



TENDER NO. TED 01/2021/22

CONTRACT DOCUMENT

FOR

SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET

(RETURNABLE DOCUMENT)

Name of Tenderer	
Address	
Telephone Number	
Fax Number	
Date	
Signature	
Construction Duration (Weeks)	
Amount (VAT Included)	

NOTE:

- The Form of Offer and Acceptance (C1.1) is on **page 78** of this document (see also Clause F.4.1 on **page 8**)

FEBRUARY 2022

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE THEEWATERSKLOOF MUNICIPALITY					
Bid Number:	TED 01/2021/22	Closing Date:	18 March 2022	Closing Time:	12:00
Description:	SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM MBD7 (FORM OF OFFER AND ACCEPTANCE).					
Bid Response Documents may be Deposited in the Bid Box NO. 1 situated at:					
MUNICIPAL HEAD OFFICE					
6 PLEIN STREET					
CALEDON					
7230					
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]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ 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]					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
3. TOTAL NUMBER OF ITEMS OFFERED				4. TOTAL BID PRICE R	
5. SIGNATURE OF BIDDER				6. DATE	
7. CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		CONTACT PERSON	Elana Lotriet	
CONTACT PERSON	ASHLEY HENDRICKS		TELEPHONE NUMBER	028 214 3300	
TELEPHONE NUMBER	028 214 3300		FACSIMILE NUMBER	028 214 4257	
FACSIMILE NUMBER	028 212 1229		E-MAIL ADDRESS	elanalo@twk.org.za	
E-MAIL ADDRESS	ashleyhe@twk.org.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)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

THEEWATERSKLOOF MUNICIPALITY

SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

GENERAL TENDER INFORMATION

TENDER ADVERTISED	: Thursday, 10 February 2022 and Wednesday, 16 February 2022
ESTIMATED CIDB CONTRACTOR GRADING	: 1SQ or higher
SITE BRIEFING SESSION	: Tuesday, 22 February 2022 at 10h00
VENUE FOR SITE BRIEFING SESSION	: Municipal Offices, 59 Main Road, Villiersdorp
CLOSING DATE	: Friday, 18 March 2022
CLOSING TIME	: 12:00
VALIDITY PERIOD	: 90 Days
CLOSING VENUE	Theewaterskloof Municipality : 6 Plein Street CALEDON 7230
TENDER BOX 1	: Tender Box No. 1 located at the main entrance to: Theewaterskloof Municipality (Head Office) 6 Plein Street CALEDON 7230. Insert the large envelope containing the Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, into the tender box.

THEEWATERSKLOOF MUNICIPALITY

SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

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TENDER NOTICE AND INVITATION TO TENDER: CONTRACT NO.: TED 01/2021/22: SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCING AND GATES AT VILLIERSDORP MARKET

The Director: Economic Development & Planning invites tenders for the abovementioned works, located in the Theewaterskloof Municipal jurisdiction.

Only tenderers who satisfy the eligibility criteria and responsiveness criteria stated in the Tender Conditions, Tender Data and Special Conditions of Tender are eligible to submit tenders. It is estimated that tenderers should have a CIDB minimum Construction Industry Development Board (CIDB) grading of 1SQ are eligible to tender.

All bids received shall be evaluated in terms of the Theewaterskloof Municipality Supply Chain Management Policy and the Preferential Procurement Regulations of 2017. It is estimated that the **80/20** preference points system will be applicable. Tenders satisfying the qualifying criteria will be evaluated in terms of price and preference.

NB: This tender is also subject to Local Content Criteria as defined by the Department of Trade & Industry. Only locally produced or locally manufactured goods, works and services with the stipulated minimum threshold for local production and content will be considered. Schedule 2F (b) (Page 53).

A set of tender documents may be obtained from the Theewaterskloof Municipality, Supply Chain Management Department, 6 Plein Street, Caledon from **Thursday, 10 February 2022** during office hours, Monday to Thursday, 07:45 to 13:00 and 13:45 to 16:45 and Fridays 07:45 to 13:00 and 13:45 to 15:30.. Payment of a non-refundable tender participation fee of **R500.00** (VAT inclusive) is applicable. This is an eligibility criterion and is payable by means of electronic transfer or direct deposit only. Proof of payment of the participation fee must accompany your tender document when submitting it. Refer enquiries **only in the aforementioned regard** to Mr. Hanro September at HanroSe@twk.org.za.

All technical enquiries must be directed to Elana Lotriet elanalo@twk.org.za. Please note that no verbal queries will be entertained.

All prospective tenderers will meet at the offices of the Theewaterskloof Municipality, 59 Main Road, Villiersdorp on **Tuesday, 22 February 2022 at 10:00**, after which a compulsory clarification site visit with representatives of the Employer will take place to the site of the proposed services in Villiersdorp. After the site visit a compulsory clarification meeting will take place at the above mentioned offices. Prospective tenderers who arrive later than **10:15** will not be allowed into the Clarification meeting. Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

The **closing time** for receipt of tenders is **12:00** on **Friday, 18 March 2022**, at Theewaterskloof Municipality, 6 Plein Street, Caledon. Tenders, in sealed envelopes, marked **TED 01/2021/22: SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET**, must be placed in Tender Box No. 1, located at the main entrance of Theewaterskloof Municipality, 6 Plein Street, Caledon. Please note that the tender box is open 24/7 and that the deposit slot opening is 5 x 30 cm. Telegraphic, telephonic, telex, facsimile, electronic / email and late tenders will not be accepted. Tenders may only be submitted on the tender documentation that has been issued.

The successful tenderer must also be registered on the Centralized Supplier Database (CSD). Tenderers can register on www.csd.gov.za.

Council reserves the right to accept a tender in full, partially or not at all and is not obliged to accept the lowest tender received.

J Jonkers
Acting Municipal Manager
Theewaterskloof Municipality
P O Box 24
Caledon
7230

THEEWATERSKLOOF MUNICIPALITY

SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 136 Government Gazette No 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender.

Clause No. Tender Data

F.1 General

F.1.1 Actions

Add the following:

The Employer is the THEEWATERSKLOOF MUNICIPALITY, represented by the Director: Economic Development & Planning.

F.1.2 Tender Documents

Add the following:

The following documents form part of this tender:

VOLUME 1: The General Conditions of Contract for Construction Work (Third Edition) 2015 as published by the South African Institution of Civil Engineering. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, email: civilinfo@saice.org.za.

VOLUME 2: SANS 2001 The Standardized specification for civil engineering construction. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

VOLUME 3: The Tender Document (this document), in which is bound:

The Tender

Part T1: Tendering procedures

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

Part T2: Returnable Documents

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

The Contract

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Adjudicators Agreement

C1.4 Occupational Health and Safety Agreement

Part C2: Pricing Data

C2.1 Pricing Instructions

C2.2 Bills of Quantities

THEEWATERSKLOOF MUNICIPALITY

SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

Part C3: Scope of work

C3.1 Description of the Works

C3.2 Annexes

F.1.5 The Employer's right to accept or reject any tender offer

Add the following:

F.1.5.1 The Employer may reject a tender if, in the opinion of the Employer, the tenderer will be unable to achieve the contract participation goal tendered, in the performance of the contract.

F.1.5.2 Competitive negotiation procedure

Add the following to F.1.6.2

A competitive negotiation procedure will not be followed.

F.1.5.3 Proposal procedure using the two-stage system

Add the following to F.1.6.3

A two-stage system will not be followed.

F.2 Tenderer's Obligations

F.2.1 Eligibility

Add the following:

Only those tenderers who substantiate their offer by providing sufficient proof, relevant to each of the following criteria and in terms of the scope of work included in this contract, are eligible to submit tenders:

- a) Must comply with a CIBD grading of 1SQ or higher- Please append to **Schedule 2A (Page 45)**.
- b) Payment of a non-refundable tender deposit of R500.00 (VAT Inclusive)- Please append to **Schedule 2L (Page 71)**.
- c) Attendance of the compulsory clarification meeting.
- d) In order to be considered for an appointment in terms of this bid, tenderers are required to submit the completion certificates/letters of 2 fencing contracts, with construction values of at least R 100 000.00. Tenderers are required to list the projects in **Schedule 1H (Page 41)** and must append the Employer/Employer's Agent completion certificate/completion letter of each to **Schedule 1H (Page 43)**.
Note: tenderers with the requisite experience as subcontractors can submit proof to this effect from the Main Contractor. The authenticity of information supplied will be verified and rejected if found to be false. Please also provide contact details of the Employer/ Employer's Agent/Main Contractor listed in **Schedule 1H (Page 41)**.
- e) Only those tenderers who complies with the minimum threshold for local content will be considered. Refer to **Schedule 2F (b) (Page 55)** - Certificate of Local Content Declaration

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIBD;
2. the lead partner has a contractor grading designation in the 1SQ class of construction work;
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 1SQ class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

Notwithstanding the above, tenderers who are capable of being so registered prior to the evaluation of submissions may be evaluated at the sole discretion of the Employer (the evaluation of tenders shall be deemed to take place when the Employer's Bid Evaluation Committee meets to make a recommendation to the Bid Adjudication Committee).

As the Municipality does not have a Contractor Development Programme in place, Potentially Emerging Contractors may tender only in accordance with their grading designation

For alpha-numeric associated with the contractor Grading Designations see Annex G attached.

THEEWATERSKLOOF MUNICIPALITY

SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

F.2.2 Clarification meeting

Add the following:

The arrangements for a compulsory site visit/clarification meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers should be represented at the briefing session by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

F.2.2.1 Alternative tender offers

Add the following to F.2.4.1:

F.2.2.2 No Alternative offers will be considered

F.2.3 Submitting a tender offer

Replace sub-clause F.2.13.2 with the following

F.2.3.2 Return all returnable documents to the employer after completing them in their entirety, by writing in non-erasable ink.

Add the following to F.2.13.3

F.2.3.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nought) copies.

Add the following after the first sentence of F.2.13.4:

F.2.3.4 The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

Add the following after the first sentence of F.2.13.5:

F.2.3.5 The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: Tender Box No. 1 at the entrance of the municipal head office

Physical address: Theewaterskloof Municipality, 6 Plein Street, Caledon, 7230

Reference number: Tender number: **TED 01/2021/22**

Title of Tender: SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET

Sealed tenders with the Tenderer's name and address and the endorsement, "**TED 01/2021/22: SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET**", on the envelope, must be placed in the appropriate official tender box at the abovementioned address.

Add the following to F.2.3.6:

F.2.3.6 A two-envelope procedure will **not** be followed (F3.5).

Add the following sub-clause after F.2.3.7:

F.2.3.7 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.

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SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

- F.2.8 **Closing time**
Add the following to F.2.8.1:
- F.2.8.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted
- F.2.9 **Tender offer validity**
Add the following to F.2.9.1:
- F.2.9.1 The tender offer validity period is **90 days**.
- F.2.10 **Clarification of tender offer after submission**
Add the following to F.2.17:
A tender will be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request for such clarification. A tender will also be rejected as non-responsive if the tenderer fails, within the time stated in writing by the Employer, to comply with the requirements of F.4.3.
- F.2.11 **Certificates**
Add the following:
The tenderer is required to submit the following certificates with his tender:
- F.2.11.1 **Certificate of Contractor registration (CIDB)**
A Certificate of Contractor Registration, issued by the Construction Industry Development Board, must be submitted. Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner. Append to **Schedule 2A (Page 45)**.
- F.2.11.2 **Tax Clearance Certificate**
Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit/append documentary evidence/proof. Append to **Schedule 2C (Page 47)**.

