAL ADDRESS:			
TELEPHONE #:		FAX NO.			
E-MAIL ADDRESS:					
DATE:					
SIGNATURE OF TENDERER:					
CAPACITY UNDER WHICH THIS BID IS SIGNED:					
PLEASE NOTE:					
<ol style="list-style-type: none"> <li>1. Tenders that are deposited in the incorrect box will not be considered.</li> <li>2. Mailed, telegraphic or faxed tenders will not be accepted.</li> <li>3. If the bid is late, it will not be accepted for consideration.</li> <li>4. Bids may only be submitted on the Bid Documentation provided by the Municipality.</li> </ol>					
ENQUIRIES MAY BE DIRECTED TO:	CONTACT PERSON	TEL. NUMBER	EMAIL ADDRESS		
1. TECHNICAL ENQUIRIES	<b>Ms. Gerna Croeser / Mr. David Carolissen</b>	<b>022 913 6000</b>	<b>piketbergbib@bergmun.org.za</b> / <b>carolissend@bergmun.org.za</b>		
2. ENQUIRIES REGARDING BID PROCEDURES & COMPLETION OF BID DOCUMENTS	<b>Mr. Israel Saunders</b>	<b>022 913 6038</b>	<b>saundersi@bergmun.org.za</b>		



## BERGRIVIER MUNICIPALITY

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**PART A – ADMINISTRATIVE REQUIREMENTS IN  
TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY**



## BERGRIVIER MUNICIPALITY

### 1. CHECKLIST

**PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:**

<b>Certificate of Clarification Meeting Attendance</b> - Is the form duly completed and signed by both tenderer and agent of the Bergrivier Municipality?	Yes	No	
<b>Authority to Sign a Bid</b> - Is the form duly completed and is a <b>certified copy</b> of the <b>resolution</b> attached?	Yes	No	
<b>Tax Clearance Certificate -VALID</b> Tax Clearance Certificate attached/ Tax compliance pin?	Yes	No	
<b>MBD 4</b> (Declaration of Interest) - Is the form duly completed and signed?	Yes	No	
<b>MBD 6.1</b> (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a <b>CERTIFIED</b> copy of the <b>B-BBEE Certificate</b> or the <b>original B-BBEE Certificate</b> attached?	Yes	No	
<b>MBD 6.2</b> (Local Content) - Is the form duly completed and signed? Is a <b>copy of the exchange rates included as per date of advert</b> attached?	Yes	No	
<b>MBD 8</b> (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	No	
<b>MBD 9</b> (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	No	
<b>MBD 10</b> (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the <b>Identity numbers, residential addresses</b> and <b>municipal account numbers</b> of <b>ALL</b> members, partners, directors, etc. provided on the form as requested? Are copies of these municipal accounts attached?	Yes	No	
<b>OHSA</b> (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid <b>Letter of Good Standing</b> from the Compensation Commissioner attached?	Yes	No	
<b>Form of Indemnity</b> - Is the form duly completed and signed?	Yes	No	
<b>Pricing Schedule</b> - Is the form duly completed and signed?	Yes	No	
<b>Form of Offer</b> - Is the form duly completed and signed?	Yes	No	
<b>Declaration by Tenderer</b> - Is the form duly completed and signed?	Yes	No	



## BERGRIVIER MUNICIPALITY

### 2. AUTHORITY TO SIGN A BID

#### 1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

1.1. I, \_\_\_\_\_, the undersigned, hereby confirm that I am the sole owner of the business trading as \_\_\_\_\_ OR

1.2. I, \_\_\_\_\_, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

#### 2. COMPANIES AND CLOSE CORPORATIONS

2.1. **If a Bidder is a COMPANY, a certified copy of the resolution by the board of directors**, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid

2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, **a resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

#### PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorized Signatory	
Capacity	
Specimen Signature	

Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	

Is a <b>CERTIFIED COPY</b> of the resolution attached?	<b>YES</b>		<b>NO</b>	
--	------------	--	-----------	--

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



## BERGRIVIER MUNICIPALITY

### 3. PARTNERSHIP

We, the undersigned partners in the business trading as \_\_\_\_\_ hereby authorize Mr/Ms \_\_\_\_\_ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

### 4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize \_\_\_\_\_ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. \_\_\_\_\_ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



## BERGRIVIER MUNICIPALITY

### 3. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

**This returnable schedule is to be completed by JOINT VENTURES**

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. \_\_\_\_\_  
\_\_\_\_\_  
authorized signatory of the Company/Close Corporation/Partnership (name) \_\_\_\_\_  
\_\_\_\_\_, acting in the capacity of lead partner, to  
sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

(i) Name of firm (Lead partner)			
Address			
		Tel. No.	
Signature		Designation	

(ii) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

(iii) Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

(iv) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

**NOTE:** A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule.



## BERGRIVIER MUNICIPALITY

### 4. STANDARD CONDITIONS OF TENDER (CIDB)

As published in Annex F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 136 Government Gazette No. 38960 of 10 July 2015

#### F.1 General

##### F.1.1 Actions

**F.1.1.1** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

**F.1.1.2** The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

##### Note

- 1) *A conflict of interest may arise due to a conflict of roles, which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty, which would in any way, affect any decisions taken.*

**F.1.1.3** The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

##### F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

##### F.1.3 Interpretation

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

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

**F.1.3.3** For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;



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- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

### F.1.4 Communication and employer's agent

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

### F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

### F.1.6 Procurement procedures

#### F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

#### F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.



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**F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

**F.1.6.2.4** The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

### **F.1.6.3 Proposal procedure using the two stage-system**

#### **F.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

#### **F.1.6.3.2 Option 2**

**F.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

**F.1.6.3.2.2** The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

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

#### **F.2.1 Eligibility**

**F.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

**F.2.1.2** **Notify** the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

#### **F.2.2 Cost of tendering**

**F2.2.1** Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

**F2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

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

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

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

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



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

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

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

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

### **F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

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

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

### **F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

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

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

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

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

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

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

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.

### **F.2.12 Alternative tender offers**

**F.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

**F.2.12.3** An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

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

**F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the



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contract data and described in the scope of works, unless stated otherwise in the tender data.

- F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender 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 employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender 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 employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

### **F.2.15 Closing time**

- F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

### **F.2.16 Tender offer validity**

- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.



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**F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as “SUBSTITUTE”.

### **F.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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

### **F.2.18 Provide other material**

**F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer’s commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer’s request, the employer may regard the tender offer as non-responsive.

**F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

### **F.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

### **F.2.20 Submit securities, bonds and policies**

If requested, submit for the employer’s acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

### **F.2.21 Check final draft**

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

### **F.2.22 Return of other tender documents**

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

### **F.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

## **F.3 The employer’s undertakings**

### **F.3.1 Respond to requests from the tenderer**

**F.3.1.1** Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

**F.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;



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- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

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

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

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

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

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

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

**F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its B-BBEE status level and time for completion for the main tender offer only.

**F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.

### **F.3.5 Two-envelope system**

**F.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

**F.3.5.2** Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on B-BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### **F.3.6 Non-disclosure**

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

### **F.3.7 Grounds for rejection and disqualification**

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

### **F.3.8 Test for responsiveness**

**F.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:



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

**F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender 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, omissions and discrepancies**

**F.3.9.1** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) the summation of the prices.

**F.3.9.2** The employer must correct the arithmetical errors in the following manner:

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

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

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

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

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

#### **F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.



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### F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

### F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 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 received the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.

**The 80/20 point system for acquisition of services, works or goods up to Rand value of R50 million.**

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tender (including price quotation) with a rand value equal to, or above R30 000 and up to Rand value of R50 000 000 (all applicable taxes included):

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

**Where:**

$P_s$  = Points scored for price of bid under consideration;

$P_t$  = Price of bid under consideration; and

$P_{min}$  = Price of lowest acceptable tender or offer.

- 4) (a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:
- 4) (b) Subject to subparagraph (4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

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

- 4) (c) A maximum of 20 points may be allocated in accordance with subparagraph (4) (b)



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- 4) (d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4)(b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).
- 4) (e) Subject to paragraph 4.3.8 of “Standard for Uniformity in Procurement, April 2017”, the contract must be awarded to the tender who scores the highest total number of points.

### The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R50 million

- 5) (a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):

$$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

#### Where:

$P_s$  = Points scored for price of bid under consideration;

$P_t$  = Price of bid under consideration; and

$P_{min}$  = Price of lowest acceptable bid.

