

KING SABATA DALINDYEBO LM



**BID DOCUMENT FOR:
PANEL OF 12 BUILDING CONTRACTORS FOR PROVISION OF BUILDING
MAINTENANCE WORKS, BUILDING ALTERATION AND BUILDING
EXTENSION WORKS FOR PERIOD OF THREE (3) YEARS WITHIN KING
SABATA DALINDYEBO MUNICIPALITY JURISDICTION AS AND WHEN
REQUIRED**

BID NUMBER: SCM: 033/2021/22

BIDDER:

BID PRICE:

CLOSING DATE: 17 MARCH 2022

CLOSING TIME: 12H00

CSD SUPPLIER NUMBER

PREPARED BY:

SUPPLY CHAIN MANAGEMENT OFFICE
KSD MUNICIPALITY
MUNITATA BUILDING
CORNER SUTHERLAND & OWEN STREET
MTHATHA
5099
Tel: [047] 501 4394
Fax: [047] 531 2085

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INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	SCM NO: 033/2021/22	CLOSING DATE:	17 MARCH 2022	CLOSING TIME:	12h00
DESCRIPTION	PANEL OF 12 BUILDING CONTRACTORS FOR PROVISION OF BUILDING MAINTENANCE WORKS, BUILDING ALTERATION AND BUILDING EXTENSION WORKS FOR PERIOD OF 3 YEARS WITHIN KING SABATA DALINDYEBO MUNICIPALITY JURISDICTION AS AND WHEN REQUIRED				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE
BID BOX SITUATED AT (STREET ADDRESS)

KSD LOCAL MUNICIPALITY					
MUNITATA BUILDING					
CORNER SUTHERLAND & OWEN STREET					
MTHATHA					
5099					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	DEPARTMENT	Technical Services
CONTACT PERSON	Mr. N. Zibi	CONTACT PERSON	Mr L. Mbozani
TELEPHONE NUMBER	047 501 4118	TELEPHONE NUMBER	047 501 4057
E-MAIL ADDRESS	zibin@ksd.gov.za	E-MAIL ADDRESS	mbozanil@ksd.gov.za

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)? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

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

DATE:.....



King Sabata Dalindyebo Local Municipality hereby calls upon accredited service providers to bid for the following tenders:

No.	Project Name	CIDB Grading	Bid Number	Closing Date	Enquiries
1	Panel of four (4) service providers for the transportation Services for KSDLM for a Period of two (2) years as and when needed. (re-advert)	N/A	SCM: 008/2021/22	Date: 15/03/2022 Time: 12H00	Technical Enquiries may be directed to: Ms Pilani (Procurement section). Tel: 047 501 4373
2	Panel of five (5) service providers for supply and delivery of paraffin for a period of three (3) years to KSDLM wards. (re-advert)	N/A	SCM: 025/2021/22	Date: 16/03/2022 Time: 12H00	Technical Enquiries may be directed to: Ms Lunika (Revenue section). Tel: 047 501 4374
3	Panel 12 building contractors for provision of building maintenance works, building alteration and building extension works for period of three (3) years within King Sabata Dalindyebo Municipality jurisdiction as and when required with a CIDB Grading of 1 GB to 4 GB or higher	N/A	SCM:33/2021/22	Date: 17/03/2022 Time: 12H00	Technical Enquiries may be directed to: Mr. Mbozani (Building section). Tel: 047 501 4057

Bidders must take note of the following bid conditions

Place of Tender box: 1st Floor, Munitata Building, Next to Room 147. All bids must be put in a sealed envelope and clearly marked with SCM Number and Project Name and be placed in a tender box. Tender documents can be downloaded free of charge from the National Treasury's tender portal (<http://www.etenders.gov.za/content/advertised-tenders>) or from the King Sabata Dalindyebo site (www.ksd.gov.za) as from the 7th of February 2022

NO HARD COPIES OF THE TENDER DOCUMENT ARE AVAILABLE FOR SALE, ONLY ELECTRONIC VERSION WHICH IS TO BE DOWNLOADED AS PER THE ABOVE WEBSITES ARE TO BE USED.

**NO MASK NO ENTRY AT THE TENDER OPENING SESSION – SOCIAL DISTANCING A MUST.
NO COMPULSORY BRIEFING IS APPLICABLE FOR ALL BIDS**

Bidders must take note of the following bid conditions: -

- Failure to submit comprehensive JV agreement (where applicable), failure to do so will result in a tender deemed non-responsive.
- Individual partners of JV are to comply and submit all relevant documents. Failure to do so will result in a tender deemed non-responsive.
- Failure to complete tender forms e.g. MBD 1, MBD 3, MBD 4, MBD 6, MBD 8 and MBD 9 will result in a tender deemed non-responsive
- Failure to submit or complete supplementary information will result in the tender being null, void and non-responsive.
- All bidders from KSD jurisdiction **must** submit latest municipal statement not older than three months showing that they do not owe the municipality, non KSD bidders must attach proofs not older than three months from their respective municipalities
- The Council reserves the right to disqualify any service provider whose members and or shareholders owe the municipal rates & taxes.
- The KSD Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid or to withdraw the bid.
- All certified copies submitted with a tender document must not be older than six months, failure to do so will result tender deemed non-responsive.

- All alterations in prices/quotes must be signed for and failure to sign will result in tender deemed non-responsive
- Use of tipex is prohibited and the bidder will be deemed non-responsive
- The bidder to submit Audited financial statements for the past three financial years for any offer amounting to or exceeding R10 million inclusive of VAT.
- Bidders must sign MBD 5 for any offer amounting or exceeding R10 million.
- Bidders must be registered with CIDB and have a valid CIDB Contractor Grading designation as per above with proof.
- Bids submitted will hold good for a period of **90** days.
- Failure to be registered on Central Supplier Database registration will result in a tender being disqualified.
- Bids that are late, incomplete, unsigned or submitted by fax, mail or electronically including copy of a tender document, will not be accepted.
- All bids must be put in a sealed envelope and clearly marked with SCM Number and Project Name and be placed in a tender box; failure to do so the document will not be considered.
- **BBBEE must be SANAS and IRBA Approved or Sworn affidavit must be from DTI failure to do so tenderers will lose point.**
- **Preferential Procurement Policy Framework ACT 2017 (PPPFA) Points will be evaluated based on the following criteria**
 - **Stage 1 Pre –qualification evaluation**
 - **Stage 2 Price and BBB EE Points**

All bids speculated above bidders will have to score a minimum of 70 points out of a maximum of 100 points in order to proceed to a pricing stage.

The tender will be evaluated and adjudicated on the basis of the new Preferential Procurement Policy Framework Act, and the regulations pertaining thereto, as well as the KING SABATA DALINDYEBO MUNICIPALITY's Supply Chain Management policy. The **80/20 preference** point system will be used as per the KSDLM SCM policy.

SCM related enquiries may be directed to Mr N. Zibi (General Manager: SCM) 047 501 4118

N.Pakade (Mr)
Municipal Manager

Date _____

B. SUPPLY CHAIN MANAGEMENT POLICY PREREQUISITES

The King Sabata Dalindyebo Municipality has identified a general set of prerequisites for procurement. Bids will not be considered should the prerequisites not be met.

1.1 GENERAL PREREQUISITES

Introduction

This Section covers a general set of prerequisites that have been identified for supply chain management by the King Sabata Dalindyebo Municipality. All Bidders must submit the information requested below. Pro-forma data sheets can be found in the Annexure. Bidders will not be considered should the prerequisites not be met.

Criteria

- a) Proof of company registration and/or any other form of legal standing must be submitted by all bidders and the company composition form must be completed. See **Annexure "D"**.
- b) The Declaration of Interest form must be completed.
- c) The bid document must be completed in all respects in black ink.
- d) Bids must be submitted on original bid documents.
- e) Bid documents must remain intact and no portion may be detached.

Joint Ventures

- f) A joint venture that is awarded a contract with King Sabata Dalindyebo Municipality must be registered as a separate company with the Registrar of Businesses.
- g) The joint venture must be registered with South African Revenue Services.
- h) A separate bank account must be in place for the joint venture.
- i) A joint venture must submit a joint venture B-BBEE Verification Certificate (if accredited)

Clauses (g) and (h) will only be applicable after the awarding of the contract to the successful bidder.

C. GENERAL CONDITIONS OF BID

1. INTERPRETATION

The word "Bidder" in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word "Municipality" in these conditions shall mean the King Sabata Dalindyebo Municipality.

2. EXTENT OF BID

This contract is for –**PANEL OF 12 BUILDING CONTRACTORS FOR PROVISION OF BUILDING MAINTENANCE WORKS, BUILDING ALTERATION AND BUILDING EXTENSION WORKS FOR PERIOD OF THREE (3) YEARS WITHIN KING SABATA DALINDYEBO MUNICIPALITY JURISDICTION AS AND WHEN REQUIRED.**

3. CONTRACT TO BE BINDING

The formal acceptance of this Bid by the Municipality will constitute a contract binding on both parties, and the Municipality may require sureties to its satisfaction from the contractor, for the due fulfilment of this contract.

4. MODE OF BID

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any Bid will not necessarily be accepted.***

The Municipality wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

5. QUALITY

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Municipality prior to the submission of a Bid.

6. INSURANCE CLAIMS, ETC.

The Council and Municipality shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify the Council and the Municipality against all risks or claims which may arise.

It will be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to Council for scrutiny. Failure to do so within 14 (fourteen) days of acceptance of this Bid will be deemed to be a material breach of this contract and will render the contract null and void.