Each party to a Consortium/Joint Venture shall provide separate documentary evidence/proof.
- F.2.11.3 **Bargaining Council Certificates**
Where applicable, a certificate of compliance issued by the relevant Bargaining Council must be submitted. Append to **Schedule 2N (Page 73 – Letter of Good Standing)**. Each party to a Consortium/Joint Venture shall submit separate certificates in the above regard.
- F.3. The Employer's undertakings**
- F.3.1 **Issue Addenda**
Add the following to F.3.2:
Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.
- F.3.2 **Opening of tender submissions**
Add the following to F3.2.1
- F3.2.1. The time and location for opening of the tender offers is:
- Time: Tenders will be opened immediately after the closing time for receipt of tenders, as stated in the Tender Notice and Invitation to Tender, or as stated in any Addendum extending the closing date.
- Location: COUNCIL CHAMBERS, THEEWATERSKLOOF MUNICIPALITY, 6 PLEIN STREET, CALEDON, 7230.
- Tenders will be opened immediately after the closing time for tenders at 12:00.

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F.3.8

Test for responsiveness

Add the following to F3.8:

Tenders will be considered non-responsive if, inter alia: (This is a requirement on submission of tender document)

- the tenderer does not comply with the eligibility criteria listed in F2.1;
- the tenderer has failed to complete and sign the Offer portion of C1.1 Form of Offer and Acceptance in non-erasable ink;
- the tender is not in compliance with the Scope of Work;
- if the tenderer failed to comply to the Special Conditions of Tender contained in F4.15 (Page 12);
- the tenderer has failed to comply with the pricing instruction as advertised; and
- The tenderer has failed to comply with clause F4.1 (Page 10) – additional conditions of tender.

Add the following two sub-clauses after F.3.8

Test for Administrative Compliance

Tenders will be considered non-compliant if, inter alia:

- a) The tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request.
- b) The tenderer has failed to include, append and sign, where prompted in the Returnable Schedules, any and all additional information requested.
- c) The tenderer has not submitted a municipal account of where the head office of the company is registered or in case where the premises are leased, the tenderer has not provided a copy of the lease of the premises. The successful contractor will be required to submit updated municipal accounts on a quarterly basis.
- d) The tenderer failed to submit a valid Tax Compliance Status Pin Certificate, a valid Tax Compliance Status Pin Certificate may be requested.
- e) The tenderer has failed to submit a certified valid B-BBEE certificate, QSE or EME affidavit, whereas points were claimed and a copy of certificate or affidavit was supplied, a certified valid copy of the B-BBEE certificate, QSE or EME Affidavit may be requested
- f) The tenderer has failed to submit proof of good standing with regards to COIDA, and UIF from the Department of Labour related to good standing with regards to COIDA payments. A certified copy of the proof of good standing may be requested.
- g) The tenderer has failed to submit proof of good standing with the relevant Bargaining Council (or relevant affiliation). Should such be in place, a certified copy of the proof of registration may be requested or the tenderer will be afforded the opportunity to register with such Bargaining Council.
- h) The tenderer failed to append to **Schedule 2L (Page 71)** proof of payment of the tender participation fee. Proof of payment of the tender participation fee may be requested.
- i) The tenderer has failed to fully complete the MBD 6.2 schedule, it can be requested from the tenderer to fully complete and submit the schedule to the employer.

The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

F.3.9

Evaluation of responsive tender offers

F.3.9.1

General

Tenders shall be evaluated in terms of the Preferential Procurement Regulations 2017. The value of the tender is estimated not to exceed R50 000 000-00 and therefore the 80/20 system shall be applicable. The financial offer will be scored using Formula 2 (Option 1) where the value of W1 is 80 points. Up to a maximum of 20 points for this tender will be awarded in terms of the tenderers B-BBEE status level of contribution.

F.3.9.2.

The tenderer has failed to submit a certified valid B-BBEE certificate, whereas points were claimed and a copy of the certificate was supplied, a certified copy of the B-BBEE certificate may be requested.

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F.3.9.3. 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.

Points awarded for B-BBEE Status Level of Contribution

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

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

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.

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.

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.

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.

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.

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.

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.

If a valid B-BBEE certificate of EME affidavit is not attached it will be interpreted that the preference points for B- BBEE status level or contribution are not claimed.

If a valid B-BBEE certificate or EME affidavit is attached and if points is not claimed in terms of MBD 6.1 it will be interpreted that the preference points for B- BBEE status level or contribution are not claimed.

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Please note that the Municipality will not request a valid B- BBEE certificate or Sworn Affidavits if such is not attached to the bidders tender at closing date of this tender.

F.3.9.4 **Method 2: Financial offer and preference**

The procedure for the evaluation of responsive tenders is **Method 2**, where the total number of tender evaluation points, $T_{EV} = N_{FO} + N_P$ as detailed below.

Where N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7
 N_P is the number of tender evaluation points awarded for B-BBEE Status

F.3.10 **Acceptance of tender offer**

Add the following to F.3.10:

- F.3.10.1
- the tenderer has in his or her possession an original valid Tax Compliance Status Pin Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations. Where a tax clearance certificate expires during the duration of the construction period, the tenderer must provide a Valid Tax Compliance Status Pin Certificate within 21 days;
 - the tenderer is registered with the CIDB with an approximate category of registration;
 - the tenderer is not in arrears for more than three (3) months with municipal rates and taxes and municipal service charges;
 - the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
 - the tenderer has not:
 - abused the Employer's Supply Chain Management System; or
 - failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
 - failed to perform on any previous contract and has been given a written notice to this effect;
 - the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

F.3.10.2 **SCM Related Appeals**

Clause 53 of the Theewaterskloof Supply Chain Management Policy gives any person whose rights have been affected by such a decision, the right to appeal such decision within 21 days of notification of the decision.

Any tenderer wishing to exercise this right, must submit their appeal in writing to the Municipal Manager, marked for the attention of the THEEWATERSKLOOF MUNICIPALITY, 6 Plein Street, CALEDON, 7230. The format of the appeal must:

- set out the reasons for the appeal;
- state in which way the appellant's rights have been affected by the decision;
- state the remedy sought, and
- be accompanied by a copy of the notification advising the tenderer of the decision of the Supply Chain Management Bid Adjudication Committee.

Tenderers are hereby informed also of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No. 3 of 2000).

The notification of the decision sent to the successful tenderer is **not** acceptance of the tender and no rights shall accrue to the successful tenderer in terms of this notification. The successful tenderer will be notified in writing after 21 days of the notification of any final decision (i.e. Acceptance) or of any developments with respect to the appeal process, and if applicable, procedures for the commencement of the work.

The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the Municipality's appeals process.

F.3.11 **Provide copies of the contract**

Add the following:

The number of paper copies of the signed contract to be provided by the Employer is one.

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F4 Additional Conditions Of Tender

The additional conditions of tender are:

F4.1 Invalid Tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (**form of Offer and Acceptance**);
- b) if the tender is not completed in hand written non-erasable black ink;
- c) if the offer has not been signed;
- d) if the offer is signed, but the name of the tenderer is not stated or is indecipherable.

F4.2 Negotiations with preferred tenderers

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

F4.3 General supply chain management conditions applicable to tenders

In terms of its Supply Chain Management Policy the Municipality may not consider a tender unless the provider who submitted the tender:

- a) has furnished the Municipality with that provider's:
 - full name;
 - identification number or company or other registration number; and
 - tax reference number and VAT registration number, if any;
- b) has indicated whether:
 - the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
 - the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months;
 - whether a spouse, child or parent of the provider or of a director, manager, share holder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months; or
- c) irrespective of the procurement process followed, the Municipality is prohibited from making an award to a person:
 - who is in the service of the state;
 - if the person is not a natural person, a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; or
 - who is an advisor or consultant contracted with the Municipality.

In this regard, tenderers shall complete **Schedule 1A (Page 29)**, Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender not being considered.

F4.4 Combating abuse of the Supply Chain Management Policy

In terms of the Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has:

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) failed, during the last five years, to perform satisfactorily on a previous contract with the Municipality or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
- c) abused the supply chain management system of the Municipality or has committed any improper conduct in relation to this system;
- d) been convicted of fraud or corruption during the past five years;
- e) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

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- f) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

In this regard, tenderers shall complete **Schedule 2F (Page 50)**, Returnable Schedules: Declaration of Tenderers Past Supply Chain Management Practices (MBD 8). Failure to complete this schedule may result in the tender not being considered.

F4.5 Price variations

The Contract Price shall not be subject to any contract price adjustment, the rates and prices tendered in the bills of quantities shall be final and binding throughout the period of the contract except for imported special materials, refer to clause Clause 6.8.3: Special Materials in the Contract Data.

F4.7 COIDA payments

The Tenderer shall submit to Council a letter from the Department of Labour indicating his good standing with regard to COIDA payments. Complete **Schedule 2M (Page 72)** and append the letter in this regard.

F4.8 Registration with Bargaining Council (or relevant affiliation)

Tenderers must be registered with a relevant Bargaining Council (if such be in place) and provide the applicable Certificate of Compliance in terms of the relevant Government Gazette. Complete **Schedule 2N (Page 73)** and append the certificate (letter of good standing) in this regard.

F4.9 Compliance with Occupational Health and Safety Act 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations of 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

The Health and Safety Plan shall cover inter-alia the following details:

- 1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- 2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- 3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- 4) Regular monitoring procedures to be performed.
- 5) Regular liaison, consultation and review meetings with all parties.
- 6) Site security, welfare facilities and first aid.
- 7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.

F4.10 Eligibility with respect to expanded public works programme

This Contract does **not** qualify for consideration as an Expanded Public Works Programme project.

F4.11 Claims arising after submission of tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/ Engineer after the submission of any tender and the Tenderer shall be deemed to have:

- 1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.

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- 2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby.
- 4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/ Engineer at once to have the same rectified, as no liability will be admitted by the Employer/ Engineer in respect of errors in any tender due to the foregoing.

F4.12 Labour intensive construction/use of local labour

It is **not** a requirement of the Contract that the work be executed in such a manner as to maximise the use of labour intensive systems. Tenderers are referred to the Special Conditions Tender regarding local labour relevant to this tender, Returnable schedule 3D.

F4.13 UIF payments

The Tenderer shall submit to the Employer a letter from the Industrial Council indicating his or her good standing with regard to UIF payments upon being requested to do so.

F4.14 Requests for contract documents, or parts thereof, in electronic format

The Employer shall not formally issue tender documents in electronic format as contemplated in 2.13 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

- a) Electronic copies of the contract document, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in 1.2 in hardcopy.
- b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- c) The Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered.
- d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- e) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender document as contemplated in Tender data, shall render the tender invalid. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- f) In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

F4.15 Special Conditions Tender:

Tenderers must sign **Schedule 3D (Page 78)** in the **Returnable Schedules**.

F4.15.1. The local content will be dealt with in terms of all relevant circulars issued by the National Treasury in relation to local content.

F4.16. Local Content

The local content will be dealt with in terms of all relevant circulars issued by the National Treasury in relation to local content.

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Annex F (normative)

Standard Conditions of Tender

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

F.1 General

F.1.1 Actions

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

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

Note:

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **Conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

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- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

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

F.1.5 The employer's right to accept or reject any tender offer

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

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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

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

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

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F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

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F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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

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

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

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

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

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

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

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

F.2.13.8 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

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

F.2.16 Tender offer validity

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

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies, etc.