- 5) (b) Subject to subparagraph (5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 5) (c) A maximum of 10 points may be allocated in accordance with subparagraph (5) (b).
- 5) (d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5)(a) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).
- 5) (e) Subject to paragraph 4.3.8 of “Standard for Uniformity in Procurement, April 2017”, the contract must be awarded to the tender who scores the highest total number of points.

#### F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

#### F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

#### Where:

$N_{FO}$  = the number of tender evaluation points awarded for price.



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$W_1$  = the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

$A$  = a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

**Table F.1: Formulae for calculating the value of A**

Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>
1	Highest price or discount	$A = \left(1 + \frac{P - P_m}{P_m}\right)$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{P - P_m}{P_m}\right)$	$A = P_m / P$
<sup>a</sup> $P_m$ = is the comparative offer of the most favourable comparative offer. $P$ = is the comparative offer of the tender offer under consideration.			

### F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

### F.3.11.9 Scoring functionality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_O / M_S$$

**Where:**

$S_O$  = the score for quality allocated to the submission under consideration;

$M_S$  = the maximum possible score for quality in respect of a submission; and

$W_2$  = the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

### F.3.12 Insurance provided by the employer

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

### F.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- has the legal capacity to enter into the contract,
- is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered



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by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

### **F.3.14 Prepare contract documents**

**F.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

**F.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

### **F.3.15 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.3.16 Notice to unsuccessful tenderers**

**F.3.16.1** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

**F.3.16.2** After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

### **F.3.17 Provide copies of the contracts**

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

### **F.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information, which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

### **F.3.19 Transparency in the procurement process**

**F.3.19.1** The cidb prescripts require that tenders must be advertised and be registered on the cidb i-Tender system.

**F.3.19.2** The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

**F.3.19.3** The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

**F.3.19.4** The client must publish the information on a quarterly basis, which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering



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- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

**F3.19.5** The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

**F3.19.6** Consultative Forum must be an independent structure from the bid committees. F3.19.7 The information must be published on the employer's website.

**F 3.19.8** Records of such disclosed information must be retained for audit purposes.



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### 5. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

#### 1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.



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- 1.19. "Manufacture" means the production of products in a factory using labor materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

### **2. Application**

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

### **3. General**

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

### **4. Standards**

- 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

### **5. Use of contract documents and information; inspection.**

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.



## **BERGRIVIER MUNICIPALITY**

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- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

### **6. Patent rights**

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

### **7. Performance security**

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - 7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - 7.3.2. a cashier's or certified cheque.
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

### **8. Inspections, tests and analyses**

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.



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8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

### 9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

### 10. Delivery

Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.

### 11. Insurance

The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

### 12. Transportation

Should a price other than an all-inclusive delivered price be required, this shall be specified.

### 13. Incidental

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

### 14. Spare parts

- 14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- 14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - 14.1.2. in the event of termination of production of the spare parts:
    - 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - 14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.



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### 15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

### 16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made by the purchaser **no later than thirty (30) days** after submission of an **invoice, statement** or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated.

### 17. Prices

Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

### 18. Variation orders

In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.

### 19. Assignment

The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

### 20. Subcontracts

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

### 21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the



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supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

### 22. Penalties

Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

### 23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
  - 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.



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23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

23.6.1. the name and address of the supplier and / or person restricted by the purchaser;

23.6.2. the date of commencement of the restriction

23.6.3. the period of restriction; and

23.6.4. the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

### **24. Anti-dumping and countervailing duties and rights**

When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

### **25. Force Majeure**

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

### **26. Termination for insolvency**

The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

### **27. Settlement of Disputes**

27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4. Notwithstanding any reference to mediation and/or court proceedings herein,



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27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

### **28. Limitation of liability**

28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

### **29. Governing language**

The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

### **30. Applicable law**

The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

### **31. Notices**

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

### **32. Taxes and duties**

32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

### **33. Transfer of contracts**

The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.



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### **34. Amendment of contracts**

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

### **35. Prohibition of restrictive practices.**

- 35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

*General Conditions of Contract (revised July 2010)*



## BERGRIVIER MUNICIPALITY

### 6. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the “**TENDER NUMBER: 8/3/34-2019 MN187-2019**” clearly endorsed on the envelope, must be deposited in the **TENDER BOX** at the offices of the Bergrivier Municipality, Kerk Street, Piketberg 7320.
2. The tender must be lodged by the Tenderer in the tender box in the Main Entrance, Bergrivier Municipal Offices, Kerk Street, Piketberg 7320.

#### PLEASE NOTE:

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
  - 2.2. Mailed, telegraphic or faxed tenders will not be accepted.
  - 2.3. Documents may only be completed in non-erasable ink.
  - 2.4. The use of correction fluid/tape is not allowed.
    - 2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
    - 2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
  - 2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
  - 2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
- 3. Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000.00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please insure that provision is made for VAT in these instances.**
- 3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
  - 3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Bergrivier Municipality is **4000 846 172**.
- 3 Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
  - 4 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
  - 5 Tenders shall be opened in public at the Bergrivier Municipal Offices as soon as possible after the closing time for the receipt of tenders. Tenderers are encourage to attend these openings.
  - 6 The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY;
    - 6.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
    - 6.2 The tenderer shall declare **all** the Municipal account numbers in the Bergrivier Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.



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7 This bid will be evaluated and adjudicated according to the following criteria:

- 7.1 Relevant specifications
- 7.2 Value for money
- 7.3 Capability to execute the contract
- 7.4 PPPFA & associated regulations

### 8 Service Level Agreement

The award of the tender is subject to the signing of a Service Level Agreement (SLA) between the successful bidder and Bergrivier Municipality.

### 9 Centralised Supplier Database

No Bids will be awarded to a bidder who is not registered on the Centralized Supplier Database (CSD).

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self – register on the CSD website at [www.csd.gov.za](http://www.csd.gov.za) Registration on the CSD will be compulsory in order to conduct business with the Bergrivier Municipality. Registration on CSD can be done by contacting 022 913 6000 Mrs. Elorese Scholtz

**Centralized Supplier Database (CSD) No. MAAA.....**

**BERGRIVIER MUNICIPALITY****7. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS**

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. The **Tax Clearance Certificate**/ Tax Compliance Status (**TCS**) Pin/ Centralised Suppliers Database (CSD) Registration Number **must be submitted together with the bid**. Failure to submit a Tax Clearance Certificate/TCS Pin/CSD registration number may result in the invalidation of the bid.
    - (a) *Tax Compliance Status (TCS) Pin as of 18 April 2016*
      - i. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which will be used to verify a bidder's tax status online via SARS E-filing. This option will be used to verify the status of the service provider (which should be active or compliant) and will determine if the offer will be further evaluated or omitted, even if the bidder only submitted a TCC as per point 1 above. Service provider's status which is found inactive or non-compliant their offers will be omitted. Bidders who are not in possession of a valid Tax Clearance Certificate must issue the municipality with the following:

Tax Clearance Certificate printed for SARS E-filing	
Tax Reference Number:	
Tax Compliance Status Pin:	
  2. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate, Tax Compliance Status Pin or CSD Registration number
  3. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website [www.sars.gov.za](http://www.sars.gov.za).
  4. If a bidder is registered on Bergrivier Municipality supplier's database; that contains a tax clearance certificate which is active on closing date of Bid/Formal quotation, it must be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be required.
4. Non adherence to point 4 above may invalidate your offer.



## BERGRIVIER MUNICIPALITY

### PART B: TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

#### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....



**BERGRIVIER MUNICIPALITY**

**8. MBD 4 – DECLARATION OF INTEREST**

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

3.1.	Full Name of bidder or his or her representative												
3.2.	Identity Number												
3.3.	Position occupied in the Company (director, shareholder <sup>2</sup> etc.)												
3.4.	Company Registration Number												
3.5.	Tax Reference Number												
3.6.	VAT Registration Number												
3.7.	Are you presently in the service of the state?	YES		NO									
3.7.1.	If so, furnish particulars:												
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO									
3.8.1.	If so, furnish particulars:												

<sup>1</sup> MSCM Regulations: “in the service of the state” means to be –

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

<sup>2</sup> “Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.