7. SIGNING OF DOCUMENTS

Bidders are required to return the complete set of documents duly signed.

8. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE

All Bids must remain valid for a period of 90 (ninety) days from the closing date as stipulated in the Bid document.

8.1 PENALTY PROVISION

Should the successful Bidder:

- [a] Withdraw the Bid during the afore-mentioned period of validity; or
- [b] Advise the Municipality of his / her / their inability to fulfil the contract; or
- [c] Fail or refuse to fulfil the contract; or
- [d] Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the Municipality:

- [a] All expenses incurred by the Municipality to advertise for or invite and deliberate upon new Bids, should this be necessary.
- [b] The difference between the original accepted Bid price (inclusive of escalation) and:
 - [i] A less favourable (for the Municipality) Bid price (inclusive of escalation) accepted as an alternative by the Municipality from the Bids originally submitted; or
 - [ii] A new Bid price (inclusive of escalation).

9. VALUE ADDED TAX

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

VAT must be included in the Bid price, but must be shown separately.

10. PRICE ESCALATION

No claim in respect of any price escalation will be considered by the Municipality unless it is specifically stated in the Pricing Annexure that the Bid is subject to price escalation. When escalation is claimed for during the contract period, proof of such escalation must be furnished and the calculation itself must be submitted to corroborate such proof. Escalation will only be calculated on the official index figures supplied by the Department of Statistics or the Price Controller, which ever may be applicable. All orders placed will be based on the current Bid prices. It is the responsibility of the Bidder to inform Council of any escalation prior to implementation of the escalated price. Failure to do so will negate any such claims to Council.

11. AUTHORITY TO SIGN BID DOCUMENTS

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Municipality at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity.

12. DURATION OF THE BID

It is envisaged that the successful Bidder will be appointed within 90 days from the closing date and will be required to begin work on the assignment immediately upon appointment.
The duration of this Project is a Thirty six (36) months period.

13. **DELIVERY PERIODS**

Delivery periods, where indicated must be adhered to. Notwithstanding the termination date of the assignment the bidder will be required to submit progress reports to the Municipality. The contract form, frequency and dates thereof will be stipulated and agreed upon by the parties upon the awarding of the Bid.

14. **CLOSING DATE / SUBMITTING OF BIDS**

Completed bid documents are to be placed in a sealed envelope endorsed **“SCM NO: 033/2021/22, PANEL OF 12 BUILDING CONTRACTORS FOR PROVISION OF BUILDING MAINTENANCE WORKS, BUILDING ALTERATION AND BUILDING EXTENSION WORKS FOR PERIOD OF THREE (3) YEARS WITHIN KING SABATA DALINDYEBO MUNICIPALITY JURISDICTION AS AND WHEN REQUIRED.** Must be deposited in the Bid Box, at the offices of the King Sabata Dalindyebo Municipality, Munitata Building Corner Sutherland & Owen Street, Mthatha 5099, not later than **12h00 on Thursday, 17 March 2022**, at which time the bids will be opened in public.

Bids which are not submitted in a properly sealed and marked envelope and/or deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed or e-mailed Bids will not be considered.

16. **BID AND PROJECT ENQUIRIES**

Please refer all SCM enquiries to **Mr. N. Zibi** via e-mail on zibin@ksd.gov.za. All Project enquiries to **Mr L. Mbozani** via e-mail on mbozanil@ksd.gov.za

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 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 R 30 000.00 up to R 50 000 000.00 (all applicable
- taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated NOT to exceed R50 000 000.00 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20.
Total points for Price and B-BBEE must not exceed	<u>100</u>
1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.	
1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.	

2. DEFINITIONS

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

2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

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

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

80/20 or 90/10

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

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

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

B-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

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

6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

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

8 SUB-CONTRACTING

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

8.1.1 If yes, indicate:

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :

9.2 VAT registration number :

9.3 Company registration number :
:

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated
Registered Account Number
Stand Number

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

9.9 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 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or 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
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

2.

.....
SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:

.....

.....

.....

.....

.....

.....

GENERAL CONDITIONS OF CONTRACT

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 provider, 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 provider 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 any thing of the 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 provider 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 provider and not involving the provider's fault or negligence and not foreseeable. 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.
- 1.13 **“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.
- 1.14 **“GCC”** means the General Conditions of Contract.
- 1.15 **“Goods”** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.

- 1.16 **“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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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.
- 1.17 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.21 **“Purchaser”** means the organization purchasing the goods.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contract.
- 1.24 **“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 provider covered under the contract.
- 1.25 **“Written”** or **“in writing”** means hand-written 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 (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise 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 in the institution’s 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 provider 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 provider 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 provider 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 provider's performance under the contract if so required by the purchaser.
- 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the success 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 provider'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:
 - (a) a 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
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider'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 inspection, the premises of the bidder or contractor

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 clause 8.2 & 8.3 show the supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
- 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 supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 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 23 of GCC.

9. Packaging

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, 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, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.

11. Insurance

- 11.1 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

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

13. Incidental services

- 13.1 The provider may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) 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 provider of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.

14. Spare parts

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

15. Warranty

- 15.1 The provider 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 provider 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 provider, 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.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

- 15.5 If the provider, 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 provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.
16. **Payment**
- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.
- 16.4 Payment will be made in Rand unless otherwise stipulated.
17. **Prices**
- 17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider 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. **Increase/decrease of quantities**
- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised 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. **Contract amendments**
- 19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
20. **Assignment**
- 20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
21. **Subcontracts**
- 21.1 The provider 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 provider from any liability or obligation under the contract.
22. **Delays in the provider's performance**
- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his

discretion extend the provider'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.

- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling 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 provider'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 provider.

23. Penalties

- 23.1 Subject to GCC Clause 25, if the provider 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 good 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.

24. Termination for Default

- 24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- (a) if the provider 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;
 - (b) if the provider fails to perform any other obligation(s) under the contract; or
 - (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. Anti-Dumping and Counter-Vailing Duties and Rights

- 25.1 When, after the date of bid, provisional payments are required, or anti-dumping 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 favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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.

26. Force Majeure

26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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.

26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

27. Termination for Insolvency

27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,

28. Settlement of Disputes

28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.

28.2 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 provider 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.

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. Limitation of Liability

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

- (a) the provider 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 provider to pay penalties and / or damages to the purchaser; and

- (b) the aggregate liability of the provider 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.

30. Governing Language

- 30.1 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.

31. Applicable Law

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

32. Notices

- 32.1 Every written acceptance of a bid shall be posted to the provider 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.
- 32.2 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.

33. Taxes and Duties

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 33.3 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.

34. Transfer of Contracts

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

35. Amendment of Contracts

- 35.1 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.

D. SPECIFICATION & EVALUATION CRITERIA

SECTION 2: BACKGROUND INFORMATION

To appoint panel of service providers for the building maintenance, building alterations and structural additions works as when required within KSD Municipality jurisdiction to prolong life span of our buildings, by this making them habitable and safe to occupy.

SECTION 3: OBJECTIVES AND OUTPUTS

Provision of building maintenance works, building alterations and building additions as and when required.

As the contractor you are required to prepare a proposal accompanied with your own rates for maintaining the properties. Maintenance is required to avoid deterioration and to keep the properties in a class (A) condition.

2.1. REGULATIONS

- The Occupational Health and Safety Act 1993 (Act 85 of 1993) as amended,
- Electrical Installation Regulations of 1992 promulgated under section 35 of the Machinery and Occupational Safety Act of 1983 (Act No. 6 of 1983)
- The latest issue of SANS 10142-1: "Code of Practice for Wiring of Premises – Part 1: Low Voltage Installation".
- SANS 10400
- The Electricity Act 1984 (Act 44 of 1958) as amended),
- Joint Building Contracts Committee 5th Edition

SECTION 4: DELIVERABLES

The maintenance work will include the following:

- Roof Repairs
- Internal Division and extension (brick work, dry walls and plastering)
- Floor Finishes
- Wall Finishes
- Ceiling Finishes
- Fittings
- Replacement of doors and accessories
- Paintwork
- Plumbing
- Fire Protection
- Water Pumps
- Boreholes
- Carports
- Septic Tank
- Fencing

- Building electrical works
- Demolitions
- Building extensions.

SECTION 5: TIME FRAMES

3 Years

SECTION 6: SPECIAL CONDITIONS

- The Service Provider to have access to internet as basis of communication (email) and a phone.
- The Service Provider will furnish the Municipality with an invoice upon measuring and certification of work done by the municipality.
- The Municipality reserves the right to cancel the tender.
- The Municipality is not obliged to appoint the bidder with the highest points scored.
- The Municipality reserves the right not to appoint any competent bidder.
- The tenderer shall not submit a tender without having a firm intention and the capacity to proceed with contract.
- 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 unless it can be proved beyond reasonable doubts that the failure for the sent document to reach the tenderer was on the side of the employer.
- All works for this project must be done through project manager's instruction signed.
- Work not authorized by Project Manager will not be compensated.
- All poles must be galvanised.
- All material to be SABS approved.
- All excess material and rubble to be cleared after completion.
- All security of site material will be the responsibility of contractor until completion of task.
- 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.
- An approved formal surety or letter of intent from a registered financial institution will be required upon appointment (Original Certification of ID, not copy of certified copy).
- Proof of CIDB grading 2,3 and 4 GB and validity thereof.