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The Employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

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F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- Rank tender offers from the most favourable to the least favourable comparative offer.
- Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

- Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- Rank tender offers from the highest number of tender evaluation points to the lowest.
- Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.4 Method 3: Financial offer and quality

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In the case of a financial offer and quality:

- Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- Rank tender offers from the highest number of tender evaluation points to the lowest.
- Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8;
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- Rank tender offers from the highest number of tender evaluation points to the lowest.
- Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 Scoring Financial Offers

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

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

where: N_{FO} is the number of tender evaluation points awarded for the financial offer.
 W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.I as stated in the Tender Data.

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

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

F.3.11.8 Scoring preferences

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

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

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

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

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

where: S_O is the score for quality allocated to the submission under consideration;
 M_S is the maximum possible score for quality in respect of a submission; and
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- has the legal capacity to enter into the contract,
- is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- complies with the legal requirements, if any, stated in the tender data, and
- is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F.3.19 Transparency in the procurement process

F.3.19.1 The CIDB prescripts require that tenders must be advertised and be registered on the CIDB i.Tender System.

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

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

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

- Procurement planning process;
- Procurement method and evaluation process;
- Contract type;
- Contract status;
- Number of firms tendering;
- Cost estimate;
- Contract title;
- Contract firm(s);
- Contract price;
- Contract scope of work;
- Contract start date and duration;
- Contract evaluation reports.

F.3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F.3.19.6 Consultative Forum must be an independent structure from the bid committees.

F.3.19.7 The information must be published on the employer's website.

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

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Annex G (normative)

Alpha-numerics associated with the Contractor Grading Designations

Table G1: Contractor grading designations and associated parameters

Contractor Grading Designation	Tender Value Range designation	Maximum value of contract that a contractor is considered capable of performing (R)
1 (class of construction works)	1	500 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	N/A

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DESCRIPTION	DESIGNATION	DEFINITION	WORK TYPES	EXAMPLES
Civil Engineering Works	CE	Construction works that are primarily concerned with materials such as steel, concrete, earth and rock and their application in the development, extension, installation, maintenance, removal, renovation, alteration or dismantling of building and engineering infrastructure.	Water, sewerage, roads, railways, harbours and transport , urban development and municipal services.	Structures such as a cooling tower, bridge, culvert, dam, grand stand, road, railway, reservoir, runway, swimming pool, silo or tunnel. The result s of operations such as dredging, earthworks and geotechnical processes. Township services, water treatment and supply, sewerage networks, sanitation, soil conservation works, irrigation works, stormwater and drainage works, coastal works, ports, harbours, airports and pipelines.
Electrical Engineering Works (Infrastructure)	EP	Construction works that are primarily concerned with development, extension, installation, removal, renovation, alteration or dismantling of engineering infrastructure: a) Relating to the generation, transmission and distribution of electricity; Or b) Which cannot be classified as EB	Electrical Power generaton, transmission, control and distribution equipment ans systems	Power generation Street and area lighting Sunstations and protection systems Township reticulations Transmission Lines Supervisory control and data acquisition systems
Electrical Engineering Works (Buildings)	EB	Construction works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or any premises used for transmission of electricity from a point of control to a point of consumption, including any article forming part of such an installation.	All electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and layig and electrical overhead line construction	Electrical installations in buildings Electrical reticulations within a plot of land (erf0 or building site Standby plant and uninterrupted power supply Verification and certification of electrical installations on premises.
General Buidling Works	GB	Construction works that: a) Are primarily concerned with the development, extension, installation, renewal, renovation, alteration or dismantling of a permanent shelter for its occupants or contents; or b) Cannot be categorised in terms of the definitions provided for civil engineering works, electrical engineering works, mechanical engineering works.	Buildings and ancillary works other than those categorised as being: a) Civil engineering works b) Electrical engineering works c) Mechanical engineering works d) Specialist works	Buildings for domestic, industrial institutional or commercial occupancies. Car ports Fences other than classified as SS [SQ] Stores Walls

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Mechanical Engineering works	ME	Construction works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of engineering infrastructure for gas transmission and distribution, solid waste disposal, heating, ventilation and colling, chemical works, metal lurgical works, manufacturing, food processing and materials handling.	Machine systems including those relating to environment of building interiors: a) Gas transmission and distribution systems; b) Pipelines c) Solid waste disposals d) Material handling, lifting machinery, heating, verntilation and cooling, pumps, e) Continuous process systems f) Chemical works, metal lurgical works, manufacturing, food processing such as that in concentrator machinery and apparatus, oil and gas wells, smelters, cyanide plants, acid plants, metal lurgical machineryequipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances or other chemical processes.	Air conditioning and mechanical ventilation Boiler installations ans steam distribution Central heating Centralised hot water generation Cranes and hoists Dust and sawdust extraction Compressed air, gas and vacuum installations Conveyor and materials handling installations Continuous process systems involving chemical works, oil and gas wells, acid plants, metal lurgical machinery, equipment and apparatus, and works nessecary for the beneficiation of metals, minerals, rocks, petroeluemmm and organic substances and other chemical processes. Kitchen equipment Laundry Equipment Lift installations and escalators Refrigeration and cold rooms Wste handling systems (including compactors)
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DESCRIPTION	DESIGNATION	DEFINITION	WORK TYPES	EXAMPLES
Specialist Works	SB	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution.	The extension, installation, repair, maintenance or renewal, or removal of asphalt	
	SC		The development, extension, installation, removal and dismantling, as relevant, associated with building excavations, shaft sinking and lateral earth support.	
	SD		The development, extension, installation, repair, renewal, removal or alteration of corrosion protection systems (cathodic, anodic and ectrolytic)	
	SE		Demolition of buildings and engineering insfrastructure and blasting	
	SF		The development, extension, installation, renewal, rempval, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation)	
	SG		The development, extension, maintenance, renewal, removal, alteration or dismantling as relevant landscaping, irrigation and horticulture works.	
	SI		The development, extension, maintenance, renewal, repair, removal, renovation, alteration or dismantling of lifts, escaltors, travellators and hoisting machinery.	
	SJ		The development, installation, removal or dismantling as relevant of piles and other specialised foundations for buildings and structures.	
	SK		The installation, renewal, ateration or dismantling as relevant road markings and signage.	
	SL		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding.	
	SM		Timber buildings and structures	
	SN		The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems.	
	SO		The development, extension, installation, renewal, removal, alteration of dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services, plumbing).	
	SQ		The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing.	

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Part T2: Returnable Documents

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

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)

Schedule : 1A	Compulsory Enterprise Questionnaire	P30
Schedule : 1B	Authority of Signatory	P32
Schedule : 1C	Contractor's Information	P34
Schedule : 1D	Schedule of Plant and Equipment available for the Contract	P38
Schedule : 1E	Preliminary Programme	P39
Schedule : 1F	Estimated Monthly Cash-flow	P40
Schedule : 1G	Schedule of Proposed Sub-contractors	P41
Schedule : 1H	Completion Certificates of Similar Tenders	P43
Schedule : 1K	Estimated Local Labour to be Employed on the Contract	P44

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (append to schedule in document)

Schedule : 2A	Certificate of Contractors Registration issued by the CIDB	P45
Schedule : 2B	Documents of Incorporation	P46
Schedule : 2C	Tax Clearance Certificate Requirements (MBD 2)	P47
Schedule : 2D	Declaration of Interest (MBD 4)	P48
Schedule : 2F(a)	Preference Points Claim Form in Terms of Preferential Procurement Regulations 2017 – (MBD 6.1)	P50
Schedule : 2F(b)	Certificate of local content declaration (MBD 6.2)	P55
Schedule : 2H	Declaration of Bidders past supply chain practices (MBD 8)	P64
Schedule : 2I	Certificate of Independent Bid Determination (MBD 9)	P66
Schedule : 2J	Declaration in terms of the MFMA in terms of Municipal Rates & Services	P69
Schedule : 2K	Financial Standing	P70
Schedule : 2L	Proof of Payment of Tender Fee	P71
Schedule : 2M	Proof of Letter of Good Standing with COIDA	P72
Schedule : 2N	Proof of Registration with Relevant Bargaining Council	P73
Schedule : 2O	Certificate of Attendance at Clarification Meeting	P74

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)

Schedule : 3A	Record of Addenda to Tender Documents	P75
Schedule : 3B	Occupational Health and Safety Plan	P76
Schedule : 3C	Form of Indemnity	P77
Schedule : 3D	Special Conditions of Tender	P78

4. OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

C1.1 :	Form of Offer and Acceptance	P81
C1.2 :	Contract Data (Part1 & Part 2)	P86
C1.3 :	Adjudicator's Agreement	P92
C1.4 :	Occupational Health and Safety Agreement	P94
C2.1 :	Pricing Instructions	P99
C2.2 :	Bills of Quantities	P101

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SCHEDULE 1A: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name and address of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

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

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

THEEWATERSKLOOF MUNICIPALITY

SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

*Insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

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

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

*insert separate page if necessary

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Bid Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other bidding entities submitting bid offers and have no other relationship with any of the bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

* The schedule should be used where tenders are subject to the local Government: Municipal Finance Management Act

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SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

SCHEDULE 1B: AUTHORITY OF SIGNATORY

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

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation
☐	☐	☐	☐	☐
☐	☐	☐	☐	☐

A. Certificate for Company

I,, chairperson of the board of directors of

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

As witnesses:

1. Signature : Sole owner:
2. Date :

Tenderers must attach a copy of the Resolution of the Board - refer to Schedule 2.....

B. Certificate for Partnership

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

NAME	ADDRESS	SIGNATURE	DATE

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

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C. Certificate for Joint Venture

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

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for Sole Proprietor

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

As witnesses:

1. _____ Signature : Sole owner: _____
2. _____ Date : _____

E. Certificate for Close Corporation

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

NAME	ADDRESS	SIGNATURE	DATE

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

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SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

SCHEDULE 1C : CONTRACTOR'S INFORMATION

COMPLETE AS FULLY AS POSSIBLE, WHERE APPLICABLE
CONTRACTORS, SUPPLIERS AND SERVICES PROVIDERS (PROFESSIONAL AND NON-PROFESSIONAL)

PART ONE

1. NAME OF COMPANY

2. ADDRESS: PHYSICAL

POSTAL

CODE

WEBSITE http

E-MAIL

2.1 PHYSICAL ADDRESS IN LOCAL
AREA (if applicable)

CODE

CONTACT PERSON (Name & Details)

TELEPHONE

FAX

CELL PHONE

3. SECTOR (e.g. Construction)

3.1 NATURE OF BUSINESS
(e.g. Plumbing)

1.

2.

4. REGISTERED AS:

☐

CLOSE CORPORATION

☐

PTY LTD COMPANY

☐

CO-OPERATIVE

☐

SOLE TRADER

☐

LTD COMPANY

☐

PARTNERSHIP

☐

NOT REGISTERED

**SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP
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Tender

Part T2: Returnable Documents

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11. PROFESSIONALS ATTACHED TO THE CONCERN WITH QUALIFICATIONS (Name and Qualification)

Initials	Qualifications	Surname

PART TWO

12. NAMES AND NUMBERS OF DIRECTORS/PARTNERS/MEMBERS - % SHAREHOLDING

	Initials	Surname	ID Number	Sex	%	*HDI Holding
1.						YES/NO
2.						YES/NO
3.						YES/NO
4.						YES/NO
5.						YES/NO
6.						YES/NO
7.						YES/NO
8.						YES/NO

13. INDICATE ON WHICH DATE YOUR BUSINESS STARTED ITS CURRENT

TYPE OF BUSINESS

----------------------	----------------------	----------------------	----------------------	----------------------

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SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

*DEFINITION OF HISTORICALLY DISADVANTAGED INDIVIDUAL (HDI) MEANS A SOUTH AFRICAN CITIZEN.