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<b>3.9.</b>	<b>Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?</b>	YES		NO	
3.9.1.	If so, furnish particulars:				
<b>3.10.</b>	<b>Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?</b>	YES		NO	
3.10.1.	If so, furnish particulars:				
<b>3.11.</b>	<b>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</b>	YES		NO	
3.11.1.	If so, furnish particulars:				
<b>3.12.</b>	<b>Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</b>	YES		NO	
3.12.1.	If so, furnish particulars:				
	Name of the spouse/child/parent : ..... ID number of the spouse/child/parent:..... Relationship to the official : ..... Designation of the spouse/child/parent: ..... Employer of the spouse/child/parent : .....				
<b>3.13.</b>	<b>Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?</b>	YES		NO	
3.13.1.	If so, furnish particulars:				



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3.14.	Please provide the following information on ALL directors/shareholders/trustees/members below:		
Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State <sup>3</sup> Employee Number

**NB:**

a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)

b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

**4. DECLARATION**

I, the undersigned (name) \_\_\_\_\_, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

<sup>3</sup> MSCM Regulations: "in the service of the state" means to be –

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

**BERGRIVIER MUNICIPALITY****9. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 – PURCHASES/SERVICES 80/20****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, 2017.**

**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 of up to R50 000 000 (all applicable taxes included); and
- The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable; or

1.2 Points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
1.1.1. Price	80
1.1.2. B-BBEE status level of contribution	20
<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 submit proof of B-BBEE Status level of contributor 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 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.2 **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.3 **“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 goods or services, through price quotations, advertised competitive bidding processes or proposals;

2.4 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003); as amended by Act No. 46 of 2013; (this was added by us)

2.5 **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

2.6 **“functionality”** means the ability of a tenderer to provide goods or services in accordance with



## BERGRIVIER MUNICIPALITY

specifications as set out in the tender documents.

- 2.7 “prices” includes all applicable taxes less all unconditional discounts;
- 2.8 “proof of B-BBEE status level of contributor” means:
  - 2.8.1 B-BBEE Status level certificate issued by an authorized body or person;
  - 2.8.2 A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 2.8.3 Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9 “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.10 “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

**Where:**

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

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0



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### 5. BID DECLARATION

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

### 6. B -BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: = ..... (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 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 a sworn affidavit.

### 7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted? <i>(Tick applicable box)</i>	YES		NO	
7.1.1 If yes, indicate:				
7.1.1.1 what percentage of the contract will be subcontracted?	%			
7.1.1.2 the name of the sub-contractor?				
7.1.1.3 the B-BBEE status level of the sub-contractor?				
7.1.1.4 whether the sub-contractor is an EME or QSE? <i>(Tick applicable box)</i>	YES		NO	

7.1.1.5 Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
Black people	√	√
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		



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### 8. DECLARATION WITH REGARD TO COMPANY/FIRM

<b>8.1 Name of Company/firm:</b>		
<b>8.2 VAT registration number</b>		
<b>8.3 Company registration number</b>		
<b>8.4 Type of Company/Firm: (Tick applicable box)</b>	Partnership / Joint Venture / Consortium	<input type="checkbox"/>
	One person business / sole proprietor	<input type="checkbox"/>
	Close Corporation	<input type="checkbox"/>
	Company	<input type="checkbox"/>
	(Pty) Limited	<input type="checkbox"/>
<b>8.5 Describe Principal Business Activities</b>		
<b>8.6 Company Classification (Tick applicable box)</b>	Manufacturer	<input type="checkbox"/>
	Supplier	<input type="checkbox"/>
	Professional service provider	<input type="checkbox"/>
	Other service providers, e.g. transporter, etc.	<input type="checkbox"/>
<b>8.7 Municipal Information</b>		
<b>Municipality where business is situated:</b>		
<b>Registered Account Number:</b>		
<b>Stand Number:</b>		
<b>8.8 Total Number of years the Company/Firm has been in business:</b>		



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9. 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 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- a. The information furnished is true and correct;
  - b. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
  - c. In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
  - d. 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 –
    - i. disqualify the person from the bidding process;
    - ii. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - iii. 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;
    - iv. restrict the bidder or contractor, 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
    - v. forward the matter for criminal prosecution

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			

**BERGRIVIER MUNICIPALITY****10. MBD 6.2 - DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

**1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;



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2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

*	Water Meters	40%
*	Valves	70%
*	Fabricated Structural Steel	100%
*	Roof and Cladding	100%
*	Cupboards	100%
*	PVC Pipes	100%

Please submit also letters of exemption from DTI if local content is not 100%.  
Please ensure that you put all the items on Annexure A on which you make an offer.

3. Does any portion of the goods or services offered have any imported content?  
(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

**NB: Bidders must submit proof of the SARB rate (s) of exchange used on date of advert**

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			



## BERGRIVIER MUNICIPALITY

### LOCAL CONTENT DECLARATION (REFER TO ANNEX B OF SATS 1286:2011)

#### LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF TENDER NO. **8/3/34-2019 MN187-2019**, ISSUED BY BERGRIVIER MUNICIPALITY.  
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder entity), the  
following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished



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in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

	SIGNATURE	DATE
<b>TENDERER:</b>		
<b>WITNESS No. 1:</b>		
<b>WITNESS No. 2:</b>		

Steel Construction Materials	Components	Local Content Threshold
Fabricated Structural Steel	Latticed steelwork, reinforcement steel, columns, beams, plate girders, rafters, bracing, cladding supports, stair stringers & treads, ladders, steel flooring, floor grating, handrailing and balustrading, scaffolding, ducting, gutters, launders, downpipes and trusses	100%
Joining/Connecting Components	Gussets, cleats, stiffeners, splices, cranks, kinks, doglegs, spacers, tabs, brackets	100%
Frames	Doors and Windows	100%
Roof and Cladding	Bare steel cladding, galvanised steel cladding, colour coated cladding	100%
Fasteners	Bolts, nuts, rivets and nails	100%
Wire Products	All fencing products: all barbed wire and mesh fencing, fabric/mesh reinforcing, gabions, wire rope/strand and chains, welding electrodes, nails/tacks, springs and screws	100%
Ducting and Structural Pipework	Non-conveyance tubing fabricated from steel sheeting and plate with structural supports	100%
Gutters, downpipes & launders	Fabricated materials made from sheeting associated with roof drainage systems	100%

Steel Construction Materials	Local Content Threshold
Plates (>4.5mm thick and supplied in flat pieces)	100%
Sheets (<4.5mm thick and supplied in coils)	100%
Galvanised and Colour Coated Coils	100%
Wire Rod and Drawn Wire	100%
Sections (Channels; Angles, I-Beams and H-Beams)	100%
Reinforcing bars	100%



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The stipulated minimum threshold for local production and content for **Residential Water Meters** is set as follows for the specific types of meters:

Meter Category	Local Content Threshold
Prepaid Water Meters	40%
Postpaid Water Meters	40%

Types of Valves	Pressure type	Size	Pressure Rating (or imperial equivalent)	% Local Content per unit
<b>Check Valves</b> (Non-Return valves, Reflux valves, Tilting Disk valves Double Door, Multi Door, Swing Check)	Low pressure	80mm-3500mm	PN6-PN25	70%
	High pressure	80mm-2500mm	Class 150 -1500 Metric PN25 - PN250	70%
<b>Butterfly Valves</b> (Rotating Disk valves, Rotary Control valve, Quarter Turn Gate valve)	Low pressure	80mm-3500mm	PN6-PN25	70%
	High pressure	80mm-3500mm	Class 150 -1500 Metric PN25 - PN250	70%
<b>Ball Valves</b> (Spherical valves, Rotary valves)	Low pressure	20-300mm	PN10-PN25	70%
	High pressure	20-600mm	Class 150 - 4500 Metric PN25 - PN450	70%
<b>Gate Valves</b> (RSVs, Wedge Gates, Sluice valves, Parallel Slides, Penstocks, Bonnet Gates, Scour valves)	Low pressure	15mm-1800mm	PN6 - PN25	70%
	High pressure	80mm-1800mm	Metric PN 25 - PN100	70%
<b>Diaphragm Valves</b> (Slurry valve or Saunders valve)	Low pressure	15mm-350mm	PN10, PN16 & PN 25	70%
<b>Knife Gate Valves</b>	Low pressure	40mm-1200mm	PN10 & PN16	70%
<b>Safety or Relief Valves</b> (Pressure valve or Vacuum valve)	Low pressure	15mm-32mm	PN16	70%
<b>Taps, Cocks</b>	Low pressure	Full range	N/A	70%
<b>Pneumatic Actuators - Double acting</b> (Vein type, Linear Type, Scotch Yolk Type, Rotary Type, Double Crank Type, Rack & Pinion Type)	Low pressure	~392 000nm torque	N/A	70%
<b>Pneumatic Actuators - spring return</b> (Vein type, Linear Type, Scotch Yolk Type, Rotary Type, Double Crank Type, Rack & Pinion Type)	Low pressure	~215 000nm torque	N/A	70%