- A valid letter of good standing (COIDA) with returnable schedules; failure will result in the bid being eliminated.
- Bidding with multiple companies will result in disqualification to this program.
- Higher CIDB grade company directors will not be allowed to bid with lower grade companies they own.

SECTION 7: CRITERIA FOR EVALUATION OF PROPOSALS

Bidders with minimum 1GB -2GB CIDB Grading			
NO.	CRITERIA		MAXIMUM POINTS
1.	Company's experience on building works construction projects; each project done must at a minimum value of R500 000. 00	Each similar successfully completed project will score 10 points (attach purchase order coupled with completion certificate/referral letter and contact details references.	40
POINTS ON COMPANY'S EXPERIENCE			40
2.	Expertise: Bidder must demonstrate availability of the said personnel and attach copies of Certified Qualification Certificates and a CV with contactable references.	Bidders must have personnel trained on the listed trades with minimum of Two (2) years working experience in the building construction industry. <ol style="list-style-type: none"> 1. Painter = 5 2. Bricklaying = 5 3. Plumbing = 5 4. Carpentry = 5 5. Tiling = 5 6. Building Electrician = 5 7. Plaster = 5 8. Site Agent with Minimum of National Diploma in Building/Quantity Surveying/Construction Management/Building Surveying coupled with minimum of 3 years working experience in building works. =5 	40
POINTS ON EXPERTISE			40
	Methodology. A detailed proposal clearly highlighting how assigned tasks/work will be executed as per the trades/items on this contract with time frames		20

	<ul style="list-style-type: none"> Time Management Strategy on assigned work (also indicate possible maximum preparatory time to be taken to start assigned works) = <u>5</u> Quality Assurance Plan = <u>5</u> Quality Control Plan = <u>5</u> OHS Precaution Plan/Measures = <u>5</u>	
	TOTAL POINTS	100

Contractors with minimum 3GB CIDB Grading			
NO.	CRITERIA		WEIGHTING
1.	Company's Experience on building works construction projects; each project to a minimum value of R3 000 000.00.	Each similar successfully completed project will score 10 points (attach purchase order coupled with completion certificate/referral letter and contact details references.	40
POINTS ON COMPANY'S EXPERIENCE			40
2.	Expertise: Bidder must demonstrate availability of the said personnel and attach copies of Certified Qualification Certificates and a CV with contactable references.	Bidder must have following artisans coupled with minimum of Three (3) years relevant working experience. <ol style="list-style-type: none"> Painter = 5 Bricklaying = 5 Plumbing = 5 Carpentry = 5 Tiler = 5 Building Electrician = 5 Plaster = 5 Site Agent with Minimum of National Diploma in Building/Quantity Surveying/Construction Management/Building Surveying coupled with minimum of 3 years working experience in building works. = 5 	40
POINTS ON EXPERTISE			40
	Methodology. A detailed proposal clearly highlighting how assigned tasks/work will be executed as per the trades/items on this contract with time frames <ul style="list-style-type: none"> Time Management Strategy on assigned work (also indicate possible maximum preparatory time to be taken to start assigned works) = <u>5</u> Quality Assurance Plan = <u>5</u> Quality Control Plan = <u>5</u> OHS Precaution Plan/Measures = <u>5</u> 		20

	POINTS ON METHODOLOGY	20
	GRAND TOTAL	100

MANDATORY REQUIREMENTS FOR 4 GB GRADING

Equipment for the possible assignments. Bidder must provide proof of ownership or access of the relevant equipment.	Access; 1xTLB 1xTipper 1x Drop-side Truck 1xCompactor/Roller 1xBakkie 1xConcrete Braker Scaffolding or machinery for minimum of 12m high building structure	
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Contractors with minimum 4GB CIDB Grading			
NO.	CRITERIA		WEIGHTING
1.	Company's experience on building works construction projects; each project to a minimum value of R6 000 000.00.	Each similar successfully completed project will score 10 points (attach purchase order coupled with completion certificate/referral letter and contact details references.	40
POINTS ON COMPANY'S EXPERIANCE			40
2.	Expertise: Bidder must demonstrate availability of the said personnel and attach copies of Certified Qualification Certificates and a CV with contactable references.	Bidder must have following qualified artisans coupled with minimum of Three (3) years relevant working experience. <ol style="list-style-type: none"> 1. Painter = 5 2. Bricklaying = 5 3. Plumbing = 5 4. Carpentry = 5 5. Tiler = 5 6. Building Electrician = 5 7. Plaster = 5 8. Site Agent with Minimum of National Diploma in Building/Quantity Surveying/Construction Management/Building Surveying coupled with 	40

		minimum of 3 years working experience in building works. = 5	
POINTS ON EXPERTISE			40
	Methodology. A detailed proposal clearly highlighting how assigned tasks/work will be executed as per the trades/items on this contract. <ul style="list-style-type: none"> • Time Management Strategy on assigned work (also indicate possible maximum preparatory time to be taken to start assigned works) = <u>5</u> • Quality Assurance Plan = <u>5</u> • Quality Control Plan = <u>5</u> • OHS Precaution Plan/Measures = <u>5</u> 		20
	TOTAL POINTS ON METHODOLOGY		20
GRAND TOTAL			100

Bidders should take note of the above Pre-qualification criteria.

- [a] Bids that do not meet a minimum of **70 points** out of **100** in total for the criteria listed above will not be considered further.
- [b] All the necessary documentation must be submitted for the Evaluation Panel to make an informed evaluation. Evaluation of the Technical (Quality) Requirements will be based on the information provided by the bidder.
- Experience** - The experience annexure must be completed.
 - Expertise** – The showing the capacity to undertake the project.
 - Methodology** – The bidder must clearly submit methodology
 - Equipment for the possible assignments** – The bidder must demonstrate that it has access to necessary equipment.
- [c] Bids that do not meet minimum aforementioned requirements will be disqualified.

PRICING DATA			
Item	Description	UoM	Rate only
	NOTES		
A	The contractor will allow overheads or Preliminaries and Generals costs not exceeding 15% of each work assigned at a given time.	Notes	
B	All assigned work to the contractor at a given time will have 5% amount of total cost as contingency sum and be used as directed by Project Manager as	Notes	

C	Tenderers are advised to conduct some investigation about the site that are to be maintained and visit sites before tendering and satisfy themselves as to the nature and extent of the possible works, means of access to the site and availability of working space. No claims will be entertained due to the tenderer having failed to comply with the above tenderer having failed to comply with this conditions.	Notes	
	SECTION A		
	DEMOLITION WORKS		
1	Masonry, concrete and plastering		
1.1	Breaking up 100mm thick unreinforced concrete thick	m ²	
1.2	Ditto but reinforced	m ²	
1.3	Break down 110mm brick wall	m ²	
1.4	Ditto but 220mm brick wall	m ²	
1.5	Ditto but 300mm brick wall	m ²	
1.6	Ditto but M6 hollow block wall	m ²	
1.7	Ditto M9 hollow block wall	m ²	
1.8	Hack up plaster work	m ²	
1.9	Remove 1000 x 1000mm high window fixed in brick wall	no	
2	Roofs, Rainwater Goods and Carpentry		
2.1	Remove roof sheet covering nailed in purlins	m ²	
2.2	Remove roof ridge capping nailed in purlin	m	
2.3	Remove purlins nailed in trusses	m	
2.3	Remove timber trusses made of 38 x 114mm – 50 x 200mm rafters with 2000 – 5000mm span	no	
2.4	Ditto but with span 5001 – 10000mm span	no	
2.5	Ditto but with span 10001 – 15000mm span	no	
2.6	Carefully remove fascia boards nailed to trusses	m	
2.7	Carefully remove gutters	m	
2.8	Remove concrete roof tiling	m ²	
2.9	Remove harvey roof tile	m ²	
2.10	Remove 38 x 38mm brandering nailed trusses	m	
2.11	Carefully remove single timber door	no	
2.12	Remove cornice plugged to wall		
2.13	Remove ceiling	m	
2.14	Carefully remove singe door completely with door frame fitted in brick wall	no	
2.15	Ditto but from door frame fitted with hinges	no	
3	Floor covering		
3.1	Hack up and remove floor/wall tiling	m ²	
3.2	Hack up and remove floor carpet	m ²	
3.4	Remove timber skirting plugged to wall	m	
4	Plumbing		
4.1	Remove hand washing basing plugged to wall	no	
4.2	Remove toilet seat fixed to floor complete with	no	

	water cistern.		
5	Glazing		
5.1	Carefully Remove glasses on aluminium frame size not exceeding 0,5m ²	no	
5.2	Ditto but exceeding 0,5m ² not exceeding 1m ²	no	
5.3	Ditto but exceeding 1m ²	no	
6	Fencing and site works		
6.1	Remove fence with poles embedded on concrete walls	m	
6.2	Hack up brick paving ²	m	
6.3	Remove concrete kerbs	m	
	SECTION B		
	NEW WORK		
1	Site Works		
1.1	Clearing the area of the site to be built upon of all grass, weeds, shrubs, trees with trunks not exceeding 200mm girth, debris, etc., including grubbing up all roots, scoffing up as required and cart away all vegetation and debris.	m ²	
1.2	Remove topsoil 150mm average	m ²	
1.3	Excavation in earth not exceeding 2m deep trench	m ³	
1.4	Bulk excavation for open face excavation in earth over sloping site not exceeding 4m deep	m	
1.5	E.o. excavation in soft rock		
1.6	Ditto but in hard rock	m ³	
1.7	Extra over excavation for cart away surplus material from excavations and/or stockpiles on site to a dumping site to be located by the Contractor.	m ³	
1.8	Risk of collapse to sides of trench and hole excavations not exceeding 1,5m deep.	m ²	
1.9	Ditto but exceeding 1,5m deep	m ²	
1.10	Allow for keeping excavation free of water using water	Days	
1.11	Earth filling obtained from the excavations and/or prescribed stock earth filling obtained from the excavations and/or prescribed stockpiles on site backfilling to trenches, holes, etc.	m ³	
1.12	Imported selected earth filling (sabhunga) supplied by the Contractor under floors, steps, and paving.	m ³	
1.13	Compaction in layers not exceeding 200mm thick and compacting to 95% modified AASHTO dry density to under floors trenches, bases, etc.	m ²	
1.14	Approved brand of anti-termite soil poison applied by a Registered Pest Control company and guaranteed against termite infestation for ten years	m ²	
2	CONCRETE, FORMWORK AND		