- WHO, DUE TO THE APARTHEID POLICY THAT HAD BEEN IN PLACE, HAD NO FRANCHISE IN NATIONAL ELECTIONS PRIOR TO THE INTRODUCTION OF THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1983 (ACT NO. 110 OF 1983) OR THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA, 1993 (ACT NO. 200 OF 1993) ("THE INTERIM CONSTITUTION") AND/OR
 - WHO IS A FEMALE; AND/OR
 - WHO HAS A DISABILITY

PROVIDED THAT A PERSON, WHO OBTAINED SOUTH AFRICAN CITIZENSHIP ON OR AFTER THE COMING INTO EFFECT OF THE INTERIM CONSTITUTION, IS DEEMED NOT TO BE A HDI.

I (FULL NAME) HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT

.....
SIGNATURE

.....
DATE

(ADDITIONAL INFORMATION MAY BE ATTACHED IF NECESSARY.)

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SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

SCHEDULE 1D : SCHEDULE OF PLANT AND EQUIPMENT AVAILABLE FOR THE CONTRACT

The following are lists of major items of relevant equipment that I/we **presently** own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, Size, Capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description, Size, Capacity, etc.

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

THEEWATERSKLOOF MUNICIPALITY

SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

SCHEDULE 1E : PRELIMINARY PROGRAMME

The tenderer shall attach a preliminary programme, to this schedule.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also take into account the additional requirements stated in the Project Specifications when drawing up the programme.

Details of the preliminary programme shall be appended to this Schedule.

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

The construction duration will be (weeks)

Signed	Date
Name	Position
Tenderer	

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SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

SCHEDULE 1F : ESTIMATED MONTHLY CASH-FLOW

The Tenderer shall state below the estimated value of work to be completed every month, based on his preliminary programme and his tendered unit rates.

The amounts for Contingencies and Contract Price Adjustment must not be included. The Tenderer must make note of any cash-flow restrictions.

MONTH	VALUE
1	
2	
3	
4	
5	
6	
TOTAL	

Signed

Date

Name

Position

Tenderer

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SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

SCHEDULE 1G: SCHEDULE OF PROPOSED SUB-CONTRACTORS

We notify you that it is our intention to employ the following Sub-contractors to work on this contract.

If we are awarded the contract we agree that this notification does not change the requirement for us to submit the names of proposed Sub-contractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

No.	Name and Address of Proposed Sub-contractor	Nature and Extent of Work	Previous Experience with Sub-contractor
1.		Materials (Cement)	
2.		Materials (Sand)	
3.		Materials (Stone)	
4.			
5.			
6.			
7.			

Signed

Date

Name

Position

Tenderer

**SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP
MARKET
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SCHEDULE OF LOCAL LABOUR TO BE EMPLOYED ON THE CONTRACT**

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

Tender

Part T2: Returnable Documents

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SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

SCHEDULE 1H : COMPLETION CERTIFICATES OF SIMILAR PROJECTS

Must have completed at least tow (2) fencing projects with a values of at least R 100 000.00, completion certificates to be attached and will be verified. If the tenderer was a sub-contractor a letter from the Main Contractor will suffice.

Municipality/Other Entity	Contact Person Name and Number	Project Description	Contract Value	Completion Certificate issue date

Tenderers are reminded to attach Completion certificates to this schedule.

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

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

Signed Date

Name Position

Tenderer

**SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP
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Description	Number				Total
Description of Task / Element / Trade	Artisans and or Skilled Labour	Semi-Skilled Labour	Labourers	Others	Labour / Task
TOTAL ACTUAL LOCAL LABOUR:					

Note: Where the same labour is to be re-used on various tasks the Total Labour/Tasks and the Total Actual Labour will differ.

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**SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP
MARKET
TED 01/2021/22**

SCHEDULE 2A: CERTIFICATE OF CONTRACTOR REGISTRATION ISSUED BY THE CIDB
--

The tenderer should attach to this page a certified copy of the certificate of contractor registration of his/her company, close corporation or partnership issued by die CIDB. In the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

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SCHEDULE 2B: DOCUMENTS OF INCORPORATION
--

The tenderer must attach to this page a certified copy of the certificate of incorporation of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture (appended to this Schedule).

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SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

SCHEDULE 2C: 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 Services (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement, Tenderers are required to complete in full the TCC 0001 form, "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 Tenderers / 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 accepted.

a. Tax Compliance Status (TCS) Pin as of 18 April 2016

- i. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which will be used to verify a bidder's tax status online via SARS E-filing. This option will be used to verify the status of the service provider (which should be active or compliant) and will determine if the offer will be further evaluated or omitted. Service provider's status which is found inactive or non-compliant their offers will be omitted. As a result, Tenderers who are not in possession of an original Tax Clearance Certificate must issue the municipality with the following:

1.	Tax Clearance Certificated printed for SARS E-filing	
2.	Tax Reference Number:	
3.	Tax Compliance Status Pin:	

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 e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Fileers through the website www.sars.gov.za
7. Non-adherence to points 3 or 6 above will invalidate your offer.

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SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

SCHEDULE 2D : DECLARATION OF INTEREST (MBD4)

1. No bid will be accepted from persons in the service of the state¹
2. Any person, having a kinship with persons in the service of the state¹, 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.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of bidder or his or her representative:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²)
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number.....
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors/ trustees/ shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? YES ☐ / NO ☐
 - 3.8.1 If yes, furnish particulars.
.....
 - 3.9 Have you been in the service of the state for the past twelve months? YES ☐ / NO ☐
 - 3.9.1 If yes, furnish particulars.
.....
 - 3.10 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 ☐
 - 3.10.1 If yes, furnish particulars.
.....

¹ 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.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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3.11 Are you, aware of any relationship (family, friend, other) between any other 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 ☐

3.11.1 If yes, furnish particulars.
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES ☐ / NO ☐

3.12.1 If yes, furnish particulars.
.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? YES ☐ / NO ☐

3.13.1 If yes, furnish particulars.
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. YES ☐ / NO ☐

3.14.1 If yes, furnish particulars.
.....

4. Full details of directors/ trustees/ members/ shareholders:

Full Name	Identify Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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SCHEDULE 2F (a): PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 (MBD 6.1)

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

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 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 to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 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

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

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- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEM

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

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- $P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

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5. BID DECLARATION

6.

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

7.1 B-BBEE Status Level of Contributor: = (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

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 or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

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

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 Type Of Company/ Firm

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety

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- ☐ 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 contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the

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shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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 TENDERERS(S)

DATE:

ADDRESS

.....

.....

SCHEDULE 2F (b): CERTIFICATE OF LOCAL CONTENT DECLARATION (MBD 6.2)

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Steel	100%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

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

The relevant rates of exchange information is accessible on www.reservebank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used. The rates of exchange tendered by the bidder will be verified for accuracy.

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

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

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....
NB

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

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

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

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

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

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

ANNEXURE C

SATS 1286.2011

Local Content Declaration – Summary Schedule

(C1) Tender No.	TED 01/2021/22					
(C2) Tender Description	SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET					
(C3) Designated product(s)						
(C4) Tender Authority	Theewaterskloof Municipality					
(C5) Name of Tendering Entity						
(C6) Tender Exchange Rate	Pula		EU		GBP	
(C7) Specified local content %						

NOTE: VAT to be excluded from all calculations

Calculation of local content							
Tender Item No's	List of Items	Tender Price – each	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
1 - 5	Steel						

Tender summary			
Tender Quantity	Total tender value	Total exempted imported content	Total imported content
(C16)	(C17)	(C18)	(C19)
Sum			

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

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ANNEXURE D	SATS 1286.2011
Imported Content Declaration – Supporting Schedule to Annexure C	

(D1)	Tender No.	TED 01/2021/22					
(D2)	Tender Description	SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET					
(D3)	Designated product(s)						
(D4)	Tender Authority	Theewaterskloof Municipality					
(D5)	Tendering Entity's Name						
(D6)	Tender Exchange Rate	Pula		EU		GBP	

NOTE: VAT to be excluded from all calculations

NOTE: VAT to be excluded from all calculations

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

Summary	
Tender Quantity	Exempted imported value
(D17)	(D18)

(D19) Total exempt imported value

This total must correspond with Annex C – C21

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B. Imported directly by the Tenderer				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost	Tender Quantity	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer											

ANNEXURE D – Continued										SATS 1286.2011	
Imported Content Declaration – Supporting Schedule to Annexure C											

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

D. Other foreign currency payments			Calculation of foreign currency payments		Summary of Payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender rate of exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	

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(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content and foreign currency payments – (D32), (D45) and (D52) above

SIGNATURE OF TENDERER AS PER LOCAL CONTENT
DECLARATION

DATE

This total must correspond with Annex C
– (C23)

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ANNEXURE E		SATS 1286.2011
Local content Declaration – Summary Schedule to Annexure C		
(E1) Tender No.	TED 01/2021/22	NOTE: VAT to be excluded from all calculations
(E2)Tender Description	SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET	
(E3) Designated product(s)		
(E4) Tender Authority	Theewaterskloof Municipality	
(E5) Tendering Entity's Name		

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

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

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

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

(E13) Total local content

This total must correspond with Annex C – C24

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

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SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

SCHEDULE 2H: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)
--

- 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? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). 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.	Yes ☐	No ☐
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)? The 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.	Yes ☐	No ☐
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 ☐	No ☐

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Item	Question	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
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 ☐	No ☐
4.7.1	If so, furnish particulars:		

- a. e past five years; or
- b. 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).

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

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

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SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

SCHEDULE 2I: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD9)

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.

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MBD 9

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
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) Prices;
 - b) Geographical area where product or service will be rendered (market allocation);
 - c) Methods, factors or formulas 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.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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.

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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

THEEWATERSKLOOF MUNICIPALITY

SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

SCHEDULE 2J: DECLARATION IN TERMS OF THE MFMA (ACT 56 OF 2003) IN TERMS OF MUNICIPAL RATES AND SERVICES

NAME OF ENTERPRISE / TENDERER* :

I the undersigned, who warrants that he/she is duly authorized to do so on behalf of the abovementioned enterprise/tenderer, do hereby declare that, to the best of my knowledge, neither the enterprise nor any of its directors, members or partners has:

- a. failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b. failed, during the last five years, to perform satisfactorily on a previous contract with the Theewaterskloof Municipality or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
- c. abused the supply chain management system of the Theewaterskloof Municipality or has committed any improper conduct in relation to this system;
- d. been convicted of fraud or corruption during the past five years;
- e. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f. been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

I acknowledge that any misrepresentation in respect of this declaration may be regarded as reason to cancel any contract arising out of this tender.

SIGNED BY ENTERPRISE/TENDERER:

DATE:

* where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act and attach it to this schedule

DOCUMENTARY EVIDENCE IN TERMS OF GOOD STANDING WITH MUNICIPAL RATES AND TAXES
AND SERVICE CHARGES SHALL BE ATTACHED TO THIS FORM.