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Types of Valves	Pressure type	Size	Pressure Rating (or imperial equivalent)	% Local Content per unit
<b>Manual Actuators</b> (Gearboxes)	Low pressure	~200 000nm torque	N/A	70%
<b>Fire Hydrants</b> (Underground) Fire Deluge valve	Low pressure	65mm inlet	PN16	70%
<b>Pressure Reducing Valve</b> (PRV) (Self-Regulating valve)	Low pressure	Full range	Full range	70%
<b>Plug Valves</b> (excluding expanding plug valves) (Double Block & Bleed valve)	Low pressure	20-600mm	PN10-PN26	70%
	High pressure	20-600mm	PN25-PN100	
<b>Control Valve</b> (Globe Control valve, Piston Type Control valve)	Low pressure	25-600mm	PN10-PN25	70%
	High pressure	25-600mm	Class 150 -4500 Metric PN25 - PN750	
<b>Air Valve</b> (Vacuum release valve)	Low pressure	50-300mm	PN10-PN25	
	High pressure	50-300mm	PN25-PN40	
<b>Pinch Valve</b> (slurry valve)	Low pressure	50 -800mm	PN10 -PN40	
<b>Disc Valve</b>	Low pressure	50-600mm	PN10-PN16	
<b>Sleeve Valve</b> (Fixed Cone valves, Discharge valves, Scour valves, Howell Bungler valves Energy Dissipating valve)	Low pressure	Full range	PN 10 - PN25	



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8	Steel stationery cupboard	100%
9	Steel drawer(s) filing cabinet	100%
10	Wood stationery cupboard	100%
11	Wood drawer(s) filing cabinet	100%

- 3.3 The stipulated minimum threshold percentages for local production and content for the Plastic Pipes is **100%**.
- 3.4 To ensure that local production and content is discharged on manufacturing activities, the following components must be included in bid invitations:

Product Types	Stipulated minimum threshold local content
Polyvinyl chloride (PVC) pipes	100%
High density polyethylene (HDPE) pipes;	100%
Polypropylene (PP) pipes	100%
Glass reinforced plastic (GRP) pipes	100%



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<b>ANNEXURE C</b>	<b>SATS 1286.2011</b>
<b>Local Content Declaration – Summary Schedule</b>	

<b>(C1) Tender No.</b>	8/3/34-2019 MN187-2019		
<b>(C2) Tender Description</b>	EXTENSION OF NOORDHOEK LIBRARY IN VELDDRIF		
<b>(C3) Designated product(s)</b>			
<b>(C4) Tender Authority</b>			
<b>(C5) Name of Tendering Entity</b>			
<b>(C6) Tender Exchange Rate</b>	Currency		Rate
<b>(C7) Specified local content %</b>	<b>REFER TO PAGE 46</b>		

NOTE: VAT to be excluded from all calculations
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Calculation of local content							
Tender Item No's	List of Items	Tender Price – each	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Tender Quantity	Total tender value	Total exempted imported content	Total imported content
(C16)	(C17)	(C18)	(C19)
<b>(C20) Total tender value</b>			
<b>(C21) Total Exempt imported content</b>			
<b>(C22) Total Tender value net of exempt imported content</b>			
<b>(C23) Total Imported content</b>			
<b>(C24) Total local content</b>			
<b>(C25) Average local content % of tender</b>			

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION \_\_\_\_\_

DATE \_\_\_\_\_



**BERGRIVIER MUNICIPALITY**

<b>ANNEXURE D</b>	<b>SATS 1286.2011</b>
<b>Imported Content Declaration – Supporting Schedule to Annexure C</b>	

<i>(D1)</i>	<b>Tender No.</b>	8/3/34-2019 MN187-2019		
<i>(D2)</i>	<b>Tender Description</b>	EXTENSION OF NOORDHOEK LIBRARY IN VELDDRIF		
<i>(D3)</i>	<b>Designated product(s)</b>			
<i>(D4)</i>	<b>Tender Authority</b>			
<i>(D5)</i>	<b>Tendering Entity's Name</b>			
<i>(D6)</i>	<b>Tender Exchange Rate</b>	<b>Currency</b>		<b>Rate</b>

NOTE: VAT to be excluded from all calculations

A. Exempted imported content				Calculation of imported content					
Tender item no's	Description of imported content	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost
<i>(D7)</i>	<i>(D8)</i>	<i>(D9)</i>	<i>(D10)</i>	<i>(D11)</i>	<i>(D12)</i>	<i>(D13)</i>	<i>(D14)</i>	<i>(D15)</i>	<i>(D16)</i>

Summary	
Tender Quantity	Exempted imported value
<i>(D17)</i>	<i>(D18)</i>

*(D19)* Total exempt imported value

This total must correspond with Annex C – C21

B. Imported directly by the Tenderer				Calculation of imported content					
Tender item no's	Description of imported content	Unit of measure	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost
<i>(D20)</i>	<i>(D21)</i>	<i>(D22)</i>	<i>(D23)</i>	<i>(D24)</i>	<i>(D25)</i>	<i>(D26)</i>	<i>(D27)</i>	<i>(D28)</i>	<i>(D29)</i>

Summary	
Tender Quantity	Total imported value
<i>(D30)</i>	<i>(D31)</i>

*(D32)* Total imported value by tenderer

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**BERGRIVIER MUNICIPALITY**

**ANNEXURE D - Continued**

**SATS 1286.2011**

**Imported Content Declaration – Supporting Schedule to Annexure C**

**NOTE: VAT to be excluded from all calculations**

C. Imported by a 3 <sup>rd</sup> party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
<b>(D45) Total imported value by 3<sup>rd</sup> party</b>											

D. Other foreign currency payments			Calculation of foreign currency payments		Summary of Payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender rate of exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
<b>(D52) Total of foreign currency payments declared by tenderer and/or 3<sup>rd</sup> party</b>						
<b>(D53) Total o imported content and foreign currency payments – (D32), (D45) and (D52) above</b>						

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

**This total must correspond with Annex C – (C23)**

DATE



## BERGRIVIER MUNICIPALITY

<b>ANNEX E</b>	<b>SATS 1286.2011</b>
<b>Local content Declaration – Summary Schedule</b>	

<b>(E1) Tender No.</b>	8/3/34-2019 MN187-2019	<b>NOTE: VAT to be excluded from all calculations</b>
<b>(E2) Tender Description</b>	EXTENSION OF NOORDHOEK LIBRARY IN VELDDRIF	
<b>(E3) Designated product(s)</b>		
<b>(E4) Tender Authority</b>		
<b>(E5) Tendering Entity's Name</b>		

<b>LOCAL PRODUCTS (Goods, Services and Works)</b>		
Description of items purchased	Local suppliers	Value
<i>(E6)</i>	<i>(E7)</i>	<i>(E8)</i>
<b>(E9) Total local products (Goods, service and works)</b>		

**(E10) Manpower costs** (Tenderer's own manpower cost)

**(E11) Factory overheads** (Rental, depreciation & amortization, utility costs, consumables, etc.)

**(E12) Administration overheads and mark-up** (Marketing, insurance, financing interest, etc.)

**(E13) Total local content**

**This total must correspond with Annex C – C24**

\_\_\_\_\_  
SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

\_\_\_\_\_  
DATE



**BERGRIVIER MUNICIPALITY**

**11. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - 3.1. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
  - 3.2. been convicted for fraud or corruption during the past five years;
  - 3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - 3.4. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector?  <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	<b>Yes</b>	<b>No</b>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <i>(To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	<b>Yes</b>	<b>No</b>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	<b>Yes</b>	<b>No</b>



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

**5. CERTIFICATION**

I, the undersigned (full name), \_\_\_\_\_, certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



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**12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>4</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - 3.1. take all reasonable steps to prevent such abuse;
  - 3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

**CERTIFICATE OF INDEPENDENT BID DETERMINATION:**

In response to the invitation for the bid made by:

**BERGRIVIER MUNICIPALITY**

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

<sup>4</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



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- 5.1. has been requested to submit a bid in response to this bid invitation;
  - 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - 5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>5</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- 7.1. prices;
  - 7.2. geographical area where product or service will be rendered (market allocation)
  - 7.3. methods, factors or formulas used to calculate prices;
  - 7.4. the intention or decision to submit or not to submit, a bid;
  - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
  - 7.6. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

<sup>5</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



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**13. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES**

**DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)**

I, \_\_\_\_\_, \_\_\_\_\_ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1) (d) (i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Bergrivier Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of \_\_\_\_\_ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

**FURTHER DETAILS OF THE BIDDER’S Director / Shareholder / Partners, etc.:**

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

**NB:** Please attach certified copy (s) of ID document(s) and Municipal Accounts  
 If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

<b>Signature</b>	<b>Position</b>	<b>Date</b>



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**14. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)**

**COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)**

**Bergvriër Municipality** has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

Contractor's registration number with the office of the Compensation Commissioner:

**NOTE:**

**A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.**

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



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### 15. FORM OF INDEMNITY

#### INDEMNITY

Given by (Name of Company) \_\_\_\_\_

of (registered address of Company) \_\_\_\_\_

a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) \_\_\_\_\_

\_\_\_\_\_ in his capacity as (Designation) \_\_\_\_\_

of the Contractor, is duly authorised hereto by a resolution dated \_\_\_\_\_/20\_\_\_\_,

to sign on behalf of the Contractor.