	REINFORCEMENT		
2.1	15Mpa/19mm concrete in strip footing against excavated surface	m ³	
2.2	25Mpa/19mm Concrete in surface beds against excavated surface	m ³	
2.3	Ditto in steps, ramps etc against excavated surface	m ³	
2.4	Ditto in columns	m ³	
2.5	30Mpa concrete in slabs 3000mm high, columns, beams, etc to	m ³	
2.6	Finishing top surfaces of concrete smooth with a wood float	m ²	
2.7	Saw cut joints 3 x50mm Saw cut joints in top of concrete.	m	
2.8	Vertical joggle construction joints through concrete including thick cement slurry to one face surface beds not exceeding 300mmm thick.	m	
2.9	Rough formwork n.e 300mm girth	m	
2.10	Ditto to sides of concrete	m ²	
2.11	Beam propped up exceeding 1.5m and not exceeding 3m high.	m ²	
2.12	Soffits and sides of beams not exceeding 1.5m above bearing level	m ²	
2.13	Sides of square or rectangular columns not exceeding 2.5m high above bearing level.	m ²	
2.14	Rough to sides and soffit of concrete slab not exceeding 150mm thick including propping up not exceeding 1,5m high above bearing level		
2.15	Ditto but with props up exceeding 1,5m high but not exceeding 3m high above bearing level	m ²	
3	REINFORCEMENT		
2.1	REF. 193 fabric reinforcement in concrete surface beds, slabs, etc.	m ²	
2.2	10mm diameter high tensile steel reinforcement cut, bent and fixed to position to structural concrete work	t	
2.3	12mm diameter ditto	t	
2.4	16mm diameter ditto	t	
2.4	10mm diameter mild steel reinforcement cut, bent, and fixed to position to structural concrete work	t	
2.5	12mm ditto	t	
3	MASONRY (all materials used to be SABS approved)		
3.1	220mm brickwork wall of NFX bricks (14 MPa nominal compressive strength) in Class I mortar	m ²	
3.2	Brickwork forming columns in NFX brick	m ³	
3.3	Half brick wall in NFX brick	m ²	
3.5	Half brick wall in beamfilling 170mm high NFX	m	
3.6	220mm brickwork wall of concrete bricks (14 MPa nominal compressive strength) in Class I mortar	m ²	

3.7	Brickwork forming columns in concrete brick	m ³	
3.8	Half brick wall in concrete brick	m ²	
3.9	Half brick wall in beamfilling 170mm high in concrete bricks	m	
3.10	75mm Wide 2mm thick of fully galvanised brickwork reinforcement built in horizontally.	m	
3.11	Ditto but 115mm wide.	m	
3.12	110 x 75mm Lintels in lengths not exceeding 3m length	m	
3.13	Ditto exceeding 3m length	m	
	<u>Allow the prime cost amount of R5000.00 net per thousand bricks for FBX face brick-on-edge header course, coping, sills etc. supplied and delivered to site and add for taking delivery, storage, building in and pointing with recessed horizontal and vertical joints, waste, and profit:</u>		
3.14	Extra over brickwork for face brickwork	m ²	
3.15	220mm wide face brick sill cut sill set sloping and slightly projecting face brickwork coping, sills etc.	m	
3.16	Continuous wash down of face brick wall using a fibre brush, scrub down the brickwork from top to bottom and then rinse with clean water to remove excess mortar and scrub to remove all loose material, moter etc	m ²	
3.17	15 x 150mm wide sills set flat and slightly projecting Everite Nutec' fibre cement windowsills in single lengths not exceeding 3.6m bedded in class 1 cement mortar including fixing lugs screwed to underside with self-tapping screws:	m ²	
3.18	4MPa of M6 size 390 x 140 x 190mm high hollow concrete block in Class I mortar in both superstructure and or foundation	m ²	
3.19	Timber turning pieces around opening	m	
4	WATERPROOFING		
3.1	One layer of 375-micron Consol Plastics Brikgrip DPC embossed damp proof course in walls	m ²	
3.2	One layer of 250 micron Consol Plastics Gunplas USB Green waterproof sheeting sealed at laps with Gunplas Pressure Sensitive Tape under surface beds.	m ²	
3.3	Ditto but vertically between fill and brickwork.		
3.4	Prepare brick wall surface and apply cement slurry backwash and apply two coats of brixal waterproofing bitumen emulsion paint on the outer surface of the inner skin of 220mm thick brick wall in stages, during construction.	m ²	
3.5	Pressure wash down and clean up gutter boxes size approximately 500mm girth removing all dust and greasy materials including removing all	m	

	organic material to receive new torch-on membrane waterproofing (torch-on membrane waterproofing elsewhere measured)		
3.6	Ditto but in roof covering	m ²	
3.7	Apply new torch-on membrane waterproofing including painting with an approved bitumen aluminium paint and a variety of modified polymers to prevent moisture and water from seeping through gutters, roof covering, etc.	m ²	
4	ROOF WORKS COVERING		
4.1	0.58mm Chromadek green IBR profile sheeting with pitch not exceeding 25 degrees	m ²	
4.2	0,58mm ridge capping to match the roof covering colour.		
4.3	0,58mm zinc flashing to match the roof covering colour.		
4.4	Pressure wash down and clean up gutter boxes size approximately 500mm girth removing all dust and greasy materials including removing all organic material to receive new torch-on membrane waterproofing (torch-on membrane waterproofing elsewhere measured)	M	
4.5	Ditto but in roof covering	m ²	
4.6	Apply new torch-on membrane waterproofing including painting with an approved bitumen aluminium paint and a variety of modified polymers to prevent moisture and water from seeping through gutters, roof covering, etc.	m ²	
5	CARPENTRY AND JOINERY		
	Prefabricated Roof Trusses, Etc.		
	Sawn softwood:		
5.1	38 x 114mm Wall plates.	M	
5.2	38 x 114mm Rafters.	M	
5.3	50 x 76mm Cross bracing. (Provisional)	M	
5.4	50 x 76mm Purlins.	M	
5.5	50 x 76mm Splay cut purlins.	M	
5.6	Mono pitch gang nail howe truss, with 2000 – 4000mm span approximately 1m high overall with 600mm eaves overhang.	No	
5.7	Ditto but with 4001 – 6000mm span and approximately 2000mm high	No	
5.8	Double pitch gang nail howe truss, with 2000 – 4000mm span approximately 1m high overall with 600mm eaves overhang projection on both sides.	No	
5.9	Ditto but 4001 – 6000mm span and approximately 1800mm high.	No	
5.10	Ditto but 60001 – 10000mm high approximately 2000mm high.	No	
5.11	Ditto but exceeding 10000mm roof span not exceeding 12500mm span approximately 2500mm high ditto	No	
5.12	4mm Diameter roof tie 1.5m girth bent double	No	

	with one end fixed to timber and other end built into brickwork 8 courses .		
5.13	Everite fibre cement 80 x 200mm Socket less barge board, joined with PVC H profile joiners and screwed to sprocket ends.	M	
5.14	Everite FC77 pressed fibre-cement 15 x 225mm Fascias including galvanised steel H-profile jointing strips fixed to rafter feet.	M	
5.15	Wrought meranti 19 x75mm Skirting plugged.	M	
5.16	44x90mm Wrought meranti framed framing.	M	
	Hollow core flush doors with commercial veneer 40mm Door 813 x 2032mm high.	No	
5.17	Wrought meranti 44mm Framed ledged 813 x 2032mm and braced batten door	No	
5.18	Wrought meranti 44mm Framed ledged and braced batten double door 1626 x 2032mm high.	No	
5.19	1145 x 900mm high meranti timber window frame WC 2FR	No	
5.20	1695 X 900mm high meranti timber window frame WC 3F	No	
5.21	1145 X 1200mm high meranti timber window frame WB 2SPL	No	
6	CEILINGS PARTITIONS AND ACCESS FLOORING		
6.1	6.4mm "Rhino" gypsum plasterboard ceilings including 38 x 38mm sawn softwood brander at 400mm centres fitted with PVC "H" strips.	m ²	
6.2	Ditto but plastered with creosote cement	m ²	
6.3	Extra over ceiling for 600 x 600mm trap door of 38 x 50mm wrought softwood rebated framing with one 38 x 5mm sawn softwood cross brander covered with ceiling board and fitted flush in opening.	no	
6.4	"Daiken Excel Tone" MR 99% RH resistant pre-painted mineral fibre suspended not exceeding 500mm below concrete slabs at 600 centres ceiling tiles 1200 x 600 x 15mm thick laid on constellation finish on fire rated grid tee system	m ²	
6.5	Ceiling suspended not exceeding 500mm below timber trusses at 600mm centres (Rate Only)	m ²	
6.6	E.o. ceiling for opening for 100mm diameter downlighter.	no	
6.7	Ditto, but for 1200 x 600mm light fitting	no	
6.8	"Shadowline 25" cornice to suspended ceilings pre-painted cornices plugged.	m	
6.9	"Vitrex" or equally approved 2100mm high waterproof dry wall toilet partitions with CP legs, fixed to walls and/or brickwork, as per details	m	
6.10	E.o. for 813 x 1800mm door	no	
6.11	2800mm high dry wall partitions, fixed to walls and/or brickwork, floor, and roof trusses/conc slab constructed in 38 x 114mm frame with covered with Nutec boards with 21mm thick noise	m ²	