THEEWATERSKLOOF MUNICIPALITY

**SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP
MARKET
TED 01/2021/22**

SCHEDULE 2K: FINANCIAL STANDING

“TENDERERS MUST APPEND PROOF OF BANK GRADING TO THIS SCHEDULE”

BANKING DETAILS OF COMPANY

NAME OF ACCOUNT HOLDER	
ACCOUNT NUMBER	
BANK	
BRANCH	

COMPLETION OF WORKS: (WEEKS)

SIGNED BY TENDERER:

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**SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP
MARKET
TED 01/2021/22**

SCHEDULE 2L: PROOF OF PAYMENT OF TENDER PARTICIPATION FEE
--

The tenderer should attach to this page proof of payment of the tender participation fee.

SIGNED BY TENDERER:

THEEWATERSKLOOF MUNICIPALITY

**SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP
MARKET
TED 01/2021/22**

SCHEDULE 2M: LETTER OF GOOD STANDING TO RELEVANT AUTHORITIES

The tenderer should attach to this page a letter from the relevant authorities indicating his good standing with regard to UIF payments and COIDA. Each party to a Joint Venture or Consortium shall submit separate documents.

SIGNED BY TENDERER:

THEEWATERSKLOOF MUNICIPALITY

**SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP
MARKET
TED 01/2021/22**

SCHEDULE 2N: BARGAINING COUNCIL – CERTIFICATE OF COMPLIANCE
--

Where applicable, a Certificate of Compliance issued by the relevant Bargaining Council should be attached to this schedule. Each party to a Joint Venture or Consortium shall submit separate documents.

SIGNED BY TENDERER:

THEEWATERSKLOOF MUNICIPALITY

SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

SCHEDULE 20 : CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

..... (Tenderer)

of (address)

.....

was represented by the person(s) named below at the compulsory meeting held for all tenderers at

..... (location) on (date), starting at

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name Signature

Capacity

Name Signature

Capacity

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

Name Signature

Capacity

THEEWATERSKLOOF MUNICIPALITY

SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

SCHEDULE 3A: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

THEEWATERSKLOOF MUNICIPALITY

SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

SCHEDULE 3B : OCCUPATIONAL HEALTH AND SAFETY PLAN

OCCUPATIONAL HEALTH AND SAFETY ACT (Act No 85 of 1993)

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the successful Tenderer shall prepare a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

1. Management Structure, Site Supervision and Responsible Persons including a succession plan.
2. Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
3. Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
4. Regular monitoring procedures to be performed.
5. Regular liaison, consultation and review meetings with all parties.
6. Site security, welfare facilities and first aid.
7. Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Tenderer shall also take into account the additional requirements stated in the Scope of Work when drawing up the Health and Safety Plan for the contract.

Number of sheets, appended by the Tenderer to this Schedule, (If nil, enter NIL).

SIGNED BY TENDERER:

THEEWATERSKLOOF MUNICIPALITY

SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

SCHEDULE 3C : FORM OF INDEMNITY

THE MUNICIPAL MANAGER, Theewaterskloof Municipality

INDEMNITY

Given by (Name of Company)

of

.....

(registered address of Company) a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor),

represented herein by

..... (Name of Representative) in his capacity as

.....Designation) of the Contractor is

duly authorised hereto by a resolution dated

To sign on behalf of the Contractor.

WHEREAS **THE CONTRACTOR** has entered into a Contract, dated.....with **THEEWATERSKLOOF MUNICIPALITY** (hereinafter called the Municipality), **WHO REQUIRE THIS INDEMNITY FROM THE CONTRACTOR FOR THE CONTRACT: TED 01/2021/22, SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCING AND GATES AT VILLIERSDORP MARKET**

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

SIGNATURE:

THUS DONE AND SIGNED for and on behalf of the Contractor.

Aton thisday of20..... in the presence of the subscribing witnesses.

AS WITNESSES:

1. (Designation)

2. (Designation)

THEEWATERSKLOOF MUNICIPALITY

SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

SCHEDULE 3D: SPECIAL CONDITIONS OF TENDER

Bidders are required to comply with the special conditions of tender set out hereunder.

A. CONDITIONS APPLICABLE TO THE PROMOTION OF MUNICIPAL LOCAL AND SOCIO-ECONOMIC DEVELOPMENT	
For the unskilled labour portion of this tender the Service Provider MUST employ 100% local labourers . Contractor must comply with EPWP requirements for all unskilled labour and to supply the necessary documents to Theewaterskloof Municipality to register them.	
Sub-contracting: If the service provider intends making use of subcontractors during the execution of this contract, such subcontractors must be based in the Theewaterskloof municipal jurisdiction. The onus is on the contractor to ensure that the selected subcontractor is capable of performing the subcontracted work in terms of the contract. The contractor will only be allowed to appoint a subcontractor based outside the Theewaterskloof municipal jurisdiction upon submission of substantive evidence proving the contrary i.e. that no local subcontractor is capable of rendering the envisaged service. The service provider must submit substantive evidence and relevant information with its tender proposal per Schedule 1G [Page 41] . The service provider must submit substantive evidence and relevant information with its tender proposal. If the tenderer has problems sourcing Local Sub-contractors, Department LED will provide assistance in this regard.	
For the materials portion of this tender, i.e. Cement, Sand and stone , shall be sourced from local suppliers in the Theewaterskloof Area. When invoicing proof must be provided showing that the supplier was local (way bills etc).	
If service provider will be hiring plant, machinery and equipment, it must be done locally.	
The service provider must provide the Municipality with a schedule of all materials purchased with an indication of materials purchased from local suppliers. This list must be updated and submitted together with the service providers progress report and invoice	
B. CONDITIONS APPLICABLE AFTER CLOSING OF TENDER BUT BEFORE A SELECTED SERVICE PROVIDER IS ANNOUNCED (For information only)	
Any additional information upon request must be submitted in writing within 48 hours of receipt.	
C. CONDITIONS APPLICABLE AFTER AWARDING OF THE TENDER (For information only)	
The service provider must provide the Municipality with a completed list of Local labourers used & Local Spending, with monthly claims. The aforesaid list must be updated and submitted together with the service providers progress report and monthly invoice, inclusive of the following details:	
a. Salary / wages spent on local employees versus total wages / salary budget at site b. Number of local employees employed versus per total workforce at site c. Amount spent on local suppliers versus budgeted	
Any amendments to the list requires prior approval from the Municipality.	
The service provider must provide the Municipality with a certificate confirming payments made to the local EME sub-contractor, if applicable. This certificate must be updated and submitted together with the service providers progress report and invoice.	
Any changes in sub-contractors requires prior approval from the Municipality.	

I HEREBY DECLARE THAT I COMPLY WITH ALL THE SPECIAL CONDITIONS OF TENDER AS SET OUT ABOVE.

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

THEEWATERSKLOOF MUNICIPALITY

SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP
MARKET
TED 01/2021/22

Part C1: Agreements and Contract Data

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THEEWATERSKLOOF MUNICIPALITY

SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCING AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

CONTRACT NO: TED 01/2021/22, SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCING AND GATES AT VILLIERSDORP MARKET

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Rand.

..... (in words); R (in figures)

This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

For the Tenderer

.....

.....

.....

(Name and address of organization)

Name and
signature
of witness

.....

Date

THEEWATERSKLOOF MUNICIPALITY

SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCING AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

Acceptance

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

The terms of the contract are contained in:

- Part C1: Agreements and contract data (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature(s)

Name(s)

Capacity

For the Employer THEEWATERSKLOOF MUNICIPALITY
6 Plein Street
CALEDON
7230

Name and
signature
of witness

Date

THEEWATERSKLOOF MUNICIPALITY

SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCING AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1. Subject
Details
2. Subject
Details
3. Subject
Details
4. Subject
Details

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

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

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For the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)

Name and
signature
of witness Date

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)

Name and
signature
of witness Date

THEEWATERSKLOOF MUNICIPALITY

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Confirmation of Receipt

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

The (day)

Of (month)

20..... (year)

At (place)

For the Contractor:

.....

Signature

.....

Name

.....

Capacity

Signature and name of witness:

.....

Signature

.....

Name

THEEWATERSKLOOF MUNICIPALITY

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C1.2 Contract Data

Part 1: Contract Data Provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

General Conditions of Contract for Construction Works 2015 (Third Edition)

prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and from the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Engineer.

The Pro-formas bound with the General Conditions of Contract 2015, on pages 96 to 116 shall not apply to this contract and shall be replaced with the documentation bound into this tender document.

The General Conditions of Contract 2015 make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

CONTRACT SPECIFIC DATA

The following Contract specific data are applicable to this Contract:

Clause 1.1.1.13:

The Defects Liability Period is **12** months.

Clause 1.1.1.14:

The maximum time for achieving Practical Completion is **6 weeks**, inclusive of the 14 day period referred to in Clause 5.3.2 below, and inclusive of non-working days referred to in Clause 5.8.1 below, but exclusive of special non-working days (Clause 5.8.1). Should the total Contract value not be available to complete the project the time for achieving Practical Completion will be adjusted pro rata to the Contract Value plus 2 weeks.

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Clause 1.1.1.15

The **Employer** is the THEEWATERSKLOOF MUNICIPALITY, represented by the Deputy Director: 6848 Community Development and/or such person or persons duly authorised thereto by the Employer in writing.

and is referred to in this Contract Document by the terms "Employer", "THEEWATERSKLOOF MUNICIPALITY" or "Council" as the context provides.

Clause 1.1.1.16

The **Engineer**, referred to in the documents, is any member of Theewaterskloof municipality.

The name of the Engineer is: **Mr J Smith**

Clause 1.1.1.26:

The Pricing Strategy is a Re-measurement Contract.

Add the following clauses after Clause 1.1.1.34:

1.1.1.35 **"Drawings"** means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Employer's Agent or delivered to the Contractor by the Employer's Agent.

1.1.1.36 **"Letter of Notification"** means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers. The notification of the decision does not form part of the Employer's Acceptance of the successful tenderer's Offer and no rights shall accrue.

Clause 1.1.1.28:

Replace with the following:

"Scope of Work" means the document(s) containing the Standard Specifications, the Project/Particular Specifications and the Drawings, that specifies and describes the Works, which are to be provided, and any other requirements and constraint relating to the manner in which the work is to be performed.

Clause 1.2.1.2:

The address of the Employer is: THEEWATERSKLOOF MUNICIPALITY
6 Plein Street
CALEDON
7230

The address of the Engineer is: Main Road
Villiersdorp
6848

E-mail address: jacquessm@twk.org.za

Clause 4.3:

Add the following clause after Clause 4.3.2.:

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4.3.3 The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated thereunder.

An agreement is included in the Contract Document (C1.4 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a Licenced Compensation Insurer). The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.

Clause 5.3.1:

The documentation required before commencement with Works execution is:

- 1) Health and Safety Plan (Refer to Clause 4.3)
- 2) Initial programme (Refer to Clause 5.6)
- 5) Occupational Health and Safety Agreement (C1.4 of the Contract Document)
- 6) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)

Clause 5.3.2:

The time to submit the documentation required (Clause 5.3.1 above) before commencement with Works execution is 14 days.

Clause 5.4.2:

Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where ongoing use by the general public is required.

Add the following clause after Clause 5.4.3:

5.4.4 The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.

Clause 5.8.1:

The non-working days are Sundays.