**WHEREAS** the Contractor has entered into a Contract dated \_\_\_\_\_ / 20\_\_\_\_, with the Municipality who require this indemnity from the Contractor.

**NOW THEREFORE THIS DEED WITNESSES** that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	



## **PART B – SPECIFICATIONS AND PRICING SCHEDULE**



# TECHNICAL SPECIFICATIONS

## 1. SCOPE OF WORKS AND GENERAL PROVISIONS

Quotations are hereby requested from competent and duly registered contractors, with a CIDB-grading of 2GB and higher, to add an extension the existing library in Noordhoek (Velddrif). The detailed scope of the works will be pointed out to prospective bidders at a compulsory site-meeting to be held on 13 November 2019, at the Noordhoek Library in Velddrif at 10:00.

### 1.1 Works Description

The works comprise of the construction of a single storey building, open plan Library in Noordhoek Velddrif, as an extension of the existing library, which is next to an existing community hall, all to be built in accordance with the approved drawings and plans (**attached for easy reference**). Your attention is also drawn to the fact that a BOQ will not be supplied, since the approved plans can be used to derive at the appropriate costing for this project. Where the plans indicate that engineer's specifications for certain elements of the project must be obtained, the contractor must make provision in the pricing for such services, and these specifications must be submitted to the municipality for approval, at least 3 days before construction occurs. Also, all construction work must be executed in accordance with the requirements of the National Building Regulations, Act 103 of 1977, as amended. It must also be noted that the scope of works can be reduced, based on the available funding, and the municipality is not obliged to accept any tender, either in part or in full.

### 1.2 Site Description

The site is Erf 462 and Erf 463, Noordhoek in Velddrif, and is next to an existing community hall. The site will be handed over to the contractor within 7 days of appointment-date. After the site was handed over, construction must commence within 7 calendar days. The extent of the site and area of work will be pointed out to the contractor by the representative of the municipality, especially for purposes of site-establishment. The municipality does not take any responsibility for any losses suffered by the contractor in establishing the site for construction purposes, due to any discrepancies in the cadastral data under the control of the municipality, and the contractor will not use the site for any other purpose than that of carrying out the works under this contract. Access to the site shall be restricted and carefully managed by the contractor and the municipality will be indemnified against any losses suffered by the contractor, its staff or its agents, or by any third party, of whatsoever nature due to the site being under the control and authority of the contractor. There will be parking limitations on the site, and the representative of the municipality will point this out to the contractor at site establishment, and during the construction process, and any reasonable instruction by the municipality in this regard must be adhered to. The site must be enclosed neatly, and in accordance with the reasonable instructions of the municipal representative. A standard notice board must be erected by the contractor (as specified by the SAIA), and it must be done in accordance with the wording/dimensions/specifications agreed to by the municipality.

Kindly note that the successful service provider cannot subcontract more than 25% of the work, and such subcontracting can only be done pursuant to the written permission of the municipality. Any consent granted in this regard, and the appointment of a subcontractor shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the



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Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees. All work must be done according to the Occupational Health and Safety Act, (Act No. 85 of 1993) Gazetted in Vol. 440, No. 23108, 10 February 2002, Regulation Gazette, No. 7276 No. R. 155. The work must commence within 14 days after receiving an official order, and it must be completed within 120 days (save for any indulgences allowed, in the sole and exclusive discretion of the municipality). A penalty of R1 500,00 per work day will be applicable for the late completion of the work. Only delays which affect the critical path of the construction in terms of an approved construction programme submitted by the contractor (which must be submitted before commencement of the project) will be considered by the municipality, for purposes of the revision of the date for practical completion. The contractor must allow for 15 (fifteen) working days during the construction period in the programming of the works for delays resulting from circumstances as listed. Revision of the date of practical completion will only be allowed after claims for delays have been granted and thereby exceeding this period (of 15 days).

Prospective tenderers must also be aware that the library will continue to be in full operation for the duration of the building project, and care must be taken to limit the impact on library users, staff and the operations of the facility. The contractor must also note that the building lines indicated on the drawings must be adhered to, and that the appropriate barricading must be erected around the site. A standard contracts work insurance must be effected by the contractor, to the value of the contract sum plus 20%. In addition, comprehensive public liability insurance must be effected, to the amount of R5 000 000. Also, a 5% retention of the contract sum will be applicable. The retention will be released at practical completion (or soon as possible thereafter), and the contractor must issue a retention guarantee from a suitable and registered insurance broker, and the guarantee must run for a period of twelve months.

On practical completion, the contractor must hand over instruction manuals, certificates, product guarantees, manufacturer's instructions etc, in respect of the following (where applicable), in conjunction with (or apart) from any documentation that might be requested to demonstrate conformance to SANS guidelines:

- Termite protection
- Glazing
- Aluminium windows and doors
- Plumbing installations and sanitary-ware
- Electrical installation
- Roof trusses and steel construction
- Roof cover
- Waterproofing

The municipality may require the submission of "shop drawings" which are drawings, diagrams, illustrations, schedules, performance charts, brochures, operating manuals and other data which are prepared by the contractor or any subcontractor, manufacturer, supplier or distributor and which illustrate some portion of the works. If required, the contractor must ensure its timeous submission, so that the construction program is not compromised. These drawings (if and when required) will be for the expense of the contractor, and must be submitted to the municipality for approval, before



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installation or construction can occur. Shop drawings will be prepared to show all details of installations, including reticulation, fixing of components and assemblies. The municipality also requires that as-built drawings be submitted by the contractor, indicating the position of construction breaks, the extent of individual concrete pours and any other amendment agreed to on the plans/drawings of the structural engineers for purposes of record keeping.

### 2. CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, Third Edition (2015) published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from [www.saice.org.za](http://www.saice.org.za). Work carried out under this Contract, must conform to the South African National Standards.

The following general conditions of contract must also be noted by the contractor;

- It is the responsibility of the Contractor to have knowledge of the extent and nature of the work and materials required for carrying out the completion of the works before submitting his tender.
- The Contractor shall take instructions only from the Employer's Agent, the Employer's Agent's Representative.
- In order to carry out and complete the Works the Contractor shall employ on the site only such persons that are careful, competent and efficient in their various trades and professions.
- The Contractor shall provide all necessary supervision while carrying out the Works.
- On Completion of the Works the Contractor shall clear away and remove from the Site all Construction Equipment, surplus material, rubble and Temporary Works.
- The quality of plants, workmanship and materials must be suitable for the purposes intended, to the satisfaction of the municipality.
- At completion of the works, adequate notice must be given to the municipality for inspection purposes, before an invoice can be submitted or signed off.
- The Contractor must comply with, and must ensure that its employees and visitors comply with, all relevant and applicable laws, codes, standards, guidelines, rules, policies and procedures relating to health and safety in the work-place.
- Before carrying out any work at the municipal premises, the Contractor must identify any foreseeable hazards associated with the place of work and the work to be carried out by the Contractor, that has the potential to harm the health or safety of any person, assess the risk of harm to the health or safety of any person arising from any hazard identified, and
- Eliminate any reasonably foreseeable risk to the health or safety of any person arising from any hazard identified or, if it is not reasonably practicable to eliminate the risk, develop measures or procedures to effectively control the risk.
- The Contractor must ensure that each employee has the necessary skills, knowledge, qualifications, training, competence and experience, to carry out the work, including qualifications, certification and competencies required under the OHS Act 85 of 1993 and the OHS Regulations.
- Contract instructions issued on site are to be recorded in triplicate in an instruction book which is to be maintained on site by the contractor, and all instructions must be in writing. If



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instructions are given telephonically, it must be followed up in writing as soon as reasonably possible.