	proving membrane.		
6.12	75mm Coved cornice 'Rhino' Moulded Gypsum Cornices	m	
7	IRONMONGERY		
7.1	110mm Brass hinge with nylon washers.	no	
7.2	150mm Brass barrel bolt with keep let into concrete.	no	
7.3	150mm Chromium plated brass barrel bolt.	no	
7.4	Heavy duty three lever rebated lockset	no	
7.5	Two lever rebated lockset.	no	
7.6	32 mm Diameter black rubber door stop plugged to concrete floor.	no	
7.7	"431999" Three roll toilet paper holder plugged	no	
7.8	"Twinpak 925570" Soap dispenser with replacement cartridge plugged	no	
7.9	"Multi-Fold 425792" Towel dispenser plugged	no	
7.10	"AL8254AS" Door stop	no	
7.11	200mm Brass Cabin Hooks complete with hardwood fixing blocks	no	
7.12	Heavy duty medium pad locks	no	
7.13	Ditto but big pad locks		
7.14	Hot dipped fully galvanised 7mm/8mm thick chain	m	
8	METALWORK		
8.1	Hot dip galvanised pressed steel roller chain operated slatted roller shutter for 2095 x 2880mm high "Seranda Roll-Up Series 500" fixed to brickwork or concrete.	no	
8.2	Coated steel folding security guards	m ²	
8.3	Galvanised steel window frame size 1022mm x 949mm high Window Frame Steel C2h F7 Left Hand.	no	
8.4	Window Frame Steel Nc4f F7 1511mm x 949mm high.	no	
		no	
	<u>All Aluminium Windows, Doors Etc to Be Done/Supplied By SAGGA Registered Company</u>		
9.1	Industrial aluminium windows size 1200 x 950mm high top hung manufacture	no	
9.2	Ditto but 1500 x 1100 high		
9.3	Industrial single hinged door size 850 x 2050mm high	no	
9.4	Industrial double hinged door size 1800 x 2600mm high.	no	
10	INTERNAL PLASTER		
10.1	Cement plaster on brickwork	m ²	
10.2	Ditto in narrow width		
10.3	Ditto to the soffit of the slab		
10.4	Finish top of concrete slab/surface bed with 30mm thick river sand topping.	m ²	

11	TILING		
11.1	Glazed ceramic tiles on fixed with adhesive to plaster (plaster elsewhere measured) and flush pointed with tinted jointing compound. Allow PC Sum of R130/m ² incl. VAT for the supply and delivery of tiles:	m ²	
11.2	Nonslip unglazed floor tiles on 20mm bedding on concrete and flush pointed with tinted waterproof jointing compound. Allow a PC sum of R140/m ² inc. VAT for the supply and delivery	m ²	
11.3	Skirting 100mm high of skirting tiles.	m	
11.4	Skirting 100mm high of skirting tiles stepped over treads and risers	m	
11.5	Aluminium edging strip on external corners/angles.		
12	FLOOR COVERING		
12.1	Plywood laminating floor.	m ²	
12.2	Floor vinyl tiles laid with pressure sensitive adhesive, including scrubbing, and sealing in accordance with manufacturer's instructions	m ²	
12.3	500 x 500mm "Berber Point" 920 G/m ² carpet tiles	m ²	
13	PAINTWORK		
13.1	Prepare plastered walls and remove all loose material, apply one coat 'Plascon Merit Plaster Primer' and two coats 'Plascon Polvin Super Acrylic' paint	m ²	
13.2	Prepare ceiling surfaces and remove all loose material, apply one coat 'Plascon Merit Plaster Primer' and two coats 'Plascon Professional Copolymer Acrylic' paint	m ²	
13.3	Spot priming bare metal surfaces with zinc phosphate metal primer, one coat universal undercoat and two coats super universal enamel paint on work in sound condition on steel	m ²	
13.4	Stop, sand down and prepare wood surfaces and apply three coats 'Plascon Woodcare' high gloss clear varnish	m ²	
14	PLUMBING AND DRAINAGE		
14.1	uPVC 100 x 75mm Eaves gutters fitted on fascia with brackets.	m	
14.2	Extra over 100mm eaves gutter for stopped end.	no	
14.3	Extra over 100mm eaves gutter for outlet for 75mm pipe.	no	
14.4	75mm Rainwater pipes fixed to walls to empty into rainwater tanks including angles etc.	m	
14.5	Extra over down pipe for bends.	no	
14.6	Extra over down pipes for shoes	no	
14.7	Class 2 copper pipes 15mm Pipe and fixing to walls, floors, in roofs, in concrete, etc. including any necessary proprietary holderbats, fixings, etc.	m	

14.8	22mm Ditto.	m	
14.9	28mm Ditto.	m	
14.10	15mm Pipe chased into brickwork	m	
14.11	22mm Ditto.	m	
14.12	55mm ditto	m	
14.13	75mm ditto	m	
14.14	Extra over copper pipes for brass compression fittings 15mm Fittings.	no	
14.15	Ditto but 22mm ditto	no	
14.16	Ditto but 75mm ditto	no	
14.17	Ditto but 55mm ditto	no	
14.18	Extra over copper pipes for 15mm capillary fittings with soldered joints	no	
14.19	Ditto but for 22mm	no	
14.20	Ditto but for 28mm	no	
14.21	50mm diameter uPVC Pipes with solvent welded straight joints including all excavation not exceeding 1m deep and backfill	m	
14.22	Ditto but 110mm diameter	m	
14.23	Extra over uPVC pipes for 50mm Straight reducer solvent welded fittings	no	
14.24	Ditto but 50mm Plain bend.	no	
14.25	Ditto but 110mm Plain bend	no	
14.26	Ditto 50mm Access bend.	no	
14.27	Ditto but 110mm Access bend.	no	
14.28	Ditto 50mm Plain junction.	no	
14.29	Ditto 110mm Plain junction.	no	
14.30	Ditto 50mm Access junction.	no	
14.31	Ditto 110mm Access junction.	no	
14.32	Ditto 110mm Straight pan connector.	no	
14.33	Ditto 110 x 50mm Access reducing junction.	no	
14.34	Ditto 50mm Air release vent valve	no	
14.35	Ditto 110mm Air release vent valve.	no	
14.36	Ditto 50mm Vent cowl.	no	
14.37	Ditto 110mm Vent cowl.	no	
14.38	Gulley composite wet floor drainage system comprising "Seaqual 097746" 75mm ABS plastic first fix drainage unit, cast into concrete surface bed, in exact position, as the works proceed and "Seaqual 097726" second fix square dust protection cover and stainless-steel grate installed at finishing stage, all in strict accordance with the Manufacturer's instructions.	no	
14.39	White glazed vitreous china ware rectangular wash hand basin, size 550 x 400mm, with two tapholes, one taphole stopper, integrated overflow and chain stay hole, mounted to wall on and including two proprietary semi-concealed cast iron wall brackets with 10mm bolts.	no	
14.40	White glazed vitreous china ware rectangular laboratory sink without overflow, size 435 x 335mm, with centre end waste outlet and acid resistant waste, underslung mounted to joinery fitting (elsewhere) on and including two proprietary adjustable brackets.	no	

14.41	White glazed vitreous china ware close coupled washdown suite with 90° outlet open rim pan and matching 9 litre front single flush cistern complete with lid, fitments and flush pipe bedded to floor in 1:4 cement mortar mixture.	no	
14.42	White glazed vitreous china ware flatback wall urinal (code 7053) supplied with 38mm CP domical grating (code 8787), CP spreader (code 8543), two hanger brackets (code 8127) with 4.5litres symphonic cistern (code 7121) with flush pipe and fittings (1722 Z1)	no	
14.43	Upvc strap on boss 110 x 50mm.	no.	
14.44	Upvc P-trap.	no.	
14.45	Upvc S-trap.	no.	
14.46	Upvc Mini P-trap.	no.	
14.47	Upvc gully P-trap.	no.	
14.48	Heavy duty toilet seat cover complete.	no.	
14.49	Urinal complete.	no.	
14.50	Vent and waste with new similar type or equally approved.	no.	
14.51	Repair all leaking traps to basins/ sinks.	no.	
14.52	Tap washers (all sizes).	no.	
14.53	Unblock blocked toilet.	no.	
14.54	Unblock blocked wash hand basin/ sink.	no.	
14.55	Wash hand basin with new complete with taps, piping, drains.	no.	
14.56	Basin mixer tap.	no.	
14.57	12mm pillar/ bibcock tap/ chrome/ mixer tap with new complete.	no.	
14.58	22mm taps (pillar/ bibcock tap/ chrome) with new complete.	no.	
14.59	Side inlet ball valve for WC.	no.	
14.60	Side inlet ball valve for large water tanks on top of buildings with new.	no.	
14.61	Flush master toilet valve complete with new.	no.	
14.62	Master flush kit back entry.	no.	
14.63	Master flush kit side entry.	no.	
14.64	Washer to flushing valve in WC with new.	no.	
14.65	13mm stop cock valve on inlet pipe to WC with new.	no.	
14.66	Defective 110mm sewer pipe in ground paved and non-paved area.	no.	
14.67	Defective water pipe, all sizes, with similar or equally approved, above and underground.	no.	
14.68	Sink with new complete with all fittings, drains, pipes, taps and connections.	no.	
	COMPLETE GEYSER REPLACEMENT		
14.69	Electric geyser with new including all electrical connections and pipe fittings.	no.	
14.70	150 litre complete with drip tray and all connections etc.	no.	
14.71	200 litre complete with drip tray and all connections etc.	no.	