The special non-working days are:

- 1) All gazetted public holidays falling outside the year end break.
- 2) The year end breaks as recommended by the SAFCEC

Extension of time claims will be adjudicated based on a 6 (six) day working week even should the Contractor choose to work 5 (five) days per week.

Clause 5.12.2.2:

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12.

The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.

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January	2 days	July	4 days
February	2 days	August	4 days
March	2 days	September	4 days
April	2 days	October	2 days
May	2 days	November	2 days
June	4 days	December	2 days

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced.

It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason (including days following rain events) will be entertained.

Clause 5.13.1:

The penalty for failing to complete the Works is **R2 500** per calendar day.

Clause 5.16.3:

The latent defects period is **10** (ten) years.

Clause 6.2.1:

The security to be provided by the Contractor shall be a performance guarantee of **10%** of the Contract Sum. The performance guarantee shall contain the wording of the document included in C1.3.

Clause 6.2.2:

Delete Clause 6.2.2 in its entirety.

Clause 6.2.3:

Delete Clause 6.2.3 in its entirety and replace with the following:

The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion of the Works is issued.

Clause 6.8.2:

Add the following to Clause 6.8.2:

The Contract Price shall **not** be subject to any contract price adjustment and the rates and prices tendered in the bill of quantities shall be final and binding throughout the period of the Contract.

Clause 6.8.4:

Add the following to Clause 6.8.4:

Notwithstanding the above, in the event that a public holiday is proclaimed after 28 days before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.

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Clause 6.10.3:

Add the following to Clause 6.10.3:

Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to retention by the Employer of an amount of **10%** of the said amounts due to the Contractor, with no limit. A guarantee in lieu of retention is not permitted.

Clause 6.10.4:

Add the following to clause 6.10.4:

Furthermore, payment shall be subject to the Employer being in possession of an original valid tax clearance certificate at the time payment is due (it is the responsibility of the Contractor to submit an updated original tax clearance certificate to the Municipal Supplier Management Office).

In the event that certificate expires during the construction period, the Contractor must submit a new valid certificate within 14 days after expiry of the original certificate.

Notwithstanding anything above, the Employer's Agent shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of GCC Clause 4.10.2 and as described in the Scope of Work.

Clause 8.6.1.1.2:

The value of Plant and materials supplied by the Employer to be included in the insurance sum is **R0,00 (Nil)**.

Clause 8.6.1.1.3:

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is **R100,000.00**.

Clause 8.6.1.3:

The limit of indemnity for liability insurance is R500 000.00 for any single claim – the number of claims to be unlimited during the construction and defects liability periods.

Clause 8.6.1.5:

In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:

- a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.
- c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
- d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.

Clause 8.6.6:

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The evidence that the insurances have been effected in terms of Clause 8.6.1, shall be in the form of an insurance broker's warranty worded precisely as given in part C1.6 Insurance Broker's Warranty.

Clause 9.2.1:

Add the following to Clauses after Clause 9.2.1.3.8:

9.2.1.3.9 The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.

9.2.1.3.10 An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.

Clause 10.5.3:

The number of ad-hoc Adjudication Board Members to be appointed is 1(one).

ADDITIONAL CONDITIONS OF CONTRACT

Add the following clause after clause 10

Clause 11: Details to be confidential

The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Engineer.

Part 2: Data provided by the Contractor

Clause 1.1.8:

The name of the Contractor is

Clause 1.2.2:

The address of the Contractor is

Physical
Address:

Postal
Address:

.....

.....

.....

.....

.....

.....

Telephone:

Fax:

e-mail :

SIGNED BY TENDERER:

THEEWATERSKLOOF MUNICIPALITY

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C1.3 Adjudicator's Agreement

(For a One-Person DAB)

Name and details of Contract

Name and address of Employer

.....

Name and address of Contractor

Name and address of Member

Whereas the Employer and the Contractor have entered into the Contract and desire jointly to appoint the Member to act as sole adjudicator who is also called the "DAB".

The Employer, Contractor and Member jointly agree as follows:

1. The conditions of this Dispute Adjudication Agreement comprise the "General Conditions of Dispute Adjudication Agreement", which is appended to the General Conditions of the "Conditions of Contract for Construction" First Edition 1999 published by the *Fédération Internationale des Ingénieurs-Conseils* (FIDIC), and the following provisions. In these provisions, which include amendments and additions to the General Conditions of Dispute Adjudication Agreement, words and expressions shall have same meanings as are assigned to them in the General Conditions of Dispute Adjudication Agreement.
2. The following clauses of the General Conditions of Dispute Adjudication Agreement are amended or deleted as follows :
 - In Clause 4(i), *insert before the words*, "with the progress of the Works", "and if deemed necessary by the Employer and Contractor".
 - In Clause 6, "Payment", delete paragraph (a) and (b) and replace with the following sub-clause:
 - a) an hourly fee in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
 - b) In Clause 6 "Payment" *delete the words*, "retainer and daily" in the second paragraph commencing 'The retainer and daily fees shall be
 - In Clause 6 "Payment" *delete the third paragraph commencing* "The Member shall submit invoices" / *the third and fourth paragraphs commencing with* 'Immediately after "And" Thereafter the Member

The Member shall submit invoices for payment of expenses and fees at the conclusion of a decision given in terms of clause 20.4 of the General Conditions. The Member may invoice for a progress payment of his daily fees if for any reason the DAB is caused to extend the time for giving its decision beyond the 42 days stated in Clause 20.4 of the General Conditions. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor."

- With reference to the Annex, "Procedural Rules"
The DAB is not required to visit the site during the course of the Works at the intervals stated in Rule 1 and further referred to in Rules 2 and 3. However, the Member at his discretion may visit the site in connection with any matter arising from the dispute referred to him.

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The DAB shall not conduct any hearings in order to resolve a dispute as provided for in Rule 6 or referred to in Rule 7.

- Add the following Rule 10.
“The DAB may obtain legal or technical advice after first having notified the Parties of his intention”.
3. In accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement, the Member shall be paid an hourly fee.
 4. In consideration of these fees and other payments to be made by the Employer and the Contractor in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement, the Member undertakes to act as the DAB (as adjudicator) in accordance with this Dispute Adjudication Agreement.
 5. The Employer and the Contractor jointly and severally undertake to pay the Member, in consideration of the carrying out of these services, in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement.
 6. This Dispute Adjudication Agreement shall be governed by the law of South Africa.

SIGNED BY:

who warrants that he/she is duly authorised to sign for and on behalf of the **Employer** in the presence of

Witness

Name

Address

.....

Date

SIGNED BY:

who warrants that he/she is duly authorised to sign for and on behalf of the **Contractor** in the presence of

Witness

Name

Address

.....

Date

SIGNED BY:

the Member in the presence of

Witness

Name

Address

.....

Date

C1.4 Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN THE THEEWATERSKLOOF MUNICIPALITY
(HEREINAFTER CALLED THE "EMPLOYER") AND

.....
(Contractor/Mandatory/Company/CC Name)

**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF
1993 AS AMENDED.**

I,, representing
....., as an Employer
in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be
performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions
of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated there under.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all
registration and assessment monies due to the Compensation Commissioner have been fully paid or that
I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

Please attach a certified copy of the COID Act certificate to this schedule.

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements
of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA
and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work
Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any sub-contractors employed by me will enter into an Occupational Health
and Safety Agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions
and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at on the day of 20.....

.....
Witness

.....
Mandatory

Signed at on the day of 20.....

.....
Witness

.....
**for and on behalf of Theewaterskloof
Municipality**

**SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCING AND GATES AT VILLIERSDORP
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OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspects pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

**SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCING AND GATES AT VILLIERSDORP
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**OCCUPATIONAL HEALTH AND SAFETY AGREEMENT (2) and INDEMNITY FORM
OCCUPATIONAL HEALTH AND SAFETY ACT 1994 (Act No 85 of 1993)**

TO BE COMPLETED AND SIGNED BY ALL MANDATORIES

NOTE: Section 1 (1)(XXVIII) of the Act defines a “mandatory” as including an Agent, a Contractor or a Sub-contractor.

AGREEMENT MADE AND ENTERED INTO BETWEEN THEEWATERSKLOOF MUNICIPALITY

(Hereinafter referred to as the “PRINCIPAL”)
and

.....

Herein represented and duly authorised by its director/official (hereinafter referred to as the **MANDATORY**)

WHEREAS the Occupational Health and Safety Act No 85 of 1993, as amended, (hereinafter called the “**ACT**”) provides that the principal shall be accountable for the compliance and application of the provisions of the ACT and more specifically Section 37(2) of the Act, with regard to the execution of work of whatever nature by private independent contractor specifically engaged by the PRINCIPAL for the purpose;

AND WHEREAS the contractor, so engaged. (Hereinafter called the “**MANDATORY**”) is statutory compelled in its/his own right as employer, to comply with the obligations prescribed by section 37(2) and other provisions of the ACT applicable to his/her employees;

AND WHEREAS the PRINCIPAL, has in fact engaged the services of the MANDATORY on account of the fact that the PRINCIPAL is not in the position to execute the work departmentally resulting in the MANDATORY’s presence on site for the specific purpose of executing the work by means of his own employees and is bound therefore, to adhere to the obligations and provisions of Section 37(2) of the ACT;

AND NOW THEREFORE, the PRINCIPAL and the MANDATORY hereby agree as follows:

1. The MANDATORY hereby unconditionally accepts the responsibility and accountability for the relevant work or contract in accordance with the provisions of Section 37(2) of the ACT.
2. The MANDATORY undertakes to take due care that all machines, equipment and implements are in approved good order and state of repair and shall be utilised by any employee in its/his employ in a manner which fully complies with any and all relevant provisions of the ACT.
3. The MANDATORY hereby unconditionally grants the PRINCIPAL indemnity against any and all claims and steps that may be instituted against the PRINCIPAL on account of non- compliance with the provisions of Section 37(2) of the ACT and any other relevant provision thereof.
4. The MANDATORY, without encroaching upon the indemnity granted to the PRINCIPAL as per paragraph 3 hereof undertakes to inform the PRINCIPAL summarily should the MANDATORY at any time during the execution of the specific contract, for whatever reason find that he cannot comply with the provision of the ACT and afore-mentioned indemnity given to the PRINCIPAL or its/his inability to perform as per the Agreement or that compliance be detrimentally affected for whatever reason. In such an event the MANDATORY shall liaise with the PRINCIPAL , who however, reserves the right not to release the MANDATORY from the provisions of the Agreement between parties and the indemnity herein referred to unless otherwise agreed upon.

**SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCING AND GATES AT VILLIERSDORP
MARKET
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5. The MANDATORY hereby certifies that it/he has taken note of the addendums to this Agreement and unconditionally undertakes to comply with the provisions thereof, failing which it/he shall be fully liable for all consequential legal proceedings that may be instituted and indemnifies the PRINCIPAL against any action arising out of non-compliance with Section 37(2) of the ACT.
6. The MANDATORY's sole responsibility in terms of this agreement terminates when the PRINCIPAL releases the MANDATORY from his obligations under the contract.
7. The MANDATORY undertakes to indemnify the PRINCIPAL in the same manner herein provided for, against any claims instituted on account of non-compliance in terms of the ACT against subcontractors employed by the MANDATORY.
8. Appoint Mr/Mrs as our representative and the responsible person on site for the duration of my/our work on the premises of Theewaterskloof Municipality in terms of Section 8(2)(i), GAR1, GSR 11, GMR 2 and EIR 4 & 5 of the Occupational Health and Safety Act.
9. Registration number with Compensation Commissioner:

THUS DONE AND SIGNED at on this day of 20....