### 3. PERSONAL PROTECTIVE EQUIPMENT

The Contractor must ensure that each person carrying out work at or visiting the premises is provided with, and wears at all times if necessary, all the appropriate personal protective equipment including if required, but not limited to:

- (a) Head protection (safety helmet),
- (b) Protective footwear (laced-up with steel toe protector),
- (c) Hearing protectors (including ear plugs, ear canal caps, ear muffs and hearing protective helmets),
- (d) Eye protection equipment (including safety glasses or goggles (with sun protection where necessary), wide-vision goggles, face shield and hood),
- (e) Respiratory protection (including particulate respirator, gas filter respirator and supplied air respirator),
- (f) Hand protection (including safety gloves),
- (g) Wet weather clothing and footwear,
- (h) Sun protection cream when exposed to excessive sun,
- (i) High visibility safety clothing or safety vests when working close to moving traffic or construction vehicles.
- (j) Is informed of any limitations of the equipment, and
- (j) Is provided with the instruction and training necessary to ensure that the equipment controls the risk for which it is provided.

### 4. CONTRACTOR'S MACHINERY

The Contractor must comply with, and ensure that all machinery complies with, the requirements of the applicable OHS Regulations, including in particular the requirements of:

- (a) Design, manufacture and registration of plant,
- (b) Supply of plant, and
- (c) Working with plant.

The contractor must also ensure that all hazards arising from the installation, commissioning, erection and use of machinery, and the systems of work associated with the machinery, are identified and the consequent risks assessed and eliminated or controlled, and ensure that all plant is properly inspected, maintained, repaired and cleaned by a competent person in accordance with the requirements of the OHS Regulation and manufacturers' procedures, specifications or instructions, ensure that each employee who will be operating a machine:

- (a) Holds any licence or certificate necessary to operate the machine, and
- (b) Has been provided with adequate information and training in the inspection, use, operation, maintenance and care of the machine.

### 5. CERTIFICATION OF EMPLOYEES

The Contractor must ensure that each employee who will be carrying out scheduled work under the relevant regulations holds a recognised qualification or a certificate of competency issued by an approved training authority.



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### 6. DEMARCATION OF WORK AREAS

Work areas that pose a potential danger to people and public, must be visibly or structurally cordoned off with barriers, netting or appropriate fencing with hazard tape applied in zig-zag formation where necessary. The method used must be suitable for the purpose, e.g. physical barriers or fences must be used to prevent people from falling into trenches. The barriers, netting and wire-fencing hazard tape must be neat and clearly visible. Temporary lighting or effective reflectors shall be implemented if the danger exists that barriers become ineffective during poor visibility or darkness. Clearly visible Safety Signs shall be installed by the contractor to alert third parties entering the work area of the dangers / hazards that exists in such a work area. These signs shall comply with SANS relevant standards and shall be appropriate for the type of work performed in the work area.

### 7. CONDUCT OF CONTRACTOR'S PERSONNEL

The Contractor shall instruct its employees to comply with the following

- a) No one shall enter any part of the Municipality's premises, including the work site, other than for the purpose carrying out the work specified for the project.
- b) A Contractor may not commence with work on a site, before their presence has been notified to the person in charge of the site.
- c) All staff and Contractor personnel needing access must be issued by the Contractor with a suitable form of identification.
- d) No fire shall be started on the premises, and no leisure activities shall be conducted.
- e) Personal protective equipment shall be used and worn in accordance with the safety regulations.
- f) Horseplay, fooling around, skylarking, practical joking, fighting or acting irresponsibly or in an undignified manner is prohibited. Good discipline must be maintained at all times.
- g) Stacked items shall be stable and stacked neatly at all times.
- h) Workers shall not clean dust from overalls or skin with compressed air.
- i) Access to and from the work area, must only be via recognised roads or access ways, and not over fences.
- j) Every contract employee must be familiar with the meaning of and obey safety signs / symbols.
- k) Maintenance work (if any) on electrically powered equipment, tools and machinery shall only be performed by suitably qualified personnel.
- l) The electrical supply to such equipment shall be switched off at the appropriate isolation switch during the time that protective covers are removed and while physical work is performed on any non-insulated electrical component parts.
- m) The isolation switch to such equipment shall preferably be locked during the time of the maintenance/upgrading work and the key to such a lock shall be carried by the person performing the maintenance work.
- n) If it is not possible to lock the isolation switch, the person performing the maintenance/upgrading work shall secure a clear "Men At Work" sign onto the isolation switch or onto the door or cover that covers such isolation switch.



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- o) The person performing such maintenance/upgrading work shall before commencing any physical work on non-insulated component parts; ensure that there is no electrical power present at such parts, by performing a test using a reliable instrument.
- p) Contractor's employees must obey the barricaded areas and safety signs erected by other contractors.
- q) Certain facilities may be equipped with electrified security fences. These fences should be considered live at all times when working next to them.
- r) It is essential that good housekeeping be maintained throughout the period of any work both at the work site and in and around any temporary buildings. The working area is to be kept tidy at all times, escape and other access ways kept clear, safety and fire-fighting equipment kept accessible and surplus/scrap material removed daily. Cleaning up only at the end of a job is not considered sufficient. Spillage of oil or chemicals shall be cleared up immediately in view of the hazards of fire, slippery surfaces, toxic substances, etc. Appropriate safety precautions shall be taken during the clearing up.
- s) Refuse, especially flammable material (waste rags, waste paper etc.), may only be placed in suitably marked refuse bins. The use of flammable solvents and gasoline for cleaning purposes must be avoided.
- t) The Contractor's specific attention is drawn to the fact that undisturbed piles of rag or cloth or other media soaked in oil, grease or petrol can spontaneously ignite and must therefore be disposed of on a daily basis in the appropriate manner.
- u) The dumping of litter in storm water and sewer systems is prohibited.
- v) The removal and disposal of asbestos material (if any) has to be carried out by a contractor who can demonstrate to the Municipality that it is familiar with the safe handling of such products, and who have the necessary accreditation with local environmental authorities.
- w) The staff of the contractor will not be allowed to use the toilet-facilities, kitchen, etc at the library/community hall, and the contractor must make provision for these facilities.

### 8. RIGHT OF ACCESS

The municipality may refuse access to a work site by any one of the Contractors personnel who is demonstrably guilty of misconduct, or who has proven by his / her action to have a disregard for any of the relevant health and safety requirements. Such action taken against or by the Contractor shall not result in any claims against the Municipality by the Contractor.

Incidents involving misconduct includes, but is not limited to

- Possession of illegal drugs, liquor or other intoxicating substances on the premises;
- Intoxication, and/or consumption of an intoxicating substance;
- Unauthorised possession of property of Bergrivier Municipality;
- Fighting/assaulting of personnel and or visitors;
- Possession of dangerous weapons;
- Violation of health and safety rules as stipulated in this specification.



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### 9. CONDUCT ON SITE

The contractor shall not allow unauthorized, untrained or unlicensed operators to operate equipment or vehicles in the facility. No contractor vehicle, equipment or machine will be permitted onto the facility unless:

- Such vehicle is in a roadworthy condition, and in the case of equipment and machines, has been inspected and approved by the Contractor's Responsible Person.
- Contractor machines and equipment must display suitable identification, stating a re-inspection date. Contractors may be required to remove machines or equipment without valid identification from the facility premises.
- Contractor vehicles, equipment and machinery are subject to a visual road worthy check and/ or a safety inspection by the Municipality.

The following will be applicable to the Operation of vehicles:

- All drivers must hold and be able to produce a valid driver's license.
- A maximum speed limit inside the construction site is 10km/h, unless otherwise indicated.
- Always give way for emergency vehicles (fire, ambulance or rescue vehicles).
- Warning, safety and road signs must always be obeyed.
- Pedestrians have the right of way in the work area.
- All passengers must be properly seated.
- Overloading of vehicles is not permitted.
- People and freight may not be transported together unless the freight has been secured and sufficient, safe seats separate from the freight, have been provided.
- Transporting passengers on cranes, forklifts, mechanical shovels or other equipment is prohibited, unless such vehicles are equipped with additional seating.
- Reckless driving or non-observance of these instructions may be cause for the withdrawal of the authorisation of the driver to operate within the construction site.
- The occupants of vehicles, whilst on Municipal related business, including journeys to and from work sites, must wear seat belts where fitted to any vehicle as a local legislative requirement.
- During the removal of material, or excavations if necessary, the Contractor shall take extra care not to damage any underground equipment.
- If any such equipment is damaged during excavations, the necessary precautions shall be taken immediately to make the situation as safe as reasonably possible, and the relevant Municipal maintenance manager or standby contact person must be contacted immediately for advice on further action to be taken, and all repairs required will be for the account of the contractor.

### 10. SAFETY EQUIPMENT AND PERSONAL PROTECTIVE EQUIPMENT

- The Contractor will be responsible to provide adequate and appropriate first aid equipment and other safety equipment of an approved type and quantity, as may be specified (or expected in accordance with good working practice), and shall maintain this equipment in a professional manner as dictated by legal and industry standards. In addition, the Contractor shall keep up-to-date records of all said equipment.