14.72	500 litre industrial type on top building.	no.	
14.73	Unblock 110mm sewer pipe using rods etc.	no.	
14.74	Allow for any trenching up to a depth of 600mm x 500mm wide in packable materials.	no.	
14.75	Toilet cistern.	no.	
14.76	Toilet pan.	no.	
14.77	Cistern Lid.	no.	
	SUPPLY AND INSTALL GATE VALVE ASSEMBLY		
14.78	Rsv gate valve.	no.	
14.79	Klamflex ranger/ similar approved	no.	
14.80	Tekflo brass gate valve/similar approved	no.	
14.81	Cast iron cover and frame.	no.	
14.82	Kent helix h 4000.	no.	
14.83	IR rings.	no.	
14.84	Galvanised hex bolts and nuts.	no.	
14.85	Size 6 bricks.	no.	
14.86	15Mpa Concrete.	m ³	
14.87	Kamflex ranger couple/similar approved	no.	
	WATER PUMPS		
14.88	Supply new automatic switch pumps (220 -220v; 50/60Hz; Max 1.1 kw; Max.10bar; Max.10A; Max. 60 deg.C)	no	
14.89	Approximately 900 x 600 x 700mm high steel water pump cage on 15mm thick 25Mpa mesh reinforced concrete slab with padlock	no	
	SITE WORKS		
15	UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES		
15.1	25Mpa/19mm of 800mm wide concrete 80mm thick average apron casted in panels in v-drain shape	m	
15.2	60mm Grey bond pavers size 220x100mm laid in stretcher bond with a header course on all perimeters on and including a 25mm sand bed with a loose mixture of 2:1 sand and cement swept into joints.	m ²	
15.3	Precast concrete finished smooth on exposed surfaces including bedding, jointing, and pointing of kerbing (SABS 927 fig 3) 150 x 300mm high with 150 x 150 x 300mm Class 15/19 unreinforced concrete haunching at back of each joint including excavation,	m	
15.4	Ditto, but circular on plan to radius not exceeding 4m	m	
16	FENCING		
	Steel Galvanised Fence		
16.1	50 mm Diameter fully galvanised steel intermediate fencing post 2700mm x 1,5mm thick	m	

	fitted with a pressed steel mushroom cap, post fitted with 150 x 150 x 2,5mm baseplate at bottom and embedded in 250 x 250 x 600 mm mass concrete (15 MPa) base		
16.2	100 mm diameter ditto, but as corner posts fitted with Three (3) 50mm diameter galvanised steel raking stays embedded on 250 x 250 x 400mm deep 15MPa mass concrete	No	
16.3	125 mm diameter as gate post but fitted with one 50 mm diameter galvanised steel raking stay, with post embedded in 450 x 450 x 600mm mass concrete (15 Mpa) base and stay embedded in 250 x 250 x 400mm mass concrete (15 Mpa) base as last.	No	
16.4	50 x 100 x 2.5mm/2mm fully galvanised welded mesh fixed in poles (poles elsewhere measured)	no	
16.5	4mm fully galvanised plain wire	M	
16.6	500mm wide fully galvanised razor wire tired up on poles and welded mesh	M	
16.7	Security fence single gate, size 1000 mm wide x 1800 mm high, formed of 50 mm diameter nominal bore x 3,25 mm wall thickness hot dip galvanised mild steel pipe framing all round with mitred and welded angles and cross braces mullion and transome, scribed and welded into angles and at cross intersections, with two 50 mm diameter nominal bore x 3,25 mm wall thickness security posts each 600 mm long with one end welded to top rail of gate and closure plate to other end, the gate covered with 50 x 50 x 3.15 mm weld mesh with four straining wires as before described and with four 2,37 mm four point core diameter single 'kampeon' wires with crimped droppers to security posts as before described; including 500 mm diameter flat wrap razor barbed tape wire fixed as before described, leaf fitted with three 24 mm diameter x 300 mm long eyebolt hinges and stops including all holes, etc., welded or bolted to adjoining galvanised gatepost with and including 500 mm long approved chain spot welded to gate and union padlock No 3122	M	
16.8	Security fence double gate, size 5000 mm wide x 1800 mm high, in equal leaves each leaf formed of 50 mm diameter nominal bore x 3,25 mm wall thickness hot dip galvanised mild steel pipe framing all round with mitred and welded angles and cross braces mullion and transom, scribed and welded into angles and at cross intersections, with four 50 mm diameter nominal bore x 3,25 mm wall thickness security posts each 600 mm long with one end welded to top rail of gate and closure plate to other end, the gate covered with 50 x 50 x 3.15 mm weld mesh with four straining wires as before described and with four 2,37 mm four point core diameter single 'kampeon' wires	No	

	with crimped droppers to security posts as before described; including 500 mm diameter flat wrap razor barbed tape wire fixed as before described one leaf with 450 mm mild steel tower bolt welded to bottom corner with short length of mild steel pi		
	Clear 'Vu' Fence		
16.9	Supply and install Clear "Vu" or equal and approved Category 3 Security Fencing comprising of steel mesh panels size 3297 x 2000mm high at 3382mm centres, 4mm diameter hot dipped galvanised wire with aperture size 50mm x 76.2mm, panels to be reinforced with 4 x 50mm "V" recessed bands with 2 x 75mm 70 degree flanges along sides, including posts cast into 600mm deep x 400mm wide 15Mpa concrete base on one into 600mm deep x 400mm wide 15Mpa concrete base on one side, posts 85 x 45mm tapered, hot dipped galvanised and antivandal galvanised bolts, bolted to 50mm wide Clear Vu mesh flange bent along fence on top, fitted with anti-burrow comprising of 500mm ripper flat wrap at the bottom, installed according to manufacturer's instructions and specifications.	M	
16.10	Ditto but pvc coated fence.	M	
16.11	E.o. fencing for hot dipped fully galvanised 100mm high toughened steel razor spike affixed to top panel edge, using Anti-vandal bolts.	m	
16.12	Ditto but pvc coated.	m	
16.13	1000mm wide x 2000mm high hot dipped Clear Vu pedestrian gate.	No	
16.14	Ditto but pvc coated.	No	
16.15	6000mm wide x 2000mm high hot dipped Clear Vu vehicle gate.	No	
16.16	Ditto but pvc coated.	No	
16.17	Fully galvanised steel palisade fencing in panels including all necessary poles embedded on concrete base as per manufacture specifications.	m	
16.18	1000mm x approximately 1800mm high framed hot dipped fully galvanised steel gate.	No	
16.19	Ditto but 5000mm wide.	No	
17	GENERAL CLEANING, ETC		
17.1	Wash down with approved cleaning material by specialist:		
17.2	Internal face bricks wall	m ²	
17.3	External face brick wall	m ²	
17.4	Granolithic to stairs and landings	m ²	
17.5	Unpainted non slippery cement surface	m ²	
17.6	Clean gutters of all organic material and soil	m	
18.	DELETED		

	WIRE WAYS. CONDUITS AND ACCESSORIES		
	Supply and Install conduit, to include all tees, bends sundries required for installation		
19.1	20mm dia PVC	m	
19.2	25mm dia PVC	m	
19.3	20mm dia galvanised steel	m	
19.4	25mm dia galvanised steel	m	
19.5	Supply and Install cable tray:		
19.6	300mm*50mm wire mesh basket medium duty 3meter length	m	
19.7	Basket joiner clips	no.	
19.8	Clip on support with thread rod & drop-in anchors (2/3m length)	no.	
19.9	300*50mm Horizontal 90 bend	no.	
19.10	300*50mm Tee	no.	
19.11	300*50mm Dropper	no.	
19.12			
19.13	Supply and Install power skirting:		
19.14	Double tier powder coated galvanised (three compartment)	m	
19.16	End plate	no.	
19.17	External bend	no.	
19.18	Internal bend	no.	
19.20	Flat Elbow	no.	
19.21	Flat Tee	no.	
19.22	2-tier powder-coated galvanised steel	m	
19.23	3-tier powder-coated galvanised steel	m	
19.24	2-tier PVC	m	
19.25	3-tier PVC	m	
	Install wiring channel:		
19.26	P 9000 galvanized steel channel	m	
19.27	Splice +sundries	no.	
19.28	Clip on support with thread rod & drop-in anchors (2/3 m length)	no.	
19.29	End cap P9000	no.	
19.30	Tee P9000	no.	
19.31	Ext elbow P9000	no.	
19.32	Segles 20mm steel	m	
19.33	Segles 25mm steel	m	
	WIRING		
19.34	Supply, install and termination, including glands and sundries of the following:		
19.35	House wire red 1.5mm	m	
19.36	House wire black 1.5mm	m	
19.37	House wire green/yellow 1.5mm	m	
19.38	House wire white 1.5mm	m	
19.39	House wire black 1.5mm	m	
19.40	House wire red 2.5mm	m	
19.41	House wire black 2.5mm	m	
19.42	House wire green/yellow 2.5mm	m	
19.43	House wire white 2.5mm	m	
19.44	House wire red 4.0mm	m	