AS WITNESSES:

1.

2.

.....
PRINCIPAL

for and on behalf of Theewaterskloof Municipality

THUS DONE AND SIGNED at on this day of 20....

AS WITNESSES:

1.

2.

.....
MANDATORY

Contractor

Part C2: Pricing Data

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THEEWATERSKLOOF MUNICIPALITY

SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCING AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

C2.1 Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of clause 8 of each of the SABS 1200 Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measures in accordance with the provisions of SABS 1200-A, general. The SABS also indicate SANS.

2. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in the Bills of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1 000 kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	Sum	=	lump sum
ha	=	hectare	MN	=	MegaNewton
m ³	=	cubic metre	MN.m	=	MegaNewton-metre
m ³ .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
ℓ	=	litre	Prov sum	=	Provisional sum
kℓ	=	kilolitre	%	=	per cent
MPa	=	MegaPascal	kW	=	kilowatt
Qty	=	Quantity			

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.
5. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards.
6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. The quantities set out in the Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.

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11. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SABS 1200 Standardised Specifications.
12. While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, with adjustment to the agreed rates, sums or fees and without payment of any penalty in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement.

I HEREBY DECLARE THAT I COMPLY WITH THE PRICING INSTRUCTIONS AS SET OUT ABOVE

NAME:

DATE:

SIGNED BY THE TENDERER:

THEEWATERSKLOOF MUNICIPALITY

SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCING AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

C2.2 Bills of Quantities PERIMETER FENCE

NO	DESCRIPTION	QUANTITY	UNIT PRICE		PRICE	
			R	c	R	c
1	Taperlocking Post					
1.1	Taper Locking Post: 2.7m high	79				
	Galvanised, then marine fusion bond coated (acid modified) in jet black					
	Fully concreted with reinforcing					
2.	Parkland Panels or similar or equivalent					
2.1.	- Panel width: 3:305m - Panel height: 2,1 m - Wire diameter: 3,5 mm Galvanise, then Marine Fusion Bond Cpated (acid modified), Jet Black	78				
	Mesh galvanised, then marine fusion bond coated (acid modified)					
3.	Parkland Gates or similar or equivalent					
3.1.	Parkland or similar or equivalent single leaf sliding gate – 8 meters Galvanised, then marine fusion bond coated (acid modified)	1				
3.2.	Parkland or similar or equivalent single leaf sliding gate – 1,5 m Galvanised, then marine fusion bond coated (acid modified)	2				
4.	Installation of gates - embedded post					
4.1.	Installation of fence (3,305 panel based on pickable soil and level ground, based on 20 MPa concrete)	1				
4.2.	Installation of pedestrian gates (based on pickable soil and level ground)	1				
4.3.	Installation of sliding gate (based on pickable soil and level ground)	1				
5.	Shark Tooth Spike - Coated					
5.1.	Shark tooth spike coated 100mm x 1.65m length Galvanised, tehcn marine fusion bond coated (acid modified) – Jet black	156				
6.	Excavation for Main Posts					
6.1.	Hole depths: 400 x 400 x 600mm	79				
6.2.	Concrete strength of 20 MPa Mix	SUM				
7.	Footings – concrete strength of 20 MPa Track – 300 x 600mm x 18 m excavation Main post and guide – 600mm deep excavation	SUM				
			Sub Total			
			10% contingencies			
			Vat @ 15%			
			TOTAL			

THEEWATERSKLOOF MUNICIPALITY

**SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCING AND GATES AT VILLIERSDORP
MARKET
TED 01/2021/22**

NAME:

DATE:

SIGNED BY TENDERER:

THEEWATERSKLOOF MUNICIPALITY

SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP
MARKET
TED 01/2021/22

Part C3: Scope of Work

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SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

C3.1 Description of Works

CONTENTS

- 1 EMPLOYER'S OBJECTIVES
- 2 OVERVIEW OF THE WORKS
- 3 GENERAL INTENT
- 4 LOCATION OF THE WORKS

1 EMPLOYER'S OBJECTIVES

The Economic Development & Planning Directorate of the Theewaterskloof Municipality proposes the TENDER NO. TED 01/2021/22 SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET in order to secure the market area and taxi rank as well as the buildings in Villiersdorp.

2 OVERVIEW OF THE WORKS

The work required consists of the supply, delivery and installation of a perimeter fence and gates around the Villiersdorp market and taxi rank area.

3 GENERAL INTENT

The general intent of this Contract is that the Contractor shall procure all items necessary for, construct and complete the Works in accordance with the terms of Contract, in a workman-like and expeditious manner, and shall have full authority over all the Works.

The Employer shall have the right to verify that all work is carried out in accordance with this Contract and to approve or reject materials supplied and work undertaken by the Contractor or approved subcontractors.

4 LOCATION OF THE WORKS

The Works is located on the corner of Main and Buitekant Street in Villiersdorp.

The site is openly accessible. The tar road leading to the site is approximately twelve meters wide which changes to a gravel road. The current ground conditions are generally flat as it is currently used by the public transportation system.

5. SPECIALS CONDITIONS OF CONTRACT

- Equipment and material may be parked and stored at the municipality yard at owners risk with prior arrangement.
- It is advised that the contractor employ a security guard to protect the fence during the construction phase. The municipality will not take any responsibility for the entire fence until the complete fence has been handed over.

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**SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET
TED 01/2021/22**

THEEWATERSKLOOF MUNICIPALITY

**SUPPLY, DELIVERY AND INSTALLATION OF SECURITY
FENCE AND GATES AT VILLIERSDORP MARKET**

DATE:

NOVEMBER 2021

Project Health and Safety Specification developed by:

A Madyosi
Tel: 028 713 4229
Email: andiswama@twk.org.za

THEEWATERSKLOOF MUNICIPALITY

SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

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SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

THE REQUIREMENTS OF THE NEW CONSTRUCTION REGULATIONS 2014 WILL BE IN EFFECT FROM 7TH AUGUST 2014. THE NEW REGULATIONS PLACE ADDITIONAL LEGAL DUTIES UPON PRINCIPAL CONTRACTORS AND CONTRACTORS. ALTHOUGH THIS HEALTH AND SAFETY SPECIFICATION INCLUDES MUCH OF THE CONTENT OF THESE NEW REQUIREMENTS, THE CONTRACTOR WILL BE DEEMED TO BE FAMILIAR WITH THE REQUIREMENTS OF THESE REGULATIONS, AND TO HAVE FACTORED IN ALL THE DUTIES PLACED UPON CONTRACTORS AND PRINCIPAL CONTRACTORS IN THE TENDER. A COPY OF THE REGULATIONS CAN BE VIEWED ON THE DEPARTMENT OF LABOUR'S WEBSITE.

1.2 DEFINITIONS - The most important definitions in the Act and Regulations pertaining to this specification document are hereby extracted.

“Purpose of the Act” –

To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and provide for matters connected therewith.

“Agent” –

means any person who acts as a representative for a client;

“Client” –

means any person for whom construction work is performed;

“Construction Work” is defined as any work in connection with –

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

“Contractor” –

means an employer, as defined in Section 1 of the Act, who performs construction work and includes Principal Contractors;

“Health and Safety File” –

means a file, or other record in permanent form, containing the information required as contemplated in the regulations;

“Health and Safety Plan” –

means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

“Health and Safety Specification” –

means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

“Method Statement” –

means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

“Principal Contractor” –

means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

“Risk Assessment” –

means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

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“Construction Vehicle” –

Means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work.

“Construction Site” –

Means a work place where construction work is being performed.

“Excavation Work” –

Means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping.

“Medical Certificate of Fitness” –

means a certificate contemplated in regulation 7(8).

“mobile plant” –

Means any machinery, appliance or other similar device that is able to move independently, and is used for the purpose of performing construction work on a construction site.

Contractors are fully responsible and accountable for compliance with all Health & Safety requirements.

Compliance with the Occupational Health & Safety Act and Regulations shall not be limited to this Health & Safety Specification and definitions contained in this document.

Contractors shall be conversant with the requirements and effects of Health & Safety legislation upon their activities, in particular the Construction Regulations 2014 and the Occupational Health & Safety Act 1993 and to have made adequate resource in their tender submission to comply with all legislative requirement.

The Contractor's personnel will be responsible for the implementation of the Health & Safety Specification and maintaining the document and record systems associated with the Health & Safety Specifications. The client will conduct Health & Safety audits of the works.

1.3 PURPOSE OF THE HEALTH & SAFETY SPECIFICATION

The purpose of this Health & Safety Specification is to comply with legal requirements and to provide health and safety information about specific project risks known by the Client to be applicable to this project. It also provide minimum health and safety requirements and standards that the principal contractor and contractors must adhere to.

The Health & Safety Specifications will be implemented during construction of the works and any construction activity that the client has control over.

Further, there is no acceptance of liability by the Client which may result from the Contractor failing to comply with the Health and Safety Specification unless the Client has issued an instruction to any requirement.

1.4 IMPLEMENTATION OF THE HEALTH & SAFETY SPECIFICATIONS

The Contractor shall sign the acknowledgment on the last page of this safety specification that he has familiarized himself with the content of the health and safety specification and shall comply with all obligations in respect thereof.

The successful Contractor will be required to compile a health and safety plan based on the requirements of the Occupational Health & Safety Act 85 of 1993 and these specifications, which will need to be approved by Client prior to commencement of construction work.

THEEWATERSKLOOF MUNICIPALITY

SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

Client Duties

The Client must:

- Prepare a baseline risk assessment for the construction work
- Prepare a site specific Health & Safety Specification for the intended construction work
- Include the Health & Safety Specification in the tender document
- Ensure that contractors submitting tenders have made adequate provision for the cost of health and safety measures
- Ensure that the principal contractor has the necessary competencies and resources to carry out the construction work safely
- Ensure, before work commences, that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act 130 of 1993)
- Appoint each principal contractor in writing for the project
- Discuss with the Principal contractor the contents of the contractor's safety plan and thereafter final approval of the plan for implementation
- Stop any contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the principal contractor's health and safety plan for the site
- Ensure that the health and safety file is kept and maintained by the principal contractor

1.5 PROJECT DIRECTORY

Project Client

Theewaterskloof Municipality Tel: 028 214 4846
6 Plein Street
Caledon
7230

e-mail: elanalo@twk.org.za

Contact Person

Elana Lotriet

Tel: 028 214 4868

Water and Electricity

Theewaterskloof Municipality

Tel: 028 214 3300
Fax: 028 566 6857

THEEWATERSKLOOF MUNICIPALITY

SUPPLY, DELIVERY AND INSTALLATION OF SECURITY FENCE AND GATES AT VILLIERSDORP MARKET TED 01/2021/22

PROJECT DETAILS

Scope of Works

The project involves the supply, delivery and installation of security fencing and gates at Villiersdorp Market, to safeguard the municipal asset against vandalism and unauthorised illegal activities after hours.

Locality

Villiersdorp: Mainstreet
Villiersdorp
6848

Access to the Site of Works

The Market Site is situated at the current entrance to Villiersdorp, on the corner of Buitenkant and Main Road and is currently primarily functioning as a taxi rank, although originally developed for traders.