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- If there are more than 5 contractor employees on a work site, the contractor shall provide a properly equipped First Aid box on site. At least one employee per group of 10 shall have a valid First Aid Training certificate.
- The contractor shall ensure that all contract personnel under his supervision have been trained in the proper use, maintenance and limitations of safety equipment.
- The Contractor's Responsible Person must not require, or permit a contract employee to work unless the required safety equipment is used.
- The Contractor shall supply its personnel and sub-contractor's personnel with adequate protective clothing and equipment as required in connection with the safe performance of the work. The personal protective clothing and other protective equipment shall be maintained in good condition, and shall be worn on all relevant occasions as indicated by notices, instructions, work permits, safety regulations and good practice.
- Only SANS-approved safety shoes must be worn in operating and construction areas.
- Safety hats are to be worn at all sites where there is a possibility of head injuries.
- Gloves of a type approved, must be worn whenever handling hazardous chemical substances, or if there is a possibility of cutting the skin when abrasive or sharp materials are being man-handled.
- Hearing protection of a type approved, must be worn in all areas classified and demarcated as noise zones or when working with machinery that generates noise above 85dB(A), such as compactors and jackhammers etc.
- Safety glasses and face shields must be worn when involved in a concussive or abrasive operation likely to cause flying debris, or when gas or arc welding/cutting is being carried out, or when decanting or handling hazardous chemicals.
- Sand blasting, grinding and disc cutting operations, should preferably be done using equipment and/or procedures that do not produce dust. In cases where this is not possible, the relevant SANS-approved respiratory equipment must be worn and the area must be enclosed to contain dust generation to a minimum.
- Safety harnesses shall be used to secure workers to building structures when working at elevated heights (2 meters) and where a risk of falling from such heights is not protected by any other means.
- The wearing of loose over-clothes, sandals and/or shorts in the facility's operational areas and for construction work, is prohibited. Long sleeve shirts and long trousers, preferably overalls, must be worn. Long hair constitutes a hazard around machinery and must be properly secured.

### 11. COMPENSATION FOR INJURY

The Contractor must provide proof of registration with the Compensation Fund (COIDA) by means of submitting a valid Letter of Good Standing to the Municipality. It is the contractor's responsibility to forward any relevant accident / injury documentation and details to the commissioner on behalf of its employees.



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### 12. REPORTING OF ACCIDENTS AND INCIDENTS

Any incident, condition or act that could or could have caused injury, damage or loss or affect the environment must be reported to the Municipality. Such reports shall include but not be limited to the following:

- fatalities and lost-time injuries to its personnel or sub-contractor personnel;
- comparable injury to third parties;
- damage to plant or equipment;
- loss of containment;
- actual or potential damage to the environment;
- outbreak of fires.

The contractor is responsible for reporting, in terms of the OHSAct (85 of 1993), all “reportable incidents” to the Department of labour. Immediate notification shall be followed by a full Incident Investigation Report to the Municipality’s Responsible Person within 24 hours for serious accidents and 72 hours for minor accidents.

### 13. ENVIRONMENTAL AWARENESS

The Contractor must take note that the work will be carry out in an environmentally-sensitive area, and he/she shall;

- pay due regard to the environment by preserving air, water, soil, animal and plant live from adverse effects of the Contractors activities, and minimise any nuisance which may arise from such operations.
- The Contractor must at all times adhere to the environmental laws and impact control guidelines and procedures published from time to time.
- Ad-hoc dumping on any part of the facility is strictly prohibited.
- Liquid waste or sludge shall not be allowed to enter the storm water/sewer system or the ocean and should never endanger any wildlife on or in close proximity of the site.
- In the event of any product stored in tanks or pipelines being accidentally, or otherwise, released, the facility manager and/or the relevant municipal official must be informed without delay.
- Machinery to be used at the facility must be fitted with muffling devices to reduce the likelihood of noise pollution.

### 14. OCCUPATIONAL HEALTH AND HYGIENE

The Contractor shall be responsible for the medical welfare of its own and sub-contractor personnel. The Contractor shall ensure that all its personnel and sub-contractor's personnel are medically fit to perform their work. If requested by the Municipality, the Contractor shall provide medical certificates for its own and sub-contractor’s personnel. The Contractor shall adhere to all applicable government regulations or the Municipality’s guidelines for medical surveillance or industrial hygiene monitoring. The Contractor shall ensure that its personnel and sub-contractor's personnel maintain the highest standards of hygiene.



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The lead agent of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract. All work performed on municipal premises shall be performed under the supervision of a construction supervisor duly appointed by the contractor, who understands the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health

and Safety Act and that he, his employees, and any sub-contractors, comply with them. Discipline in the interests of occupational health and safety shall be strictly enforced, and any reasonable instruction issued by the Municipality's Health and Safety Officer must be complied with. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made aware of the contents of these practices. These work procedures must be captured in a safety plan, which must be submitted and approved by the municipality before the construction work can commence. No substandard equipment/machinery/articles or substances shall be used on the site. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site. Prior to commencement of any work, verified copies of all documents mentioned in this agreement, must be presented to the municipality.

### **15. SPECIFIC UNDERTAKING BY CONTRACTOR'S MANAGEMENT**

We/I, representing the contractor, have read and understand the Health, Safety & Environmental requirements stated herein and we undertake to adhere to the letter and spirit of these rules. We undertake to train our employees and to enforce the implementation thereof at all levels in our organisation. We understand that the breach of the Health, Safety & Environmental rules will be considered as a serious breach of this agreement and that it can lead to the permanent cancellation of this agreement, and the concomitant recovery of any losses suffered by the municipality. I/We furthermore confirm that I am/we are duly registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer. I/We undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHS Act and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHS Act and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable. I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set herein.



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### **16. PRICING INSTRUCTIONS**

#### **16.1. GENERAL**

The Standard for uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied, and all principles in this regard must be applied to all procurement documentation, practices and procedures where applicable. It will be assumed that prices submitted by the contractor are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published at least 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards). The approved plans provides the scope of works for this project and were drawn by the architects for the Provincial Department of Human Settlements. It must be used for purposes of construction, and the final product must conform to the specifications provided in the approved plans. However, any ordering of materials, based on these plans, is at the Contractor's risk and the tenderer's attention is drawn to the fact that their prices must make allowance for all cut-offs, waste, spillage and any other provision that they may require in the execution of the work. In addition, the contractor shall appropriately allow in the price submitted for items such as temporary storage, unpacking, hoisting, pumping, placing or fixing in position, compacting, testing, waste, water, electricity, toilet-facilities and site-establishment.

The amounts and rates to be supplied in the tender documents shall be the full inclusive amounts to the Employer for the works described in this project. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.

### **17. MATERIALS AND WORKMANSHIP**

#### **17.1 Warranty for Design and Materials**

The contractor warrants and undertakes in favour of the municipality that:

Insofar as the works or any part of the works has been or will be designed by him/her, or by his/her duly appointed service provider, he/she will exercise reasonable, due and proper skill and care in such design. Insofar as any part of the materials and goods for the works has been or will be selected by him/her, he/she will exercise due and proper skill and care in such selection of materials and goods. He/she is suitably qualified and competent to carry out such design work and selection of materials and goods, and/or he/she will only make use of duly competent and qualified service providers if and when necessary, at his/her own costs.

#### **17.2 Guarantees**

The contractor shall provide written guarantees where appropriate, addressed to the municipality, from the firms supplying the materials or doing the work, and deliver such guarantees to the municipality. The guarantees shall state that workmanship, materials and installation are guaranteed for a specified period, reckoned from the date of practical completion of the works and that any defects in the workmanship, materials and installation that may arise during that period shall be made good, at the expense of the contractor upon written notice from the municipality to do so. It



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must be noted that as far as the structural guarantee is concerned, a period of 5 years will apply, especially in relation to foundations, slabs, walls, roofs, columns and beams.

### **17.3 Covering Excavations and Inspections**

The contractor shall give notice to the municipality of his intention to cover up any work or materials with sand/gravel/cement or any other material, in order that the building inspector may inspect same before they are so covered. In default of such notice being received such work or materials shall be uncovered and later made good at the contractor's expense.

### **17.4 Confidentiality and Copyright**

The contractor shall treat all drawings, specifications, models and documents of any nature delivered to the contractor or produced by or on behalf of the contractor in connection with the works as being confidential, and he/she will not directly or indirectly disclose or divulge to any person (except insofar as may be necessary in connection with the project) any information contained in the contract documents without the previous written consent of the municipality, nor will he/she copy, photograph and/or repeat either wholly or in part any of the contract documents referred to above (except insofar as may be necessary in connection with the project), and will return to the municipality all contract documents issued herewith upon submission of the tender, and, upon completion of the works deliver to the municipality all contract documents of any nature pertaining to the project. In addition copyright of all documents, drawings, specifications delivered to the contractor, or produced by or on behalf of the contractor for purposes of this contract, vest with the municipality and is hereby assigned to the municipality.

### **17.5 Standard of Materials**

It is the responsibility of the contractor to provide the municipality with samples of any or all materials to prove its compliance with SANS specifications. This must be done in a way that will not delay the works. The samples must be available for the duration of the project until the last unit/element of its kind can be installed.

### **17.6 Supplementary Notes**

Tenderers are advised to visit the site and to fully ascertain, in conjunction with the drawings the nature and extent of the works to be done. The Contractor must check all dimensions and heights on site affecting the existing buildings, against those indicated on the plans, as he/she will be held responsible for all new work being of the correct sizes. Should any discrepancies be found he/she is to refer these to the municipality for correction, before proceeding with the work. Special care must be taken not to interfere with any electric light, power or telephone wires and due notice, in writing at least two days in advance, must be given to the municipality for any disconnections that are necessary, and the contractor must ensure that the electricity supply is restored as soon as possible after making new connections. In demolishing and removing existing work, utmost care must be taken to avoid any structural or other damage to the remaining portion of the building. The Contractor must protect all works not removed, such as walls, floors, doors, windows or other joinery or fittings, etc., as well as books, computers or equipment from damage during the progress of the work and provide all necessary material for doing so (including drop sheets, screens covers, etc). The Contractor will be held solely responsible for any damage to persons or property, and is responsible for the safety of the portions of the existing buildings throughout the whole of the Contract, and



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must make good at his own expense any damage that may occur. The materials to be used and the work to be done are to be similar in all respect to that described for new work in so far as they occur. Building rubble and materials from demolished sections of the building must be removed from the site. For the purpose of this contract and to facilitate absolute clarity, the following definitions are provided and the Contractor is advised to study them, as no claim whatsoever will be entertained as a result of

him/her not fully understanding the requirements or scope of work:

17.6.1 When "Forming New Openings", it shall include all labour and materials for opening, cut toothings and bonding and plumbing and flushing up reveals, cutting for and forming precast concrete, or reinforced brick lintels over including necessary turning pieces, reinforcement, etc.

17.6.2 Where "Bricking up Openings" is required it shall include for all preparatory work, cut toothings and bond new brickwork to existing and preparing top of existing surface for raising upon and pinning up new brickwork to underside of existing.

17.6.3 When reference is made to "Making Good" it shall include all labour and materials required to match existing work and is to include making good new work up to existing and labours to plaster, etc.

17.6.4 "Shoring" might be necessary and pricing must make provision for all shoring, needling, strutting, deadwork, etc., if and when required.

17.6.5 For dusting-screen purposes, contractors must make provision for an appropriate screen, made of suitable timber.

17.6.6 Contractors must note that the works include some breaking out for and forming openings through brick walls for new doors and frames including necessary precast concrete lintels and making good plaster on both side and into reveals (new doors and frames and making good paintwork elsewhere).

17.6.7 It is the responsibility of the Tenderer to acquaint themselves by personal examination about the nature of the ground. Descriptions of excavations shall be deemed to include all ground conditions classifiable as "earth", and it must be noted that no geotechnical investigation was done in this regard.

17.6.9 The contractor assumes the responsibility to keep all excavations safe from intrusion by members of the public. These excavations must also be safeguarded from collapsing and from subterranean water. Excess excavated material must be removed and dumped at an appropriately licensed site, at the expense of the contractor.

17.6.10 If testing is deemed necessary by the representative of the municipality, the costs of making, storing and testing of concrete test cubes as required under Clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the municipality. The testing shall be undertaken by an independent firm or institution nominated by the Contractor to the approval of the municipality.

17.6.11 The work involves the removal of existing air-conditioning, and installation and commissioning of new air-conditioning units and ducting, which must include for all hangers,



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support, condensate drains and trunking in order to ensure human comfort, and to comply with the relevant health and safety requirements, and such installations must comply with the load calculations and design standards relevant to buildings of this nature, and in accordance with the weather conditions prevailing in the area.

17.6.12 Where necessary plaster primer will be used and two coats Plascon Double Velvet "Velvet Sheen" or similar approved paint will be applied.

### 18. SUMMARY OF PRICING

The tenderer must use a detailed breakdown of cost for each construction activity, and for each classification occupation as per the proposed building plans, in order to get to a firm pricing structure. Kindly note that the municipality reserves the right to reduce/vary the scope of works, in order to remain within the available budget, based on negotiations with the preferred bidder.

NR	DESCRIPTION	AMOUNT
1	Preliminaries & General	
2	Builder's Works	
3	Provisional Sums	
	Sub total	
	VAT (15%)	
	<b>Total</b>	



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### 16. SCHEDULE OF SUBCONTRACTORS

I/we the tenderer, notify the Bergrivier Municipality that it is our intention to employ the following Subcontractors for work in this contract:

SUBCONTRACTORS				
Category / Type	Subcontractor Name; Address; Contact Person; Tel. No.		Items of work (pay items) to be undertaken by the Subcontractor	Estimated cost of Work (Rand)
1.	Name of firm			
	Contact person			
	Tel No			
	Address			
2.	Name of firm			
	Contact person			
	Tel No			
	Address			
3.	Name of firm			
	Contact person			
	Tel No			
	Address			
4.	Name of firm			
	Contact person			
	Tel No			
	Address			
5.	Name of firm			
	Contact person			
	Tel No			
	Address			
Number of sheets appended by the tenderer to this schedule ( <i>If nil, enter NIL</i> )				

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this 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 above being approved by the Engineer.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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**17. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS**

CURRENT CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
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Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)				
SIGNATURE		NAME (PRINT)		
CAPACITY		DATE		
NAME OF FIRM				



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**18. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS**

The following is a statement of similar work successfully executed by myself / ourselves:

COMPLETED CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
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Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
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### 19. CERTIFICATE OF REGISTRATION WITH CIDB

#### CIDB Contractor Registration Certificate

A Certificate of Contractors Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this schedule or the CIDB registration number.

Where a tenderer satisfies CIDB Contractor Grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

CIDB registration number :	
----------------------------	--

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



## BERGRIVIER MUNICIPALITY

### 20. FORM OF OFFER AND ACCEPTANCE

**NOTE:**

1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contracts for their respective records.
2. NO correction fluid/tape may be used.
  - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
3. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
  - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

	INDICATE WITH AN 'X'							
Are you/is the firm a registered VAT Vendor	YES				NO			
If "YES", please provide VAT number								

**1. OFFER**

- 1.1. The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works; **TENDER 8/3/8-2019 MN41/2019**
- 1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
- 1.3. By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** 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:**

<b>In figures:</b>	<b>R</b>	
<b>In words:</b>		

- 1.4. This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

Signature(s)		
Name(s)		
Capacity		
Name of tenderer:		
Name of witness:	<i>(Insert name and address of organization)</i>	Date
Signature of witness:		



## BERGRIVIER MUNICIPALITY

### 2. ACCEPTANCE

- 2.1. 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.
- 2.2. 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.
- 2.3. 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.

Signature(s):		
Name(s):		
Capacity:		
<b>For the Employer:</b>	<b>Bergrivier Municipality, 13 ChurchStreet, Piketberg, 7320</b>	
Name of witness:		Date:
Signature of witness:		



## BERGRIVIER MUNICIPALITY

### 21. PRICING SCHEDULE

- NOTE:**
1. Only firm prices will be accepted. Non-firm prices will not be considered.
  2. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
  3. Document **MUST** be completed in non-erasable black ink.
  4. **NO** correction fluid/tape may be used.
    - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
  5. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
    - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

I / We \_\_\_\_\_

(full name of Bidder) the undersigned in my capacity as \_\_\_\_\_

of the firm \_\_\_\_\_

hereby offer to BERGRIVIER Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the BERGRIVIER Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

	INDICATE WITH AN 'X'							
	YES				NO			
<b>Are you/is the firm a registered VAT Vendor</b>								
<b>If "YES", please provide VAT number</b>								

**Please note the following:**

1. BERGRIVIER Municipality reserves the right to downward adjust the scope of work/ quantity required to stay within its budget.
2. Only firm prices will be accepted and non-firm prices will not be considered.



## BERGRIVIER MUNICIPALITY

### 22. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of \*my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	