19.45	House wire black 4.0mm	m	
19.46	House wire green/yellow 4.0mm	m	
19.47	House wire white 4.0mm	m	
19.48	House wire blue 4.0mm	m	
19.49	House wire black 6.0mm	m	
19.50	House wire green/yellow 6.0mm	m	
19.51	House wire white 6.0mm	m	
19.52	House wire blue 6.0mm	m	
19.53	House wire red 6.0mm	m	
19.54	House wire blue 6.0mm	m	
19.55	House wire red 10mm	m	
19.56	House wire black 10mm	m	
19.57	House wire green/yellow 10mm	m	
19.58	House wire white 10mm	m	
19.59	House wire blue 10mm	m	
	Supply and installation of circuit breakers (SABS approved):		
19.60	Single pole breaker CBI 15A	no.	
19.61	Single pole breaker danral 15A	no.	
19.62	Single pole breaker CBI 20A	no.	
19.63	Single pole breaker danral 20A	no.	
19.64	Single pole breaker CBI 25A	no.	
19.65	Single pole breaker danral 25A	no.	
19.66	Single pole breaker CBI 30A	no.	
19.67	Single pole breaker danral 30A	no.	
19.68	Single pole breaker CBI 40A	no.	
19.69	Single pole breaker danral 40A	no.	
19.70	Double pole breaker CBI 20A	no.	
19.71	Double pole breaker danral 20A	no.	
19.72	Double pole breaker CBI 25A	no.	
19.73	Double pole breaker danral 25A	no.	
19.74	Double pole breaker CBI 30A	no.	
19.75	Double pole breaker danral 30A	no.	
19.78	Double pole breaker CBI 40A	no.	
19.79	Double pole breaker danral 40A	no.	
19.80	3 Pole breaker CBI 15A	no.	
19.81	3 Pole breaker danral 15A	no.	
19.82	3 Pole breaker CBI 20A	no.	
19.83	3 Pole breaker danral 20A	no.	
19.84	3 Pole breaker CBI 25A	no.	
19.85	3 Pole breaker danral 25A	no.	
19.86	3 Pole breaker CBI 30A	no.	
19.87	3 Pole breaker danral 30A	no.	
19.88	3 Pole breaker CBI 40A	no.	
19.89	3 Pole breaker danral 40A	no.	
19.90	3 Pole breaker CBI 60A	no.	
19.91	3 Pole breaker danral A	no.	
19.92	3 Pole breaker CBI 80A	no.	
19.99	3 Pole breaker danral 80A	no.	
19.100	3 Pole breaker CBI 100A	no.	
19.101	3 Pole breaker danral 100A	no.	
19.102	3 Pole breaker CBI 150A	no.	
19.103	3 Pole breaker danral 150A	no.	

19.104	3 Pole breaker CBI 200A	no.	
19.105	3 Pole breaker danral 200A	no.	
	Supply, install and terminate earth continuity conductor:		
19.105	Twin & earth flat 1.5mm	m	
19.106	Twin & earth flat 2.5mm	m	
19.107	Twin & earth flat 4.0mm	m	
19.108	Twin & earth flat 6.0mm	m	
19.109	Twin & earth flat 10.0mm	m	
19.110	Twin & earth flat 16.0mm	m	
19.111	Twin & earth flat 1.5mm	m	
19.112	Twin & earth flat 2.5mm	m	
19.113	70 mm ² BCEW	m	
19.114	50 mm ² BCEW	m	
19.115	35 mm ² BCEW	m	
19.116	25 mm ² BCEW	m	
19.117	16 mm ² BCEW	m	
19.118	10 mm ² BCEW	m	
19.119	6 mm ² BCEW	m	
19.120	4 mm ² BCEW	m	
19.121	2.5 mm ² BCEW	m	
	Supply and Install contactors (SABS):		
19.122	Contactors 32A 230v	no.	
19.123	Contactors 25A 230v	no.	
19.124	Contactors 225A 380v	no.	
19.125			
19.126	Supply and install earth leakage units (SABS approved, including box, cover plates, accessories and fixing material):		
19.127	63A double pole	no.	
19.128			
19.129	Install socket outlet (SABS):		
19.130	16A, single SSO, white	no.	
19.131	16A, single SSO Dedicated outlet, shaved, RED	no.	
19.132	32A dedicated caravan plug/welding socket for server cabinet, each connected to its own circuit breaker	no.	
19.133			
19.134	SERVICE EXISTING BUIDLIG DB:		
19.135	Existing building DB's	no.	
	DESIGN AND SUPPLY DISTRIBUTION BOARD INCLUDING ALL INTERNAL WIRING:		
19.136	Two compartment DB		
19.137	24) way	no.	
19.138	36) way	no.	
19.139	48) way	no.	
	SUPPLY AND INSTALL DB ACCESSORIES		
19.140	Circuit breaker blank cover	no.	
19.141	Trace all circuit and compile legend chart per DB (to correspond with layout plan)	no.	

	CORE DRILLING		
	Drilling positions shall be verified on site.		
19.141	Prices for core drilling is average for installation in any of the following positions including water supply, finishes through structures, vermin proofing, etc.		
19.142	Through brick walls – 110 to 230mm thickness	no.	
19.143	Through re-inforced concrete – 110 to 330mm thickness	no.	
19.144	Up to 75mm diameter holes	no.	
19.145	75mm to 100mm diameter holes	no.	
19.146	100mm to 150mm diameter holes	no.	
19.147	150mm to 200mm diameter holes	no.	
	PLUGS, SWITCH & CABLE:		
19.148	Plug single 4*4 crabtree + cover	no.	
19.149	Plug single 2*4 crabtree + cover	no.	
19.150	Plug double 4*4 crabtree + cover	no.	
19.151	Plug single 2*4 sketerplug + cover	no.	
19.152	1 Lever Switch crabtree + cover	no.	
19.153	2 Lever Switch crabtree + cover	no.	
19.154	3 Lever Switch crabtree + cover	no.	
19.155	4 Lever Switch crabtree + cover	no.	
19.156	2 way lever Switch crabtree + cover	no.	
19.157	Isolator switch 32A	no.	
19.158	Isolator switch 40A	no.	
19.159	Ammetre cable 2.5mm * 2 core	m	
19.160	Ammetre cable 4.0mm * 2 core	m	
19.161	Ammetre cable 6.0mm * 2 core	m	
19.162	Ammetre cable 10.0mm * 2 core	m	
19.163	Ammetre cable 16.0mm * 2 core	m	
19.164	Ammetre cable 2.5mm * 4 core	m	
19.165	Ammetre cable 4.0 mm * 4 core	m	
19.166	Ammetre cable 6.0mm * 4 core	m	
19.167	Ammetre cable 10mm * 4 core	m	
19.168	Ammetre cable 16.00mm * 4 core	m	
19.169	Ammetre cable 1.5mm * 2 core	m	
19.170	Ammetre cable 1.5mm * 4 core	m	
	LIGHTING INSTALLATION		
19.171	LED globe 7w screw E27	no.	
19.172	LED globe 7w Beanet E27	no.	
19.173	Balket lights with E27 globe holders	no.	
19.174	LED globe 100w Screw E40	no.	
19.175	LED Fluorescent tube 22w 1.5m	no.	
19.176	LED Fluorescent tube 22w 1.2m	no.	
19.177	LED Fittings Fluorescent 1.2m	no.	
19.178	LED Fittings Fluorescent 1.5m	no.	
19.179	2 pin 18w tubes	no.	
19.180	4 pin 26w tubes	no.	
19.181	200w LED sport lights	no.	

19.182	150w LED sport lights	no.	
19.183	100w LED sport lights	no.	
19.184	High bay fitting with E40 holder	no.	
19.185	20W Fluorescent	no	
19.186	8W Fluorescent	no	
19.187	16A, one lever, one way	no	
19.188	16A, two lever, one way	no	
19.189	16A, three lever, one way	no	
19.190	16A, one lever, two way	no	
19.191	Photo cell 16A 20mm hole	no	
	Insulation		
19.191	Insulation tape (nitto) red	no.	
19.192	Insulation tape (nitto) Black	no.	
19.193	Insulation tape (nitto) Blue	no.	
19.194	Insulation tape (nitto) white	no.	
19.195			
19.196	Replace diffuser or lens	no.	
	FIRE SUPPRESSION		
19.197	Supply and install fire extinguisher (4.5kg) with wooden backing board and signage	no.	
19.198	Blank off and remove water sprinklers in ceiling including server room	no.	
20	PROVISION OF HIRED TOOLS		
	Tools to be transported to and from site with full tank of		
20.1	Daily wet rate for hiring of Walker Compactor Machine (8 hrs)	1 day	
20.2	Bomag compactor wet rate (8hrs)	1 day	
20.3	Big power generator engine wet rate (8hrs)	1 day	
21	PROVISIONAL SUM		
21.2	Allow amount of R50 000.00 (Fifty Thousand Rand) only for connection and supply of necessary fittings of back up water pump system including testing done by a Professional qualified plumber.	Item	R50 0000.00
	SUB TOTAL		
	VAT		
	TENDER AMOUNT		

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 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

MBD 3.1
PRICING SCHEDULE
(Professional Services)

Name of Bidder:..... Bid Number:

Closing Time: Closing Date

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project.	R	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	-----	R-----	----- days
	-----	R-----	----- days
	-----	R-----	----- days
	-----	R-----	----- days

5.1 Travel expenses (specify, for example rate/km and total km, class

of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL:			
R.....			

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

6. Period required for commencement with project after Acceptance of bid
.....
7. Estimated man-days for completion of project
.....
8. Are the rates quoted firm for the full period of contract?
.....
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....
.....

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
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:.....

3.2 Identity Number:.....

3.3 Company Registration Number:

3.4 Tax Reference Number:.....

3.5 VAT Registration Number:.....

3.6 Are you presently in the service of the state* **YES / NO**

3.6.1 If so, furnish particulars.

.....

.....

3.7 Have you been in the service of the state for the past twelve months? **YES / NO**

3.7.1 If so, furnish particulars.

* MSCM Regulations: "in the service of the state" means to be –

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

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.8.1 If so, furnish particulars.

.....
.....

3.9 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?

YES / NO

3.9.1 If so, furnish particulars

.....
.....

3.9 Are any of the company's directors, managers, principal Shareholders or stakeholders in service of the state?

YES / NO

3.10.1 If so, furnish particulars.

.....
.....

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES / NO

3.11.1 If so, furnish particulars.

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

1 Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

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

.....
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***YES / NO**

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

2.2 If yes, provide particulars.
.....
.....
.....
.....

* Delete if not applicable

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material noncompliance or dispute concerning the execution of such contract? ***YES / NO**

3.1 If yes, furnish particulars
.....
.....

4. Will any portion of goods or services be sourced from outside ***YES / NO**

the Republic, and, if so, what portion and whether any portion
of payment from the municipality / municipal entity is expected to be

***YES / NO**

transferred out of the Republic?

4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED 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 WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) **King Sabata Dalindyebo Municipality** in accordance with the requirements and specifications stipulated in bid number **033/2021-22** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE :

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I.....in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	<u>BRAND</u>	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

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:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? <u>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).</u> <u>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</u>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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)? <u>he Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</u>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....

Date

.....
Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ 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).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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 consortium³ will not be construed as collusive bidding.

6. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid;
or
- (f) bidding with the intention not to win the bid.

7. 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.

8. 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.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ANNEXURE A.1
PAST EXPERIENCE WITH OTHER INSTITUTIONS

Bidders must furnish hereunder details of similar work/service, which they have satisfactorily completed in the past. The information shall include a description of the Work, the Contract value, name of Employer and Employer's contact details.

EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO.

.....
DATE

.....
SIGNATURE OF BIDDER

ANNEXURE A.2
PAST EXPERIENCE WITH KING SABATA DALINDYEBO MUNICIPALITY

Bidders must furnish hereunder details of similar work/service, which they have satisfactorily completed in the past. The information shall include a description of the Work and the Contract value.

PREVIOUS AND/OR CURRENT PROJECTS UNDERTAKEN FOR KING SABATA DALINDYEBO MUNICIPALITY			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE

.....
DATE

.....
SIGNATURE OF BIDDER

**ANNEXURE B
COMPANY DETAILS**

The following company details schedule must be completed to ensure that the prerequisite requirements to bidding are met. Also attach the copy of the company registration certificate in order to qualify for bidding.

Registered Company Name:

.....

Company Registration Number:

VAT Number:

Bank Name and Branch:

Bank Account Number:

Professional Registration Details:

.....

.....

.....

.....

Professional Indemnity Details:

.....

.....

ANNEXURE C
JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.
- vii) A joint venture that is awarded a contract with KING SABATA DALINDYEBO MUNICIPALITY must be registered as a separate company with the Registrar of Businesses.
- viii) The joint venture must be registered with South African Revenue Services.
- ix) A separate bank account must be in place for the joint venture.

1. JOINT VENTURE PARTICULARS

- a) Name.....
- b) Postal address.....
.....
.....

c) Physical address
.....
.....

d) Telephone

e) Fax

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm

Postal Address.....

Physical Address

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2(a) Name of Firm

Postal Address.....

Physical Address

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm

Postal Address.....

Physical Address

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2(a) Name of Firm

Postal Address.....

Physical Address

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm

Postal Address.....

Physical Address

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

4. **BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

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

5. **OWNERSHIP OF THE JOINT VENTURE**

- a) Affirmable Joint Venture Partner ownership percentage(s)%
- b) Non-Affirmable Joint Venture Partner ownership percentage(s)%
- c) Affirmable Joint Venture Partner percentages in respect of : *

(i) Profit and loss sharing

(ii) Initial capital contribution in Rands

.....
.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands

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

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

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

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

NO	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

NO	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

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

(b) Authority to enter into contracts on behalf of the Joint Venture

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

(c) Signing, co-signing and/or collateralising of loans

.....
.....

(d) Acquisition of lines of credit

.....
.....

-
- (e) Acquisition of performance bonds
-
-

-
- (f) Negotiating and signing labour agreements
-
-
-

8. **MANAGEMENT OF CONTRACT PERFORMANCE**

(Fill in the name and firm of the responsible person).

- (a) Supervision of field operations
-

- (b) Major purchasing
-

- (c) Estimating
-

- (d) Technical management
-

9. **MANAGEMENT AND CONTROL OF JOINT VENTURE**

- (a) Identify the “managing partner”, if any,
-
-
-
-

- (b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

(c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner".

10. PERSONNEL

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

11. **CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

(Continue as necessary)

**ANNEXURE D
COMPANY COMPOSITION**

GENERAL

All information must be filled in spaces provided. If additional space is required, additional sheets may be attached. The onus is on the bidder to fill in all the information. Failure to do so will result in points being lost under equity. The full company composition is required including HDI and Non-HDI status. The ownership must accumulate to 100%.

NAME	IDENTITY NUMBER	CITIZENSHIP	HISTORICALLY DISADVANTAGE D INDIVIDUALS STATUS (Y/N)	DISABILIT Y	FEMAL E	DATE OF OWNERSHI P	% OWNED	VOTING %

ANNEXURE E
DECLARATION OF INTERESTS (KINSHIP, RELATIONSHIP WITH PERSONS EMPLOYED BY KING SABATA DALINDYEBO MUNICIPALITY)

In terms of the Municipal Supply Chain Management Regulations, no person or persons employed by the State may be awarded a bid by any municipality.

Any legal person, or persons having a kinship with persons employed by the KING SABATA DALINDYEBO MUNICIPALITY including a blood relationship, may make an offer in terms of this bid invitation. In view of possible allegations of favouritism, should the resulting bid or part thereof be awarded to persons connected with or related to an employee of KING SABATA DALINDYEBO MUNICIPALITY, it is required that the bidder or his/her authorized representative declare his position vis-à-vis the evaluating authority and/or take an oath declaring his/her interest, where—

- the legal person on who's behalf the bid document is signed, has a relationship with persons/a person who are/is involved with the evaluation of the bid(s), or where it is known that such a relationship exists between the person or persons for or on who's behalf the declarer acts and persons who are involved with the evaluation of the bid.

In order to give effect to the above, the following questionnaire shall be completed and submitted with the bid.

Do you, or any person have any relationship (family, friend, other) with a person employed with the KING SABATA DALINDYEBO MUNICIPALITY or its King Sabata Dalindyebo Municipality administration and who may be involved with the evaluation, preparation and/or adjudication of this bid?

Yes/No

If so, state particulars

Are you or any other person connected with the bid, employed by any organ of State?

Yes/No

If so, state particulars

SIGNATURE OF DECLARER

DATE

POSITION OF DECLARER

NAME OF COMPANY OR BIDDER

ANNEXURE F
DECLARATION (VALIDITY OF INFORMATION PROVIDED)

I.....declare that the information provided is true and correct, the signature to the bid document is duly authorised and documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the King Sabata Dalindyebo Municipality.

.....
SIGNATURE OF DECLARER

.....
DATE

.....
POSITION OF DECLARER

.....
**NAME OF COMPANY OF
BIDDER**

Should the bidder have, in the opinion of the KING SABATA DALINDYEBO MUNICIPALITY, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to the bid, then the KING SABATA DALINDYEBO MUNICIPALITY may, in its sole discretion:

- * Ignore any bids without advising the bidder thereof
- * Cancel the contract without prejudice to any legal rights the KING SABATA DALINDYEBO MUNICIPALITY may have

Should the bidder disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the KING SABATA DALINDYEBO MUNICIPALITY and such bidder.

ANNEXURE G
BID CHECK LIST

All King Sabata Dalindyebo Municipality bid documents will have the typical bid check list as an attachment. This list is to assist all bidders to submit complete bids.

Bidders are to check the following points before the submission of their bid:

1. All pages of the bid document have been read by the bidder.
2. All pages requiring information have been completed in black ink.
3. The Schedule of Quantities have been checked for arithmetic correctness.
4. Totals from each sub section of the Schedule of Quantities have been carried forward to the summary page.
5. The total from the summary page has been carried forward to the Bid Form.
6. Surety details have been included in the bid.
7. All sections requiring information have been completed.
8. The bidder has submitted the correct documentation, e.g. original and current certificates in terms of SARS and Levies, etc.
9. The bid document is submitted before 12h00 on the due date at the designated bid box of King Sabata Dalindyebo Municipality.