Taxis enter the site off Buitenkant Road through the vacant lot at the bottom of the site. Taxis drive up the embankment and drop off passengers next to the public open space. Local taxis park under the covered area and long distance taxis park at the uncovered space next to it.

Vehicles can only gain access to the site at two points on Buitenkant Street. Timber bollards, fences and natural embankments prevent vehicles gaining access from any other adjacent road. Pedestrians enter the site via the northern public open space walkway where bollards and low wooden railings define the edge of the site.

The fence that surrounds the fish market and taxi office creates a negative space that occupies a large portion of the site. The south-west of the site is defined by a large, blank wall belonging to the neighbouring shopping centre, creating a blank facade with no interaction with the market site. Vast gravel areas used for parking do not create a safe or friendly environment for pedestrians, which is why the majority of movement and activity takes place on the northern portion of the site.

Anticipated Construction Duration

+/- 6 weeks

Provisional Start Date

15 March 2022

Completion Date

30 April 2022

EXISTING ENVIRONMENT

The Market Site is situated at the current entrance to Villiersdorp, on the corner of Buitenkant and Main Road and is currently primarily functioning as a taxi rank, although originally developed for traders.

SERVICES CROSSING THE SITE

Underground: No underground service

Service Drawings: None required

Wayleaves: Not required

Permits: N/A

A water mains running down Buitenkant Street and Main Road. A sewer line, although recently upgraded, appears to run from Main road into Buitenkant Street which will then flow down to the Waster Water Treatment Works at the southern point of Buitenkant.

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Existing structures and surrounding land

Retail buildings are positioned to the south-west and north-east of the site. These buildings form part of Erf 1733 on which the OK retail buildings are also located. The taxi rank and market forms part of the road reserve RE/24 (see Figure 28).

Existing Traffic Systems

Conditions: Narrow bitumen roads leading to site from the main road.

Speed restrictions: Normal road restrictions

PROJECT HEALTH & SAFETY REQUIREMENTS

Normal construction hazards expected are as follows:

Hand Tools
Members of Public
Noise and Dust
Plant / Vehicle and Equipment Operation
Manual Handling of General Items

ACTIVITIES REQUIRING APPROVED METHOD STATEMENTS

None

MEDICAL CERTIFICATE OF FITNESS

The contractor must ensure that their employees on site have a valid medical certificate of fitness specific to the construction work being performed, issued by an occupational health practitioner.

ENVIRONMENTAL CONDITIONS

Contractors must take into account adverse weather conditions on site activities and implement control measures to mitigate risk. This includes risk of exposure to excessive heat, cold, rain and wind. The open nature of the site works will not preclude any of the above.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

The Client requires the Contractor to ensure that employees wear the following minimum PPE:

Overalls
Hard Hats
Reflective Vests
Safety Footwear
Gloves
Safety glasses

HAZARDOUS SUBSTANCES

The following materials and substances have, or may have, to be used in the works and are identified as potentially posing special health and safety hazards during the project.
Appropriate measures will need to be specified for their control.

Petrol, Diesel

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INTERFACE AND RESTRICTIONS BY CLIENT

Contractor must note that the following Client activities will continue during construction and the safety rules are to be observed:

1. Roads leading to the site will remain open
2. Workers are to stay in designated work areas
3. Other safety rules and requirements to be advised

Restrictions on times, access or other restrictions by Client

Mondays – Fridays

07:45 - 17:30

Permission will be required from Municipality Project Manager for any work done on public holidays or Sundays and night shifts.

2. REQUIREMENTS

2.1 Duties of Principal Contractor

The Principal Contractor must:

Provide to the client a suitable, sufficiently documented and coherent site specific health and safety plan, based on the client's health and safety specifications, which must be applied from the date of commencement and for the duration of the project and which must be updated and reviewed by the contractor as the work progresses,

Keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an inspector, the client, the client's agent or a contractor; and

Management and Supervision of Construction Work

A principal contractor must, in writing, appoint a full time competent person as the construction manager with the duty of managing all construction work on a single site and insuring occupational health and safety compliance.

2.2. Assignment of Contractor's Responsible person to manage Health & Safety on site

The contractor shall submit management and supervisory appointments prior to commencement of works

2.3. Competency for Contractor's Responsible Person

The contractor's responsible person shall be competent in Health and Safety and be familiar with the occupational Health and Safety Act 1993.

2.4. Risk Assessment

The contractor must, before commencement of construction work, and during construction work, have performed risk assessments, which will form part of the health and safety plan to be applied on site and must include:

- The identification of risk and hazards to which persons may be exposed to
- An analysis and evaluation of the risks and hazards identified
- Safe work procedures to mitigate, reduce or control the risks and hazards that have been identified
- A monitoring plan and,
- A review plan

The principal contractor must ensure that all employees under his control are informed, instructed and trained regarding any risk and hazard related to the work as stipulated in the risk assessment before any work commences and thereafter at the times determined in the risk assessment monitoring and review plan on site. The contractor must ensure that the risk assessment for the site is available for inspection purposes by interested parties.

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The contractor must ensure that the risk assessment involves the identifying of hazards present in the work activity on site.

The following general principal should be followed when conducting a risk assessment:

- All relevant risk and hazards should be systematically addressed
- The risk assessment should address what actually happens in the workplace during work activity

All employees and those who may be affected must be considered

2.5. Health and Safety Training

The contractor shall conduct training needs of what health and safety training is required.

2.6. Toolbox Talks

The contractor shall conduct toolbox talks on site, preferably weekly or before any hazardous work takes place. The record of all signed attendees must be kept on site.

2.7. Inspection and Record Keeping

The contractor shall keep and maintain health and safety records to demonstrate compliance with the health and safety specification and the occupational health and safety act.

2.8. Emergency Procedures

The contractor shall submit a detailed emergency procedure for approval by the client prior to commencement on site and shall include:

- List of key personnel
- Details of emergency services
- Actions to be taken in the event of the emergency
- Information of hazardous material

Emergency procedures shall include, but not limited to, fire, spills, accidents to employees, use of hazardous substances, dangers as a result of riots, service delivery protest, intimidation etc. The contractor shall advise the Client in writing of any on site emergencies within 24 hours of the emergency occurring.

2.9. First Aid Box

The contractor shall provide a first aid box, adequately stocked at all time, accessible and be controlled by a qualified first aider.

2.10. Accident / Incident Reporting

The contractor shall investigate all incidents occurring on site and report such incidents to the Client within 24 hours of the incident occurring.

2.11. Hazardous Situations

The contractor shall immediately notify the client of any potentially hazardous situations on site.

2.12. Occupational Health & Safety Signage

The contractor shall provide adequate on site health and safety signage. The signage shall include, but not limited to, hard hats area, safety shoes, dust masks, ear plugs, gloves, safety goggles, etc. The contractor shall be responsible for maintaining the quality and replacement of signage.

2.13. Construction Vehicles and Plant

The contractor must ensure that all construction vehicles and mobile plant –

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- Are of an acceptable design and construction
- Are maintained and in good working order
- Are operated by a person who has received appropriate training, is certified to be competent and in possession of proof of such training, has a medical certificate of fitness, issued by a occupational health practitioner.
- Have safe and suitable means of access
- Are equipped with an acoustic warning device which
- Are equipped with an acoustic reversing alarm
- Are inspected by the authorized operator or driver on a daily basis using a relevant checklist prior to use

The contractor must ensure that –

- No person rides on a construction vehicle or mobile plant
- Every construction site is organized so that pedestrians and vehicles can move safely
- All construction vehicles and plant when not in use, have buckets, booms etc. lowered, controls in neutral position, motors stopped, brakes set and ignition secured.
- All mobile plant equipped with at least two head lights and two tail lights.
- Vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried
- All construction vehicles and mobile plant travelling and working on public roads comply with the requirements of the national road traffic act, 1996

2.14. Storage of Flammable Liquids on Construction Site

A contractor must ensure that –

- Where flammable liquids are being used or stored, it is done in a manner that does not cause a fire or explosion hazard and that the workplace is effectively ventilated
- No person smokes in any place where flammable liquid is stored or used
- An adequate amount of efficient firefighting equipment is installed in suitable locations
- Only the quantity of flammable liquid needed for work is taken out of storage
- All containers holding flammable liquid are kept tightly closed

2.15. Fire Extinguishers and Fire Precautions

A contractor must ensure that –

- All appropriate measures are taken to avoid the risk of fire
- There are conspicuous notices prohibiting smoking
- Suitable and sufficient fire extinguishers is placed on site and maintained
- A sufficient number of workers are trained in the use of fire extinguishers

2.16. Hazardous Chemical Substances

The contractor must provide in the health and safety plan –

- Material Safety Data Sheets of all relevant materials
- Risk assessment are done
- The correct PPE is being used

2.17. Personal Protective Equipment (PPE)

The contractor shall carry out PPE needs to determine the necessary PPE to be used during construction

The contractor must ensure that personnel are trained in the correct use of PPE to be used

The contractor must ensure that lost, stolen or worn out or damaged PPE is replaced as required.

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2.18. Public Health & Safety

The contractor shall ensure that each person working on and the surrounding community, shall be made aware of the dangers likely to arise from on site activities and the precautions to be observed to avoid or minimize those dangers. Appropriate health and safety signage shall be posted at all times.

2.19. Occupational Health

Occupational health hazards and risks exposure is a major problem and all contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards and risks

The occupational hazards and risks may enter the body in three ways:

- Inhalation through breathing
- Ingestion through swallowing
- Absorption through the skin

All contractors should ensure that Occupational Hygiene surveys are conducted to ensure employees are not exposed to hazards.

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ANNEX 3.2: SPECIFICATIONS

<u>NO</u>	<u>DESCRIPTION</u>
1	Taperlocking Post
1.1	Taper Locking Post: 2.7m high,
	Galvanised, then marine fusion bond coated (acid modified) in jet black
	Fully concreted with reinforcing
2.	Parkland Panels or similar or equivalent
2.1.	- Panel width: 3:305m - Panel height: 2,1 m - Wire diameter: 3,5 mm Galvanise, then Marine Fusion Bond Cpated (acid modified), Jet Black
	Mesh galvanised, then marine fusion bond coated (acid modified)
3.	Parkland Gates or similar or equivalent
3.1.	Parkland or similar or equivalent single leaf sliding gate – 8 meters Galvanised, then marine fusion bond coated (acid modified)
3.2.	Parkland or similar or equivalent single leaf sliding gate – 1,5 m Galvanised, then marine fusion bond coated (acid modified)
4.	
4.1.	Installation of fence (3,305 panel based on pickable soil and level ground, based on 20 MPa concrete)
4.2.	Installation of pedestrian gates (based on pickable soil and level ground)
4.3.	Installation of sliding gate (based on pickable soil and level ground)
5.	
5.1.	Shark tooth spike coated 100mm x 1.65m length Galvanised, tehn marine fusion bond coated (acid modified) – Jet black
6.	Excavation for Main Posts
6.1.	Hole depths: 400 x 400 x 600mm
6.2.	Concrete strength of 20 MPa Mix
7.	Footings – concrete strength of 20 MPa Track – 300 x 600mm x 18 m excavation Main post and guide – 600mm deep excavation

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Acknowledgement:

I, _____ representing

_____ (Contractor),

have satisfied myself with the content of this Health and Safety Specification and

shall ensure that our employees and contractors on site comply with the requirements

of this document, our safety documentation and health and safety legislation.

Signature of Contractor

Date

Comments:
